# City Council Meeting Agenda

**Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.**

**Tuesday, May 19, 2026** | **7:00 PM** | **Municipal Building – 4000 Main**

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

**Process for Public Input: If you are not able to attend in person, you may complete the Public Input Form on the City's website by 3:30 p.m. the day of the meeting. All forms will be forwarded to the City Council prior to the start of the meeting.**

**For in-person comments, request to speak forms/instructions are available inside the door of the City Council Chambers.**

**Invocation**

**Pledges of Allegiance**

**1. Call to Order**

**2. Presentations**

**2.A.** Presentation of an award to Detective Cruz Hernandez in recognition of his 40th Anniversary of Service with the Rowlett Police Department.

**2.B.** Presentation of a proclamation recognizing the week of May 17-23, 2026, as National Public Works Week.

**2.C.** Presentation of Comprehensive Monthly Financial Report (CMFR) for the period ending March 31, 2026

**2.D.** Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

**3. Citizens' Input**

At this time, comments will be taken from the audience on any topic. No action can be taken by the Council during Citizens' Input.

**4. Consent Agenda**

The following may be acted upon in one motion. A City Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.

**4.A. Consider action approving the minutes.**

Consider action to approve minutes from the following City Council meeting(s): May 4, 2026, City Council Work Session, and May 5, 2026, City Council Meeting.

**4.B. Consider action authorizing the purchase of a 2025 ADA accessible bus.**

Consider action to adopt a resolution authorizing the purchase of a 2025 Glaval Universal ADA accessible bus, from Master's Transportation, through a TIPS cooperative contract (260204), for a total price not to exceed $116,748.00; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.C. Consider action approving the purchase of replacement network infrastructure switches.**

Consider action to adopt a resolution authorizing the purchase of replacement network infrastructure switches, from NetSync Network Solutions, Inc., through a State of Texas Department of Information Resources (DIR) cooperative contract, for a price not to exceed $319,813.32; authorizing the Interim City Manager or his designee to execute all necessary and related documents; and providing an effective date.

**4.D. Consider action approving the award of contracts for Fleet and Fire Apparatus Maintenance and Repair Services.**

Consider action to adopt a resolution authorizing the award of contracts for CSP No. 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services to Accelerate Auto Group LLC d/b/a Accelerate Auto Repair and Collision and Rowlett Service Center, Inc. for Scope of Services A – Fleet Department, and to Allsource Enterprises, LLC dba Safe Industries and Metro Fire Apparatus Specialist Inc. for Scope of Services B – Fire Department, at the unit prices proposed, for an initial period through September 30, 2027, with up to four (4) additional one-year renewal periods on October 1st of each year; authorizing the Interim City Manager or his designee to execute the contracts and all necessary and related documents; and providing an effective date for each Contract.

**4.E. Consider action approving the award of a contract for Miscellaneous Road Materials.**

Consider action to adopt a resolution authorizing the award of a contract for Bid No. 2026-62-A Miscellaneous Road Materials to Denali Services & Transport, LLC, at the unit prices bid, for an initial period through September 30, 2027, with up to four (4) additional one-year renewal periods on October 1st of each year; authorizing the Interim City Manager or his designee to execute the contract and all necessary and related documents; and providing an effective date.

**4.F. Consider action to receive the second quarter investment report.**

Consider action to receive the second quarter investment report for the period ending March 31, 2026.

**4.G. Consider action approving an amendment to Chapter 34 (Miscellaneous Offenses) of the Code of Ordinances.**

Consider action to adopt an Ordinance amending Chapter 34 (Miscellaneous Offenses) by amending sections 34-1 (Definitions) and 34-4 (Disruptive Behavior on City-Owned Facilities in Downtown Rowlett).

**4.H. Consider action approving an amendment to the Master Fee Schedule.**

Consider action to adopt a resolution of the City Council of the City of Rowlett, Texas, amending the Master Fee Schedule for the City of Rowlett by adding permit, impound, and storage fees for donation bins to the “Businesses” section of the Master Fee Schedule; providing that other fees not listed but now

charged pursuant to the other ordinances and resolutions shall remain in effect until transferred to the Master Fee Schedule by amendment; providing a repealing clause; providing a severability clause; and providing an effective date.

**5. Individual Consideration**

**5.A.** Consider action to adopt a resolution authorizing the award of a contract for Request for Submissions No. 2026-37-B, Roller Hockey Rink Relocation to Community Park, to RLM Earthco Inc., for an amount not to exceed $343,790.47 ($312,536.79 plus a ten percent (10%) contingency of $31,253.68); authorizing the Mayor or his designee to execute the contract and all necessary and related documents; and providing an effective date.

**5.B.** Consider adoption of a resolution directing publication and posting of notice of intention to issue certificates of obligation.

**5.C.** Consider action to adopt a resolution approving and authorizing the City Manager to execute a development agreement with RK DFW Rowlett LLC pursuant to Chapter 380 of the Texas Local Government Code (Economic Development Agreement).

**5.D.** Consider action to adopt a resolution appointing a Mayor Pro Tem as prescribed in the City Charter.

**5.E.** Consider action to adopt a resolution appointing a Deputy Mayor Pro Tem as prescribed in the City Charter.

**6. Executive Session**

**6.A.** The City Council will convene into closed, executive session pursuant to Texas Government Code §551.071 (Consultation with Attorney) to seek legal advice about pending or contemplated litigation to wit: *Cameron County Housing Finance Corporation, et al v. Dallas Central Appraisal District,* DC-26-01767 in the 14th Judicial District Court of Dallas County, Texas.

**7. Reconvene Into Open Session and Take Any Necessary or Appropriate Action on Closed/Executive Session Matters**

**Members of the City Council may request topics to be placed on an agenda for a subsequent meeting. Any deliberation or decision shall be limited to a proposal to place topic on the agenda for a subsequent meeting.**

**8. Adjournment**

Deborah Sorensen

Deborah Sorensen, TRMC, MMC, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the City's website on May 13, 2026, by 5:30 p.m.

**City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, contact the City Secretary at 972-412-6109 or write 4000 Main St., Rowlett, Texas, 75088, at least 48 hours in advance of meeting.**

**City of Rowlett ~ 4000 Main Street, Rowlett TX 75088 ~ www.rowlett.com**

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 2.A.

**Title**
Presentation of an award to Detective Cruz Hernandez in recognition of his 40th Anniversary of Service with the Rowlett Police Department.

**Staff Representative**
Jeff Winget, Mayor

**Executive Summary**
Detective Cruz Hernandez has proudly served the citizens of Rowlett for 40 years. The Council requested his presence at the regular meeting to recognize him for his service.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **GOVERN TRANSPARENTLY & INCLUSIVELY** | 1.8 Provide accurate and timely information to policy-makers and the public. |

**Background Information**
On May 22, 2026, Detective Cruz Hernandez will mark 40 years of service with the Rowlett Police Department. The purpose of this item is to recognize Det. Hernandez's years of service to this community. He began his career with the Rowlett Police Department in 1986 and served in various capacities for the next four decades. He became a detective in 2003, where he currently handles property crimes.

**Discussion**

Detective Cruz Hernandez was born and raised in Dallas, where his passion for law enforcement began at an early age. Inspired by classic television police dramas such as Hawaii Five-O, Steve McGarrett, CHiPs, and Adam-12, he dreamed of one day serving his community as a police officer. His dedication to public service was strongly influenced by his father, Pedro Hernandez, who served as a Reserve Deputy with the Dallas County Sheriff's Department. Detective Hernandez also credits his uncle, David Hernandez, for providing the encouragement and guidance that helped him achieve his lifelong goal.

A 1983 graduate of Bishop Dunne Catholic School, Detective Hernandez began his law enforcement career in 1984 when he joined the City of Dallas Security Force, now known as

the Dallas Security Division. On December 19, 1984, he graduated from the Texas Peace Officer Academy and immediately began serving in assignments at Dallas Love Field and with the housing authority near Maple Avenue in Dallas.

While serving with the Dallas Security Force, Detective Hernandez worked alongside future Rowlett Police Department officers Jimmy Garcia, David Nabors, and David Mayne, all of whom would later retire after distinguished careers in law enforcement.

In 1985, Detective Hernandez received a Certificate of Merit from Dallas Police Chief Billy Prince for heroically entering a burning apartment building and rescuing an infant from the fire.

On May 22, 1986, Detective Hernandez joined the Rowlett Police Department, beginning a long and respected career of service to the community. In 1992, he became the department's first and only School Resource Officer, serving all nine schools in the city while operating out of Coyle Middle School.

One of the most notable events during his tenure occurred on September 6, 1996, during the first pep rally in the history of Rowlett High School. A fight broke out during the event, resulting in the deployment of pepper spray on those involved. The spray affected a large number of students, and 42 students were transported to local hospitals for treatment.
In 1997, Detective Hernandez returned to Patrol operations before transferring to the Criminal Investigative Division in 2003, where he served as a detective. Throughout his distinguished career, he held numerous specialized assignments, including School Resource Officer, Patrol Officer, Detective, Negotiator, Field Training Officer, Sex Offender Unit Investigator, Accident Investigator, Crime Victim Assistance Officer, and Public Information Officer.

As Public Information Officer, Detective Hernandez conducted numerous interviews with local and national media outlets. His most notable appearances included work with KDFW Fox 4 reporter Shaun Rabb on "Trackdown," as well as appearances on 20/20, Interrogation Raw, Investigation Discovery, HLN, and Oxygen.

Beyond his professional accomplishments, Detective Hernandez is a proud father to his daughter, Sarah, who graduated from University of North Texas with a Bachelor's degree in Business. His lifelong dedication to service, mentorship, and community protection reflects a career built on integrity, courage, and commitment to others.

## Financial/Budget Implications
N/A

## Recommended Action
Presentation of award

## Attachments
None

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 2.B.

**Title**
Presentation of a proclamation recognizing the week of May 17-23, 2026, as National Public Works Week.

**Staff Representative**
Jeff Winget, Mayor

**Executive Summary**
Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. It is a celebration of the tens of thousands of individuals in North America who provide and maintain the infrastructure and services collectively known as public works. These individuals also serve as first responders during emergency events. Across the nation, more than 30,000 members use this week to energize and educate the public on the importance of the contribution of public works to their daily lives: planning, building, managing, and operating the heart of our local communities and building the quality of life.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **GOVERN TRANSPARENTLY & INCLUSIVELY** | 1.6 Actively educate, engage, and communicate with the community through a variety of channels. |

**Background Information**

Instituted as a public education campaign by the APWA in 1960, National Public Works Week calls attention to the importance of public works in community life. The week seeks to enhance the prestige of the often-unsung heroes of our society – the professionals who serve the public good every day with quiet dedication.

Public Works helps maintain a community's strength by working together to provide an infrastructure of services in transportation, water, wastewater, stormwater treatment, public facilities, first response, and right-of-way management. Public Works provides the togetherness needed for collaboration with all the stakeholders in capital projects, infrastructure solutions, and quality-of-life services.

**Discussion**
This year's theme, “Rooted in Service, Powered by Community” acknowledges that the

roots of service run deep in public works. It’s what has propelled public works innovations that have helped our communities evolve into places where people can lead lives of purpose and possibility. Some work—like building roads and bridges—is highly visible, while other public works contributions—like maintaining water and sewer systems—are sometimes hidden from view. Together, these efforts form the foundation of thriving communities, reminding us that every project, seen or unseen, powers the connection between service and the people it supports.

**Financial/Budget Implications**
N/A

**Recommended Action**
N/A

**Attachments**
1. Proclamation National Public Works Week 2026

Rowlett
TEXAS

# Proclamation

**WHEREAS**, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Rowlett; and

**WHEREAS**, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in Rowlett to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS**, Rowlett's public works teams serve as dedicated stewards of the city's infrastructure and environment, maintaining everything from roads, drainage systems, and traffic signals to parks, public spaces, and municipal buildings; and

**WHEREAS**, their work ensures not only the safe and efficient movement of people and goods but also supports community events, environmental sustainability, and emergency preparedness; and

**WHEREAS**, through their commitment to excellence and tireless service, often behind the scenes and regardless of weather or time of day, these professionals help create a clean, accessible, and resilient community where residents can live, work, and play with confidence and pride; and

**WHEREAS**, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

**NOW, THEREFORE**, I, Jeff Winget, Mayor of the City of Rowlett, on behalf of the City Council, do hereby proclaim the week of May 17-23, 2026, as:

**NATIONAL PUBLIC WORKS WEEK**

and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

*In official recognition thereof, I hereby affix my signature this 19th day of May 2026.*

*Jeff Winget, Mayor, City of Rowlett*

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 2.C.

**Title**
Presentation of Comprehensive Monthly Financial Report (CMFR) for the period ending March 31, 2026

**Staff Representative**
Wendy Badgett, Director of Finance

**Executive Summary**
As part of an overall strategic priority to govern transparently and inclusively, the City Council has adopted a goal to provide accurate and timely information to policy makers and the public. The Comprehensive Monthly Financial Report (CMFR) is a summary of the City's overall financial performance through the reported period. The report also provides a general economic snapshot, as well as individual fund summaries that provide financial activity for the report period, as well as cumulative totals for the fiscal year to date.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **GOVERN TRANSPARENTLY & INCLUSIVELY** | 1.8 Provide accurate and timely information to policy-makers and the public. |

**Background Information**
The City of Rowlett's fiscal year begins on October 1 and ends on September 30 each year. The CMFR is prepared each month throughout the fiscal year and is made available on the City's website at https://www.ci.rowlett.tx.us/724/Financial-Reports. City staff presents the CMFR on a quarterly basis during a City Council meeting to provide policy makers and the public with important information about the City's financial position and operations.

**Discussion**

The Comprehensive Monthly Financial Report for the period ending March 31, 2026, is provided as Attachment 1. Six months of FY2026, or 50% of the fiscal year is complete.

The report format includes the revised revenue and expense budgets for all the reported

funds. The adjusted revised budget reflects administrative reallocations as well as funds for encumbrances on items ordered but not received by the previous year-end, as stated in the City's Financial Policies. The forecasts included in the report are also based on the adjusted revised budget.

**Revenues:** Overall, the City has earned or received $112.9 million for FY2026. This amount is 72.5% of the revised operating budget of $155.6 million and is 7.9% higher than forecast through the month of March.

- General Fund revenues are $5.6 million or 10.1% higher than expected.
- Utility Fund revenues are $185 thousand or 1.0% higher than expected.

**Expenses:** Expenses totaled $79.4 million year-to-date for FY2026. This amount is 50.9% of the revised operating budget of $155.9 million and is 1.8% lower than forecast through the month of March.

- General Fund expenses are $1.2 million or 3.6% lower than expected.
- Utility Fund expenses are $296 thousand or 1.4% higher than expected.

**Surplus:** The net surplus from operations through March is $33.5 million, which is $9.7 million higher than expected. The revised operating budget for the fiscal year anticipated a total shortfall of $273 thousand.

**Financial/Budget Implications**
N/A

**Recommended Action**
N/A

**Attachments**
1. March 2026 Monthly Financial Report - Attachment 1








# Comprehensive Monthly Financial Report

## March 2026

Totals may include immaterial rounding variances

# MONTHLY FINANCIAL REPORT

| PERFORMANCE AT A GLANCE | March 2026 | |
|---|---|---|
| | YEAR TO DATE | REFERENCE |
| ALL FUNDS SUMMARY | POSITIVE | Page 4 |
| GENERAL FUND REV VS EXP | POSITIVE | Page 5 |
| PROPERTY TAXES | POSITIVE | Page 5 |
| SALES TAXES | POSITIVE | Page 6 |
| FRANCHISE FEES | POSITIVE | Page 6 |
| UTILITY FUND REV VS EXP | POSITIVE | Page 7 |
| SEWER REVENUES | POSITIVE | Page 7 |
| WATER REVENUES | NEGATIVE | Page 8 |
| WATER USAGE | NEGATIVE | Page 8 |
| REFUSE FUND REV VS EXP | POSITIVE | Page 9 |
| DRAINAGE FUND REV VS EXP | POSITIVE | Page 9 |
| DEBT SERVICE FUND REV VS EXP | POSITIVE | Page 10 |
| EMPLOYEE BENEFITS REV VS EXP | POSITIVE | Page 10 |

**PERFORMANCE INDICATORS**

| | |
|---|---|
| POSITIVE | = Positive variance or negative variance < 1% compared to seasonal trends. |
| WARNING | = Negative variance of 1-5% compared to seasonal trends |
| NEGATIVE | = Negative variance of >5% compared to seasonal trends. |

## ECONOMIC INDICATORS

### ECONOMY

**National GDP:**

Real gross domestic product (GDP) increased at an annual rate of 0.5 percent in the fourth quarter of 2025 (October, November, and December), according to the third estimate released today by the U.S. Bureau of Economic Analysis. In the third quarter of 2025, real GDP increased 4.4 percent.

The third report for the fourth quarter of 2025, originally scheduled for March 27, 2026, was rescheduled due to the October–November 2025 government shutdown.

**Real GDP** was revised down 0.2 percentage point from the second estimate, primarily reflecting a downward revision to investment.

The contributors to the increase in **real GDP** in the fourth quarter were increases in consumer spending and investment. These movements were partly offset by decreases in government spending and exports. Imports, which are a subtraction in the calculation of GDP, decreased.

**Texas Leading Index:**

Data Not Available

### UNEMPLOYMENT

**National Unemployment:**

The national unemployment rate decreased from February to March from 4.4%.to 4.3%.

**State-Wide:**

Data Not Available

**Rowlett:**

Data Not Available

## March 31, 2026 – NEWS FOR YOU

Attached is the Comprehensive Monthly Financial report for March 2026. Six months of FY2026, or 50% of the fiscal year is complete.

**Revenues:** Overall, the City has earned or received $112.9 million for FY2026. This amount is 72.5% of the revised operating budget of $155.6 million and is 7.9% above forecast through the month of March.

- General Fund revenues are $5.6 million or 10.1% higher than expected.
- Utility Fund revenues are $185 thousand or 1.0% higher than expected.

**Expenses:** Expenses totaled $79.4 million year-to-date for FY2026. This amount is 50.9% of the revised operating budget of $155.9 million and is 1.8% lower than forecast through the month of March.

- General Fund expenses are $1.2 million or 3.6% lower than expected.
- Utility Fund expenses are $296 thousand or 1.4% higher than expected.

**Surplus:** The net surplus from operations through March is $33.5 million, which is $9.7 million higher than expected. The revised operating budget for the fiscal year anticipated a total shortfall of $273 thousand.

## NOTEWORTHY

**FISCAL YEAR 2026 BUDGET ADOPTED**

The FY2026 Budget was adopted at the special City Council meeting held on Wednesday, September 17. Having spent many months discussing the current needs of the City, the City Council determined keeping pace with city growth, employee retention and attraction, and utility rates continue to be the key strategic challenges for this budget.

As a result of increased costs for water delivery and wastewater treatment, the average household will see an increase of about $11.51 in their utility bill.

Due to contractual adjustments with Republic Services, refuse rates for the average residential customer with one polycart will increase about $2.04.

To keep pace with city growth and to support city services and outstanding debt obligations, the property tax rate was increased from $0.769691 to $0.807891.

For the average home value of just around $380,000, the cost per day for all city services in the General Fund is $8.41 per day.

# CITY OF ROWLETT, TEXAS
# FINANCIAL STATUS DASHBOARD
# March 31, 2026

## BUDGET SUMMARY OF ALL FUNDS FY2026

| | 2026 Adopted Budget | 2026 Revised Budget | 2026 Forecast | 2026 Year-to-Date | Variance |
|---|---|---|---|---|---|
| **Beginning Reserves** | **$ 60,669,919** | **$ 70,533,322** | **$ 70,533,322** | **$ 70,533,322** | **0.0%** |
| **Revenues:** | | | | | |
| General | 70,719,630 | 70,719,630 | 54,960,603 | 60,536,970 | 10.1% |
| Water & Sewer | 42,461,395 | 42,461,395 | 18,540,440 | 18,725,091 | 1.0% |
| Debt service | 21,083,274 | 21,083,274 | 20,577,597 | 22,661,641 | 10.1% |
| Drainage | 1,877,768 | 1,877,768 | 938,884 | 987,687 | 5.2% |
| Refuse | 8,368,300 | 8,368,300 | 4,184,150 | 4,384,779 | 4.8% |
| Employee Health Benefits | 9,587,404 | 9,587,404 | 4,827,952 | 4,840,543 | 0.3% |
| Police Seizure | 140,000 | 140,000 | 70,000 | 187,491 | 167.8% |
| Economic Development | 22,000 | 22,000 | 11,000 | 19,817 | 80.2% |
| Hotel/Motel Tax | 189,000 | 189,000 | 49,500 | 83,770 | 69.2% |
| P.E.G. | 71,000 | 71,000 | 20,250 | 25,413 | 25.5% |
| Juvenile Diversion | 35,000 | 35,000 | 16,541 | 24,222 | 46.4% |
| Court Technology | - | - | - | - | 0.0% |
| Court Security & Technology | 197,091 | 197,091 | 27,410 | 38,088 | 39.0% |
| Golf Course | 258,572 | 258,572 | 129,286 | 132,200 | 2.3% |
| Child Safety Fee Fund | 75,990 | 75,990 | 27,162 | 28,383 | 4.5% |
| Commercial Vehicle Enforcement | 498,034 | 498,034 | 249,017 | 188,362 | -24.4% |
| **Total Revenues** | $ 155,584,458 | $ 155,584,458 | $ 104,629,792 | $ 112,864,456 | 7.9% |
| **Expenses:** | | | | | |
| General | 70,391,497 | 70,783,080 | 32,716,618 | 31,538,963 | -3.6% |
| Water & Sewer | 41,768,050 | 41,949,769 | 20,565,545 | 20,861,676 | 1.4% |
| Debt service | 20,932,100 | 20,932,100 | 16,556,467 | 16,562,362 | 0.0% |
| Drainage | 1,877,768 | 1,894,860 | 1,106,956 | 1,122,185 | 1.4% |
| Refuse | 8,347,570 | 8,351,163 | 4,172,133 | 4,307,057 | 3.2% |
| Employee Health Benefits | 9,756,085 | 9,756,085 | 4,672,179 | 4,078,693 | -12.7% |
| Police Seizure | 166,250 | 372,034 | 271,729 | 249,969 | -8.0% |
| Economic Development | 60,800 | 60,800 | 48,675 | 48,675 | 0.0% |
| Hotel/Motel Tax | 436,838 | 436,838 | 65,287 | 130,632 | 100.1% |
| P.E.G. | 92,533 | 92,533 | 69,016 | 53,225 | -22.9% |
| Juvenile Diversion | 37,053 | 37,053 | 16,690 | 19,352 | 15.9% |
| Court Technology | 26,670 | 33,742 | 25,206 | 13,910 | -44.8% |
| Court Security & Technology | 170,091 | 170,091 | 75,973 | 56,514 | -25.6% |
| Golf Course | 308,572 | 308,572 | 154,386 | 121,395 | -21.4% |
| Child Safety Fee Fund | 102,681 | 102,681 | 45,636 | 44,047 | -3.5% |
| Commercial Vehicle Enforcement | 442,267 | 575,977 | 246,828 | 150,057 | -39.2% |
| **Total Expenses** | $ 154,916,825 | $ 155,857,377 | $ 80,809,323 | $ 79,358,714 | -1.8% |
| **Current Year Surplus/(Shortfall)** | **$ 667,633** | **$ (272,919)** | **$ 23,820,469** | **$ 33,505,742** | 40.7% |
| **Ending Reserves** | **$ 61,337,552** | **$ 70,260,403** | **$ 94,353,791** | **$ 104,039,064** | **10.3%** |

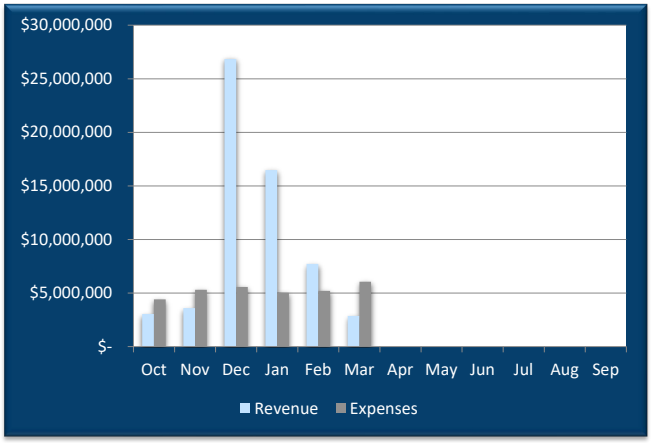
| | |
|---|---|
| Positive | Positive variance or negative variance <1% compared to forecast |
| Warning | Negative variance between 1%-5% compared to forecast |
| Negative | Negative variance >5% compared to forecast |

# CITY OF ROWLETT, TEXAS
# FINANCIAL STATUS DASHBOARD
# March 31, 2026

## OVERALL FUND PERFORMANCE

### GENERAL FUND REVENUES VS EXPENSES FY2026

| Month | 2026 Revenue | 2026 Expenses | Monthly Variance |
|---|---|---|---|
| Oct | $ 3,049,687 | $ 4,397,463 | $ (1,347,776) |
| Nov | 3,590,708 | 5,290,532 | (1,699,824) |
| Dec | 26,843,901 | 5,568,278 | 21,275,624 |
| Jan | 16,485,895 | 5,019,827 | 11,466,069 |
| Feb | 7,709,931 | 5,207,948 | 2,501,984 |
| Mar | 2,856,847 | 6,054,916 | (3,198,069) |
| Apr | | | |
| May | | | |
| Jun | | | |
| Jul | | | |
| Aug | | | |
| Sep | | | |
| **Total** | $ 60,536,970 | $ 31,538,963 | $ 28,998,007 |
| ***Cumulative Forecast*** | *$ 54,960,603* | *$ 32,716,618* | *$ 22,243,985* |
| ***Actual to Forecast $*** | *$ 5,576,367* | *$ (1,177,654)* | *$ 6,754,022* |
| ***Actual to Forecast %*** | *10.1%* | *-3.6%* | |



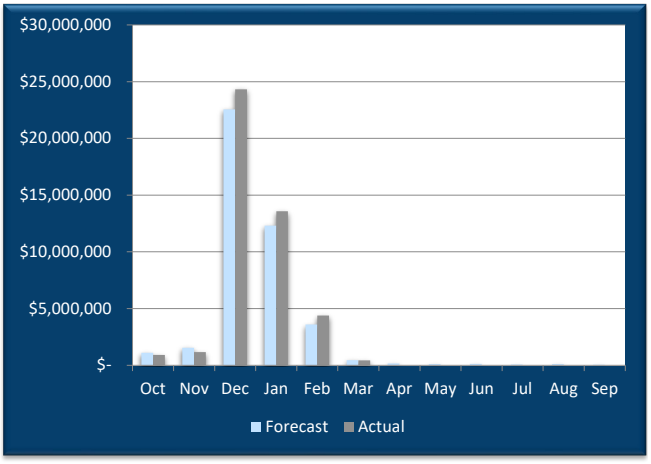

Positive

Cumulatively, General Fund is above the forecast for this time of the year, with revenues above forecast by 10.1% and expenses below forecast by 3.6%.

## REVENUE ANALYSIS

### PROPERTY TAXES FY2026

| Month | 2026 Forecast | 2026 Actual | Monthly Variance |
|---|---|---|---|
| Oct | $ 1,104,607 | $ 908,727 | $ (195,881) |
| Nov | 1,544,308 | 1,166,632 | (377,676) |
| Dec | 22,565,886 | 24,325,026 | 1,759,140 |
| Jan | 12,318,960 | 13,568,832 | 1,249,872 |
| Feb | 3,596,533 | 4,389,279 | 792,746 |
| Mar | 444,140 | 441,114 | (3,026) |
| Apr | 163,161 | | |
| May | 113,142 | | |
| Jun | 129,057 | | |
| Jul | 67,610 | | |
| Aug | 114,333 | | |
| Sep | 56,463 | | |
| **Total** | $ 42,218,200 | $ 44,799,609 | $ 3,225,175 |
| ***Actual to Forecast*** | | | *7.8%* |




Positive

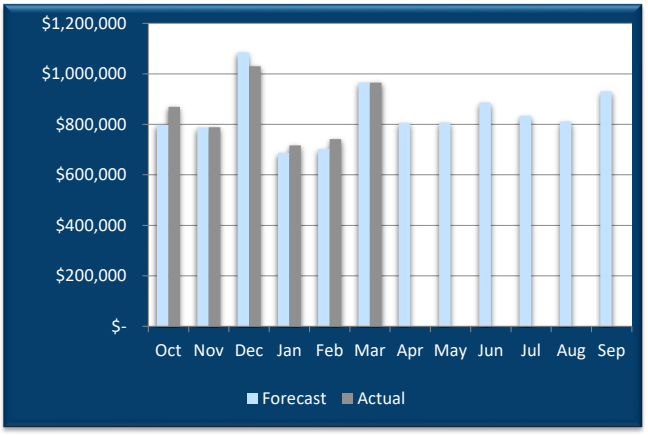
Property taxes represent over 50% of the total General Fund revenue budget and serve as the primary funding source for the general government. They are generally collected in December and January of each year. Cumulatively overall, property tax revenue is 7.8% above forecast.

# CITY OF ROWLETT, TEXAS
# FINANCIAL STATUS DASHBOARD
# March 31, 2026

## REVENUE ANALYSIS

### SALES TAXES FY2026

| Month | 2026 Forecast | 2026 Actual | Monthly Variance |
|---|---|---|---|
| Oct | $ 797,957 | $ 869,144 | $ 71,186 |
| Nov | 787,854 | 788,759 | 904 |
| Dec | 1,084,751 | 1,029,907 | (54,845) |
| Jan | 687,069 | 716,608 | 29,539 |
| Feb | 702,004 | 741,642 | 39,638 |
| Mar | 965,287 | 965,287 | - |
| Apr | 806,126 | | |
| May | 807,215 | | |
| Jun | 886,446 | | |
| Jul | 833,342 | | |
| Aug | 811,905 | | |
| Sep | 930,043 | | |
| **Total** | $ 10,100,000 | $ 5,111,346 | $ 86,423 |
| ***Actual to Forecast*** | | | *1.7%* |



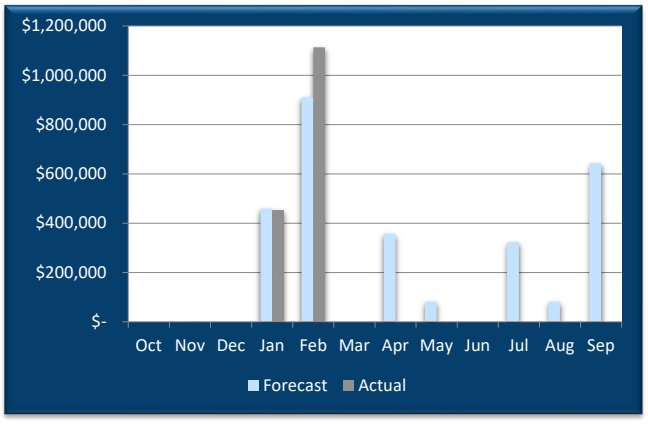

Positive

Sales tax is an important indicator of financial health for the Rowlett community. Sales taxes are collected by the State Comptroller and are recorded two months later. Overall, sales tax revenues are 1.7% above forecast at this time of year. March has not been reported by the state and is shown as an estimate.

## REVENUE ANALYSIS

### FRANCHISE FEES FY2026

| Month | 2026 Forecast | 2026 Actual | Monthly Variance |
|---|---|---|---|
| Oct | $ - | - | $ - |
| Nov | - | 113 | 113 |
| Dec | - | - | - |
| Jan | 459,000 | 453,518 | (5,482) |
| Feb | 910,500 | 1,113,517 | 203,017 |
| Mar | - | - | - |
| Apr | 357,000 | | |
| May | 81,500 | | |
| Jun | - | | |
| Jul | 323,000 | | |
| Aug | 81,500 | | |
| Sep | 642,500 | | |
| **Total** | $ 2,855,000 | $ 1,567,148 | $ 197,648 |
| ***Actual to Forecast*** | | | *14.4%* |




Positive

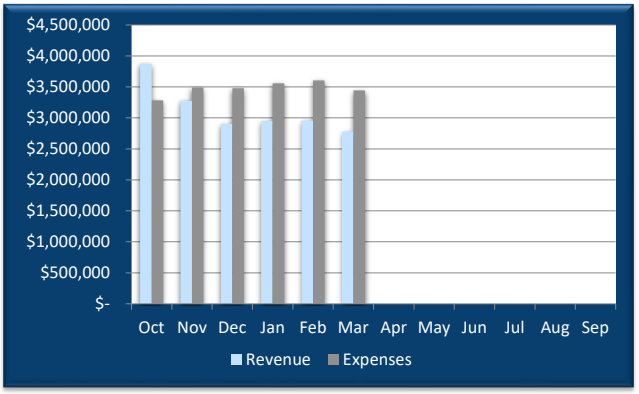
Franchise fees represent over 5% of the total General Fund budget and include electric, gas, cable and telecommunications. Most fees are paid quarterly with natural gas being paid yearly in January or February. Overall, franchise fees are above forecast by 14.4% at this time of year.

# CITY OF ROWLETT, TEXAS
# FINANCIAL STATUS DASHBOARD
# March 31, 2026

## OVERALL FUND PERFORMANCE

### UTILITY FUND REVENUES VS EXPENSES FY2026

| Month | 2026 Revenue | 2026 Expenses | Monthly Variance |
|---|---|---|---|
| Oct | $ 3,871,395 | $ 3,282,107 | $ 589,288 |
| Nov | 3,277,786 | 3,491,304 | (213,517) |
| Dec | 2,900,081 | 3,480,646 | (580,565) |
| Jan | 2,946,781 | 3,559,465 | (612,685) |
| Feb | 2,953,782 | 3,604,472 | (650,690) |
| Mar | 2,775,265 | 3,443,682 | (668,417) |
| Apr | | | - |
| May | | | - |
| Jun | | | - |
| Jul | | | - |
| Aug | | | - |
| Sep | | | - |
| **Total** | $ 18,725,091 | $ 20,861,676 | $ (2,136,585) |
| ***Cumulative Forecast*** | *$ 18,540,440* | *$ 20,565,545* | *$ (2,025,105)* |
| ***Actual to Forecast $*** | *$ 184,651* | *$ 296,132* | *$ (111,481)* |
| ***Actual to Forecast*** | *1.0%* | *1.4%* | |



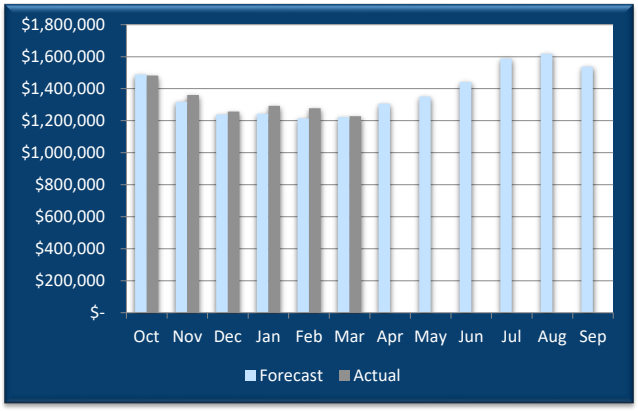

Positive

Cumulatively, the Utility Fund is above forecast for this time of the year, with revenues above forecast by 1.0% and expenses 1.4% above forecast.

## REVENUE ANALYSIS

### SEWER REVENUES FY2026

| Month | 2026 Forecast | 2026 Actual | Monthly Variance |
|---|---|---|---|
| Oct | $ 1,488,308 | $ 1,482,009 | $ (6,299) |
| Nov | 1,318,011 | 1,360,202 | 42,191 |
| Dec | 1,239,719 | 1,257,399 | 17,680 |
| Jan | 1,243,814 | 1,293,462 | 49,648 |
| Feb | 1,214,111 | 1,277,893 | 63,781 |
| Mar | 1,222,086 | 1,227,755 | 5,669 |
| Apr | 1,306,650 | | |
| May | 1,350,663 | | |
| Jun | 1,441,688 | | |
| Jul | 1,588,233 | | |
| Aug | 1,618,320 | | |
| Sep | 1,537,110 | | |
| **Total** | $ 16,568,713 | $ 7,898,720 | $ 172,671 |
| ***Actual to Forecast*** | | | *2.2%* |




Positive

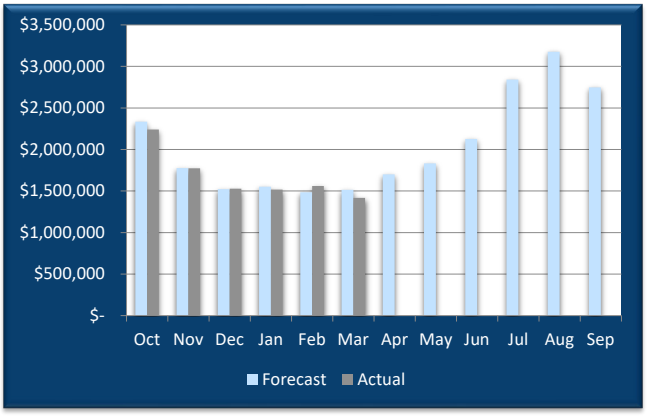
Sewer sales represent approximately 40% of the Utility Fund budget and cover the cost of sewer treatment paid to City of Garland. Cumulatively, sewer revenues are 2.2% above forecast.

# CITY OF ROWLETT, TEXAS
# FINANCIAL STATUS DASHBOARD
# March 31, 2026

## REVENUE ANALYSIS

### WATER REVENUES FY2026

| Month | 2026 Forecast | 2026 Actual | Monthly Variance |
|---|---|---|---|
| Oct | $ 2,333,359 | $ 2,239,708 | $ (93,651) |
| Nov | 1,776,988 | 1,774,316 | (2,672) |
| Dec | 1,521,293 | 1,527,323 | 6,029 |
| Jan | 1,551,904 | 1,516,151 | (35,754) |
| Feb | 1,485,649 | 1,559,713 | 74,065 |
| Mar | 1,513,231 | 1,418,433 | (94,798) |
| Apr | 1,701,254 | | |
| May | 1,832,294 | | |
| Jun | 2,126,159 | | |
| Jul | 2,840,663 | | |
| Aug | 3,177,120 | | |
| Sep | 2,747,362 | | |
| **Total** | $ 24,607,275 | $ 10,035,644 | $ (146,780) |
| ***Actual to Forecast*** | | | *-1.4%* |




Negative

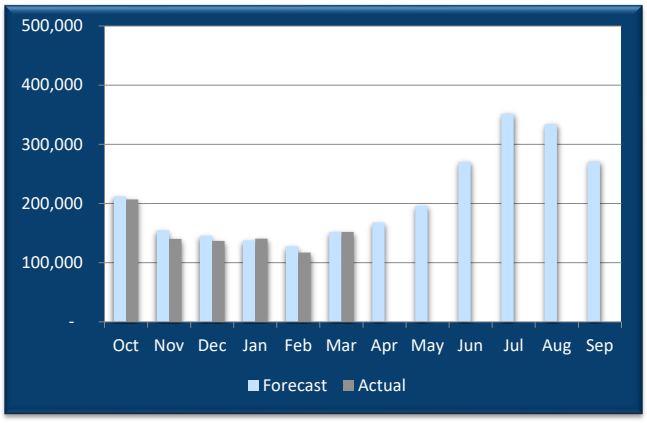
Water sales represent almost 60% of the total Utility Fund budget and cover the cost of water acquisition from the North Texas Municipal Water District. Cumulatively, water revenues are 1.4% below forecast for this time of year.

## REVENUE ANALYSIS

### WATER USAGE FY2026

| Month | 2026 Forecast | 2026 Actual | Monthly Variance |
|---|---|---|---|
| Oct | 211,760 | 206,938 | (4,822) |
| Nov | 154,557 | 140,215 | (14,342) |
| Dec | 145,493 | 136,829 | (8,664) |
| Jan | 137,584 | 140,401 | 2,817 |
| Feb | 127,683 | 117,059 | (10,625) |
| Mar | 152,102 | 152,102 | - |
| Apr | 167,766 | | |
| May | 196,164 | | |
| Jun | 270,454 | | |
| Jul | 351,375 | | |
| Aug | 334,301 | | |
| Sep | 270,895 | | |
| **Total** | 2,520,134 | 893,544 | (35,636) |
| ***Actual to Forecast*** | | | *-3.8%* |

**(IN THOUSAND GALLONS)**




Negative

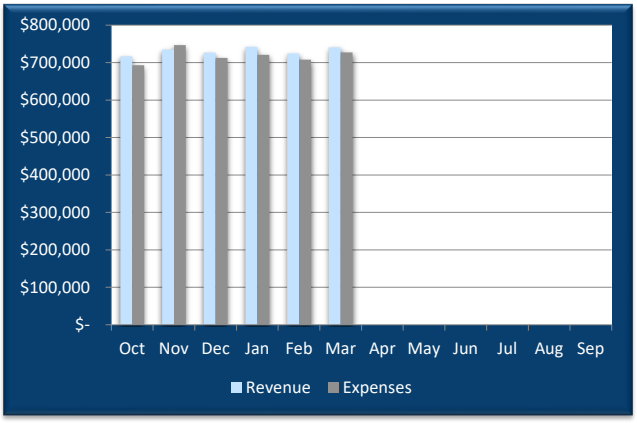
The City purchases its water from the North Texas Municipal Water District. The contract with NTMWD requires the City to pay for a minimum of 3.2 billion gallons of water per year. Water usage is 3.8% below forecast. The amount shown for March is an estimate, as data is not yet available.

CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
March 31, 2026

## OVERALL FUND PERFORMANCE

### REFUSE FUND REVENUES VS EXPENSES FY2026

| Month | 2026 Revenue | 2026 Expenses | Monthly Variance |
|---|---|---|---|
| Oct | $ 716,708 | $ 692,733 | $ 23,975 |
| Nov | 734,953 | 746,730 | (11,777) |
| Dec | 726,431 | 712,547 | 13,884 |
| Jan | 741,807 | 720,565 | 21,242 |
| Feb | 724,154 | 707,486 | 16,668 |
| Mar | 740,726 | 726,997 | 13,729 |
| Apr | | | |
| May | | | |
| Jun | | | |
| Jul | | | |
| Aug | | | |
| Sep | | | |
| **Total** | $ 4,384,779 | $ 4,307,057 | $ 77,721 |
| ***Cumulative Forecast*** | *$ 4,184,150* | *$ 4,172,133* | *$ 12,017* |
| ***Actual to Forecast $*** | *$ 200,629* | *$ 134,924* | *$ 65,705* |
| ***Actual to Forecast*** | *4.8%* | *3.2%* | |



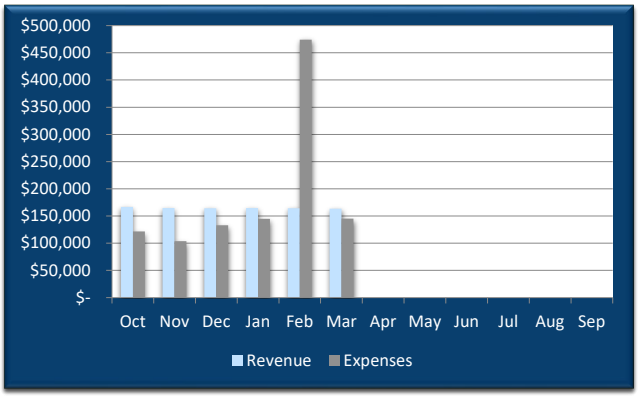

Positive

The Refuse Fund accounts for monies collected from customers on their utility bills and remitted to our solid waste provider. Revenues are 4.8% above forecast, and expenses are 3.2% above forecast.

## OVERALL FUND PERFORMANCE

### DRAINAGE FUND REVENUES VS EXPENSES FY2026

| Month | 2026 Revenue | 2026 Expenses | Monthly Variance |
|---|---|---|---|
| Oct | $ 166,749 | $ 121,595 | $ 45,154 |
| Nov | 164,509 | 103,670 | 60,839 |
| Dec | 164,101 | 132,902 | 31,199 |
| Jan | 164,650 | 144,847 | 19,803 |
| Feb | 164,061 | 473,981 | (309,920) |
| Mar | 163,617 | 145,190 | 18,427 |
| Apr | | | |
| May | | | |
| Jun | | | |
| Jul | | | |
| Aug | | | |
| Sep | | | |
| **Total** | $ 987,687 | $ 1,122,185 | $ (134,498) |
| ***Cumulative Forecast*** | *$ 938,884* | *$ 1,106,956* | *$ (168,072)* |
| ***Actual to Forecast $*** | *$ 48,803* | *$ 15,229* | *$ 33,574* |
| ***Actual to Forecast*** | *5.2%* | *1.4%* | |




Positive

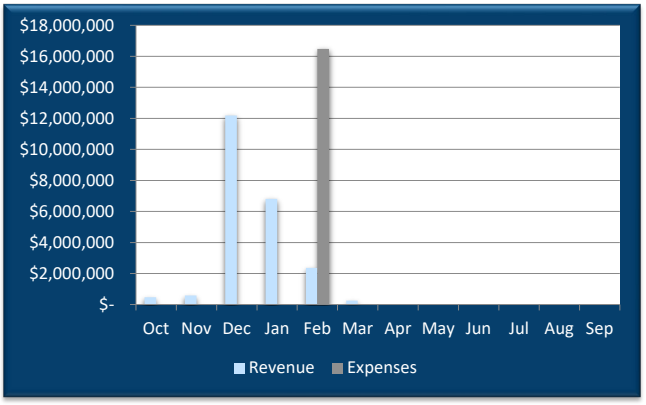
The Drainage Fund accounts for monies collected from customers on their utility bills for the municipal drainage system. Cumulatively, revenues are 5.2% above forecast, and expenses are 1.4% above forecast.

# CITY OF ROWLETT, TEXAS
# FINANCIAL STATUS DASHBOARD
# March 31, 2026

## OVERALL FUND PERFORMANCE

### DEBT SERVICE FUND REVENUES VS EXPENSES FY2026

| Month | 2026 Revenue | 2026 Expenses | Monthly Variance |
|---|---|---|---|
| Oct | $ 461,068 | $ 22,014 | $ 439,054 |
| Nov | 588,958 | 24,875 | 564,083 |
| Dec | 12,183,959 | 14,331 | 12,169,628 |
| Jan | 6,816,681 | 15,867 | 6,800,814 |
| Feb | 2,366,214 | 16,475,869 | (14,109,655) |
| Mar | 244,761 | 9,405 | 235,356 |
| Apr | | | |
| May | | | |
| Jun | | | |
| Jul | | | |
| Aug | | | |
| Sep | | | |
| **Total** | $ 22,661,641 | $ 16,562,362 | $ 6,099,279 |
| ***Cumulative Forecast*** | *$ 20,577,597* | *$ 16,556,467* | *$ 4,021,130* |
| ***Actual to Forecast $*** | *$ 2,084,044* | *$ 5,895* | *$ 2,078,149* |
| ***Actual to Forecast*** | *10.1%* | *0.0%* | |



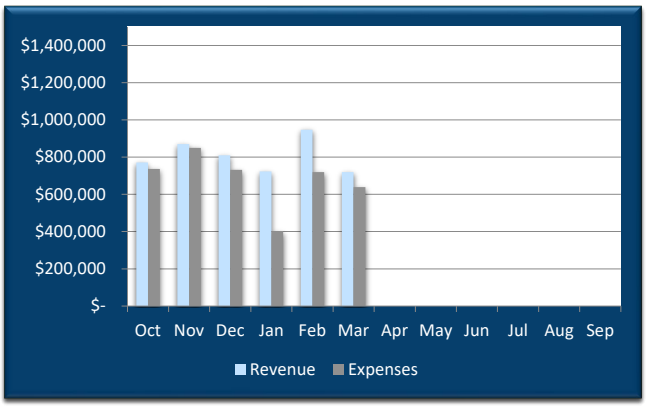

Positive

General Debt Service Fund is used to pay principal and interest on tax-supported debt. Currently, the revenues are 10.1% above forecast and expenses are at forecast. The fund makes semi-annual debt payments in February and August.

## OVERALL FUND PERFORMANCE

### EMPLOYEE HEALTH BENEFITS FUND REVENUES VS EXPENSES FY2026

| Month | 2026 Revenue | 2026 Expenses | Monthly Variance |
|---|---|---|---|
| Oct | $ 770,937 | $ 735,955 | $ 34,982 |
| Nov | 869,911 | 849,568 | 20,343 |
| Dec | 809,655 | 731,688 | 77,968 |
| Jan | 722,892 | 403,089 | 319,803 |
| Feb | 947,561 | 719,515 | 228,046 |
| Mar | 719,586 | 638,878 | 80,709 |
| Apr | | | |
| May | | | |
| Jun | | | |
| Jul | | | |
| Aug | | | |
| Sep | | | |
| **Total** | $ 4,840,543 | $ 4,078,693 | $ 761,850 |
| ***Cumulative Forecast*** | *$ 4,827,952* | *$ 4,672,179* | *$ 155,773* |
| ***Actual to Forecast $*** | *$ 12,591* | *$ (593,486)* | *$ 606,077* |
| ***Actual to Forecast*** | *0.3%* | *-12.7%* | |




Positive

Employee Health Benefits Fund accounts for all health related claims paid from the City's partial self-insured medical benefit plan. Overall, revenues are 0.3% above forecast with expenses 12.7% below forecast.

Rowlett
TEXAS

# Comprehensive Monthly Financial Report

## March 2026
## Supplement






Totals may include immaterial rounding variances

**CITY OF ROWLETT**
**GENERAL FUND**
**FY 2025 - 2026**
**March 31, 2026**

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| **Beginning Reserves** | **$ 34,324,218** | **$ 42,401,663** | **$ 42,401,663** | **$ 42,401,663** | |
| **REVENUES** | | | | | |
| **External Revenues:** | | | | | |
| Taxes | $ 52,434,200 | $ 52,434,200 | $ 46,647,691 | $ 49,957,368 | 7.1% |
| Franchise fees | 2,855,000 | 2,855,000 | 1,369,500 | 1,567,148 | 14.4% |
| Licenses & permits | 1,447,200 | 1,447,200 | 714,558 | 1,049,367 | 46.9% |
| Charges for service | 4,717,600 | 4,717,600 | 1,950,047 | 2,576,640 | 32.1% |
| Fines & forfeitures | 765,400 | 765,400 | 345,410 | 508,410 | 47.2% |
| Interest earnings | 880,200 | 880,200 | 339,487 | 1,085,196 | 219.7% |
| Other | 1,418,500 | 1,418,500 | 469,000 | 667,931 | 42.4% |
| Total External Revenues | 64,518,100 | 64,518,100 | 51,835,693 | 57,412,060 | 10.8% |
| **Internal Revenues:** | | | | | |
| Transfers from other funds | 6,201,530 | 6,201,530 | 3,124,910 | 3,124,910 | 0.0% |
| **Total Revenues** | **$ 70,719,630** | **$ 70,719,630** | **$ 54,960,603** | **$ 60,536,970** | **10.1%** |
| **EXPENSES** | | | | | |
| **Expenses:** | | | | | |
| Personnel costs | $ 53,716,109 | $ 53,488,494 | $ 24,080,366 | $ 24,105,710 | 0.1% |
| Supplies | 2,863,004 | 2,962,816 | 1,481,408 | 1,109,163 | -25.1% |
| Legal and professional | 2,148,317 | 2,391,462 | 1,195,731 | 1,055,981 | -11.7% |
| Utilities | 1,711,308 | 1,711,308 | 855,654 | 850,141 | -0.6% |
| Purchase services | 8,489,076 | 8,872,994 | 4,601,205 | 3,915,713 | -14.9% |
| Capital equipment | 411,632 | 303,955 | 45,774 | 45,774 | 0.0% |
| Total expenses | 69,339,446 | 69,731,029 | 32,260,138 | 31,082,483 | -3.7% |
| **Internal expenses:** | | | | | |
| Transfers to other funds | 1,052,051 | 1,052,051 | 456,480 | 456,480 | 0.0% |
| **Total Expenses** | **$ 70,391,497** | **$ 70,783,080** | **$ 32,716,618** | **$ 31,538,963** | **-3.6%** |
| **Current Year Surplus/(Shortfall)** | **$ 328,133** | **$ (63,450)** | **$ 22,243,985** | **$ 28,998,007** | |
| **Ending Reserves** | **$ 34,652,351** | **$ 42,338,213** | **$ 64,645,648** | **$ 71,399,670** | |

**CITY OF ROWLETT**
**WATER & SEWER FUND**
**FY 2025 - 2026**
**March 31, 2026**

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| **Beginning Reserves** | **$ 16,642,228** | **$ 16,308,196** | **$ 16,308,196** | **$ 16,308,196** | |
| **REVENUES** | | | | | |
| **External Revenues:** | | | | | |
| Water sales | $ 24,607,275 | $ 24,607,275 | $ 10,182,424 | $ 10,035,644 | -1.4% |
| Wastewater sales | 16,568,713 | 16,568,713 | 7,726,049 | 7,898,720 | 2.2% |
| Other fees & charges | 905,000 | 905,000 | 441,763 | 505,866 | 14.5% |
| Interest earnings | 287,000 | 287,000 | 143,500 | 238,158 | 66.0% |
| Total External Revenues | 42,367,988 | 42,367,988 | 18,493,737 | 18,678,388 | 1.0% |
| **Internal Revenues:** | | | | | |
| Transfers from other funds | 93,407 | 93,407 | 46,704 | 46,704 | 0.0% |
| **Total Revenues** | **$ 42,461,395** | **$ 42,461,395** | **$ 18,540,440** | **$ 18,725,091** | **1.0%** |
| **EXPENSES** | | | | | |
| **Expenses:** | | | | | |
| Personnel costs | $ 4,163,803 | $ 4,163,803 | $ 1,807,801 | $ 1,625,376 | -10.1% |
| Supplies | 740,421 | 774,176 | 387,088 | 359,622 | -7.1% |
| Water purchases | 13,319,643 | 13,319,643 | 6,734,822 | 6,654,426 | -1.2% |
| Wastewater treatment | 7,638,691 | 7,638,691 | 3,561,948 | 4,368,212 | 22.6% |
| Purchase services | 1,898,581 | 2,046,544 | 1,023,272 | 803,427 | -21.5% |
| Capital outlay | 3,617 | 3,617 | - | - | 0.0% |
| Capital improvements | 3,594,080 | 3,594,080 | 1,797,040 | 1,797,040 | 0.0% |
| Debt service | 5,277,321 | 5,277,321 | 2,687,627 | 2,687,627 | 0.0% |
| Total expenses | 36,636,157 | 36,817,876 | 17,999,598 | 18,295,730 | 1.6% |
| **Internal expenses:** | | | | | |
| Transfers to other funds | 5,131,893 | 5,131,893 | 2,565,947 | 2,565,947 | 0.0% |
| **Total Expenses** | **$ 41,768,050** | **$ 41,949,769** | **$ 20,565,545** | **$ 20,861,676** | **1.4%** |
| **Current Year Surplus/(Shortfall)** | **$ 693,345** | **$ 511,626** | **$ (2,025,105)** | **$ (2,136,585)** | |
| **Ending Reserves** | **$ 17,335,573** | **$ 16,819,822** | **$ 14,283,091** | **$ 14,171,611** | |

## CITY OF ROWLETT
## DEBT SERVICE FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| **Beginning Reserves** | **$ 2,466,164** | **$ 2,621,456** | **$ 2,621,456** | **$ 2,621,456** | |
| **REVENUES** | | | | | |
| **External Revenues:** | | | | | |
| Taxes | $ 20,729,484 | $ 20,729,484 | $ 20,413,390 | $ 22,358,204 | 9.5% |
| Interest earnings | 111,000 | 111,000 | 42,812 | 182,042 | 325.2% |
| Other | - | - | - | - | 0.0% |
| Total External Revenues | 20,840,484 | 20,840,484 | 20,456,202 | 22,540,246 | 10.2% |
| **Internal Revenues:** | | | | | |
| Transfers from other funds | 242,790 | 242,790 | 121,395 | 121,395 | 0.0% |
| **Total Revenues** | **$ 21,083,274** | **$ 21,083,274** | **$ 20,577,597** | **$ 22,661,641** | **10.1%** |
| **EXPENSES** | | | | | |
| **Expenses:** | | | | | |
| Debt service | $ 20,744,000 | $ 20,744,000 | $ 16,439,155 | $ 16,439,155 | 0.0% |
| Legal and professional | 188,100 | 188,100 | 117,312 | 123,207 | 5.0% |
| **Total Expenses** | **$ 20,932,100** | **$ 20,932,100** | **$ 16,556,467** | **$ 16,562,362** | **0.0%** |
| **Current Year Surplus/(Shortfall)** | **$ 151,174** | **$ 151,174** | **$ 4,021,130** | **$ 6,099,279** | |
| **Ending Reserves** | **$ 2,617,338** | **$ 2,772,630** | **$ 6,642,586** | **$ 8,720,735** | |

## CITY OF ROWLETT
## DRAINAGE FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| **Beginning Reserves** | **$ 896,942** | **$ 1,177,970** | **$ 1,177,970** | **$ 1,177,970** | |
| **REVENUES** | | | | | |
| **External Revenues:** | | | | | |
| Charges for service | $ 1,862,768 | $ 1,862,768 | $ 931,384 | $ 971,110 | 4.3% |
| Interest earnings | 15,000 | 15,000 | 7,500 | 16,577 | 121.0% |
| **Total Revenues** | **$ 1,877,768** | **$ 1,877,768** | **$ 938,884** | **$ 987,687** | **5.2%** |
| **EXPENSES** | | | | | |
| **Expenses:** | | | | | |
| Personnel costs | $ 146,610 | $ 146,610 | $ 65,160 | $ 44,331 | -32.0% |
| Supplies | 53,329 | 70,421 | 35,210 | 71,616 | 103.4% |
| Purchase services | 65,842 | 65,842 | 32,921 | 32,573 | -1.1% |
| Capital improvements | 1,213,205 | 1,213,205 | 606,678 | 606,678 | 0.0% |
| Debt service | 348,500 | 348,500 | 341,846 | 341,846 | 0.0% |
| Total expenses | 1,827,486 | 1,844,578 | 1,081,815 | 1,097,044 | 1.4% |
| **Internal expenses:** | | | | | |
| Transfers to other funds | 50,282 | 50,282 | 25,141 | 25,142 | 0.0% |
| **Total Expenses** | **$ 1,877,768** | **$ 1,894,860** | **$ 1,106,956** | **$ 1,122,185** | **1.4%** |
| **Current Year Surplus/(Shortfall)** | **$ -** | **$ (17,092)** | **$ (168,072)** | **$ (134,498)** | |
| **Ending Reserves** | **$ 896,942** | **$ 1,160,879** | **$ 1,009,898** | **$ 1,043,472** | |

## CITY OF ROWLETT
## REFUSE FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| **Beginning Reserves** | **$ 442,555** | **$ 538,725** | **$ 538,725** | **$ 538,725** | |
| **REVENUES** | | | | | |
| **External Revenues:** | | | | | |
| Charges for service | $ 8,358,800 | $ 8,358,800 | $ 4,179,400 | $ 4,375,559 | 4.7% |
| Interest earnings | 7,000 | 7,000 | 3,500 | 5,945 | 69.9% |
| Other | 2,500 | 2,500 | 1,250 | 3,275 | 162.0% |
| **Total Revenues** | **$ 8,368,300** | **$ 8,368,300** | **$ 4,184,150** | **$ 4,384,779** | **4.8%** |
| **EXPENSES** | | | | | |
| **Expenses:** | | | | | |
| Personnel | $ 62,063 | $ 62,063 | $ 27,584 | $ 17,089 | -38.0% |
| Solid waste collection | 7,356,400 | 7,356,400 | 3,678,200 | 3,827,366 | 4.1% |
| Supplies | - | - | - | - | 0.0% |
| Purchase services | 85,000 | 88,593 | 44,296 | 40,549 | -8.5% |
| Capital improvements | - | - | - | - | 0.0% |
| Total expenses | 7,503,463 | 7,507,056 | 3,750,080 | 3,885,004 | 3.6% |
| **Internal expenses:** | | | | | |
| Transfers to other funds | 844,107 | 844,107 | 422,054 | 422,054 | 0.0% |
| | 844,107 | 844,107 | 422,054 | 422,054 | 0.0% |
| **Total Expenses** | **$ 8,347,570** | **$ 8,351,163** | **$ 4,172,133** | **$ 4,307,057** | **3.2%** |
| **Current Year Surplus/(Shortfall)** | **$ 20,730** | **$ 17,137** | **$ 12,017** | **$ 77,721** | |
| **Ending Reserves** | **$ 463,285** | **$ 555,862** | **$ 550,742** | **$ 616,446** | |

## CITY OF ROWLETT
## EMPLOYEE HEALTH BENEFITS FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| **Beginning Reserves** | **$ 3,002,355** | **$ 3,674,296** | **$ 3,674,296** | **$ 3,674,296** | |
| **REVENUES** | | | | | |
| **External Revenues:** | | | | | |
| Employee Contributions | $ 1,207,022 | $ 1,207,022 | $ 603,511 | $ 621,421 | 3.0% |
| City Contributions | 7,131,243 | 7,131,243 | 3,565,622 | 3,592,671 | 0.8% |
| Retiree Contributions | 30,000 | 30,000 | 15,000 | 13,898 | -7.3% |
| City HRA Contributions | 68,500 | 68,500 | 68,500 | 58,820 | -14.1% |
| Other | 1,150,639 | 1,150,639 | 575,320 | 553,733 | -3.8% |
| **Total Revenues** | **$ 9,587,404** | **$ 9,587,404** | **$ 4,827,952** | **$ 4,840,543** | **0.3%** |
| **EXPENSES** | | | | | |
| **Expenses:** | | | | | |
| Benefit Administration | $ 423,484 | $ 423,484 | $ 211,742 | $ 241,230 | 13.9% |
| Individual Stop Loss | 1,815,098 | 1,815,098 | 907,549 | 857,374 | -5.5% |
| Benefit Payments | 6,730,396 | 6,730,396 | 3,022,198 | 2,425,282 | -19.8% |
| OPEB Distributions | 320,000 | 320,000 | 320,000 | 347,145 | 8.5% |
| Wellness | 120,000 | 120,000 | 44,177 | 41,149 | -6.9% |
| Personnel | 126,742 | 126,742 | 56,330 | 56,330 | 0.0% |
| Transfers to Other Funds | 220,365 | 220,365 | 110,183 | 110,183 | 0.0% |
| **Total Expenses** | **$ 9,756,085** | **$ 9,756,085** | **$ 4,672,179** | **$ 4,078,693** | **-12.7%** |
| **Current Year Surplus/(Shortfall)** | **$ (168,681)** | **$ (168,681)** | **$ 155,773** | **$ 761,850** | |
| **Ending Reserves** | **$ 2,833,674** | **$ 3,505,615** | **$ 3,830,069** | **$ 4,436,146** | |

## CITY OF ROWLETT
## ECONOMIC DEVELOPMENT FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 1,180,671 | $ 1,174,523 | $ 1,174,523 | $ 1,174,523 | |
| Total Revenues | $ 22,000 | $ 22,000 | $ 11,000 | $ 19,817 | 80.2% |
| Total Expenses | $ 60,800 | $ 60,800 | $ 48,675 | $ 48,675 | 0.0% |
| Current Year Surplus/(Shortfall) | $ (38,800) | $ (38,800) | $ (37,675) | $ (28,858) | |
| Ending Reserves | $ 1,141,871 | $ 1,135,723 | $ 1,136,848 | $ 1,145,665 | |

## CITY OF ROWLETT
## P.E.G. FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 578,336 | $ 618,734 | $ 618,734 | $ 618,734 | |
| Total Revenues | $ 71,000 | $ 71,000 | $ 20,250 | $ 25,413 | 25.5% |
| Total Expenses | $ 92,533 | $ 92,533 | $ 69,016 | $ 53,225 | -22.9% |
| Current Year Surplus/(Shortfall) | $ (21,533) | $ (21,533) | $ (48,766) | $ (27,812) | |
| Ending Reserves | $ 556,803 | $ 597,201 | $ 569,968 | $ 590,922 | |

## CITY OF ROWLETT
## POLICE SEIZURE FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 320,499 | $ 617,752 | $ 617,752 | $ 617,752 | |
| Total Revenues | $ 140,000 | $ 140,000 | $ 70,000 | $ 187,491 | 167.8% |
| Total Expenses | $ 166,250 | $ 372,034 | $ 271,729 | $ 249,969 | -8.0% |
| Current Year Surplus/(Shortfall) | $ (26,250) | $ (232,034) | $ (201,729) | $ (62,478) | |
| Ending Reserves | $ 294,249 | $ 385,718 | $ 416,023 | $ 555,274 | |

## CITY OF ROWLETT
## GOLF FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 347,495 | $ 356,288 | $ 356,288 | $ 356,288 | |
| Total Revenues | $ 258,572 | $ 258,572 | $ 129,286 | $ 132,200 | 2.3% |
| Total Expenses | $ 308,572 | $ 308,572 | $ 154,386 | $ 121,395 | -21.4% |
| Current Year Surplus/(Shortfall) | $ (50,000) | $ (50,000) | $ (25,100) | $ 10,805 | |
| Ending Reserves | $ 297,495 | $ 306,288 | $ 331,188 | $ 367,093 | |

## CITY OF ROWLETT
## HOTEL/MOTEL FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 247,838 | $ 525,326 | $ 525,326 | $ 525,326 | |
| Total Revenues | $ 189,000 | $ 189,000 | $ 49,500 | $ 83,770 | 69.2% |
| Total Expenses | $ 436,838 | $ 436,838 | $ 65,287 | $ 130,632 | 100.1% |
| Current Year Surplus/(Shortfall) | $ (247,838) | $ (247,838) | $ (15,787) | $ (46,862) | |
| Ending Reserves | $ - | $ 277,488 | $ 509,539 | $ 478,464 | |

## CITY OF ROWLETT
## JUVENILE DIVERSION FUND
## FY 2025 - 2026
## March 31, 2026

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 156,555 | $ 163,087 | $ 163,087 | $ 163,087 | |
| Total Revenues | $ 35,000 | $ 35,000 | $ 16,541 | $ 24,222 | 46.4% |
| Total Expenses | $ 37,053 | $ 37,053 | $ 16,690 | $ 19,352 | 15.9% |
| Current Year Surplus/(Shortfall) | $ (2,053) | $ (2,053) | $ (149) | $ 4,870 | |
| Ending Reserves | $ 154,502 | $ 161,034 | $ 162,938 | $ 167,957 | |

**CITY OF ROWLETT**
**COURT TECHNOLOGY FUND**
**FY 2025 - 2026**
**March 31, 2026**

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 80,574 | $ 98,260 | $ 98,260 | $ 98,260 | |
| Total Revenues | $ - | $ - | $ - | $ - | 0.0% |
| Total Expenses | $ 26,670 | $ 33,742 | $ 25,206 | $ 13,910 | -44.8% |
| Current Year Surplus/(Shortfall) | $ (26,670) | $ (33,742) | $ (25,206) | $ (13,910) | |
| Ending Reserves | $ 53,904 | $ 64,518 | $ 73,054 | $ 84,350 | |

**CITY OF ROWLETT**
**COURT SECURITY & TECHNOLOGY**
**FY 2025 - 2026**
**March 31, 2026**

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 12,565 | $ - | $ - | $ - | |
| Total Revenues | $ 197,091 | $ 197,091 | $ 27,410 | $ 38,088 | 39.0% |
| Total Expenses | $ 170,091 | $ 170,091 | $ 75,973 | $ 56,514 | -25.6% |
| Current Year Surplus/(Shortfall) | $ 27,000 | $ 27,000 | $ (48,562) | $ (18,426) | |
| Ending Reserves | $ 39,565 | $ 27,000 | $ (48,562) | $ (18,426) | |

**CITY OF ROWLETT**
**CHILD SAFETY FEE FUND**
**FY 2025 - 2026**
**March 31, 2026**

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ 26,691 | $ 62,330 | $ 62,330 | $ 62,330 | |
| Total Revenues | $ 75,990 | $ 75,990 | $ 27,162 | $ 28,383 | 4.5% |
| Total Expenses | $ 102,681 | $ 102,681 | $ 45,636 | $ 44,047 | -3.5% |
| Current Year Surplus/(Shortfall) | $ (26,691) | $ (26,691) | $ (18,474) | $ (15,665) | |
| Ending Reserves | $ - | $ 35,639 | $ 43,856 | $ 46,665 | |

**CITY OF ROWLETT**
**COMMERCIAL VEHICLE ENFORCEMENT**
**FY 2025 - 2026**
**March 31, 2026**

| | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR-TO-DATE | Variance |
|---|---|---|---|---|---|
| Beginning Reserves | $ (55,767) | $ 194,716 | $ 194,716 | $ 194,716 | |
| Total Revenues | $ 498,034 | $ 498,034 | $ 249,017 | $ 188,362 | -24.4% |
| Total Expenses | $ 442,267 | $ 575,977 | $ 246,828 | $ 150,057 | -39.2% |
| Current Year Surplus/(Shortfall) | $ 55,767 | $ (77,943) | $ 2,189 | $ 38,305 | |
| Ending Reserves | $ - | $ 116,773 | $ 196,905 | $ 233,021 | |

# CITY OF ROWLETT, TEXAS
# GENERAL FUND DASHBOARD
# March 31, 2026

## BUDGET SUMMARY OF GENERAL FUND FY2026

*Revenue Summary*

| Revenues | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR TO DATE | VARIANCE |
|---|---|---|---|---|---|
| Tax Revenues: | | | | | |
| Property taxes | $ 42,218,200 | $ 42,218,200 | $ 41,574,435 | $ 44,799,609 | 7.8% |
| City sales tax | 10,100,000 | 10,100,000 | 5,024,923 | 5,111,346 | 1.7% |
| Mixed drink tax | 116,000 | 116,000 | 48,333 | 46,413 | -4.0% |
| Total | $ 52,434,200 | $ 52,434,200 | $ 46,647,691 | $ 49,957,368 | 7.1% |
| Franchise Fees: | | | | | |
| Electric | $ 1,700,000 | $ 1,700,000 | $ 459,000 | $ 453,518 | -1.2% |
| Telephone | 19,000 | 19,000 | 4,750 | 4,440 | -6.5% |
| Gas | 829,000 | 829,000 | 829,000 | 1,032,736 | 24.6% |
| Cable | 307,000 | 307,000 | 76,750 | 76,454 | -0.4% |
| Total | $ 2,855,000 | $ 2,855,000 | $ 1,369,500 | $ 1,567,148 | 14.4% |
| Licenses and Permits: | | | | | |
| Other | $ 1,447,200 | $ 1,447,200 | $ 714,558 | $ 1,049,367 | 46.9% |
| Total | $ 1,447,200 | $ 1,447,200 | $ 714,558 | $ 1,049,367 | 46.9% |
| Charges for Service: | | | | | |
| GISD resource officer | $ 910,000 | $ 910,000 | $ 379,167 | $ 367,831 | -3.0% |
| Ambulance fees | 1,575,000 | 1,575,000 | 774,322 | 962,150 | 24.3% |
| 911 Emergency | 453,000 | 453,000 | 188,729 | 194,365 | 3.0% |
| Mowing fees | 65,000 | 65,000 | 27,009 | 76,204 | 182.1% |
| Other fees & charges | 1,714,600 | 1,714,600 | 580,820 | 976,089 | 68.1% |
| Total | $ 4,717,600 | $ 4,717,600 | $ 1,950,047 | $ 2,576,640 | 32.1% |
| | | # | | | |
| Fines and Forfeitures: | | | | | |
| Municipal court fines | $ 764,000 | $ 764,000 | $ 344,710 | $ 507,628 | 47.3% |
| Library Fines | 1,400 | 1,400 | 700 | 782 | 11.7% |
| Total | $ 765,400 | $ 765,400 | $ 345,410 | $ 508,410 | 47.2% |
| Other: | | | | | |
| Interest earnings | $ 880,200 | $ 880,200 | $ 339,487 | $ 1,085,196 | 2.19657197 |
| Miscellaneous | 1,418,500 | 1,418,500 | 469,000 | 667,931 | 42.4% |
| Total | $ 2,298,700 | $ 2,298,700 | $ 808,487 | $ 1,753,127 | 116.8% |
| Internal Transfers: | | | | | |
| Transfers | $ 6,201,530 | $ 6,201,530 | $ 3,124,910 | $ 3,124,910 | 0.0% |
| Total | $ 6,201,530 | $ 6,201,530 | $ 3,124,910 | $ 3,124,910 | 0.0% |
| Total Revenues | $ 70,719,630 | $ 70,719,630 | $ 54,960,603 | $ 60,536,970 | 10.1% |

# CITY OF ROWLETT, TEXAS
# GENERAL FUND DASHBOARD
# March 31, 2026

## BUDGET SUMMARY OF GENERAL FUND FY2026

*Expense Summary*

| Expenses | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR TO DATE | VARIANCE |
|---|---|---|---|---|---|
| Personnel Services | $ 53,716,109 | $ 53,488,494 | $ 24,080,366 | $ 24,105,710 | 0.1% |
| Supplies | 2,863,004 | 2,962,816 | 1,481,408 | 1,109,163 | -25.1% |
| Purchase Services | 12,348,701 | 12,975,765 | 6,652,590 | 5,821,835 | -12.5% |
| Capital Outlay | 411,632 | 303,955 | 45,774 | 45,774 | 0.0% |
| Transfers Out | 1,052,051 | 1,052,051 | 456,480 | 456,480 | 0.0% |
| Total | $ 70,391,497 | $ 70,783,080 | $ 32,716,618 | $ 31,538,963 | -3.6% |

| By Division | 2026 ADOPTED BUDGET | 2026 REVISED BUDGET | 2026 FORECAST | 2026 YEAR TO DATE | VARIANCE |
|---|---|---|---|---|---|
| City Council | $ 251,258 | $ 255,594 | $ 123,529 | $ 74,117 | -40.0% |
| City Manager | 1,218,789 | 1,226,734 | 550,330 | 967,794 | 75.9% |
| City Secretary | 665,288 | 669,607 | 312,410 | 344,211 | 10.2% |
| Community Development | 3,552,836 | 3,337,149 | 1,523,565 | 1,262,517 | -17.1% |
| Community Engagement | 1,039,065 | 935,656 | 433,318 | 397,398 | -8.3% |
| Economic Development | 355,507 | 328,966 | 154,771 | 120,730 | -22.0% |
| Finance | 2,075,681 | 2,051,799 | 928,769 | 891,250 | -4.0% |
| Fire | 18,365,642 | 18,433,360 | 8,806,702 | 8,860,299 | 0.6% |
| Human Resources | 867,550 | 868,184 | 401,353 | 362,534 | -9.7% |
| Information Technology | 3,073,691 | 3,108,815 | 1,474,489 | 1,361,820 | -7.6% |
| Judicial Services | 1,022,998 | 1,011,537 | 466,957 | 414,999 | -11.1% |
| Library | 1,707,973 | 1,707,973 | 794,932 | 747,406 | -6.0% |
| Non-Departmental | 2,996,281 | 4,239,428 | 2,008,883 | 1,717,652 | -14.5% |
| Parks and Recreation | 1,992,807 | 5,406,133 | 2,415,638 | 2,083,720 | -13.7% |
| Police | 21,286,157 | 21,122,767 | 9,537,301 | 9,349,893 | -2.0% |
| Public Works | 9,919,974 | 6,079,378 | 2,783,671 | 2,582,623 | -7.2% |
| Total | $ 70,391,497 | $ 70,783,080 | $ 32,716,618 | $ 31,538,963 | -3.6% |

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 4.A.

**Title**
**Consider action approving the minutes.**

Consider action to approve minutes from the following City Council meeting(s): May 4, 2026, City Council Work Session, and May 5, 2026, City Council Meeting.

**Staff Representative**
Deborah Sorensen, City Secretary

**Executive Summary**
Section 551.021 of the Government Code provides as follows:

(a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

(b) The minutes must:
(1) state the subject of each deliberation; and
(2) indicate each vote, order, decisions or other action taken.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **GOVERN TRANSPARENTLY & INCLUSIVELY** | 1.8 Provide accurate and timely information to policy-makers and the public. |

**Background Information**
N/A

**Discussion**
In compliance with State Law and to provide access to citizens of the business conducted by the City, minutes are generated for each public meeting of the City Council. Once approved, these minutes are then published to the website, the City's electronic document storage system and kept on permanent file in the Office of the City Secretary.

**Financial/Budget Implications**
N/A

**Recommended Action**

Move to approve minutes from the following City Council meeting(s): May 4, 2026, City Council Work Session, and May 5, 2026, City Council Meeting.

**Attachments**

1. 05.04.26 WS Minutes
2. 05.05.26 City Council Meeting Minutes

# CITY COUNCIL
# WORK SESSION MINUTES

***Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.***

**Monday, May 4, 2026** **6:00 P.M.** **Municipal Building – 4000 Main**

**Present: Mayor Jeff Winget, Mayor Pro Tem Michael Schupp, Deputy Mayor Pro Tem Britton, Councilmember Jonathan Reaves, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John Bowers III**

## 1. CALL TO ORDER

Mayor Winget called the meeting to order at 6:00 p.m.

## 2. CITIZENS INPUT

1. Dave Holl, Rowlett – Spoke regarding ex-officio member representing Baylor Scott & White – Lakepointe for EDAB. He needs to be educated as to why this will benefit EDAB. Also spoke regarding Paddle Point Park.

## 3. WORK SESSION

**3A.** Receive an overview of enforcement efforts addressing disruptive activity in the Downtown Area over the past nine months, and discuss a proposal for amending the Code of Ordinances (Chapter 34 "Miscellaneous Offenses") regarding loitering in public places and disruptive behavior in city facilities.

Chief Michael Denning, Chief of Police, presented this item. The Rowlett Police Department is providing the City Council with an update on its enforcement efforts to address disruptive activity in the Downtown Area over the past nine months. The Department is also proposing an amendment to Chapter 34 (“Miscellaneous Offenses”), Article 1 (“General”) of the Code of Ordinances. The proposed changes would affect Sections 34-1 and 34-4, which address definitions, loitering, and disruptive behavior. When school was in session during 2025, disturbances and nuisance activity escalated in the Downtown Area. The Rowlett Police Department responded to numerous complaints, particularly between City Hall and the Library. Most complaints occurred between 4:00 pm and 5:30 pm (after-school hours). Many of the issues were linked to students released from local Garland ISD (GISD) campuses, who would gather in the area. Loitering and disruptive behavior occurred at or inside the Library. Concerns involved members of the unhoused population staying inside City Hall after closing hours. There were also occasional incidents of nighttime criminal mischief, including damage to decorations at City Hall and at The Village of Rowlett Apartments. The Police Department (RPD) responded by initiating meetings with GISD campus administrators (Coyle MS and Rowlett HS). They launched a social media awareness campaign, including a collaborative video produced with GISD and RPD School Resource Officer (SRO) Tasha McCord at the Coyle campus. RPD utilized the Community Development Block Grant (CDBG) funding to deploy two officers daily during high-impact hours between the Library and City

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Hall. An implementation of a “zero tolerance” enforcement approach by RPD officers, including overnight. The Village of Rowlett Apartments is exploring the addition of a live-in courtesy officer. A targeted deployment of the C.O.R.E Unit (Community Outreach, Response, and Engagement) to respond to calls involving individuals experiencing homelessness. RPD Grid 115 is the downtown area. Calls for service (CFS) included in data for this area is fight, assault, disturbance, suspicious activity, juvenile problem, threat, theft in progress/delayed, and criminal mischief in progress/delayed. Proactive enforcement included traffic stops and extra patrols. In Grid 115 during the time period of 11/01/25 to 04/30/26, there were 21 arrests, 136 citations, and 5 criminal trespass warnings. For the Village Apartments, there were CFS for 2 criminal trespass and 4 criminal mischiefs. The activity of the C.O.R.E. Unit includes 151 contacts with unhoused individuals and 19 ordinance violations documented. The 151 contacts with unhoused individuals were same individuals but multiple times. The City of Rowlett does not have 151 unhoused individuals.

Chapter 34 (Miscellaneous Offenses) governs RPD’s response to loitering and disruptive behavior in the Downtown Area. However, the ordinance is limited by outdated language that reduces its effectiveness. RPD collaborated with the City Attorney to draft an amendment updating Section 34-1 (Definitions) to expand the definition of a “public place,” and revising Section 34-4 (Disruptive Behavior on City-Owned Facilities in Downtown Rowlett) to prohibit loitering and disruptive behavior at all city-owned or operated properties, not just in the Downtown Area. The current definition of a Public Place includes “*any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops*.” The proposed revision expands this definition by adding “*buildings or other facilities owned, held, controlled, or operated by the City of Rowlett*”. The current ordinance limits loitering and disruptive behavior to the Downtown Area by defining the offense as occurring “*if the person, along or in concert with others, intentionally or knowingly engages in disruptive activity on property owned or held by the City in the Downtown Area and includes all City-owned or controlled land and facilities in Downtown Rowlett*.” Definition of Downtown Area means the land south of the DART rail line, east of Rowlett Rd, west of Skyline Dr, and north of Dennis Dr. The proposed revision expands this scope to include “*all City-owned, held, operated, or controlled land and facilities within the City of Rowlett’s corporate boundaries.*” There are no new financial impacts associated with this agenda item. This presentation is informational only.

Mayor Winget confirmed that Coyle Middle School has two (2) SROs. They stay at the school, while other officers are deployed downtown. The Manager of the Village has requested clarification as to what is City and what is their responsibility. Mayor Winget asked if Section 34-4 be combined with Section 34-3. Chief Denning stated no, Section 34-4 is more for disruptive behavior. Councilmember J. Bowers III thanked Chief Denning for finding a way for kids to be kids while protecting downtown.

**3B.** Discussion regarding a request from Sensory Tent Pals for a Memorandum of Understanding (MOU), including consideration of potential funding options should City Council choose to do so.

Councilmember Reaves and Councilmember J. Bowers III requested this item be on the agenda. Councilmember Reaves stated that he receives a lot of emails and calls from families with developmental needs. There are a lot of activities for our community. No one else is doing anything Sensory Tent Pals. This would create an economic development benefit to the city. Families with developmental needs would come to attend the events and spend money here. Councilmember Reaves introduced Myranda Congi, with Sensory Tent Pals, to discuss a MOU. Ms. Congi is a

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Rowlett resident and has children with autism. She started this as a non-profit. Last year, they purchased a 36 ft RV for accessibility. This would establish a partnership with the City. When they deploy to events, they always have those who attend and are appreciative of having this available. Councilmember Britton asked for a ballpark figure for what Ms. Congi is asking for. Ms. Congi asked for first year of $30,000 with $12,000 annually after that. What she is really requesting is $42,000 for the first year and $12,000 annually after that. Councilmember Gibbs asked how many events she has attended. She has not attended any due to the RV not being ready. The Easter event was the first event she was to attend; however, it was cancelled due to the weather. She does plan to attend the 4th of July event. The MOU would memorialize what events she needed to attend. Councilmember Reaves stated that this is important for our residents. He added that insurance on the RV is a lot more than anticipated. This is a win-win and feels that this would be an economic development for the city as well. Councilmember Gibbs asked if we are liable for any problems if something happens. Victoria Thomas, City Attorney, suggested that it would be Supported in Part with the City, not Partnership with the City. Then there is no liability for the City. Councilmember Gibbs asked if they were or are inspected by the state. Ms. Congi replied no, but the RV has been inspected by the State. She has insurance that covers volunteers/employees. They would also have a background check. Families would stay with their child in crisis. Councilmember Gibbs asked how many kids can be served at one time. Currently, 2 families; however, if someone is in immediate need, a family will step out.

Councilmember J. Bowers III asked if the funding was enough. Ms. Congi stated yes but has options if not all funded. She would do the wrap for one year and the roof and windows the following year. Mayor Winget asked if she has grants or asked for grants with other agencies. She does not qualify for a lot of those grants. She is currently doing a fundraiser with Panera Bread. She has sent out request for corporate sponsorships, but times are tough right now. She is also marketing to other cities as contracted services. She is working with the City of Garland now asking for a partnership.

Councilmember E. Bowers stated that she is a huge fan and it is incredibly important to remember that we have a small-town feel. This is the place to Work, Live, & Play. This is another avenue to connect people across the community. Mayor Winget confirmed that there is a consensus to carry into the next budget year. He would like to have structure around attending events and an annual agreement. Ms. Thomas stated that an MOU is not a binding document. Parties would have to agree to a funding agreement. Mayor Winget wants a mutually beneficial agreement. Ms. Congi would like to have an agreement like KRB. She would like to see more sensory events. Councilmember Gibbs stated that no one else is doing anything like this. Mayor Pro Tem Schupp asked if there is a time limit as to how long a family is in there. The community is aware of other families in need and does not mind stepping out for a family in crisis. They stay 10, 15, or 20 minutes and leave.

**Mayor Winget adjourned the meeting for a break at 7:20 pm.**

**Mayor Winget reconvened the meeting at 7:28 pm.**

**3C.** FY27 Budget Process discussion relating to Boards and Commissions, and Founders Day.

Kristoff Bauer, Interim City Manager, presented this item. Mr. Bauer proposed establishing a temporary Ad Hoc structure to execute Rowlett's 75th Anniversary Founders Day event. He also suggested to realign the FY27 budget process for standing Boards & Commissions to match legally defined 2024 Handbook guidelines.

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On September 4, 1952, the Town of Rowlett officially incorporated. September 4, 2027, is the 75th anniversary of this event. This is not just an event, it is a civic entry point to rebuild community identity, trust, and long-term engagement infrastructure. Mr. Bauer suggested creating an Ad Hoc temporary Founders Day Celebration Committee. The Committee composition of 12 to 15 primarily volunteer members with clear roles to reduce the burden on city staff. Develop a well-executed, inclusive, historically grounded weekend event reflecting the full community. He proposed to have $18,000 as seed funding and draft a supplemental request for FY27 to support the planning process and resulting event.

While the Founders Day initiative requires a targeted, new budget allocation to achieve a specific milestone, our permanent civic infrastructure requires a different approach. We must realign the budget process for our existing standing boards to match their legal role as defined in the 2024 Boards & Commissions Handbook. Advisory boards do not set policy or direct operations. They exist to advise the Council. Direct budget line items create a perception of financial independence and operational autonomy. Advisory boards feeling compelled to “spend their allocation”. Recent examples include the Arts & Humanities Commission attempting to spend $600 on a DJ against staff advice, and an Animal Shelter Advisory Board request to spend $250 on animal finger puppets. When advisory boards control discretionary line items, they operate as autonomous spending bodies rather than strategic advisors to the Council. The Arts & Humanities Commission bypassed a qualified, free performer identified by staff for the Rowlett Sings event, instead choosing to spend $600 of “their” allocation on a DJ. The common mindset hat boards “must spend all of their allocation” resulted in a rejected discretionary request to purchase $250 worth of animal finger puppets. Boards receiving requests for funding and consider providing grants out of their budget without Council approval or alignment with official grant programs. We need to move away from funding specifically allocated to advisory boards for their discretionary use. The base recommendation is to implement the Work Plan approach. Council directly oversees independent expenditure decisions, ensuring all citizen engagement aligns perfectly with City strategic priorities and legal frameworks.

Councilmember Gibbs agrees with the need to change. Deputy Mayor Pro Tem Britton stated it needs some structure. You spend what you need and adjust what you ask for. Not spend because it is there. Mayor Pro Tem Schupp agreed, they need to have a process like the Golf Advisory Board. They defined goals and vision. It gives greater clarity. Councilmember Gibbs agreed. Councilmember Reaves added it helps stay on target for the board. Mayor Winget stated the need to look at communications with the Boards, maybe do semi-annual or quarterly reports. This is a result of failure of communications with the Boards. Councilmember E. Bowers 100% agrees with needing more communication. Councilmember Reaves stated there needs to be a push to be more engaged and agree with what has been said.

**3D.** Receive and discuss the Economic Development Advisory Board's recommendation to add another ex-officio member position for Baylor Scott White Health - Lake Pointe.

Mailinh Nguyen, Assistant Director of Economic Development, presented this item. Ms. Nguyen stated the purpose is to receive and discuss the Economic Development Advisory Board’s (EDAB) recommendation to add another ex-officio member position for Baylor Scott White Health - Lake Pointe. The Code of Ordinances Section 2-132 needs to be amended to include an additional member to the existing 7 members for a new total of 8 members. Discuss appointing Tori Owens to the newly added ex-officio EDAB member. This item is scheduled for approval at the May 5th, City Council meeting on the consent agenda.

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Mayor Pro Tem Schupp asked how this came about. Councilmember E. Bowers thought it is a good idea to add an ex-officio position from the largest employer of the city. Mayor Winget confirmed that there are 3 appointed members and this would make 4 ex-officio members. Councilmember E. Bowers feels this is important to have. Healthcare is regional. Deputy Mayor Pro Tem Britton and Councilmember Reaves are good with it.

**4. DISCUSS CONSENT AGENDA ITEMS FOR MAY 5, 2026, CITY COUNCIL MEETING**

Mayor Winget stated agenda item 4C will not be considered, it will be removed from the agenda.

**5. ADJOURNMENT**

Mayor Winget adjourned the meeting at 8:03 pm.

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# CITY COUNCIL MEETING MINUTES

*Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.*

**Tuesday, May 5, 2026** **7:00 P.M.** **Municipal Building – 4000 Main**

**Present: Mayor Pro Tem Michael Schupp, Deputy Mayor Pro Tem Mike Britton, Councilmember Jonathan Reaves, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John Bowers III**

**Absent: Mayor Jeff Winget**

**INVOCATION**

The invocation was led by Pastor Alton McKinley, Rowlett Friendship Baptist Church.

**PLEDGES OF ALLEGIANCE**

The Pledges of Allegiance were led by the City Council.

**1. CALL TO ORDER**

Mayor Pro Tem Schupp called the meeting to order at 7:00 p.m.

**2. PRESENTATIONS**

**2A.** Presentation of Rowlett Veterans Recognition Program certificate to Veteran, Master Sergeant John Francis Massad Jr. of the United States Air Force.

Mayor Pro Tem Schupp, along with Chris Kizziar of Veterans Resource & Outreach Center of Rowlett, and representatives of Quilts of Valor, presented Master Sergeant John Francis Massad Jr. with a certificate from City Council and a quilt.

**2B.** Presentation of a proclamation recognizing City of Rowlett employees for the week of May 3-9, 2026, as Public Service Recognition Week.

This agenda item was heard before Agenda Item 2A.

Councilmember E. Bowers presented the proclamation recognizing City of Rowlett employees for the week of May 3-9, 2026, as Public Service Recognition Week.

**2C.** Proclamation recognizing the week of May 3-9, 2026, as Rowlett Detention Officers Week.

This agenda item was heard after Agenda item 2G.

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Councilmember Gibbs presented the proclamation recognizing the week of May 3-9, 2026, as Rowlett Detention Officers Week.

**2D.** Presentation of a proclamation recognizing the week of May 10-16, 2026, as National Police Week and May 15, 2026, as Peace Officers Memorial Day.

Councilmember Gibbs presented the proclamation recognizing the week of May 10-16, 2026, as National Police Week and May 15, 2026, as Peace Officers Memorial Day.

**2E.** Presentation of a proclamation recognizing the month of May 2026 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month.

Councilmember J. Bowers III presented the proclamation recognizing the month of May 2026 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month.

**2F.** Presentation of Winners of the Annual Writing Contest Sponsored by the Arts and Humanities Commission.

This agenda item was heard after Agenda Item 2A.

Laura Tschoerner, Library Director, presented the winners of the Annual Writing Contest sponsored by the Arts and Humanities Commission with a check and certificate.

**2G.** Presentation of winners of the 2026 annual Young Artist Exhibit contest sponsored by the Arts and Humanities Commission.

Laura Tschoerner, Library Director, presented the winners of the Annual Young Artist Exhibit contest sponsored by the Arts and Humanities Commission with a check and certificate.

**2H.** Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

Councilmember J. Bowers III, provided the following announcements:

**CITY SECRETARY'S OFFICE –** The unofficial elections results of the General Election held on Saturday, May 2, 2026, to elect City Council Places 1, 3, and 5 are in! Congratulations to Chris Kizziar, Place 1, Byron Fassett, Place 3, and Carter Holston, Place 5. City Council will canvass the final election results on Wednesday, May 13, 2026, and the newly elected Councilmembers will be sworn in at that time. Join us on May 13th as we have a reception for outgoing and incoming Councilmembers.

**COMMUNITY ENGAGEMENT - Upcoming Community Events:**
Join us in Downtown Rowlett for our LIVE ON MAIN Spring Series happening Friday nights on May 8th, and 15th from 6–9pm. Enjoy a lively evening with a free concert, shop from a variety of local craft vendors, and be sure to visit our wonderful downtown restaurants and shops while you're here. It's the perfect way to spend a spring evening—see you on Main!

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Rowlett Rides is rolling into Downtown Rowlett on Saturday, May 23rd for the city's first-ever Car, Truck & Motorcycle Show + Concert, bringing together an impressive lineup of vehicles, live music, food trucks, and family fun. Participants can register from 8:00–11:00 AM for $25 and compete across 30 judged classes with multiple awards, including eight Best of Show honors and the fan-favorite People's Choice Award, with the awards ceremony at 1:00 PM. Spectators can explore rows of classic and custom rides, enjoy a high-energy performance from Juke Box Heroes, and soak up a full festival atmosphere celebrating cars, culture, and community.

Join the City of Rowlett on Monday, May 25th at 10:00 AM at Rowlett Veterans Park for a heartfelt Memorial Day Ceremony featuring keynote speaker Mary Tallouzi. Mary will share her powerful journey as a mother and advocate for wounded veterans, offering a unique perspective on the tragedy and triumph of service. We invite the entire community to come together for this meaningful morning of remembrance and gratitude to honor those who gave their lives for our country.

Rowlett Community Survey: We invite every Rowlett resident to take part in the 2026 City of Rowlett Community Survey—an independently conducted assessment designed to ensure your voice directly shapes the future of our community. Your thoughtful participation provides meaningful insight that guides our planning, priorities, and commitment to enhancing the quality of life for all who call Rowlett home. For more information, please visit rowlett.com

**2026 Greatest American Clean-up & Texas Trash-off:** The City of Rowlett, in partnership with Keep Rowlett Beautiful (KRB), is proud to announce the Greatest American Clean-up & Texas Trash-off on Saturday, May 16, 2026, from 9:00 AM to 11:00 PM. This signature event is part of the nation's largest community improvement program and serves as a vital initiative to remove litter from our local roadways, parks, and the Lake Ray Hubbard shoreline.

This year's event also features the FIFA World Cup Mayor's Challenge, encouraging residents to join forces for a high-impact "spring cleaning" of our city. Volunteers of all ages are invited to participate in this collective effort to protect our local wildlife habitats and enhance Rowlett's natural beauty. If you need more information regarding this event, please visit keeprowlettbeautiful.org

Councilmember Reaves provided the following announcements:

**LIBRARY -** Summer is almost here! Register in person for the Library's Summer Reading program starting Monday, May 26. This year's theme, Unearth a Story, invites readers of all ages to dig into exciting adventures, activities, and challenges.

Give your craft supplies a second life and refresh your creative stash on Saturday, May 16. This come and go event will last from 10 am to 2 pm. Bring what you don't need and take what you love.

Did you know that you can read and listen to eBooks from Rowlett Library through the Cloud Library app in addition to the Libby app? For more details, call the library at 972-412-6161 or visit Rowlett.com/Library.

The Arts & Humanities Commission invites you to SHINE – which stands for Supporting Humanities, Integration, Neurodiversity, and Expression. Geared towards the special needs community, this program features calming sounds and movement with Yoga Creations followed by

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pizza and a movie. SHINE is at Rowlett Library on Saturday, May 16 starting at 3 pm. Please pre-register at Rowlett.com/Arts.

The next Artist Exchange social event with the Arts and Humanities Commission is Thursday, May 14 at 6 pm at Drizl Coffee. Enjoy coffee, pastries, and a discussion with Rebecca Rowe about propaganda and censorship in children's literature.

**POLICE -** The Rowlett Police Department's Dog Walker Watch is a crime prevention program that trains residents walking their dogs to act as "extra eyes and ears" for law enforcement. It helps neighbors identify and report suspicious activity while on daily walks. The next Dog Walker Watch meeting will be on 05/28/2026 from 6:00 pm - 7:00 pm at Rowlett Police Department 4401 Rowlett Road. Please, email Officer Erik Mitchell at emitchell@rowlett.com to RSVP and an application. No pets will be allowed at the meeting.

**FIRE –** It's coming into grilling season. Here are some grill safety tips. Grills stay outdoors at least 3 ft away from siding, deck railings, and eaves. Never leave a lit grill unattended. Keep children and pets at a safe distance. Clean grease buildup frequently to avoid fires. Always open the lid before lighting a gas grill.

**PARKS AND RECREATION -** Summer Camp and Swim Lesson registrations have begun! You can register by going to www.rowlett.com or give us a call at 972-412-6170.
Pet Supply Drive – the Rowlett Youth Advisory Council is collecting pet supplies to benefit the Animal Shelter. Food, toys, beds, towels, collars, leashes, etc will be graciously accepted. Donations box can be found at the Rowlett Community Centre, Rowlett Library and Bankhead Brewery. The last day to donate will be May 11th.

Councilmember Reaves introduced the Featured Pet, River, this sweet girl loves going on walks, is crate trained, and dog friendly. She would make an excellent running or hiking companion. She already knows "sit" and seems to have some prior training. River is ready for a patient, loving home where she can settle in, continue learning, and share her infectious personality. She will provide a steady stream of smiles. To meet River or one of her companions, please contact Animal Services at 972-412-6219 or come by the Shelter at 4402 Industrial St. from 10 am to 5 pm, Tuesday through Saturday. Since November 21st, Maverick has been patiently waiting for his forever family. Last week, his dream finally came true, he found his home, and two boys to call his very own. Happy trails Maverick, you hit the jackpot!

## 3. CITIZENS INPUT

1. Pascale Payne, Rowlett – Spoke against the proposed Short-Term Rental (STR) Ordinance. She is a 30-year resident, and they are not out of town STR Operators. They have an accessory building that has been turned into a STR. They live on-site.
2. Jack Huff, Rowlett – Spoke against the proposed Short-Term Rental (STR) Ordinance. There are no findings to show STRs are a problem. The signage requirement creates a safety issue.
3. Denise Eljoohi, Rowlett – Spoke against Ordinance ORD-10-25 and Code of Ordinance Section 77-908 regarding the accessory building at 6602 Warwick Drive.
4. Hasan Eljoohi, Rowlett - Spoke against Ordinance ORD-10-25 and Code of Ordinance Section 77-908 regarding the accessory building at 6602 Warwick Drive. Also spoke in support of the police department and fire department.

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5. Patrick Bandle, Rowlett – Spoke regarding Lake Bend Estates screening walls. Asked if it was on schedule, they had no communication. They expect to see this at the second meeting in June. Why are easements required now? The City must stay on schedule, they have waiting long enough.
6. Dave Holl, Rowlett – Spoke regarding Paddle Point Park. Today is red shirt day at Kayak Crossing Outpost in support of the fire department. There is still an abandoned ski boat that is tied up at Paddle Point Park.
7. Josh Brock, President of Rowlett Firefighters Association #3358 (given 15 minutes by Dustin Ritchie, Jeremy Myers, Todd Higgins, and Norman Lay) – Spoke regarding Interim Fire Chief and the search for new Fire Chief. He speaks on 100% of the 105 Rowlett Firefighters with one unified voice. Something is wrong. This is not a labor dispute or personality conflict. This is 100% of your firefighters are telling you that the search for the next fire chief is broken. City management has lost their trust. This is our family, home, and life. When 100% of a department stands up and says something is wrong, that should mean something to the people elected to govern this city. The City launched a nationwide search for a fire chief, of more than 50 people applied. A process was established and candidates were evaluated. The final four were selected. Then the City Manager who initiated that process was terminated. An Interim City Manager was installed and from that point forward the process that was authorized stopped functioning as designed. Three of four finalists withdrew on their own. Rather than restarting the search with integrity, the Interim City Manager restructured the process mid-stride. He pulled candidates from the original applicant pool and inserted at least one individual who never applied during the open posting period. The rules changed, the candidate pool changed, and the standards changed. A qualified internal candidate, one that the city has already evaluated, already advanced, and already entrusted with operational command of the department, was told that he would not be considered. The stated reason was the lack of a master's degree. The City's own job posting listed a master's degree as preferred, not required. That distinction matters. When a preferred qualification is applied as a disqualification to one person, while the process is simultaneously open to individuals who never went through it at all. That is not a merit-based selection, that is an appearance of a pre-determined outcome. The optics have only gotten worse. Every remaining candidate subsequently withdrew. The City then removed the Interim Fire Chief with an outside Interim Fire Chief who by the City's own public statement, will not be considered for permanent appointment. What does that message send to the department, to future applicants, and to the citizens of the City. The City accused the association of contacting candidates to discourage them from pursuing the position. That accusation was made in an official statement that that bore each of City Councilmember's names and the weight of this Council's authority. It is not true, no member of this association contacted any candidate. We asked for an acknowledgement and for an apology but have received deafening silence. Your own Charter says the City Manager shall make appointments based on merits and fitness alone. When the process in which those appointments are made changes repeatedly, when standards shift between candidates, when the stated reasons do not match the stated requirements. The question is no longer whether the best person was chosen. The question is whether the process itself can be trusted. The association has made themselves available for dialogue, the leadership questioned the motives explicitly and in writing. We came to the table; they moved the table. We will not be silent. Our people will still answer the call the exact same way we always have. Doing what is best for the citizens of Rowlett. We will give our lives for this community. That has never been in question and that will never be in question. What is in question is whether this Council has the courage to do its job. You hired this leadership and you can hold them accountable. You can choose tonight to be

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the Council that listened or the Council that did not. History does not record silence kindly and the people in this department and the citizens watching will remember which one you chose. We would give our lives for each one of you. We are asking you to give us your time and listen.

8. Christine Robnett, Rowlett – Spoke regarding firefighters. Her husband has been a firefighter for 40 years in this city. She asked City Council to fire the interim city manager. Do what is right. She asked Interim City Manager Bauer to step down.
9. Shelby Coleman, Rowlett – Spoke regarding the firefighters. She congratulated the new Councilmembers that were elected. Citizens want to be heard.
10. Alison Houpt, Rowlett – Spoke regarding the firefighters. Her grandfather served 39 years for Garland Fire Department. She has fond memories of going to the fire station to see her grandfather.
11. Michelle Nouvel, Rowlett – Spoke regarding city leadership. Poor judgement is being made. The city needs to use a different firm to seek city manager and fire chief. Spoke against the firing of Blake Margolis.
12. Elaine Ritchie, Rowlett – Spoke regarding the firefighters. She advocated for the firefighters. Her husband is a firefighter for Rowlett.
13. Terri deSaracho, Rowlett – Spoke against Interim City Manager. She is in support of the firefighters.
14. Lexi deSaracho, Rowlett – Spoke in favor of the firefighters.
15. Brooke Allen, Rowlett – Spoke in favor of the firefighters.
16. Ken Romine, Rowlett – Spoke regarding city government and firefighters. He served on the BOA and they voted three times against the accessory building at 6602 Warwick. Can't believe this is still going on.

**Mayor Pro Tem Schupp adjourned the meeting for a break at 8:58 pm.**

**Mayor Pro Tem Schupp reconvened the meeting at 9:06 pm.**

## 4. CONSENT AGENDA

The Consent Agenda was heard after Agenda Item 5A and 5B.

Consent agenda item 4C was removed from the agenda.

### 4A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): April 20, 2026, City Council Work Session, and April 21, 2026, City Council Meeting.

**This item was approved on the Consent Agenda.**

### 4B. Consider action approving a one-year contract renewal period for stand-by disaster debris removal services.

Consider action to adopt a resolution authorizing the fourth of four optional one-year contract renewal periods for stand-by disaster debris removal services with CrowderGulf, LLC, in an amount not to exceed $6,000,000; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

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**This item was approved on the Consent Agenda as RES-26-05-34R**

**4C. Consider action approving a Qualified Firms List for professional engineering and related services.**

Consider action to adopt a resolution approving a Qualified Firms List for professional engineering and related services; authorizing the Interim City Manager or his designee to negotiate and execute Master Professional Services Agreements with the highest scoring firms for each discipline; and providing an effective date for each Agreement.

**This item was removed from the agenda.**

**4D. Consider action approving an amendment to Section 2-132 of the Code of Ordinance.**

Consider action to adopt an ordinance amending Section 2-132 of the Code of Ordinance to include an additional ex-officio position to the Economic Development Advisory Board (EDAB).

**This item was approved on the Consent Agenda as ORD-26-05-08.**

**4E. Consider action approving an appointment of an ex-officio position to the Economic Development Advisory Board (EDAB).**

Consider action to adopt a Resolution appointing Tori Owens to the newly added ex-officio position for Baylor Scott White Health - Lake Pointe on the Economic Development Advisory Board (EDAB).

**This item was approved on the Consent Agenda as RES-26-05-35R.**

**4F. Consider action correcting a scrivener's error in Ordinance No. ORD-26-04-07.**

Consider action to adopt an ordinance correcting a scrivener’s error in Ordinance No. ORD-26-04-07.

**This item was approved on the Consent Agenda as ORD-26-05-09.**

**A motion was made by Councilmember Reaves, seconded by Councilmember Gibbs, to approve the Consent Agenda as read. Motion passed 6-0.**

**5. INDIVIDUAL CONSIDERATION**

**5A.** Conduct a public hearing and consider action to adopt an ordinance accepting and approving a service and assessment plan and assessment rolls for the Trails at Cottonwood Creek Public Improvement District, levying special assessments against certain property in Neighborhood Improvement Area #2 and Neighborhood Improvement Area #3 of the District, and making certain findings and determinations relating to the District.

Michael Kuhn, Treasurer and Debt Manager, presented this item. This request is to hold a public hearing on the levy of special assessments within Neighborhood Improvement Area (NIA) #2-3. Accept the Service and Assessment Plan and Assessment Rolls for NIA #2-3 and levy assessments on NIA #2-3 properties. The next agenda item is to approve issuance and sale of

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“City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Projects). The Trails at Cottonwood Creek Planned Development and financial impact were discussed, as well as the history of the Public Improvement District (PID). The proposed Council action is to hold the public hearing on the levy of special assessments within NIA #2-3. Accept the Service and Assessment Plan and Assessment Rolls for NIA #2-3 and levy assessments on NIA #2-3 properties.

**Mayor Pro Tem Schupp opened the public hearing at 9:12 pm.**

Preston Walhood, Developer – Thanked the City, City Council, and staff for all of the work that was done for this project. Spoke in favor of.

**Mayor Pro Tem Schupp closed the public hearing at 9:13.**

**A motion was made by Councilmember J. Bowers III, seconded by Councilmember E. Bowers, to adopt an ordinance accepting and approving a service and assessment plan and assessment rolls for the Trails at Cottonwood Creek Public Improvement District, levying special assessments against certain property in Neighborhood Improvement Area #2 and Neighborhood Improvement Area #3 of the District, and approving all other matters related thereto. Motion passed 6-0.**

**This item was approved as ORD-26-05-10.**

**5B.** Consider action to adopt an ordinance approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Projects)" and approving various documents related to such bonds.

Michael Kuhn, Treasurer and Debt Manager, presented this item. This request is to approve the issuance and sale of “City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Projects).

**A motion was made by Deputy Mayor Pro Tem Britton, seconded by Councilmember J. Bowers III, to adopt an ordinance approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Projects)" and approving various documents related to such bonds.” Motion passed 6-0.**

**This item was approved as ORD-26-05-11.**

**5C.** Consider action to adopt a resolution establishing a Public Art Policy.

Laura Tschoerner, Library Director, presented this item. The need for this policy is to evolve the public art program from a collection of projects into a unified strategic vision. The vision, purpose, and scope were defined. The project types include Capital, Neighborhood, Signature, Development, and Parks & Recreation assets. The project proposal would be required to provide locations, setting, goals & vision, budget & funding, schedule, stakeholders, and maintenance. The

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responsibilities, members, and selection of the Artist Selection Panel were discussed. This establishes the Public Art workflow which consists of project generation, project proposal submissions, artist selection panel, call for artists/entries, review submissions, select and recommend finalist(s), administer contract, and then the creation of the art. Exemptions include repairs to existing Public Art, temporary engagement projects, decoration or beautification projects, sidewalk are that is temporary in nature, temporary street murals, light pole banners, wayfinding signs for trails and public parks, decorations or wraps not of a commercial nature on utility boxes or dumpsters, and existing artwork on or in public property. The City of Rowlett will maintain the maintenance of public artwork. There was discussion of permanent and temporary requirements for acceptance of donations and the exceptions to the review process. Establish criteria for deaccessions and manner of disposition. Councilmember Reaves confirmed that these decisions would be made by City Council.

A motion was made by Councilmember Reaves, seconded by Councilmember J. Bowers III, to adopt a resolution establishing a Public Art Policy. **Motion passed 6-0.**

**This item was approved as RES-26-05-37R.**

**5D.** Consider action to adopt an ordinance amending Chapter 10 “Businesses”, by adding a new Article XIII “Donation Bins” to define donation bins, establish permit and applications requirements, provide for location restrictions, create revocation and appeal process, and provide for requirements for maintenance of donation bins; for providing for a repelling clause; providing for a severability clause; providing for a savings clause; and for a penalty not to exceed two thousand dollars ($2,000.00); and for providing for an effective date.

Andrew Espinoza, Community Development Assistant Director/Chief Building Official, presented this item. This will address enforcement challenges and illegal dumping leading to conditions of blight. This will provide clear standards for placement, maintenance, and accountability of donations bins. Bins are typically used by nonprofit organizations for the collection of clothing, houseware, and other charitable items. Currently, there is no City Ordinance with specific regulatory requirements for Donation Bins nor application/permit process. Common issues reported in many communities are illegal dumping around the bins, litter, parking lot obstruction, and graffiti. The key element of the proposed ordinance is applicability that applies to all bins (new and pre-existing bins), and a 30-day Courtesy notice and education. An annual permit and decal will be required with written authorization from property owner(s). The bins will be permitted on non-residential zone property in parking lots only. A minimum of 200 feet from any residential zone. The responsible party must empty bin at least once a week and only one bin maximum per platted lot. The bin will be impounded if there is no permit or decal and have received two (2) Notices of Violation within the past 12 months. There will be a $200 per bin impoundment fee and $30 per day/per bin storage fee. Their permit will be revoked if applicant provides false information and any ordinance violations. The applicant can appeal to the City Manager within 5 days and make final decision. The penalty is $2,000 for each offense.

The next steps are to implement a 30-day Community Education Program. Launch the online Permit Application process and amend the Master Fee Schedule, which will be at the May 19, 2026 City Council Work Session.

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A motion was made by Councilmember Reaves, seconded by Councilmember E. Bowers, to approve action to adopt an ordinance amending Chapter 10 “Businesses”, by adding a new Article XIII “Donation Bins” to define donation bins, establish permit and applications requirements, provide for location restrictions, create revocation and appeal process, and provide for requirements for maintenance of donation bins; for providing for a repelling clause; providing for a severability clause; providing for a savings clause; and for a penalty not to exceed two thousand dollars ($2,000.00); and for providing for an effective date. **Motion passed 6-0.**

**This item was approved as ORD-26-05-12.**

**5E.** Consider action to adopt an ordinance of the City Council of the City of Rowlett, amending the code of ordinances, as heretofore amended, at chapter 10 “Businesses”, Article XI “Rental Housing”, Division 7 “Short Term Rentals” by adding a new Section 10.458A “Density Regulations; Exceptions”, and by amending Section 10–459 to require an exterior sign; providing a severability clause; providing a conflict clause; and providing an effective date.

Councilmember E. Bowers asked for a Point of Order. She feels the new City Council should decide this item.

A motion was made by Councilmember E. Bowers, seconded by Councilmember Reaves, to Table this item. **Motion passed 6-0.**

**5F.** Consider action to adopt an ordinance of the City of Rowlett, Texas, amending the code of ordinances, City of Rowlett, Texas Article IV (“Regulation of Sex Offender Residency”) of Chapter 34 (“Miscellaneous Offenses”) by amending Section 34–71 to provide for an additional offense, prohibiting property owners from renting certain real property to registered sex offenders; providing a repealing clause; providing a savings clause; providing a serviceability clause; providing for a penalty of fine not to exceed the sum of $500 for each offense; and, providing an effective date.

A motion was made by Councilmember J. Bowers III, seconded by Councilmember Reaves, to Table this item. **Motion passed 6-0.**

**5G.** Conduct a public hearing and consider action to adopt an ordinance to amend the zoning for an approximately 2.85 acre tract described as a portion of Lot 6RA, Block A of the amending replat of Lukes Landing Lots 5ARA and 6RA, Block A, in the City of Rowlett, Dallas County, Texas and being more commonly known as 5408 Kenwood Drive in the City of Rowlett, Texas by amending the zoning for the property from General Commercial/Retail with an existing Special Use Permit (C-2-SUP) approved through Ordinance (Ord. 018-25) to Commercial/Retail with a new Special Use Permit which will allow expansion of the currently allowed unmanned aircraft systems hub use (C-2-SUP2).

Michael King, Planner, presented this item. The request is to approve a Special Use Permit (SUP) to expand and operate an unmanned aerial systems hub within an existing unmanned aerial systems hub site located in a General Commercial/Retail (C-2) District. The applicant is seeking approval of the existing SUP conditions, which are paving and landscaping. The applicant is requesting an 8-foot wire mesh chain link fence for 18 months, after which the applicant will replace the chain link fence with a wrought iron fence. The applicant has requested that the temporary container be replaced with a permanent structure approved by the City within 18 months. Planning

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& Zoning Commission and staff recommend allowing a temporary container be replaced with a permanent structure approved by the City within 12 months. Eleven (11) 200-foot public notices were mailed with none in opposition or in favor. Forty-three (43) 500-foot public notices were mailed with no one in opposition and one in favor. Planning & Zoning Commission voted 5-2 to recommend approval of the proposed SUP with the condition that the applicant meets all requirements with 12-months of issuance of the CO. Staff recommends approval of the SUP consistent with the Planning & Zoning Commission's recommendation with the following conditions; (1) The property shall not be required to comply with the requirement for concrete paving, but may use gravel paving, for a period of twelve (12) months commencing on the date of issuance of the original Certificate of Occupancy for the UAS hub.
(2) The property shall be screened by installation of an eight feet (8') tall chain link fence for a period of twelve (12) months commencing on the date of issuance of the original Certificate of Occupancy for the UAS hub, at the expiration of which the property must comply with the requirement for 8 feet (8') tall wrought iron fence;
(3) Any temporary container placed on the property shall be replaced with a permanent structure and associated landscaping completed within eighteen (18) months;
(4) The property shall be developed substantially in accordance with the Site Plan;
(5) An UAS hub on the property shall not exceed 15,000 square feet and shall be composed of no more than eleven (11) double dock towers with kiosk loading; and
(6) The UAS hub shall be located at least five hundred (500) feet from the adjacent existing residential structures.

**Mayor Pro Tem Schupp opened the public hearing at 9:53 pm.**

No one spoke for or against.

**Mayor Pro Tem Schupp closed the public hearing at 9:54 pm.**

**A motion was made by Deputy Mayor Pro Tem Britton, seconded by Councilmember Reaves, to approve as presented. Motion passed 6-0.**

**This item was approved as ORD-26-05-13.**

**5H.** Conduct a public hearing and consider action to adopt an ordinance regarding a request to amend the zoning ordinance and map of the City of Rowlett, as previously amended, by amending the zoning from Limited Commercial/Retail (C-1) district to a Planned Development district with a base zoning of Single Family Residential-5/15 (PD-SF5) for an approximately 1.8 acre tract commonly known as 2345 Fuqua Road, and being more particularly described as Block 1, Tract 1 of La Costa Addition, in the City of Rowlett, Dallas County, Texas.

Michael King, Planner, presented this item. The request is to amend the zoning ordinance and map of the City of Rowlett, as previously amended, by amending the zoning from Limited Commercial/Retail (C-1) district to a Planned Development district with Single Family Residential uses (PD-SF5) on approximately 1.8-acres. The subject property is located approximately 600 feet south of the intersection of Garner Road and Fuqua Road. The property has remained undeveloped. The proposed rezoning is consistent with the Comprehensive Plan. The Future Land Use Plan designates the property as Medium Density Residential – under 7,000 sf. The proposed base zoning district aligns with the Future Land Use Plan. The proposed concept plan reflects a

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total of 12 lots, with a density of 8 dwelling units per acre, and minimum dwelling unit area of 1,500 sf. Four (4) lots exceed 7,000 sf and eight (8) lots range from 5,002 to 6,389 sf with a maximum lot coverage of 75%. The applicant is asking for a reduction of minimum lot depth from 100 to 94 feet, minimum rear setback from 25 feet to 10 feet, alley waiver and straight front-entry garages, and subdivision entryway and masonry screening walls around the development will not be required. Thirty-seven (37) 200-foot public notices were mailed with none in opposition or in favor and one neutral response. One hundred forty (140) 500-foot public notices were mailed with two (2) in opposition and two (2) in favor. Planning & Zoning Commission voted 6-1 to recommend approval of the proposed request. Staff recommend approval of the proposed rezoning, Planned Development, and Concept Plan.

**Mayor Pro Tem Schupp opened the public hearing at 10:03 pm.**

No one spoke for or against.

**Mayor Pro Tem Schupp closed the public hearing at 10:03 pm.**

A motion was made by Councilmember Gibbs, seconded by Councilmember E. Bowers, to approve as presented. **Motion passed 6-0.**

**This item was approved as ORD-26-05-14.**

**MEMBERS OF THE CITY COUNCIL MAY REQUEST TOPICS TO BE PLACED ON AN AGENDA FOR A SUBSEQUENT MEETING. ANY DELIBERATION OR DECISION SHALL BE LIMITED TO A PROPOSAL TO PLACE TOPIC ON THE AGENDA FOR A SUBSEQUENT MEETING.**

There were no requests.

## 6. ADJOURNMENT

Mayor Winget adjourned the meeting at 10:04 pm.

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# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 4.B.

**Title**
**Consider action authorizing the purchase of a 2025 ADA accessible bus.**

Consider action to adopt a resolution authorizing the purchase of a 2025 Glaval Universal ADA accessible bus, from Master's Transportation, through a TIPS cooperative contract (260204), for a total price not to exceed $116,748.00; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**
Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**

Staff is requesting authorization to purchase one 2025 Glaval Universal ADA accessible bus for the Parks & Recreation Department. The purpose of this item is to authorize the purchase from Master's Transportation in the amount of $116,748.00 for the Parks & Recreation Department through a cooperative purchasing agreement.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **ENHANCE QUALITY OF LIFE** | 4.3 Provide multi-modal mobility options connecting recreation and leisure nodes.<br>4.4 Create spaces, activities, and events for the arts, cultural enrichment, and community celebrations.<br>4.5 Provide adult, youth, literacy, and digital media services and facilities.<br>4.6 Support programs and resources for lifelong learning. |

**Background Information**

The Park & Recreation Department has many programs that involve taking groups of residents to off-site locations for various functions. In order to facilitate the safe and efficient transport of these groups, the Parks & Recreation Department requested an

ADA-capable bus during the FY26 Budget process to accommodate these needs.

The 2025 Glaval Universal ADA accessible bus, from Master's Transportation, is available now as a new item.  Master's Transportation has one of these vehicles available.

**Discussion**

The Park & Recreation Department has several programs that take residents to various locations for specific programs. Without an ADA capable bus these programs are difficult to administer. One of these programs is the Senior Citizen Field Trip Program. This program takes seniors to various locations for fun, entertainment, and learning opportunities.

Another need for the bus is the various Summer Camp programs offered by the Department. Several of these offer opportunities to visit off-site locations for engaging young campers.

The ability of the Parks & Recreation Department to serve the citizens safely and efficiently, and fulfill its mission, depends heavily on transportation utilizing a dependable and properly equipped vehicle.

**Financial/Budget Implications**

| **Account Number** | **Account Title** | **Budget Amount** | **Available Amount** | **Proposed Amount** |
|---|---|---|---|---|
| 1015010-6709 | Capital - Vehicles | $103,173.00 | $103,173.00 | $116,748.00 |
| **TOTAL** | | $103,173.00 | $103,173.00 | $116,748.00 |

**Note - funding shortfall will be absorbed by the anticipated General Fund year-end surplus*

**Recommended Action**

Move to adopt a resolution authorizing the purchase of a 2025 Glaval Universal ADA accessible bus, from Master’s Transportation, through a TIPS cooperative contract (260204), for a total price not to exceed $116,748.00; authorize the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHSAE OF A 2025 GLAVAL UNIVERSAL ADA ACCESSIBLE BUS FROM MASTER'S TRANSPORTATION, UTILIZIING THE INTERLOCAL PURCHASING SYSTEM ("TIPS") COOPERATIVE PURCHASING PROGRAM, FOR A TOTAL PRICE NOT TO EXCEED $116,748.00; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Parks & Recreation Department sponsors frequent programs that involve taking groups of citizens to off-site locations for various functions; and

**WHEREAS,** utilization of an ADA-capable bus for these programs would facilitate safe and efficient transport of these groups, and

**WHEREAS,** the City Council approved, as a part of the FY2026 budget, the purchase of an ADA capable bus for Parks & Recreation for this purpose; and

**WHEREAS,** an ADA-capable bus that would serve the City's needs is available for purchase from Master's Transportation, utilizing TIPS cooperative purchasing program, for a price of $116,748.00;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:**

**SECTION 1**: The purchase of a 2025 Glaval Universal ADA-capable bus as described and depicted in **Exhibit "A,"** attached hereto and incorporated herein by this reference, from Master's Transportation utilizing The Interlocal Purchase System ("TIPS") Cooperative Purchasing Program, for a total price not to exceed $116,748.00 is hereby approved and the Interim City Manager or his designee is hereby authorized to execute all necessary and related documents.

**SECTION 2.** This resolution shall take effect immediately upon its passage.

**Attachments**

1. Exhibit A - Price Quote of Glaval Universal ADA Bus Masters TIPS

Docusign Envelope ID: 394C1EA9-8B40-8B21-82AD-BC3B2B9BC809

# Sales Order/Bill of Sale

Master's Location: Masters Dallas

Date: 5/13/2026
Sold to Buyer: CITY OF ROWLETT
Phone: 972-412-6100
Email: kbauer@rowlett.com
Address: PO BOX 99/4000 MAIN ST
City/State/Zip: ROWLETT TX 75030-0099

| CODE | YEAR | MAKE/BODY | SIZE | MILEAGE | VIN | AMOUNT |
|---|---|---|---|---|---|---|
| GL24-252 | 2025 | FORD GLAVAL | 12+2 | 711 | 1FDFE4FN2SDD08039 | $ 116,549.00 |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |

REBATES: _____ _____ _____ _____ TOTAL REBATES: $
Amount Amount Amount Amount
TOTAL SELLING PRICE: $ 116,549.00

[x] All rebates and discounts have been applied

[ ] After Market Seller's Warranty $

TRADE-UNIT(S): _____ _____ ($ ESTIMATED TRADE-IN )
Year/Make VIN Number

Doc Fee: $199.00

TAX-EXEMPT - [X] YES [ ] NO

DELIVERY: Yes
DEL DATE: TBD
FOB: City of Rowlett

DELIVERY: $
OPTIONAL ITEMS: $
TAX: $
SUBTOTAL: $
DEPOSIT PAYMENT: $
TOTAL DUE: $ 116,549.00

OPTIONAL ITEMS/SERVICE TO BE PERFORMED:

non-binding sales order to hold unit through approval process. Once unit has been approved the unit will be shopped, detailed and prepped for delivery to City of Rowlett. TIPS Vendor #260204

**BUYERS CERTIFICATION**

I hereby certify that:
(1) The face and reverse sides of this contract sets forth all of the terms and conditions of the Sales Contract; there are no other contracts or provisions, oral or written, supplementary or in addition to the provisions expressly set forth in this contract; this contract cancels and supersedes all other understandings and agreements of the parties prior to the signing hereof and as of the date hereof, when signed by the dealer, comprises the complete agreement of the parties, AND
(2) I have read the terms and conditions of this contract and have received a true copy thereof; AND
(3) I guarantee that the title of my trade-in-vehicle(s) is not and never has been a salvage title. If a salvage title is delivered, the selling dealer may elect to void this sale and/or elect to collect damages- (including by not limited to dealer's expenses and lost profits) for the difference in value had my title not been salvage and/or branded

_____ SIGNATURE _____ DATE

# Sales Order/Bill of Sale

NOTICE TO BUYER:

**DO NOT SIGN THIS INSTRUMENT BEFORE YOU READ IT, OR, IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS SIGNED CONTRACT. BUYER ACKNOWLEDGES THAT THE AMOUNTS SHOWN ON THE INSTRUMENT WERE QUOTED TO HIM/HER BEFORE HE/SHE AGREED TO THE SALE. BUYER KNOWS THAT THE VEHICLE IS BEING SOLD "AS IS" BY THE SELLING DEALER. SHOULD THE MANUFACTURER'S WARRANTY APPLY TO THIS VEHICLE, IT IS DIRECTLY OFFERED BY THE MANUFACTURER TO THE BUYER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ON ITS BEHALF ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

## CONTRACT CONDITIONS

NOTICE TO CUSTOMER/BUYER

THIS IS AN OFFER TO BUY A VEHICLE MADE BY A CUSTOMER/BUYER TO THE DEALER. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES THE COMPLETE CONTRACT OF SALE. THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE OFFER. THE OFFER STATES THE TERMS AND CONDITIONS ADOPTED BY THE DEALER AS THE TERMS AND CONDITIONS UNDER WHICH THE DEALER WILL MAKE THE SALE. BEFORE YOU SIGN THE OFFER TO BUY. **READ IT CAREFULLY.**

### 1. CREDIT:

Should credit, as indicated on the front of this order, be part of this contract, all required information is a part of this instrument and is contained on the attached sheets.

### 2. BINDING EFFECT:

This Sales Order shall be binding on both parties upon the Buyer and Dealer signing and accepting this contract, subject to a price increase by Manufacturer and appraised value of trade-in.

### 3. DEPOSIT:

The Buyer agrees that the deposit is nonrefundable. The deposit shall be retained by the Dealer as liquidated damages in the event that, the Buyer fails to complete the purchase of the vehicle pursuant to the terms offered and accepted.

### 4. MANUFACTURER'S INCREASE:

The manufacturer has reserved the right to change the list price without notice. The purchase price would thus be subject to an increase because of the manufacturer's increase in price. All price increases by the Manufacturer will be added to the purchase price. The Buyer may, if dissatisfied with the increased price cancel this order.

### 5. TRADE-IN-VEHICLE:

If the trade-in has not been delivered to dealer at the time of executing this contract, the trade-in shall be appraised at the time of delivery and the amount of the appraised value shall be substituted for the estimated value indicated under the heading "trade allowance" on the front of the Sales Order. The Buyer may, if dissatisfied with the appraised value, cancel this order.

### 6. TRADE-IN-VEHICLE BUYER'S CERTIFICATION:

By my signature below, buyer represents and warranties that the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:

_____

_____

(if none, *so* state)

DEALER
MASTER'S TRANSPORTATION, INC. DocuSigned by: Austin Snider 4F1010188A6A414... Austin Snider DATE: 5/13/2026

DocuSigned by: Austin Snider 632305454DA8479... Austin Snider DATE: 5/13/2026

BUYER SIGNATURE: DocuSigned by: Austin Snider 4F1010188A6A414...

PRINTED NAME: Austin Snider DATE: 5/13/2026

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 4.C.

**Title**

**Consider action approving the purchase of replacement network infrastructure switches.**

Consider action to adopt a resolution authorizing the purchase of replacement network infrastructure switches, from NetSync Network Solutions, Inc., through a State of Texas Department of Information Resources (DIR) cooperative contract, for a price not to exceed $319,813.32; authorizing the Interim City Manager or his designee to execute all necessary and related documents; and providing an effective date.

**Staff Representative**

David Leibowitz, IT Director

**Executive Summary**

The City's current access-layer and core-level network switches are at end of life and no longer eligible for support. These devices provide critical connectivity for City Hall, emergency operations, departmental systems, and public-facing services. Replacement is necessary to maintain network reliability, stability, and security.

Two quotes have been obtained for the required equipment through approved DIR cooperative purchasing contracts:

- **Cisco Catalyst 9300 Ancillary Switching Equipment – $163,757.20**
- **Cisco Nexus 9000 Core/Management Switch Refresh – $156,056.12**

Both purchases fall within the previously approved 2026 IT budget allocation for network infrastructure replacement.

**Strategic Priority and Goal(s)**

- Strengthen the City's technology infrastructure to ensure secure, reliable, and uninterrupted delivery of public services.
- Reduce operational risk by proactively replacing end-of-life network equipment that could lead to system failures or service outages.
- Support the City's long-term digital transformation goals by modernizing core network components essential for future growth.
- Enhance cybersecurity resilience by upgrading to current-generation hardware with improved security, monitoring, and compliance capabilities.

• Maintain alignment with the City’s approved 2026 IT strategic plan and budget commitment for planned infrastructure lifecycle replacement.

## Background Information

The City's core and ancillary network switches have reached end-of-life and are no longer supported by the manufacturer, creating a growing risk of equipment failure, security vulnerabilities, and potential service disruption. To maintain a stable and secure technological environment, replacement of this hardware is critical. Funding for this purchase, totaling $319,813.32, was already approved as part of the 2026 IT budget for network infrastructure lifecycle replacement. This upgrade ensures continued reliability of City operations and supports long-term technology resilience.

## Discussion

The replacement of the City’s aging network switches is a necessary step to maintain a secure and resilient technology foundation. As these devices have reached end-of-life, they can no longer receive security updates or manufacturer support, increasing the likelihood of unexpected outages or vulnerabilities. Upgrading the network infrastructure at this time ensures continuity of operations, supports growing bandwidth and security demands, and aligns with the City’s long-term technology modernization strategy. The proposed purchase leverages previously approved funding and follows the planned lifecycle replacement schedule established to minimize operational risk and avoid emergency failures.

## Financial/Budget Implications

**CIP Project Budget Financial Table**

| Project Code | Project Title | Available Budget | Proposed Amount | Remaining Balance |
|---|---|---|---|---|
| CE1003 | IT Equipment | $357,356 | $319,813.32 | $37,542.68 |
| **TOTAL** | | $357,356 | $319,813.32 | $37,542.68 |

**2026 Budget Allocation Details:**

CE1003 Taxnote Other Equipment \ Core Switches - 3308004-6701 $156,056.12
CE1003 Taxnote Other Equipment \ Ancillary Switches - 3348004-6701 $163,757.20

## Recommended Action

Move to adopt a resolution authorizing the purchase of replacement network infrastructure switches, from NetSync Network Solutions, Inc., through a State of Texas Department of Information Resources (DIR) cooperative contract, for a price not to exceed $319,813.32; authorize the Interim City Manager or his designee to execute all necessary and related documents; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHASE OF REPLACEMENT NETWORK INFRASTRUCTURE SWITCHES, PREVIOUSLY ALLOCATED IN THE FY 2026 BUDGET, IN AN AMOUNT NOT TO EXCEED $319,813.32 UTILIZING DIR COOPERATIVE PURCHASING, TO EXISTING SWITCHES THAT HAVE REACHED**

**END-OF-LIFE STATUS; AUTHORING THE INTERIM CITY MANAGER TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City's current access-layer and core-level network switches are at end-of-life status and are no longer eligible for support; and

**WHEREAS,** these devices provide critical connectivity for City Hall, emergency operations, departmental systems, and public-facing services and thus replacement is necessary to maintain network reliability, stability, and security; and

**WHEREAS,** two quotes have been obtained for the required equipment through approved DIR cooperative purchasing contracts for a total purchase price not to exceed $319,813.32; and

**WHEREAS,** the purchases fall within the previously approved 2026 IT budget allocation for network infrastructure replacement; and

**WHEREAS,** the City Council of the City of Rowlett finds that it serves the health, safety and general welfare to approve the purchase of the required network switches;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:**

**SECTION 1.** The purchase of replacement network infrastructure switches, previously allocated in the FY 2026 budget, utilizing DIR cooperative purchasing contracts in a total amount not to exceed $319,813.32 is hereby approved and the interim City Manager is hereby authorized to execute all necessary and related documents.

**SECTION 2.** This resolution shall be effective from and after its passage.

**Attachments**

1. City of Rowlett - C9300 Ancillary Switches
2. City of Rowlett - Nexus 9K Core Switches

**NETSYNC**
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

# QUOTE

AAAQ486785

| | |
|---|---|
| Quote #: | AAAQ486785 |
| Date: | 05/05/2026 |
| Valid for: | 30 Days |

| Customer | Inside Sales | Account Manager |
|---|---|---|
| City of Rowlett<br>mmayer@rowletttx.gov<br>972.412.6191 | Taylor Leger<br>tleger@netsync.com<br>(m) 214-914-5333 | Taylor Leger<br>tleger@netsync.com |

**Please send purchase order to: PO@netsync.com**

| Line # | Part | Description | Qty | Unit Price | Ext Price |
|---|---|---|---|---|---|
| 1.0 | C9300-48P-E | Catalyst 9300 48-port PoE+, Network Essentials | 10 | 7,235.80 | 72,358.00 |
| 1.1.0 | CON-SNT-C93004PE | SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Esse Duration: 7.00 Years | 10 | 5,602.80 | 56,028.00 |
| 1.2.0 | C9300-DNA-E-48 | C9300 DNA Essentials, 48-Port Term Licenses | 10 | 0.00 | 0.00 |
| 1.2.1.0 | C9300-DNA-E-48-7Y | C9300 DNA Essentials, 48-Port, 7 Year Term License | 10 | 1,487.50 | 14,875.00 |
| 1.3.0 | C9300-NW-E-48 | C9300 Network Essentials, 48-port license | 10 | 0.00 | 0.00 |
| 1.4.0 | NETWORK-PNP-LIC | Network Plug-n-Play Connect for zero-touch device deployment | 10 | 0.00 | 0.00 |
| 1.5.0 | SC9300UK9-1718 | CAT9300/9400/9500/9600 UNIVERSAL | 10 | 0.00 | 0.00 |
| 1.6.0 | PWR-C1-715WAC-P | 715W AC 80+ platinum Config 1 Power Supply | 10 | 0.00 | 0.00 |
| 1.7.0 | PWR-C1-715WAC-P/2 | 715W AC 80+ platinum Config 1 SecondaryPower Supply | 10 | 657.40 | 6,574.00 |
| 1.8.0 | C9300-SSD-NONE | No SSD Card Selected | 10 | 0.00 | 0.00 |
| 1.9.0 | C9300-STACK-NONE | No Stack Cable Selected | 10 | 0.00 | 0.00 |
| 1.10.0 | C9300-SPWR-NONE | No Stack Power Cable Selected | 10 | 0.00 | 0.00 |
| 1.11.0 | C9K-ACC-RBFT | RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx | 10 | 0.00 | 0.00 |
| 1.12.0 | C9K-ACC-SCR-4 | 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 | 10 | 0.00 | 0.00 |
| 1.13.0 | CAB-GUIDE-1RU | 1RU CABLE MANAGEMENT GUIDES 9200 and 9300 | 10 | 0.00 | 0.00 |
| 1.14.0 | C9300-NM-2Y | Catalyst 9300 2 x 25GE Network Module | 10 | 1,346.90 | 13,469.00 |
| 1.15.0 | CAB-C15-CBN | Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors | 20 | 0.00 | 0.00 |
| 2.0 | STACK-T1-50CM= | 50CM Type 1 Stacking Cable | 4 | 55.20 | 220.80 |
| 3.0 | CAB-SPWR-30CM= | Catalyst Stack Power Cable 30 CM Spare | 4 | 58.10 | 232.40 |

Quote is valid for 30 days, excluding items subject to product or supply constraints, which may be subject to price and availability changes without notice.

## Notes: 340011736-001-02

C9300 Switching-Rev2

Cisco Systems TX | DIR-CPO-5347

| | |
|---|---|
| Total | 163,757.20 |
| Tax/Vat | 0.00 |
| Shipping | 0.00 |
| **Grand Total USD** | **163,757.20** |

**NETSYNC**
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

# QUOTE

AAAQ486777

| | |
|---|---|
| Quote #: | AAAQ486777 |
| Date: | 05/05/2026 |
| Valid for: | 30 Days |

| Customer | Inside Sales | Account Manager |
|---|---|---|
| City of Rowlett<br>mmayer@rowletttx.gov<br>972.412.6191 | Taylor Leger<br>tleger@netsync.com<br>(m) 214-914-5333 | Taylor Leger<br>tleger@netsync.com |

**Please send purchase order to: PO@netsync.com**

| Line # | Part | Description | Qty | Unit Price | Ext Price |
|---|---|---|---|---|---|
| Main Site | | | | Sub Total | 156,056.12 |
| | Nexus Core Switch w/ 7YR of Licensing & Support | | | | |
| 1.0 | N9K-C93180YC-FX3 | Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec,SyncE | 2 | 13,970.20 | 27,940.40 |
| 1.1.0 | CON-SNTP-N9KC93X3 | SNTC-24X7X4 Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC<br>Duration: 7.00 Years | 2 | 15,736.00 | 31,472.00 |
| 1.2.0 | MODE-NXOS | Mode selection between ACI and NXOS | 2 | 0.00 | 0.00 |
| 1.3.0 | NXOS-CS-10.4.3F | Nexus 9300, 9500, 9800 NX-OS SW 10.4.3 (64bit) Cisco Silicon | 2 | 0.00 | 0.00 |
| 1.4.0 | DCN-OTHER | Select if this product will NOT be used for AI Applications | 2 | 0.00 | 0.00 |
| 1.5.0 | NXOS-SLP-INFO-9K | Info PID for Smart Licensing using Policy for N9K | 2 | 0.00 | 0.00 |
| 1.6.0 | NXK-AF-PI | Dummy PID for Airflow Selection Port-side Intake | 2 | 0.00 | 0.00 |
| 1.7.0 | NXK-ACC-KIT-1RU | Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal | 2 | 0.00 | 0.00 |
| 1.8.0 | NXA-FAN-35CFM-PI | Nexus Fan, 35CFM, port side intake airflow | 8 | 0.00 | 0.00 |
| 1.9.0 | NXA-PAC-650W-PI | Nexus NEBs AC 650W PSU - Port Side Intake | 4 | 0.00 | 0.00 |
| 1.10.0 | NXK-MEM-16GB | Additional memory of 16GB for Nexus Switches | 2 | 1,130.80 | 2,261.60 |
| 1.11.0 | CAB-C13-C14-2M | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 4 | 0.00 | 0.00 |
| 1.12.0 | SVS-B-N9K-ADV-XF | EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K | 2 | 0.00 | 0.00 |
| 1.13.0 | C1A1TN9300XF-7Y | DCN Advantage Term N9300 XF, 7Y<br>Unit Price: 227.60 Each per Month<br>Duration: 7 Years, Billing Frequency: Prepaid | 2 | 19,118.40 | 38,236.80 |
| 1.14.0 | SW-OTHER | Select if this product will NOT be used for AI Applications | 2 | 0.00 | 0.00 |
| | Nexus Management Switch w/ 7YR of Licensing & Support | | | | |
| 2.0 | N9K-C9348GC-FXP | Nexus 9300 with 48p 100M/1GT, 4p 10/25G & 2p 40/100G QSFP28 | 2 | 8,304.80 | 16,609.60 |
| 2.1.0 | CON-SNTP-N9348F | SNTC-24X7X4 Nexus 9300 with 48p 100M/1G, 4p 10/25G S<br>Duration: 7.00 Years | 2 | 9,048.80 | 18,097.60 |
| 2.2.0 | MODE-NXOS | Mode selection between ACI and NXOS | 2 | 0.00 | 0.00 |
| 2.3.0 | DCN-OTHER | Select if this product will NOT be used for AI Applications | 2 | 0.00 | 0.00 |
| 2.4.0 | NXOS-CS-10.4.3F | Nexus 9300, 9500, 9800 NX-OS SW 10.4.3 (64bit) Cisco Silicon | 2 | 0.00 | 0.00 |
| 2.5.0 | NXOS-SLP-INFO-9K | Info PID for Smart Licensing using Policy for N9K | 2 | 0.00 | 0.00 |
| 2.6.0 | NXK-AF-PI | Dummy PID for Airflow Selection Port-side Intake | 2 | 0.00 | 0.00 |
| 2.7.0 | NXK-ACC-KIT-1RU | Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal | 2 | 0.00 | 0.00 |
| 2.8.0 | NXA-PAC-350W-PI | Nexus NEBs AC 350W PSU - Port Side Intake | 4 | 0.00 | 0.00 |
| 2.9.0 | NXA-FAN-30CFM-B | Nexus Fan, 30CFM, port side intake airflow | 6 | 0.00 | 0.00 |
| 2.10.0 | CAB-C13-C14-2M | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 4 | 0.00 | 0.00 |
| 2.11.0 | SVS-B-N9K-ADV-GF | EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K | 2 | 0.00 | 0.00 |
| 2.12.0 | C1A1TN9300GF-7Y | Data Center Networking Advantage Term N9300 GF, 7Y<br>Unit Price: 91.09 Each per Month<br>Duration: 7 Years, Billing Frequency: Prepaid | 2 | 7,651.56 | 15,303.12 |

**NETSYNC**
**2500 West Loop South, Ste. 410/510**
Houston, TX 77027 USA
713.218.5000

# QUOTE

AAAQ486777

| | |
|---|---|
| Quote #: | AAAQ486777 |
| Date: | 05/05/2026 |
| Valid for: | 30 Days |

| Line # | Part | Description | Qty | Unit Price | Ext Price |
|---|---|---|---|---|---|
| 2.13.0 | SW-OTHER | Select if this product will NOT be used for AI Applications | 2 | 0.00 | 0.00 |
| | 10/25G Long Range | | | | |
| 3.0 | SFP-10/25G-LR-S-ENC | 10/25GBASE-LR SFP28 1310nm10km DOM SMF Duplex LCCommercial Temp Cisco CompatibleTAA Compliant | 2 | 142.50 | 285.00 |
| | 100G Long Range | | | | |
| 4.0 | QSFP-100G-LR-S-ENC | 100GBase-LR1 Single LambdaQSFP28 1310nm 10km DOM SMFDuplex LC Connector CiscoCompatible TAA Compliant | 12 | 487.50 | 5,850.00 |

Quote is valid for 30 days, excluding items subject to product or supply constraints, which may be subject to price and availability changes without notice.

**Notes: 220051761-010-04**

7YR Updated List Pricing - May 2026 v2-Rev4

Cisco Systems TX | DIR-CPO-5347
Netsync DIR-CPO-5391 | DIR-CPO-5391

| | |
|---|---|
| Total | 156,056.12 |
| Tax/Vat | 0.00 |
| Shipping | 0.00 |
| **Grand Total USD** | **156,056.12** |

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 4.D.

**Title**
**Consider action approving the award of contracts for Fleet and Fire Apparatus Maintenance and Repair Services.**

Consider action to adopt a resolution authorizing the award of contracts for CSP No. 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services to Accelerate Auto Group LLC d/b/a Accelerate Auto Repair and Collision and Rowlett Service Center, Inc. for Scope of Services A – Fleet Department, and to Allsource Enterprises, LLC dba Safe Industries and Metro Fire Apparatus Specialist Inc. for Scope of Services B – Fire Department, at the unit prices proposed, for an initial period through September 30, 2027, with up to four (4) additional one-year renewal periods on October 1st of each year; authorizing the Interim City Manager or his designee to execute the contracts and all necessary and related documents; and providing an effective date for each Contract.

**Staff Representative**
Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**

The purpose of this item is to establish annual fixed-price contracts for fleet and fire apparatus maintenance and repair services.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Promote Operational Excellence** | 7.1 Provide responsive, reliable, and cost-efficient public services.<br>7.4 Improve organizational capacity and effectiveness.<br>7.6 Streamline internal business processes.<br>7.7 Maintain a sound system of internal control. |

**Background Information**

The City issued Competitive Sealed Proposal (CSP) No. 2026-02-A for Fleet and Fire Apparatus Maintenance and Repair Services advertised in February 2026 to establish annual fixed-price contracts with service providers qualified to perform preventative maintenance and repairs on City-owned fleet and fire apparatus response vehicles, for

an initial period through September 30, 2027, with four (4) additional one-year renewal periods. The CSP outlined two scopes of work, one for the Fleet Department (Scope of Services A) one for the Fire Department (Scope of Services B). Providers did not have to submit for both scopes of work to be considered. The City received seven (7) proposals by the due date March 4, 2026. Of the seven (7) proposals, six (6) service providers submitted for Scope of Services A – Fleet Department, and four (4) service providers submitted for Scope of Services B – Fire Department.

**Discussion**

An evaluation committee comprised of representatives from the Fleet and Fire Departments evaluated and scored the submissions in accordance with the following evaluation criterion:

| Criteria | Description | Points |
|---|---|---|
| **Cost** | The total cost to provide all services, as evidenced in Article VII. Submittals, Section C. | 40 |
| **Location** | The distance from the repair facility to 4000 Main St., Rowlett, TX 75088, as evidenced in Article VII. Submittals, Section D. | 15 |
| **Experience** | Experience for organizations of similar size, and same or similar scope of work , as evidenced in Article VII. Submittals, Section B. | 25 |
| **Ability to Meet the City's Needs** | Ability to meet the City's needs, as evidenced in Article VII. Submittals, all sections. | 20 |
| **Total Points** | | **100** |

Staff recommends awarding contracts to the top two (2) service providers for each scope of services in order to accommodate the City's needs for fleet and fire apparatus maintenance and repair services.

**Financial/Budget Implications**

The estimated annual expenditure for the Fleet Department is $150,000; and the estimated annual expenditure for the Fire Department is $210,000. All future year expenditures will be contingent upon Council approved budget appropriations.

| Account Number | Account Title | Budget Amount | Available Amount | Proposed Amount |
|---|---|---|---|---|
| 1015010-6308 | MAINTENANCE - MOTOR VEHICLES | $208,092.00 | $1,224.28 | $150,000.00 |
| 1014502-6308 | MAINTENANCE - MOTOR VEHICLES | $511,364.57 | $150,816.81 | $210,000.00 |
| **TOTAL** | | $719,456.57 | $152,041.09 | **$360,000.00** |

**Recommended Action**

Move to adopt a resolution authorizing the award of contracts for CSP No. 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services to Accelerate Auto Group LLC and Rowlett Service Center, Inc. for Scope of Services A – Fleet Department, and Allsource Enterprises dba Safe Industries and Metro Fire Apparatus Specialist Inc. for Scope of Services B – Fire Department, at the unit prices proposed, for an initial period through September 30, 2027, with up to four (4) additional one-year renewal periods on October 1st of each year; authorize the Interim City Manager or his designee to execute the contracts and all necessary and related documents; and provide an effective date for each Contract.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AWARDING CONTRACTS FOR CSP NO. 2026-02-A FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES (1) FOR SCOPE OF SERVICES A - FLEET DEPARTMENT, TO ACCELERATE AUTO GROUP, LLC, D/B/A ACCELERATE AUTO REPAIR AND COLLISION AND TO ROWLETT SERVICE CENTER, INC AND (2) FOR SCOPE OF SERVICES B - FIRE DEPARTMENT, TO ALLSOURCE ENTERPRISES, LLC D/B/A SAFE INDUSTRIES AND TO METRO FIRE APPARATUS SPECIALISTS, INC., ALL AT THE UNIT PRICES PROPOSED FOR AN INITIAL TERM RUNNING THROUGH SEPTEMBER 30, 2027, WITH FOUR ADDITIONAL, OPTIONAL ONE-YEAR RENEWAL PERIODS; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONTRACTS AND ALL RELATED AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City issued Competitive Sealed Proposal (CSP) No. 2026-02-A for Fleet and Fire Apparatus Maintenance and Repair Services in February 2026 to establish annual fixed-price contracts with service providers qualified to perform preventative maintenance and repairs on City-owned fleet and fire apparatus vehicles; and

**WHEREAS,** the CSP outlined two scopes of services: Scope of Services A for Fleet Department and Scope of Services B for Fire Department; and

**WHEREAS,** the evaluations committee has evaluated and scored the submissions and has recommended award of the contracts to the two highest ranking service providers for each scope of services in order to accommodate the City's needs; and

**WHEREAS,** the City Council finds it to serve the health, safety and general welfare to approve and award the recommended contracts;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:**

**SECTION 1.** A Contract for CSP No. 2026-02-A, Scope of Services A for Fleet Department is hereby awarded to (1) Rowlett Service Center, Inc. and to (2) Accelerate Auto Group, LLC d/b/a Accelerate Auto Repair and Collision, each at the unit prices proposed by that service provider, for an initial term commencing upon execution and running through September 30, 2027, with four additional, optional one-year renewal terms.

**SECTION 2.** A Contract for CSP No. 2026-02-A, Scope of Services B for Fire Department is hereby awarded to (1) Metro Fire Apparatus Specialists, Inc. and to (2) Allsource Enterprises LLC, d/b/a Safe Industries, each at the unit prices proposed by that service provider, for an initial term commencing upon execution and running through September 30, 2027, with four additional, optional one-year renewal terms.

**SECTION 3.** The Interim City Manager or his designee is hereby authorized to execute the contracts awarded herein and any other necessary and related documents.

**SECTION 4.** This resolution shall take effect immediately upon its passage.

**Attachments**

1. Attachment 1 - Evaluation Summary
2. Attachment 2- Contract for Services - Accelerate Auto Group LLC
3. Attachment 3 - Contract for Services - Rowlett Service Center Inc
4. Attachment 4 - Contract for Services - Allsource Enterprises dba Safe Industries
5. Attachment 5 - Contract for Services - Metro Fire Apparatus Specialist Inc.

CITY OF ROWLETT

CSP NO. 2026-02-A FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES

COMBINED EVALUATION MATRIX

**SECTION A- FLEET DEPARTMENT**

| Vendors | Experience (25%) | Location (15%) | Ability to Meet the City's Needs (20%) | Cost (40%) | Total Score |
|---|---|---|---|---|---|
| Rowlett Service Center, Inc. | 20.00 | 15.00 | 12.67 | 32.98 | 80.64 |
| Accelerate Auto Group, LLC dba Accelerate Auto Repair and Collision | 17.50 | 13.50 | 14.00 | 32.46 | 77.46 |
| Sam Packs Five Star Ford, Ltd. | 20.00 | 12.00 | 12.67 | 32.54 | 77.20 |
| Allsource Enterprises LLC dba Safe Industries | 14.17 | 12.00 | 11.33 | 21.64 | 59.14 |
| RRPFG LP | 0.00 | 12.00 | 12.67 | 27.44 | 52.11 |
| Bill Utter Automobile Company, Inc. dba Blake Utter Ford | 0.00 | 9.50 | 11.33 | 24.75 | 45.58 |

**SECTION B - FIRE DEPARTMENT**

| Vendors | Experience (25%) | Location (15%) | Ability to Meet the City's Needs (20%) | Cost (40%) | Total Score |
|---|---|---|---|---|---|
| Metro Fire Apparatus Specialists, Inc. | 25.00 | 15.00 | 20.00 | 24.64 | 84.64 |
| Allsource Enterprises LLC dba Safe Industries | 16.25 | 13.88 | 13.00 | 26.97 | 70.09 |
| Sam Packs Five Star Ford, Ltd. | 0.00 | 13.88 | 11.00 | 33.55 | 58.42 |
| RRPFG LP | 0.00 | 13.88 | 11.00 | 29.39 | 54.27 |

# CITY OF ROWLETT
# CONTRACT FOR SERVICES
# CONTRACT NO. 2026-02-A
# FLEET MAINTENANCE AND REPAIR SERVICES

This Contract ("Contract") is made by and between the **City of Rowlett, Texas ("City"), a municipal corporation and Accelerate Auto Group, LLC dba Accelerate Auto Repair and Collision ("Contractor")** acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

## RECITALS

**WHEREAS,** City agrees to retain the Contractor, to provide services relative to Fleet Maintenance and Repair Services – Scope of Work A (hereinafter referred to as "Services"), in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference, and this Contract;

**WHEREAS,** the Contractor agrees to render all labor, supervision, materials and equipment necessary for Services to the City in accordance with the terms and conditions set forth in this Contract;

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

1. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The Contract Documents shall consist of the following documents:

   a. This Contract; and
   b. Exhibit A CSP No. 2026-02-A
   c. Exhibit B Contractor's Proposal

   These Documents are incorporated by reference into this Contract as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

2. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide Services in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.

3. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the City in writing.

4. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.

5. **CONTRACT PERIOD.** The contract period is May 19, 2026, through September 30. 2027 (“Initial Term”). All pricing is to remain firm during the initial term of the contract period. The contract is renewable for up to four (4) additional one-year terms beginning on October 1st of each year if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

6. **COMPENSATION.** The contractor's total compensation for Services to be performed and expenses to be incurred is specified in Exhibit B.

7. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.

8. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to City of Rowlett, Fire Department, P.O. Box 99, Rowlett, Texas 75030-0099, or emailed to marnold@rowlett.com.

9. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

10. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.

11. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A for the benefit of City. Failure to maintain the required insurance may result in immediate termination of the Contract.

12. **INDEMNIFICATION.** As specified in Exhibit A.

13. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee, or agent.

14. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine, and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants' employment and employees as the law may require.

16. **TERMINATION OF CONTRACT.** City may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (I) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the City, City may terminate this Contract immediately upon providing written notice of termination.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by City in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

17. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

18. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval of all fees or other charges for the additional work before such work begins.

19. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.

20. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City by 8 a.m. of the following City business day after the incident. If damage may result in further damage to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, or agents.

21. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

22. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the City's representative are followed.

23. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

24. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (I) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under§ 2252.153, Texas Government

Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in§ 2252.151 of the Texas Government Code.

25. **FIREARM ENTITIES.** If § 2274.002 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of the Contract against a firearm entity or firearm trade association As used herein, "firearm entity," "firearm trade association," and "discriminate against a firearm entity or firearm trade association" shall have the meaning given such terms in Section 2274.001, Texas Government Code.

26. **ENERGY COMPANIES.** Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

27. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

28. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the City and the Contractor, the City and Contractor agree to submit such disagreement to non-binding mediation prior to filing of a lawsuit in any federal, state, or local court.

29. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

30. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

City of Rowlett
Attn: Kristoff Bauer, Interim City Manager
P.O. Box 99
Rowlett, Texas 75030-0099
kbauer@rowlett.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

Accelerate Auto Group, LLC dba Accelerate Auto Repair and Collision
Attn: Justin Cole, CEO/Founder
3002 Century Dr.
Rowlett, Texas 75088
jcole@accelerateautogroup.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

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

32. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law without regard to choice of law rules. Venue for this Contract shall be located in Dallas County, Texas.

33. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

34. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the City and Contractor.

**CITY OF ROWLETT**

By:_____

Kristoff Bauer

Interim City Manager

Date:_____

**ACCELERATE AUTO GROUP, LLC**
**DBA ACCELERATE AUTO REPAIR AND COLLISION**

By:_____

Justin Cole

CEO/Founder

Date: 5/10/2026

EXHIBIT A
CSP NO. 2026-02-A

# City of Rowlett
# CSP No. 2026-02-A
# Fleet and Fire Apparatus Maintenance and Repair Services

**Important Dates**

| | |
|---|---|
| **Pre-Proposal Meeting:** | **02/17/2026 at 11:00am** |
| **Questions Deadline:** | **02/18/2026 at 12:00pm** |
| **Proposals Due:** | **02/25/2026 at 2:00pm** |

1. **APPLICABILITY**: These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.

2. **NOTIFICATION**: The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.

3. **ADDENDA**: Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.

4. **SILENCE OF SPECIFICATION**: The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.

5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.

6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

7. **PAPER SUBMISSIONS**: Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

8. **PRESENTATION OF BIDS/PROPOSALS**: Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS**: The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

10. **PRICING**: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

    Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **PROPRIETARY INFORMATION**: All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.

12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.

13. **WITHDRAWAL OF OFFER**: Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.

14. **F.O.B./DAMAGE**: Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.

15. **PREPARATION COST**: All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.

16. **TESTING**: At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.

17. **SAMPLES**: At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.

18. **QUALITY**: Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

    The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

    For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall

participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

**24.** **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm.

**25.** **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

**26.** **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a Provider or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

**27.** **MINIMUM STANDARDS FOR RESPONSIBILITY**: A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required
B. Ability to comply with the required or proposed delivery schedule
C. Have a satisfactory record of performance
D. Have a satisfactory record of integrity and ethics
E. Be otherwise qualified and eligible to receive an award

**28.** **AWARD OF CONTRACT**: The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method

may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

A. The purchase price
B. The reputation of the vendor and of the vendor's goods or services
C. The quality of the vendor's goods or services
D. The extent to which the goods or services meet the City's needs
E. The vendor's past relationship with the City
F. The total long-term cost to the City to acquire the vendor's goods or services
G. Any relevant criteria specifically listed herein

29. **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.

30. **CONTRACT PERIOD**: Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with four (4) optional one-year renewal periods at the option of the City. All contract periods, including all renewal periods, will be subject to the City's availability of funds.

31. **FUNDING**: The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

32. **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.

33. **INTERLOCAL AGREEMENT**: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City

34. **CHANGE ORDER**: The City reserves the right to modify or change plans and specifications as deemed necessary at any time, including after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Office only.**

35. **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates**. When a delivery delay can be foreseen, the vendor shall provide advance

notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

**36.** **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).

**37.** **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.

**38.** **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.

**39.** **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.

**40.** **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

**41.** **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

**42.** **PRICE ESCALATION**: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term and any renewal terms of the contract, except that the contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

**43.** **PRICE REDUCTION**: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.

**44.** **INDEMNITY**: **The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and**

**costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subProvider or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.**

**45.** **INDEMNITY; PATENT RIGHTS**: The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.

**46.** **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

**47.** **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

**48.** **REMEDIES**: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

**49.** **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.

**50.** **ENERGY BOYCOTT:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

**51.** **FIREARMS:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

**52.** **CRITICAL INFRASTRUCTURE:** In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

**53.** **ANTI-BOYCOTT ISRAEL VERIFICATION:** In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries,

and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than $100,000.

**54.** **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**City of Rowlett**
**CSP No. 2026-02-A**
**Fleet and Fire Apparatus Maintenance and Repair Services**

## I. Introduction

The City of Rowlett ("City") is accepting competitive sealed proposals ("CSP") to establish an annual fixed-price contract with service providers ("Providers") qualified to perform preventative maintenance and repairs on City-owned fleet and fire apparatus response vehicles, in accordance with the terms, conditions, and requirements set forth in this CSP document. The initial term of the contract will be effective upon award through September 30, 2026, with four optional, one-year renewal periods effective on October 1st annually. The contract will be awarded to the Provider(s) providing the best value to the City, as determined by the evaluation criteria as stated herein.

The City reserves the right to award any or all line items, in whole or in part, to one or more Providers. The estimated annual expenditure for these services is $210,000 for the Fire Department and $150,000 for the Fleet Department. However, orders will be placed on an as-needed basis only and the City does not guarantee this amount. Any service quantities stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies, service quantities may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The City has included two scopes of work, one for the Fleet Department (Scope A) one for the Fire Department (Scope B). Providers do not have to submit for both scopes of work to be considered. The successful Provider will be required to execute a service contract. A sample contract is available for viewing upon request, in the Purchasing Office.

## II. Pre-Submission Conference

An online pre-proposal conference will be held for this project at 11:00am (CT), Tuesday, February 17, 2026. Attendance is optional, but interested parties are strongly encouraged to attend. To participate in the pre-submission conference, please use the following:

Meeting ID: 266 877 020 187 7
Passcode: Wd9jh6k2
Link: https://teams.microsoft.com/meet/2668770201877?p=JCPuZa2uNcWpvRqJDs

## III. Public Opening

Submittals will be publicly opened and read in compliance with statutory requirements at 2:30pm (CT). on the day submittals are due. Only the names of the providers submitting a response will be disclosed. The public opening will be conducted online as follows:

Meeting ID: 284 301 930 096 73
Passcode: mZ74aY9f
Link: https://teams.microsoft.com/meet/28430193009673?p=WSkBMxmqFcaYeaM0jO

## IV. Background Information

### A. Fleet

The Fleet Department currently maintains an estimated 150 vehicles providing essential transportation and support services across the organization. These vehicles include a mix of service, utility and specialized units that are critical for operation efficiency. The department is seeking proposals for maintenance and repair services of fleet vehicles to ensure continued reliability.

### B. Fire

The Rowlett Fire Department currently maintains ten (10) fire apparatus with expansion to twelve (12) within the first year of the contract, in addition to fifteen (15) fire fleet vehicles. The Rowlett Fire Department does not facilitate in-house resources to additionally support the maintenance of the fire apparatus fleet. The City is seeking qualified providers specializing in the maintenance of fire apparatus to provide these maintenance and repair services.

The City will have approximately six (6) in-service City-owned fire apparatus maintained under this Contract initially, expanding to eight (8) near the end of the first year of the contract. The equipment locations are City-wide, located at 1 of 5 fire stations.

## V. Scope of Services

The successful Provider(s) shall meet the following requirements and will provide all labor, equipment, and supplies to perform the services as outlined in this CSP.

### A. Vendor Qualifications

1. Provider shall have been actively engaged in fleet and/or fire apparatus maintenance and repair services for a minimum of five (5) years under its current name and in good standing with a track record of performance and must provide evidence of such. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order. Recent start-up businesses do not meet the requirements of this solicitation.

   NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise

2. Provider shall operate as an independent Provider and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.

3. Provider shall comply with all applicable governmental laws and regulations.

4. Fleet Qualifications

   a. Provider must have demonstrated experience servicing a wide range of vehicles.
   b. Provider must maintain a fully equipped service facility capable of performing comprehensive fleet maintenance, including diagnostics, engine repair, brake systems, and preventive maintenance.
   c. Provider must have access to appropriate tools, diagnostic equipment, and parts inventory to ensure timely service and minimal downtime.
   d. Provider must adhere to all federal, state, and local regulations regarding fleet operations, environmental compliance, and workplace safety.
   e. Provider must have implemented standardized safety procedures, including proper handling of hazardous materials and vehicle testing protocols.
   f. Provider must have the ability to provide scheduled preventive maintenance, emergency repairs.
   g. Provider must have demonstrated capacity to meet turnaround times and minimize fleet downtime.
   h. Provider's repair facility must be located within the Dallas-Ft. Worth area within 60 miles of Rowlett.

5. Fire Apparatus Qualifications

   a. Provider shall employ technicians who are qualified to perform the specific diagnostic check, maintenance or repair task, or performance tests specified in National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. The assigned technician(s) must possess the following minimum qualifications, as appropriate:

      1) Any person performing diagnostic checks, inspections or maintenance of fire apparatus shall meet the qualifications administered by the Emergency Vehicle Technician Certification Commission, Inc. (EVT) for Fire Apparatus Technician - Level 1 or higher and hold current certification. All work shall be performed in accordance with **NFPA 1910 Standards for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles and Marine Firefighting Vessels (Chapters 49–51)** or **NFPA 1071 Standard for Emergency Vehicle Technician Professional Qualifications**.
      2) Any person performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or EVT (Fire Apparatus) certification.
      3) Any person performing maintenance, repair, or performance testing of fire pumps, industrial supply pumps, or any component of the apparatus that is used in pump operations shall have current EVT (Fire Apparatus) Level 2 or Master Level 3 certification.

4) Any person performing maintenance, repair, or performance testing (excluding nondestructive testing) of fire apparatus aerial devices, or any component of the apparatus that is used in aerial device operations shall have current Master Level 3 certification as EVT (Fire Apparatus).
5) Any person performing nondestructive testing (NDT) required on fire apparatus aerial devices shall be certified as at least a Level II NDT Technician in the test method used, as specified in American Society for Nondestructive Testing, Inc. (NSNT) Standard CP-189, Standard for Qualification and Certification of Nondestructive Testing Personnel, current edition.

b. Provider shall have at a minimum (5) full-time Certified Emergency Vehicle Technicians on staff and available in the Dallas Ft. Worth area.

**B. Service Requirements**

1. Provider's repair facility must be located within the Dallas Ft. Worth area within 60 miles of Rowlett.

2. Provider for Scope of Work B (Fire Department) must have the ability to purchase E-One parts directly from E-One.

3. Provider must maintain a parts department with a good working stock of commonly needed parts.

4. Provider must have at least 2 fully equipped and stocked mobile response trucks for onsite repair needs.

5. Provider must maintain a staffed service coordinator in office Monday-Friday from 9:00am to 5:00pm.

6. Provider must have a staffed business office and billing department available Monday-Friday from 9:00am to 4:00pm.

7. Provider must have an emergency service contact person available to assist with the coordination and scheduling of needed emergency repairs 24 hours a day 7 days a week.

**C. Scope of Work**

1. Scope of Work A – Fleet Department, please reference Exhibit A

2. Scope of Work B – Fire Department, please reference Exhibit B

**D. Invoices and Payments**

1. The Provider shall submit an invoice for services immediately after the work is completed.

2. All invoices shall be submitted directly to the department and shall be itemized with unit

number, contracted unit prices and quantities for all work completed by the Provider.

3. Payment terms are net 30 days upon delivery and receipt of a proper invoice.

## VI. Insurance Requirements

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in **Exhibit C** to this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful vendor only.** Prior to the execution of this contract, the successful vendor will supply the Purchasing Office with an original certificate of insurance, evidencing the stated requirements and provisions. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

## VII. Submittals

In order for your proposal to be considered responsive, the following information should be submitted in the order outlined below. Failure to provide requested information may cause your proposal to be deemed non-responsive.

### A. Company Information (Label as Section A)

1. Company information should include a cover letter containing legal company name, address, telephone number, and number of years in business. Also include acknowledgement of all Addendums issued for this solicitation.

2. Include name of contact person authorized to submit a proposal and negotiate a contract on behalf of your firm, including telephone number and email address.

3. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order, if applicable.

4. Include proof of any required certifications as outlined in this CSP.

5. Vendors shall indicate whether they are submitting for Scope A, Scope B, or both.

### B. Experience

1. Outline your experience for organizations of similar size and same or similar scope of work as described in this CSP document.

### C. Fee Schedule

1. For Scope of Services A – Fleet, complete and submit the fee schedule (Attachment 1)

2. For Scope of Services B – Fire, complete and submit the fee schedule (Attachment 2)

### D. Business Information Worksheet

1. Complete and submit the Business Information Worksheet (Attachment 3)

### E. References Worksheet

1. Complete and submit the References Worksheet (Attachment 4)

### F. Additional Information

1. Proof of Insurance.

2. List any exceptions to the Standard Terms and Conditions of Procurement or the CSP requirements for the City's consideration. If none, please include a statement indicating there are no exceptions.

3. Proposal Certification Form (only required if submitting in hard copy).

## VIII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the vendor(s) that provides the best value to the City. The contract will be awarded based on the following evaluation criteria:

| Criteria | Description | Points |
|---|---|---|
| **Cost** | The total cost to provide all services, as evidenced in Article VII. Submittals, Section C. | 40 |
| **Location** | The distance from the repair facility to 4000 Main St., Rowlett, TX 75088, as evidenced in Article VII. Submittals, Section D. | 15 |
| **Experience** | Experience for organizations of similar size, and same or similar scope of work , as evidenced in Article VII. Submittals, Section B. | 25 |
| **Ability to Meet the City's Needs** | Ability to meet the City's needs, as evidenced in Article VII. Submittals, all sections. | 20 |
| **Total Points** | | **100** |

## IX. Interviews and Presentations

In fairness to all Providers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected Providers may or may not be requested by the City after the closing date.

Selection may be made strictly from the information provided in the CSP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

## X. Best and Final Offer

The City reserves the right to request a best and final offer from any or all Providers. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the City.

## XI. Questions Deadline

The City requires that all questions relating to this CSP be submitted in writing through bidnet, the City's eProcurement system, or to Suman Verma, Purchasing Agent, at sverma@rowlett.com by **12:00pm on Wednesday, February 18, 2026**. **No questions will be answered over the phone**. Questions in regard to the scope of services will only be accepted until the stated deadline. Any changes to the CSP Documents will be made by City in the form of a written Addendum. Any changes made in any other manner will not be binding upon the City, and proposer may not rely upon them.

## XII. Submission or Delivery of Proposal

**Proposals are due no later than Wednesday, February 25,2026 at 2:00pm.** Submissions will be received online, or in hard copy. Submitting a proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this CSP document.

The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

### A. Online Submission

1. Proposals may be submitted online through Bidnet, the City's eProcurement system, at the following link: https://www.bidnetdirect.com/texas/cityofrowlett.

2. Please ensure that you provide all required information, including attachments, uploaded where indicated in Bidnet.

### B. Mailed/Delivered Submission

1. Proposal must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.

2. Please submit one (1) unbound original of your proposal and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

**Delivery Address**
City of Rowlett
Attn: Purchasing Manager
4000 Main Street
Rowlett, TX 75088

**Mailing Address**
City of Rowlett
Attn: Purchasing Manager
PO Box 99
Rowlett, TX 75030-0099

**CSP 2026-02-A**
**FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**
**PROPOSAL CERTIFICATION FORM**

By submitting a proposal, the Vendor certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into negotiations for a contract for Janitorial Services for the Rowlett Community Centre. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Vendor as being non-responsive, or (ii) to accept the proposal of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

## A. FIRM INFORMATION

Legal Name of Vendor: _____

Tax ID Number: _____ Telephone No: _____

State of Formation: _____ Year of Formation: _____

Address: _____

_____

Contact Name and Title: _____

Contact Phone No: _____

Contact Email Address: _____

## B. CERTIFICATION

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Section VII. Submittals, Article F. Additional Information, Item 2. (if applicable).

**Signature of Authorized Representative:** _____

**Printed Name and Title of Authorized Representative:** _____

**Date of Certification:** _____

**EXHIBIT A**
**SCOPE OF WORK A**
**FLEET DEPARTMENT**

## A. General

The Provider shall furnish all necessary supervision, labor, tools, parts, equipment, and location required to perform inspections, maintenance, repairs, and testing of the Rowlett Fleet Department's Vehicles and Equipment. In addition, all services provided by the Provider shall be consistent with industry best practices, meet all applicable federal, state, and local standards, and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Provider shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

1. Facilities and Work Sites

   The Provider shall perform services, including inspection, maintenance, testing, and repair, at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a Fleet Department worksite without prior approval from the Rowlett Fleet Department or designated fleet supervisor.

   The Provider warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

2. Fleet Vehicle Security

   The Provider is responsible for the security of all units in its custody. The Provider is responsible for all costs associated with correcting damage while the unit is in the Provider's custody. While in the Provider's custody, vehicles shall be stored in a secure area.

3. Provider's Service Truck

   The Provider shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of Fleet vehicles and equipment. The technicians operating the trucks should be certified as required by the Contract, and capable of making repairs and logistic decisions in road call and on-site repair call situations.

## B. Maintenance Scheduling and Completion

1. Scheduling

   The Director/Supervisor of Fleet shall contact the Provider to schedule vehicles/equipment due for service. The location at which services will be performed shall be determined between the Director of Fleet and the Provider at the time when service is scheduled and confirmed. If services are to be performed at a City of Rowlett facility, the Provider shall provide the Director of Fleet with the time at which the Provider's service personnel will arrive to begin the service and an approximate time at which the service will be completed.

2. Notifications and Communication

It shall be the responsibility of the Director of Fleet to notify the affected department of scheduled service of apparatus/vehicles. In the event the Provider must pick up a vehicle at the Rowlett Department, the Provider shall check in with the on-duty staff, provide proper identification, and state the purpose of the visit. Upon completion of on-site services, the Provider shall check out with the on-duty staff and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention, and the status of the vehicle/equipment (in service or out of service). If the Fleet Director/Supervisor is not available after services, a paper form shall be left on the driver's seat of the vehicle/equipment indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention, and the status of the vehicle/equipment (in service or out of service).

3. Inspection and Maintenance Completion

The Provider is responsible for the timely inspection and maintenance of the Rowlett Fleet Department's vehicles/equipment and the return of each unit to an in-service status. Except for Priority and Non-Priority Repairs, the Rowlett Fleet Department expects that the Provider will have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete requested services at the time service is scheduled in an effort to reduce out-of-service and downtime of the Rowlett Fleet Department vehicles/equipment. The Rowlett Fleet Department performance standards for completing various work activities are as follows:

a. Semi-Annual and Preventive Maintenance: Performed at the Provider's facility. Maintenance will be performed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director/Supervisor of Fleet.

b. Annual Inspection, Testing and Preventive Maintenance: Annual Inspection, Testing, and Preventive Maintenance shall be performed at the Provider's facility. Annual Inspection, Testing, and Preventive Maintenance services shall be completed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of Fleet immediately.

c. Priority Repairs: If performed on-site, services shall be completed to minimize downtime and return the apparatus to full service as quickly as possible. If extended time is needed for repairs or the apparatus requires repair at the Provider's facility, the Provider shall notify the Director of fleet immediately.

d. Non-Priority Repairs: Non-priority repairs shall be resolved in coordination with regularly scheduled maintenance or at the discretion of the Director of Fleet to avoid unnecessary apparatus downtime. The Provider and the Director of Fleet will determine where these types of repairs will be performed. If additional time is needed for repairs, the Provider shall notify the Director of Fleet immediately.

## C. Level of Services to be Provided

1. The Fleet Department has established an in-house inspection regime for frontline and

reserve Fleet vehicles and equipment. These are daily, weekly and monthly operational inspections performed by Fleet personnel and are not work tasks included in this Scope of Work.

2. The following establishes the level of services that may be provided by the Provider. The Provider shall work with the Rowlett Fleet Department to determine the level of inspection and preventative maintenance and the required service interval for each Fleet vehicle that the Rowlett Fleet Department operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with vehicle and equipment component manufacturer's most severe service recommendation, generally accepted best industry practices, and any applicable federal, state, and local standards.

    a. Semi-Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all vehicle/equipment components and systems.
    b. Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all vehicle/equipment components and systems.
    c. Annual Performance and Certification Testing tracking and recommendations reminders may be supplied by the Provider. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours. Increased priority response expectation to the next available Provider unit.
    d. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected; however, it does not meet the criteria to warrant the vehicle/equipment be placed into an out-of-service status. Non-Priority Repairs will be approved by the Director of Fleet and handled by the Provider during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Director of Fleet.

3. Anytime services are completed on Rowlett Fleet Department, the results, findings and actions taken shall be documented by the Provider in a professional format. The Provider shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair, and test Rowlett Fleet Department apparatus. This documentation shall demonstrate that the Provider's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings, and actions taken, the service documentation shall contain the following information:

    a. Detailed Service Invoice
    b. Name or Identification of the technician that performed the services
    c. Parts descriptions and costs
    d. Location where services were performed
    e. Unit Designation
    f. Vehicle Number
    g. Vehicle/equipment Manufacturer

h. Vehicle/equipment Make
i. Manufacturer Job Number or Serial Number
j. Odometer Reading In
k. Vehicle Identification Number (VIN)
l. Engine Hours
m. User Department

## D. Vehicle Maintenance and Repair

1. General

The Provider shall perform scheduled preventive, recurring maintenance, repair, and replacement for the Fleet vehicles/equipment included in this Contract as directed by the Director of Fleet. All maintenance activities for this equipment shall comply with the manufacturer's recommendations, including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Director of Fleet.

2. Inspection and Preventive Maintenance Service

The objectives of inspection and preventative maintenance service are to ensure that: (a) Fleet vehicles/equipment safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service.

Recurring maintenance is the act of servicing a Fleet vehicles/equipment or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

3. Repair and Replacement

Repair is the necessary work to restore a Fleet vehicle/equipment or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts or better-quality brands and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Provider has a specific situation that warrants a request for a waiver, the provisions of Paragraph F. Parts, below, shall be followed.

a. Major Repairs

All major repairs not performed by the Provider shall be performed by a repair facility authorized by the manufacturer to perform such work.

b. Re-Assembly

The Provider shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and

clamping, pump system pressures and flows, hydraulic system pressures, hose, and orifice sizing.

c. Repair Approvals

The Provider shall have specific pre-approval from the Director of Fleet before completing repairs. In obtaining approval, the Provider shall advise the Director of Fleet before the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Provider. The estimate shall include the following:

- Estimated time
- Parts cost

d. Modifications

No modifications may be made by the Provider to any component, system, or piece of equipment maintained under any resulting Contract unless, and until, specific authorization is provided by the Director of Fleet. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Rowlett Fleet Department approval.

4. Vehicle or Equipment Damage

No accident damage may be repaired until the Provider receives authorization from the Rowlett Fleet Department. Any damage noted by the Provider during an inspection shall be immediately reported to the Director of Fleet. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage, and an estimated cost of repair.

The Provider is responsible for all costs of repair for any accident damage incurred while the Provider has custody of the vehicle.

5. Repair Facilities

If the Provider receives authorization to repair accident damage, the Provider shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems, and components to its original configuration, appearance, and structural integrity; and meeting all OEM specifications for the equipment. The Provider may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. A pre-approved cost estimate, schedule, and individual work order for the damage repair tasks are also required before Fleet approval.

## E. Emergency Call Response for Priority Repairs

1. General

A call for Priority Repair Service indicates that the vehicle/equipment has been placed in an out-of-service status due to mechanical breakdown and/or component failure, which has rendered the vehicle/equipment unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Provider to evaluate the situation from the next available Provider onsite response truck to decide on the best course of action, and/or take the

necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

2. Emergency Contact
The Provider shall have an individual accessible by phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The Provider is required to respond at that time. The Provider will provide the Director of Fleet with an estimated on-scene response time.

3. Wrecker Service
The City of Rowlett will coordinate with area wrecker services. If an apparatus requires wrecker service, the Rowlett Fleet Department shall coordinate this service and the location to which the apparatus shall be towed.

## F. Parts

1. Parts Inventory
The Provider may maintain a reasonable, regularly needed parts inventory level at its facility to assure timely repair of the Rowlett Fleet Department vehicles/equipment. The Provider-supplied inventory shall remain the property of the Provider upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance before the actual service. Mark-up on parts shall not exceed 25%. Provider shall show proof of markup on request.

2. Tires
The Rowlett Fleet Department has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Rowlett Fleet Department. The Provider's role in tire replacement is to recommend when tire replacement is necessary.

3. Provider-Furnished Parts
The Provider shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

a. Part Number
b. Part Description and
c. Unit Price of Part

4. Core Accounting
The Provider is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Provider's parts supplier denies a core charge, the Provider may provide documentation verifying that denial, a copy of the work order, and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Director of Fleet.

## G. Warranties

1. Warranty Repairs

The Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Rowlett Fleet Department shall communicate the warranty status of all apparatus. The Provider shall notify the Director of Fleet when a warranty repair is required and work with the Director of the Fleet to determine the best course of action. The Director of the Fleet will determine if the Provider is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Provider fails to acknowledge a warranty repair and/or notify the Rowlett Fleet Department before proceeding with the repair, the Provider shall be responsible for the labor and parts associated with the repair.

2. Provider Repair Warranty

The Provider shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Provider shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Provider in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles, or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,500.

3. Original Equipment Manufacturer (OEM) Warranty

If the Provider is a dealer or distributor of the part or component being repaired or replaced, the Provider will, at no cost to the Rowlett Fleet Department, recapture the warranty from the OEM. If that repair or part has been charged to the Rowlett Fleet Department, the Provider will credit that cost to the Rowlett Fleet Department account. The Rowlett Fleet Department will reduce any outstanding Provider invoices by the amount of the credit. If the Provider is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Provider. This includes recapturing any costs to the Provider from the warranting entity.

4. Warranty Claims

The Provider shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Provider shall be responsible for pursuing claims that have been denied, at the direction of the Director of Fleet.

5. Vehicle Record Files

The Provider shall establish and maintain an individual folder for each piece of Fleet apparatus being serviced in this Contract. The folders will be available for review by the Rowlett Fleet Department during normal business hours. The folders are to be numbered with the unit identification number and filed numerically. All information about that unit will be included in the folder, including, but not limited to:

a. Maintenance Requests
b. Work Orders and other Maintenance Actions
c. Completed Inspection Checklists
d. Documentation of all repairs performed along with the associated recommendation checklist.

**EXHIBIT B**
**SCOPE OF WORK B**
**FIRE DEPARTMENT**

## A. General

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repairs and testing of the Rowlett Fire Departments fire apparatus. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and 1910 standard for the inspection, maintenance, refurbishment, testing, and retirement of in-service emergency vehicles and marine firefighting vessels, consolidating several foundational safety documents into one comprehensive guideline. in coordination with the DOT (Department of Transportation) current regulations. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in- service status.

1. Facilities and Work Sites

   The Provider shall perform services, including inspection, maintenance, testing and repair, at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a Fire Department worksite without prior approval from the Rowlett Fire Department Chief or his designated fleet director.

   The Provider warrants that its facility complies with all applicable local, state and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

2. Fire Apparatus and Ambulance Security

   The Provider is responsible for the security of all units in its custody. The Provider is responsible for all costs associated with correcting damage while the unit is in the Provider's custody. While in the Provider's custody, apparatus/vehicles shall be stored inside, in a temperature-controlled environment.

3. Provider's Service Truck

   The Provider shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment and parts sufficient to support the spot repair of fire apparatus. The technicians operating the trucks should be certified as required by the Contract, including certification under **NFPA 1071, Standard for Emergency Vehicle Technician Professional Qualifications**

## B. Maintenance Scheduling and Completion

1. Scheduling

The Director of fire fleet shall contact the Provider to schedule apparatus/vehicles due for service. The location at which services will be performed shall be determined between the Director of Fire Fleet and the Provider at the time when service is scheduled and confirmed. If services are to be performed at a City of Rowlett facility, the Provider shall provide the Director of Fire Fleet with the time at which the Provider's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

2. Notifications and Communication

It shall be the responsibility of the Director of fire fleet to notify the affected Fire Station Officer, Shift Battalion Chief and station personnel of scheduled service of apparatus/vehicles. In the event the Provider must pick- up a piece of apparatus at a Rowlett fire station, the Provider shall check in with the on-duty Fire Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Provider shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). In the event that the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

3. Inspection and Maintenance Completion

The Provider is responsible for the timely inspection and maintenance of the Rowlett Fire Department fire apparatus and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the Rowlett Fire Department that the Provider have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the Rowlett Fire Department apparatus. The Rowlett Fire Department performance standards for completing various work activities are as follows:

a. Semi-Annual and Preventative Maintenance: Performed at the Provider's facility. Maintenance will be performed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of fire fleet.

b. Annual Inspection, Testing and Preventative Maintenance: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Provider's facility. Annual Inspection, Testing and Preventative Maintenance services shall be completed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of fire fleet immediately.

c. Priority Repairs: If performed on-site, services shall be completed to minimize down time and return apparatus back to full service, as quickly as possible. If extended time is needed for repairs or apparatus requires repair at the Provider's

facility, the Provider shall notify the Director of fleet immediately.

d. Non-Priority Repairs: Non-priority repairs shall be resolved in coordination with regularly scheduled maintenance or at the discretion of the Director of Fire Fleet to avoid unnecessary apparatus down time. The Provider and the Director of fire fleet will determine where these types of repairs will be performed. If additional time is needed for repairs the Provider shall notify the Director of fire fleet immediately.

## C. Level of Services to be Provided

1. The Chief has established an in-house inspection regime for frontline and reserve fire apparatus. These are daily, weekly and monthly operational inspections performed by fire personnel and are not work tasks included in this Scope of Work.

2. The following establishes the level of services to be provided by the Provider. The Provider shall work with the Rowlett Fire Department to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus that the Rowlett Fire Department operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1910,1911 and the DOT, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

   a. Semi Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
   b. Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
   c. Annual Performance and Certification Testing tracking and recommendations reminders will be supplied by the Provider. Note: Third party annual certification testing will be utilized when necessary.

      1) Performance Testing of Low Voltage Electrical Systems (NFPA 1911, Chapter 17)
      2) Performance Testing of Aerial Devices (NFPA 1911, Chapter 19)
      3) Performance Testing of Line Voltage Electrical Systems (NFPA 1911, Chapter 22)
      4) Performance Testing of Fire Pumps (NFPA 1911 Chapter 18)

   d. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours. Increased priority response expectation to next available Provider unit available.

   e. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non- Priority Repairs will be

approved by the Director of fire fleet and handled by the Provider during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Director of Fire Fleet.

3. Anytime services are completed on Rowlett Fire Department, the results, findings and actions taken shall be documented by the Provider in a professional format. The Provider shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test Rowlett Fire Department apparatus. This documentation shall demonstrate that the Provider's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

   a. Date services were performed
   b. Name or Identification of the technician that performed the services.
   c. Location where services were performed.
   d. Unit Designation
   e. Vehicle Number
   f. Apparatus Manufacturer
   g. Apparatus Make
   h. Manufacturer Job Number or Serial Number
   i. Odometer Reading Out
   j. Vehicle Identification Number (VIN)
   k. Engine Hours
   l. User Department

## D. Vehicle Maintenance and Repair

1. General

   The Provider shall perform scheduled preventive, recurring maintenance, repair and replacement services for the fire apparatus included in this Contract, as directed by the Director of fire fleet. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties requirements, and with the applicable provisions of **NFPA 1910, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles*, and NFPA 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus***. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Director of fire fleet.

2. Inspection and Preventive Maintenance Service

   The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil, transmission fluid and coolant. Fluid samples shall

be taken at each oil change interval and tested at a laboratory.

3. Recurring Maintenance

Recurring maintenance is the act of servicing a fire apparatus or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

4. Repair and Replacement

Repair is the necessary work to restore a fire apparatus or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts or better-quality brands and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Provider has a specific situation that warrants a request for a waiver, the provisions of Paragraph F. Parts, below, shall be followed.

a. Major Repairs

All major repairs not performed by the Provider shall be performed by a repair facility authorized by the manufacturer to perform such work.

b. Re-Assembly

The Provider shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts.

c. Repair Approvals

The Provider shall have specific pre-approval from the Director of fire fleet prior to completing repairs. In obtaining approval, the Provider shall advise the of Director of fire fleet prior, the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Provider. The estimate shall include the following:

- Estimated time
- Parts cost
- Labor cost
- Shop cost

5. Modifications

No modifications may be made by the Provider to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific authorization is provided by the Director of fire fleet. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Rowlett Fire Department approval.

6. Apparatus or Equipment Damage

No accident damage may be repaired until the Provider receives authorization from the Rowlett Fire Department. Any damage noted by the Provider during an inspection shall be immediately reported to the Director of fire fleet. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair.
The Provider is responsible for all costs of repair for any accident damage incurred while the Provider has custody of the vehicle.

7. Repair Facilities

If the Provider receives authorization to repair accident damage, the Provider shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Provider may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to the City. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.

## E. Emergency Call Response for Priority Repairs

1. General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Provider to evaluate the situation from the next available Provider onsite response truck to decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. **Priority repair determinations, including out-of-service conditions, shall follow the criteria established in NFPA 1910 and NFPA 1911.**

2. Emergency Contact

The Provider shall have an individual accessible by phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. Provider is required to respond at that time. The Provider will provide the Director of fire fleet with an estimated on- scene response time.

3. Wrecker Service

The City of Rowlett will coordinate with area wrecker services. In the event that an apparatus requires wrecker service, the Rowlett Fire Department shall coordinate this service and the location to which the apparatus shall be towed.

## F. Parts

1. Parts Inventory

The Provider shall maintain a reasonable regularly needed parts inventory levels at its facility

to assure timely repair of the Rowlett Fire Department fire apparatus. The Provider-supplied inventory shall remain the property of the Provider upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts shall not exceed 25. Provider shall show proof of mark-up on request.

2. Tires

The Rowlett Fire Department has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Rowlett Fire Department. The Provider's role in tire replacement is to recommend when tire replacement is necessary, in accordance with applicable DOT regulations and manufacturer recommendations.

3. Provider-Furnished Parts

The Provider shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

a. Part Number
b. Part Description
c. Unit Price of Part

4. Core Accounting

The Provider is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Provider's parts supplier denies a core charge, the Provider may provide documentation verifying that denial, and a copy of the work order and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Director of fire fleet.

## G. Warranties

1. Warranty Repairs

The Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Rowlett Fire Department shall communicate the warranty status of all apparatus. The Provider shall notify the Director of fire fleet when a warranty repair is required and work with the Director of the fire fleet to determine the best course of action. The Director of the fire fleet will determine if the Provider is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Provider fails to acknowledge a warranty repair and/or notify the Rowlett Fire Department prior to proceeding with the repair, the Provider shall be responsible for the labor and parts associated with the repair.

2. Provider Repair Warranty

The Provider shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Provider shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Provider in-house rebuild, the warranty

shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,500.

3. Original Equipment Manufacturer (OEM) Warranty

If the Provider is a dealer or distributor of the part or component being repaired or replaced, the Provider will, at no cost to the Rowlett Fire Department, recapture the warranty from the OEM. If that repair or part had been charged to the Rowlett Fire Department, the Provider will credit that cost to the Rowlett Fire Department account. The Rowlett Fire Department will reduce any outstanding Provider invoices by the amount of the credit. If the Provider is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Provider. This includes recapturing any costs to the Provider from the warranting entity.

4. Warranty Claims

The Provider shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Provider shall be responsible for pursuing claims that have been denied, at the direction of the Director of fire fleet.

5. Vehicle Record Files

The Provider shall establish and maintain an individual folder for each piece of fire apparatus being serviced in this Contract. The folders will be available for review by the Rowlett Fire Department during normal business hours. The folders are to be numbered with the unit identification number and be filed numerically. All information pertaining to that unit will be included in the folder, including, but not limited to:

a. Maintenance Requests.
b. Work Orders and other Maintenance Actions.
c. Completed Inspection Checklists.
d. Documentation of all repairs performed, along with the associated recommendation checklists.

**EXHIBIT C**
**STANDARD INSURANCE REQUIREMENTS**

Company shall procure and maintain for the duration of the contract insurance coverages outlined herein which may arise from or be in connection with the performance of the work here under by the Company, his agents, representatives, employees or sub-providers. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

## 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each sub-provider employed by Company to purchase and maintain insurance of the type specified herein or cover such sub-provider under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

## 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Providers<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

| Contracts between $1,000,000 and $8,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Providers<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12,

CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any sub-provider from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

**Attachment 1**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services A - Fleet Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | % |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

**Attachment 2**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services B - Fire Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | % |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

# Attachment 3
# Business Information Worksheet

**Vendor Information**

Number of employees: Full time _____ Number of employees: Part time: _____

Physical location of repair facility (full address, including city, state & zip code):

Distance between repair facility and 4000 Main St., Rowlett, TX 75089: _____

Do you have a service truck? Yes ☐ No ☐

Explain facility security features and how the City's units will be secured:

**Vendor Contacts**

The successful vendor(s) must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

**Subcontractor Information**

Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City prior to commencement of work.**

Name: _____

Type of Work: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

# **Attachment 4 -** References Worksheet
# CSP No. 2026-02-A

Please provide at least five (5) verifiable references for same or similar services as the City has specified in the solicitation, in the spaces provided below.

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

**City of Rowlett Purchasing Office**
**Addendum No. 1**
**Issued February 24, 2026**

| | |
|---|---|
| **CSP No:** | **2026-02-A** |
| **CSP Title:** | **Fleet and Fire Apparatus Maintenance and Repair Services** |
| **Proposals Due:** | **03/04/2026 @ 2:00pm** |

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the CSP:

**Changes**

1. **Change to proposal due date:**

   Proposals are due no later than Wednesday, March 4, 2026, at 2:00pm.

2. **Change to the public opening link:**

   Submittals will be publicly opened and read in compliance with statutory requirements at 2:30pm (CT). on the day submittals are due. Only the names of the providers submitting a response will be disclosed. The public opening will be conducted online as follows:

   Meeting ID: 296 835 599 279 86
   Passcode: eK7UZ3VA
   Link: https://teams.microsoft.com/meet/29683559927986?p=dqrtAXl42cyzF3Rml4

For vendors who have already submitted a response and feel this addendum may change their response, you may pick up your submission and return it prior to March 4, 2026, by 2:00pm. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum in the appropriate space of the Certification Form if you have not previously submitted a response.

For questions regarding this addendum contact:

**Suman Verma**
**Purchasing Agent**
**(469) 969-2417**
**sverma@rowlett.com**

EXHIBIT B
CONTRACTOR'S PROPOSAL

**SECTION A**

To Whom it May Concern,

Our legal name and address are below, we have been in business for ten years, and we're submitting for Scope A.

I/we acknowledge all addendums issued.

Alan Walker has my permission to submit our proposal and negotiate a contract on behalf of my firm. His email address is alan@accelerateautorepair.com. His phone number is 469-501-5114.

Our original name was Accelerate Auto Group LLC (founded in 2016). We added the brand name Accelerate Auto Repair in 2021. We updated the brand name to Accelerate Auto Repair and Collision in 2022.

Thank You,



Justin Cole, Founder/CEO
Accelerate Auto Group LLC dba:
Accelerate Auto Repair and Collision
3002 Century Dr.
Rowlett, TX 75088
o. 469-300-9669
m. 608-658-0550
f. 214-292-9782

**SECTION B**

My experience: 14 years of owning and running companies that service, repair, and maintain large quantities of motor vehicles. 5 years of management experience at large companies that service, repair, and maintain large quantities of motor vehicles. We are ICAR Gold Certified and have ASE Master Certified members on our team.

Thank You,



Justin Cole, Founder/CEO
Accelerate Auto Group LLC dba:
Accelerate Auto Repair and Collision
3002 Century Dr.
Rowlett, TX 75088
o. 469-300-9669
m. 608-658-0550
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**Attachment 1 - ACCELERATE AUTO REPAIR & COLLISION**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services A - Fleet Department**

**Fee Schedule**

*Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.*

**Section 1 - Inspection and Preventative Maintenance**

*Please submit unit prices for inspection and preventative maintenance as indicated.*

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | $ 135.00 |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | $ 135.00 |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | $ 135.00 |

**Section 2 - Repairs**

*Please submit unit prices for repairs as indicated.*

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | $150 |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | $175 |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | $135 |

**Section 3 - Travel**

*Please submit unit price for travel as indicated.*

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | 0 |

**Section 4 - Parts**

*Please submit percentage mark-up on parts as indicated.*

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | 25% |

**Section 4 - Other Fees**

*Any additional fees associated with providing services must be inlcuded in this section.*

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | SHOP SUPPLIES - 18% OF LABOR WITH A MAX OF $39.99 | FEE | 39.99 |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

## Attachment 3
## Business Information Worksheet

**Vendor Information**

Number of employees: Full time 15 Number of employees: Part time: 1

Physical location of repair facility (full address, including city, state & zip code):

3002 Century Dr, Rowlett, TX, 75088

Distance between repair facility and 4000 Main St., Rowlett, TX 75089: 0.7 MILE

Do you have a service truck? Yes [✓] No [ ]

Explain facility security features and how the City's units will be secured:

Monitored security and fire alarms, locked fence and gated storage areas, as well as storage inside of the locked shop. Remotely viewable surveillance, fire sprinklers inside of the facility.

**Vendor Contacts**

The successful vendor(s) must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Alan Walker - Service Manager

Company Telephone Number (including are code): 469-345-7708

Emergency Telephone Number (including are code): 360-566-5193

**Subcontractor Information**

Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City prior to commencement of work.**

Name: N/A

Type of Work: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

There are no exceptions.

**CSP 2026-02-A**
**FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**
**PROPOSAL CERTIFICATION FORM**

By submitting a proposal, the Consultant certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Consultant's intent to enter into negotiations for a contract for Strategic Planning Services. Consultant agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Consultant to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Consultant as being non-responsive, or (ii) to accept the proposal of the Consultant, in which event the Consultant agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

**A. FIRM INFORMATION**

Legal Name of Vendor: ACCELERATE AUTO GROUP LLC DBA ACCELERATE AUTO REPAIR AND COLLISION

Tax ID Number: 81-2693247 Telephone No: 469-501-5115

State of Formation: TEXAS Year of Formation: 2016

Address: 3002 CENTURY DR, ROWLETT, TX, 75088

Contact Name and Title: JUSTIN COLE - CEO/FOUNDER

Contact Phone No: (469) 942-6810

Contact Email Address: JCOLE@ACCELERATEAUTOGROUP.COM

**B. CERTIFICATION**

I certify that I have the legal authority to bind the Consultant listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Article VIi. Submittals, Section F. Additional Information, Item 2. (if applicable).

**Signature of Authorized Representative:**

**Printed Name and Title of Authorized Representative:** Justin Cole

**Date of Certification:** 2/19/2026

# CITY OF ROWLETT
# CONTRACT FOR SERVICES
# CONTRACT NO. 2026-02-A
# FLEET MAINTENANCE AND REPAIR SERVICES

This Contract ("Contract") is made by and between the **City of Rowlett, Texas ("City"), a municipal corporation and Rowlett Service Center, Inc. ("Contractor")** acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

## RECITALS

**WHEREAS,** City agrees to retain the Contractor, to provide services relative to Fleet Maintenance and Repair Services – Scope of Work A (hereinafter referred to as "Services"), in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference, and this Contract;

**WHEREAS,** the Contractor agrees to render all labor, supervision, materials and equipment necessary for Services to the City in accordance with the terms and conditions set forth in this Contract;

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

1. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The Contract Documents shall consist of the following documents:

   a. This Contract; and
   b. Exhibit A CSP No. 2026-02-A
   c. Exhibit B Contractor's Proposal

   These Documents are incorporated by reference into this Contract as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

2. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide Services in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.

3. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the City in writing.

4. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.

5. **CONTRACT PERIOD.** The contract period is May 19, 2026, through September 30. 2027 (“Initial Term”). All pricing is to remain firm during the initial term of the contract period. The contract is renewable for up to four (4) additional one-year terms beginning on October 1st of each year if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

6. **COMPENSATION.** The contractor's total compensation for Services to be performed and expenses to be incurred is specified in Exhibit B.

7. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.

8. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to City of Rowlett, Fire Department, P.O. Box 99, Rowlett, Texas 75030-0099, or emailed to marnold@rowlett.com.

9. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

10. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.

11. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A for the benefit of City. Failure to maintain the required insurance may result in immediate termination of the Contract.

12. **INDEMNIFICATION.** As specified in Exhibit A.

13. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee, or agent.

14. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine, and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants' employment and employees as the law may require.

16. **TERMINATION OF CONTRACT.** City may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (I) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the City, City may terminate this Contract immediately upon providing written notice of termination.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by City in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

17. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

18. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval of all fees or other charges for the additional work before such work begins.

19. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.

20. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City by 8 a.m. of the following City business day after the incident. If damage may result in further damage to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, or agents.

21. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

22. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the City's representative are followed.

23. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

24. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (I) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under§ 2252.153, Texas Government

Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in§ 2252.151 of the Texas Government Code.

25. **FIREARM ENTITIES.** If § 2274.002 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of the Contract against a firearm entity or firearm trade association As used herein, "firearm entity," "firearm trade association," and "discriminate against a firearm entity or firearm trade association" shall have the meaning given such terms in Section 2274.001, Texas Government Code.

26. **ENERGY COMPANIES.** Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

27. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

28. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the City and the Contractor, the City and Contractor agree to submit such disagreement to non-binding mediation prior to filing of a lawsuit in any federal, state, or local court.

29. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

30. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

City of Rowlett
Attn: Kristoff Bauer, Interim City Manager
P.O. Box 99
Rowlett, Texas 75030-0099
kbauer@rowlett.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

Rowlett Service Center, Inc.
Attn: Ron Wallace, Owner
5251 Boyd Blvd.
Rowlett, Texas 75088
ronwallace@rowlettservicecenter.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

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

32. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law without regard to choice of law rules. Venue for this Contract shall be located in Dallas County, Texas.

33. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

34. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the City and Contractor.

**CITY OF ROWLETT**

By:_____

Kristoff Bauer

Interim City Manager

Date:_____

**ROWLETT SERVICE CENTER, INC.**

By:_____

Ron Wallace

Owner

Date: 5-12-2026

EXHIBIT A
CSP NO. 2026-02-A

# City of Rowlett
# CSP No. 2026-02-A
# Fleet and Fire Apparatus Maintenance and Repair Services

**Important Dates**

| | |
|---|---|
| **Pre-Proposal Meeting:** | **02/17/2026 at 11:00am** |
| **Questions Deadline:** | **02/18/2026 at 12:00pm** |
| **Proposals Due:** | **02/25/2026 at 2:00pm** |

1. **APPLICABILITY**: These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.

2. **NOTIFICATION**: The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.

3. **ADDENDA**: Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.

4. **SILENCE OF SPECIFICATION**: The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.

5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.

6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

7. **PAPER SUBMISSIONS**: Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

8. **PRESENTATION OF BIDS/PROPOSALS**: Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS**: The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

10. **PRICING**: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

    Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **PROPRIETARY INFORMATION**: All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.

12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.

13. **WITHDRAWAL OF OFFER**: Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.

14. **F.O.B./DAMAGE**: Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.

15. **PREPARATION COST**: All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.

16. **TESTING**: At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.

17. **SAMPLES**: At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.

18. **QUALITY**: Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

    The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

    For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall

participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

**24.** **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm.

**25.** **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

**26.** **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a Provider or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

**27.** **MINIMUM STANDARDS FOR RESPONSIBILITY**: A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required
B. Ability to comply with the required or proposed delivery schedule
C. Have a satisfactory record of performance
D. Have a satisfactory record of integrity and ethics
E. Be otherwise qualified and eligible to receive an award

**28.** **AWARD OF CONTRACT**: The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method

may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

A. The purchase price
B. The reputation of the vendor and of the vendor's goods or services
C. The quality of the vendor's goods or services
D. The extent to which the goods or services meet the City's needs
E. The vendor's past relationship with the City
F. The total long-term cost to the City to acquire the vendor's goods or services
G. Any relevant criteria specifically listed herein

**29.** **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.

**30.** **CONTRACT PERIOD**: Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with four (4) optional one-year renewal periods at the option of the City. All contract periods, including all renewal periods, will be subject to the City's availability of funds.

**31.** **FUNDING**: The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

**32.** **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.

**33.** **INTERLOCAL AGREEMENT**: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City

**34.** **CHANGE ORDER**: The City reserves the right to modify or change plans and specifications as deemed necessary at any time, including after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Office only.**

**35.** **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates**. When a delivery delay can be foreseen, the vendor shall provide advance

notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

**36.** **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).

**37.** **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.

**38.** **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.

**39.** **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.

**40.** **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

**41.** **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

**42.** **PRICE ESCALATION**: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term and any renewal terms of the contract, except that the contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

**43.** **PRICE REDUCTION**: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.

**44.** **INDEMNITY**: **The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and**

**costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subProvider or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.**

**45.** **INDEMNITY; PATENT RIGHTS**: The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.

**46.** **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

**47.** **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

**48.** **REMEDIES**: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

**49.** **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.

**50.** **ENERGY BOYCOTT:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

**51.** **FIREARMS:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

**52.** **CRITICAL INFRASTRUCTURE:** In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

**53.** **ANTI-BOYCOTT ISRAEL VERIFICATION:** In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries,

and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than $100,000.

**54.** **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**City of Rowlett**
**CSP No. 2026-02-A**
**Fleet and Fire Apparatus Maintenance and Repair Services**

## I. Introduction

The City of Rowlett ("City") is accepting competitive sealed proposals ("CSP") to establish an annual fixed-price contract with service providers ("Providers") qualified to perform preventative maintenance and repairs on City-owned fleet and fire apparatus response vehicles, in accordance with the terms, conditions, and requirements set forth in this CSP document. The initial term of the contract will be effective upon award through September 30, 2026, with four optional, one-year renewal periods effective on October 1st annually. The contract will be awarded to the Provider(s) providing the best value to the City, as determined by the evaluation criteria as stated herein.

The City reserves the right to award any or all line items, in whole or in part, to one or more Providers. The estimated annual expenditure for these services is $210,000 for the Fire Department and $150,000 for the Fleet Department. However, orders will be placed on an as-needed basis only and the City does not guarantee this amount. Any service quantities stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies, service quantities may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The City has included two scopes of work, one for the Fleet Department (Scope A) one for the Fire Department (Scope B). Providers do not have to submit for both scopes of work to be considered. The successful Provider will be required to execute a service contract. A sample contract is available for viewing upon request, in the Purchasing Office.

## II. Pre-Submission Conference

An online pre-proposal conference will be held for this project at 11:00am (CT), Tuesday, February 17, 2026. Attendance is optional, but interested parties are strongly encouraged to attend. To participate in the pre-submission conference, please use the following:

Meeting ID: 266 877 020 187 7
Passcode: Wd9jh6k2
Link: https://teams.microsoft.com/meet/2668770201877?p=JCPuZa2uNcWpvRqJDs

## III. Public Opening

Submittals will be publicly opened and read in compliance with statutory requirements at 2:30pm (CT). on the day submittals are due. Only the names of the providers submitting a response will be disclosed. The public opening will be conducted online as follows:

Meeting ID: 284 301 930 096 73
Passcode: mZ74aY9f
Link: https://teams.microsoft.com/meet/28430193009673?p=WSkBMxmqFcaYeaM0jO

## IV. Background Information

### A. Fleet

The Fleet Department currently maintains an estimated 150 vehicles providing essential transportation and support services across the organization. These vehicles include a mix of service, utility and specialized units that are critical for operation efficiency. The department is seeking proposals for maintenance and repair services of fleet vehicles to ensure continued reliability.

### B. Fire

The Rowlett Fire Department currently maintains ten (10) fire apparatus with expansion to twelve (12) within the first year of the contract, in addition to fifteen (15) fire fleet vehicles. The Rowlett Fire Department does not facilitate in-house resources to additionally support the maintenance of the fire apparatus fleet. The City is seeking qualified providers specializing in the maintenance of fire apparatus to provide these maintenance and repair services.

The City will have approximately six (6) in-service City-owned fire apparatus maintained under this Contract initially, expanding to eight (8) near the end of the first year of the contract. The equipment locations are City-wide, located at 1 of 5 fire stations.

## V. Scope of Services

The successful Provider(s) shall meet the following requirements and will provide all labor, equipment, and supplies to perform the services as outlined in this CSP.

### A. Vendor Qualifications

1. Provider shall have been actively engaged in fleet and/or fire apparatus maintenance and repair services for a minimum of five (5) years under its current name and in good standing with a track record of performance and must provide evidence of such. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order. Recent start-up businesses do not meet the requirements of this solicitation.

   NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise

2. Provider shall operate as an independent Provider and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.

3. Provider shall comply with all applicable governmental laws and regulations.

4. Fleet Qualifications

   a. Provider must have demonstrated experience servicing a wide range of vehicles.
   b. Provider must maintain a fully equipped service facility capable of performing comprehensive fleet maintenance, including diagnostics, engine repair, brake systems, and preventive maintenance.
   c. Provider must have access to appropriate tools, diagnostic equipment, and parts inventory to ensure timely service and minimal downtime.
   d. Provider must adhere to all federal, state, and local regulations regarding fleet operations, environmental compliance, and workplace safety.
   e. Provider must have implemented standardized safety procedures, including proper handling of hazardous materials and vehicle testing protocols.
   f. Provider must have the ability to provide scheduled preventive maintenance, emergency repairs.
   g. Provider must have demonstrated capacity to meet turnaround times and minimize fleet downtime.
   h. Provider's repair facility must be located within the Dallas-Ft. Worth area within 60 miles of Rowlett.

5. Fire Apparatus Qualifications

   a. Provider shall employ technicians who are qualified to perform the specific diagnostic check, maintenance or repair task, or performance tests specified in National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. The assigned technician(s) must possess the following minimum qualifications, as appropriate:

      1) Any person performing diagnostic checks, inspections or maintenance of fire apparatus shall meet the qualifications administered by the Emergency Vehicle Technician Certification Commission, Inc. (EVT) for Fire Apparatus Technician - Level 1 or higher and hold current certification. All work shall be performed in accordance with **NFPA 1910 Standards for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles and Marine Firefighting Vessels (Chapters 49–51)** or **NFPA 1071 Standard for Emergency Vehicle Technician Professional Qualifications**.
      2) Any person performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or EVT (Fire Apparatus) certification.
      3) Any person performing maintenance, repair, or performance testing of fire pumps, industrial supply pumps, or any component of the apparatus that is used in pump operations shall have current EVT (Fire Apparatus) Level 2 or Master Level 3 certification.

4) Any person performing maintenance, repair, or performance testing (excluding nondestructive testing) of fire apparatus aerial devices, or any component of the apparatus that is used in aerial device operations shall have current Master Level 3 certification as EVT (Fire Apparatus).
5) Any person performing nondestructive testing (NDT) required on fire apparatus aerial devices shall be certified as at least a Level II NDT Technician in the test method used, as specified in American Society for Nondestructive Testing, Inc. (NSNT) Standard CP-189, Standard for Qualification and Certification of Nondestructive Testing Personnel, current edition.

b. Provider shall have at a minimum (5) full-time Certified Emergency Vehicle Technicians on staff and available in the Dallas Ft. Worth area.

**B. Service Requirements**

1. Provider's repair facility must be located within the Dallas Ft. Worth area within 60 miles of Rowlett.

2. Provider for Scope of Work B (Fire Department) must have the ability to purchase E-One parts directly from E-One.

3. Provider must maintain a parts department with a good working stock of commonly needed parts.

4. Provider must have at least 2 fully equipped and stocked mobile response trucks for onsite repair needs.

5. Provider must maintain a staffed service coordinator in office Monday-Friday from 9:00am to 5:00pm.

6. Provider must have a staffed business office and billing department available Monday-Friday from 9:00am to 4:00pm.

7. Provider must have an emergency service contact person available to assist with the coordination and scheduling of needed emergency repairs 24 hours a day 7 days a week.

**C. Scope of Work**

1. Scope of Work A – Fleet Department, please reference Exhibit A

2. Scope of Work B – Fire Department, please reference Exhibit B

**D. Invoices and Payments**

1. The Provider shall submit an invoice for services immediately after the work is completed.

2. All invoices shall be submitted directly to the department and shall be itemized with unit

number, contracted unit prices and quantities for all work completed by the Provider.

3. Payment terms are net 30 days upon delivery and receipt of a proper invoice.

## VI. Insurance Requirements

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in **Exhibit C** to this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful vendor only.** Prior to the execution of this contract, the successful vendor will supply the Purchasing Office with an original certificate of insurance, evidencing the stated requirements and provisions. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

## VII. Submittals

In order for your proposal to be considered responsive, the following information should be submitted in the order outlined below. Failure to provide requested information may cause your proposal to be deemed non-responsive.

### A. Company Information (Label as Section A)

1. Company information should include a cover letter containing legal company name, address, telephone number, and number of years in business. Also include acknowledgement of all Addendums issued for this solicitation.

2. Include name of contact person authorized to submit a proposal and negotiate a contract on behalf of your firm, including telephone number and email address.

3. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order, if applicable.

4. Include proof of any required certifications as outlined in this CSP.

5. Vendors shall indicate whether they are submitting for Scope A, Scope B, or both.

### B. Experience

1. Outline your experience for organizations of similar size and same or similar scope of work as described in this CSP document.

### C. Fee Schedule

1. For Scope of Services A – Fleet, complete and submit the fee schedule (Attachment 1)

2. For Scope of Services B – Fire, complete and submit the fee schedule (Attachment 2)

### D. Business Information Worksheet

1. Complete and submit the Business Information Worksheet (Attachment 3)

### E. References Worksheet

1. Complete and submit the References Worksheet (Attachment 4)

### F. Additional Information

1. Proof of Insurance.

2. List any exceptions to the Standard Terms and Conditions of Procurement or the CSP requirements for the City's consideration. If none, please include a statement indicating there are no exceptions.

3. Proposal Certification Form (only required if submitting in hard copy).

## VIII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the vendor(s) that provides the best value to the City. The contract will be awarded based on the following evaluation criteria:

| Criteria | Description | Points |
|---|---|---|
| **Cost** | The total cost to provide all services, as evidenced in Article VII. Submittals, Section C. | 40 |
| **Location** | The distance from the repair facility to 4000 Main St., Rowlett, TX 75088, as evidenced in Article VII. Submittals, Section D. | 15 |
| **Experience** | Experience for organizations of similar size, and same or similar scope of work , as evidenced in Article VII. Submittals, Section B. | 25 |
| **Ability to Meet the City's Needs** | Ability to meet the City's needs, as evidenced in Article VII. Submittals, all sections. | 20 |
| **Total Points** | | **100** |

## IX. Interviews and Presentations

In fairness to all Providers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected Providers may or may not be requested by the City after the closing date.

Selection may be made strictly from the information provided in the CSP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

## X. Best and Final Offer

The City reserves the right to request a best and final offer from any or all Providers. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the City.

## XI. Questions Deadline

The City requires that all questions relating to this CSP be submitted in writing through bidnet, the City's eProcurement system, or to Suman Verma, Purchasing Agent, at sverma@rowlett.com by **12:00pm on Wednesday, February 18, 2026**. **No questions will be answered over the phone**. Questions in regard to the scope of services will only be accepted until the stated deadline. Any changes to the CSP Documents will be made by City in the form of a written Addendum. Any changes made in any other manner will not be binding upon the City, and proposer may not rely upon them.

## XII. Submission or Delivery of Proposal

**Proposals are due no later than Wednesday, February 25,2026 at 2:00pm.** Submissions will be received online, or in hard copy. Submitting a proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this CSP document.

The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

### A. Online Submission

1. Proposals may be submitted online through Bidnet, the City's eProcurement system, at the following link: https://www.bidnetdirect.com/texas/cityofrowlett.

2. Please ensure that you provide all required information, including attachments, uploaded where indicated in Bidnet.

### B. Mailed/Delivered Submission

1. Proposal must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.

2. Please submit one (1) unbound original of your proposal and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

**Delivery Address**
City of Rowlett
Attn: Purchasing Manager
4000 Main Street
Rowlett, TX 75088

**Mailing Address**
City of Rowlett
Attn: Purchasing Manager
PO Box 99
Rowlett, TX 75030-0099

**CSP 2026-02-A**
**FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**
**PROPOSAL CERTIFICATION FORM**

By submitting a proposal, the Vendor certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into negotiations for a contract for Janitorial Services for the Rowlett Community Centre. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Vendor as being non-responsive, or (ii) to accept the proposal of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

## A. FIRM INFORMATION

Legal Name of Vendor: _____

Tax ID Number: _____ Telephone No: _____

State of Formation: _____ Year of Formation: _____

Address: _____

_____

Contact Name and Title: _____

Contact Phone No: _____

Contact Email Address: _____

## B. CERTIFICATION

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Section VII. Submittals, Article F. Additional Information, Item 2. (if applicable).

**Signature of Authorized Representative:** _____

**Printed Name and Title of Authorized Representative:** _____

**Date of Certification:** _____

**EXHIBIT A**
**SCOPE OF WORK A**
**FLEET DEPARTMENT**

## A. General

The Provider shall furnish all necessary supervision, labor, tools, parts, equipment, and location required to perform inspections, maintenance, repairs, and testing of the Rowlett Fleet Department's Vehicles and Equipment. In addition, all services provided by the Provider shall be consistent with industry best practices, meet all applicable federal, state, and local standards, and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Provider shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

1. Facilities and Work Sites

   The Provider shall perform services, including inspection, maintenance, testing, and repair, at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a Fleet Department worksite without prior approval from the Rowlett Fleet Department or designated fleet supervisor.

   The Provider warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

2. Fleet Vehicle Security

   The Provider is responsible for the security of all units in its custody. The Provider is responsible for all costs associated with correcting damage while the unit is in the Provider's custody. While in the Provider's custody, vehicles shall be stored in a secure area.

3. Provider's Service Truck

   The Provider shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of Fleet vehicles and equipment. The technicians operating the trucks should be certified as required by the Contract, and capable of making repairs and logistic decisions in road call and on-site repair call situations.

## B. Maintenance Scheduling and Completion

1. Scheduling

   The Director/Supervisor of Fleet shall contact the Provider to schedule vehicles/equipment due for service. The location at which services will be performed shall be determined between the Director of Fleet and the Provider at the time when service is scheduled and confirmed. If services are to be performed at a City of Rowlett facility, the Provider shall provide the Director of Fleet with the time at which the Provider's service personnel will arrive to begin the service and an approximate time at which the service will be completed.

2. Notifications and Communication

It shall be the responsibility of the Director of Fleet to notify the affected department of scheduled service of apparatus/vehicles. In the event the Provider must pick up a vehicle at the Rowlett Department, the Provider shall check in with the on-duty staff, provide proper identification, and state the purpose of the visit. Upon completion of on-site services, the Provider shall check out with the on-duty staff and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention, and the status of the vehicle/equipment (in service or out of service). If the Fleet Director/Supervisor is not available after services, a paper form shall be left on the driver's seat of the vehicle/equipment indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention, and the status of the vehicle/equipment (in service or out of service).

3. Inspection and Maintenance Completion

The Provider is responsible for the timely inspection and maintenance of the Rowlett Fleet Department's vehicles/equipment and the return of each unit to an in-service status. Except for Priority and Non-Priority Repairs, the Rowlett Fleet Department expects that the Provider will have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete requested services at the time service is scheduled in an effort to reduce out-of-service and downtime of the Rowlett Fleet Department vehicles/equipment. The Rowlett Fleet Department performance standards for completing various work activities are as follows:

a. Semi-Annual and Preventive Maintenance: Performed at the Provider's facility. Maintenance will be performed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director/Supervisor of Fleet.

b. Annual Inspection, Testing and Preventive Maintenance: Annual Inspection, Testing, and Preventive Maintenance shall be performed at the Provider's facility. Annual Inspection, Testing, and Preventive Maintenance services shall be completed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of Fleet immediately.

c. Priority Repairs: If performed on-site, services shall be completed to minimize downtime and return the apparatus to full service as quickly as possible. If extended time is needed for repairs or the apparatus requires repair at the Provider's facility, the Provider shall notify the Director of fleet immediately.

d. Non-Priority Repairs: Non-priority repairs shall be resolved in coordination with regularly scheduled maintenance or at the discretion of the Director of Fleet to avoid unnecessary apparatus downtime. The Provider and the Director of Fleet will determine where these types of repairs will be performed. If additional time is needed for repairs, the Provider shall notify the Director of Fleet immediately.

## C. Level of Services to be Provided

1. The Fleet Department has established an in-house inspection regime for frontline and

reserve Fleet vehicles and equipment. These are daily, weekly and monthly operational inspections performed by Fleet personnel and are not work tasks included in this Scope of Work.

2. The following establishes the level of services that may be provided by the Provider. The Provider shall work with the Rowlett Fleet Department to determine the level of inspection and preventative maintenance and the required service interval for each Fleet vehicle that the Rowlett Fleet Department operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with vehicle and equipment component manufacturer's most severe service recommendation, generally accepted best industry practices, and any applicable federal, state, and local standards.

    a. Semi-Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all vehicle/equipment components and systems.
    b. Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all vehicle/equipment components and systems.
    c. Annual Performance and Certification Testing tracking and recommendations reminders may be supplied by the Provider. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours. Increased priority response expectation to the next available Provider unit.
    d. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected; however, it does not meet the criteria to warrant the vehicle/equipment be placed into an out-of-service status. Non-Priority Repairs will be approved by the Director of Fleet and handled by the Provider during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Director of Fleet.

3. Anytime services are completed on Rowlett Fleet Department, the results, findings and actions taken shall be documented by the Provider in a professional format. The Provider shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair, and test Rowlett Fleet Department apparatus. This documentation shall demonstrate that the Provider's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings, and actions taken, the service documentation shall contain the following information:

    a. Detailed Service Invoice
    b. Name or Identification of the technician that performed the services
    c. Parts descriptions and costs
    d. Location where services were performed
    e. Unit Designation
    f. Vehicle Number
    g. Vehicle/equipment Manufacturer

h. Vehicle/equipment Make
i. Manufacturer Job Number or Serial Number
j. Odometer Reading In
k. Vehicle Identification Number (VIN)
l. Engine Hours
m. User Department

## D. Vehicle Maintenance and Repair

1. General

The Provider shall perform scheduled preventive, recurring maintenance, repair, and replacement for the Fleet vehicles/equipment included in this Contract as directed by the Director of Fleet. All maintenance activities for this equipment shall comply with the manufacturer's recommendations, including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Director of Fleet.

2. Inspection and Preventive Maintenance Service

The objectives of inspection and preventative maintenance service are to ensure that: (a) Fleet vehicles/equipment safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service.

Recurring maintenance is the act of servicing a Fleet vehicles/equipment or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

3. Repair and Replacement

Repair is the necessary work to restore a Fleet vehicle/equipment or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts or better-quality brands and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Provider has a specific situation that warrants a request for a waiver, the provisions of Paragraph F. Parts, below, shall be followed.

a. Major Repairs

All major repairs not performed by the Provider shall be performed by a repair facility authorized by the manufacturer to perform such work.

b. Re-Assembly

The Provider shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and

clamping, pump system pressures and flows, hydraulic system pressures, hose, and orifice sizing.

c. Repair Approvals

The Provider shall have specific pre-approval from the Director of Fleet before completing repairs. In obtaining approval, the Provider shall advise the Director of Fleet before the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Provider. The estimate shall include the following:

- Estimated time
- Parts cost

d. Modifications

No modifications may be made by the Provider to any component, system, or piece of equipment maintained under any resulting Contract unless, and until, specific authorization is provided by the Director of Fleet. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Rowlett Fleet Department approval.

4. Vehicle or Equipment Damage

No accident damage may be repaired until the Provider receives authorization from the Rowlett Fleet Department. Any damage noted by the Provider during an inspection shall be immediately reported to the Director of Fleet. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage, and an estimated cost of repair.

The Provider is responsible for all costs of repair for any accident damage incurred while the Provider has custody of the vehicle.

5. Repair Facilities

If the Provider receives authorization to repair accident damage, the Provider shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems, and components to its original configuration, appearance, and structural integrity; and meeting all OEM specifications for the equipment. The Provider may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. A pre-approved cost estimate, schedule, and individual work order for the damage repair tasks are also required before Fleet approval.

## E. Emergency Call Response for Priority Repairs

1. General

A call for Priority Repair Service indicates that the vehicle/equipment has been placed in an out-of-service status due to mechanical breakdown and/or component failure, which has rendered the vehicle/equipment unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Provider to evaluate the situation from the next available Provider onsite response truck to decide on the best course of action, and/or take the

necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

2. Emergency Contact
The Provider shall have an individual accessible by phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The Provider is required to respond at that time. The Provider will provide the Director of Fleet with an estimated on-scene response time.

3. Wrecker Service
The City of Rowlett will coordinate with area wrecker services. If an apparatus requires wrecker service, the Rowlett Fleet Department shall coordinate this service and the location to which the apparatus shall be towed.

## F. Parts

1. Parts Inventory
The Provider may maintain a reasonable, regularly needed parts inventory level at its facility to assure timely repair of the Rowlett Fleet Department vehicles/equipment. The Provider-supplied inventory shall remain the property of the Provider upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance before the actual service. Mark-up on parts shall not exceed 25%. Provider shall show proof of markup on request.

2. Tires
The Rowlett Fleet Department has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Rowlett Fleet Department. The Provider's role in tire replacement is to recommend when tire replacement is necessary.

3. Provider-Furnished Parts
The Provider shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

a. Part Number
b. Part Description and
c. Unit Price of Part

4. Core Accounting
The Provider is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Provider's parts supplier denies a core charge, the Provider may provide documentation verifying that denial, a copy of the work order, and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Director of Fleet.

## G. Warranties

1. Warranty Repairs

The Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Rowlett Fleet Department shall communicate the warranty status of all apparatus. The Provider shall notify the Director of Fleet when a warranty repair is required and work with the Director of the Fleet to determine the best course of action. The Director of the Fleet will determine if the Provider is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Provider fails to acknowledge a warranty repair and/or notify the Rowlett Fleet Department before proceeding with the repair, the Provider shall be responsible for the labor and parts associated with the repair.

2. Provider Repair Warranty

The Provider shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Provider shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Provider in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles, or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,500.

3. Original Equipment Manufacturer (OEM) Warranty

If the Provider is a dealer or distributor of the part or component being repaired or replaced, the Provider will, at no cost to the Rowlett Fleet Department, recapture the warranty from the OEM. If that repair or part has been charged to the Rowlett Fleet Department, the Provider will credit that cost to the Rowlett Fleet Department account. The Rowlett Fleet Department will reduce any outstanding Provider invoices by the amount of the credit. If the Provider is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Provider. This includes recapturing any costs to the Provider from the warranting entity.

4. Warranty Claims

The Provider shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Provider shall be responsible for pursuing claims that have been denied, at the direction of the Director of Fleet.

5. Vehicle Record Files

The Provider shall establish and maintain an individual folder for each piece of Fleet apparatus being serviced in this Contract. The folders will be available for review by the Rowlett Fleet Department during normal business hours. The folders are to be numbered with the unit identification number and filed numerically. All information about that unit will be included in the folder, including, but not limited to:

a. Maintenance Requests
b. Work Orders and other Maintenance Actions
c. Completed Inspection Checklists
d. Documentation of all repairs performed along with the associated recommendation checklist.

**EXHIBIT B**
**SCOPE OF WORK B**
**FIRE DEPARTMENT**

## A. General

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repairs and testing of the Rowlett Fire Departments fire apparatus. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and 1910 standard for the inspection, maintenance, refurbishment, testing, and retirement of in-service emergency vehicles and marine firefighting vessels, consolidating several foundational safety documents into one comprehensive guideline. in coordination with the DOT (Department of Transportation) current regulations. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in- service status.

1. Facilities and Work Sites

   The Provider shall perform services, including inspection, maintenance, testing and repair, at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a Fire Department worksite without prior approval from the Rowlett Fire Department Chief or his designated fleet director.

   The Provider warrants that its facility complies with all applicable local, state and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

2. Fire Apparatus and Ambulance Security

   The Provider is responsible for the security of all units in its custody. The Provider is responsible for all costs associated with correcting damage while the unit is in the Provider's custody. While in the Provider's custody, apparatus/vehicles shall be stored inside, in a temperature-controlled environment.

3. Provider's Service Truck

   The Provider shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment and parts sufficient to support the spot repair of fire apparatus. The technicians operating the trucks should be certified as required by the Contract, including certification under **NFPA 1071, Standard for Emergency Vehicle Technician Professional Qualifications**

## B. Maintenance Scheduling and Completion

1. Scheduling

The Director of fire fleet shall contact the Provider to schedule apparatus/vehicles due for service. The location at which services will be performed shall be determined between the Director of Fire Fleet and the Provider at the time when service is scheduled and confirmed. If services are to be performed at a City of Rowlett facility, the Provider shall provide the Director of Fire Fleet with the time at which the Provider's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

2. Notifications and Communication

It shall be the responsibility of the Director of fire fleet to notify the affected Fire Station Officer, Shift Battalion Chief and station personnel of scheduled service of apparatus/vehicles. In the event the Provider must pick- up a piece of apparatus at a Rowlett fire station, the Provider shall check in with the on-duty Fire Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Provider shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). In the event that the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

3. Inspection and Maintenance Completion

The Provider is responsible for the timely inspection and maintenance of the Rowlett Fire Department fire apparatus and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the Rowlett Fire Department that the Provider have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the Rowlett Fire Department apparatus. The Rowlett Fire Department performance standards for completing various work activities are as follows:

a. Semi-Annual and Preventative Maintenance: Performed at the Provider's facility. Maintenance will be performed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of fire fleet.

b. Annual Inspection, Testing and Preventative Maintenance: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Provider's facility. Annual Inspection, Testing and Preventative Maintenance services shall be completed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of fire fleet immediately.

c. Priority Repairs: If performed on-site, services shall be completed to minimize down time and return apparatus back to full service, as quickly as possible. If extended time is needed for repairs or apparatus requires repair at the Provider's

facility, the Provider shall notify the Director of fleet immediately.

d. Non-Priority Repairs: Non-priority repairs shall be resolved in coordination with regularly scheduled maintenance or at the discretion of the Director of Fire Fleet to avoid unnecessary apparatus down time. The Provider and the Director of fire fleet will determine where these types of repairs will be performed. If additional time is needed for repairs the Provider shall notify the Director of fire fleet immediately.

## C. Level of Services to be Provided

1. The Chief has established an in-house inspection regime for frontline and reserve fire apparatus. These are daily, weekly and monthly operational inspections performed by fire personnel and are not work tasks included in this Scope of Work.

2. The following establishes the level of services to be provided by the Provider. The Provider shall work with the Rowlett Fire Department to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus that the Rowlett Fire Department operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1910,1911 and the DOT, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

   a. Semi Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
   b. Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
   c. Annual Performance and Certification Testing tracking and recommendations reminders will be supplied by the Provider. Note: Third party annual certification testing will be utilized when necessary.

      1) Performance Testing of Low Voltage Electrical Systems (NFPA 1911, Chapter 17)
      2) Performance Testing of Aerial Devices (NFPA 1911, Chapter 19)
      3) Performance Testing of Line Voltage Electrical Systems (NFPA 1911, Chapter 22)
      4) Performance Testing of Fire Pumps (NFPA 1911 Chapter 18)

   d. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours. Increased priority response expectation to next available Provider unit available.

   e. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non- Priority Repairs will be

approved by the Director of fire fleet and handled by the Provider during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Director of Fire Fleet.

3. Anytime services are completed on Rowlett Fire Department, the results, findings and actions taken shall be documented by the Provider in a professional format. The Provider shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test Rowlett Fire Department apparatus. This documentation shall demonstrate that the Provider's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

   a. Date services were performed
   b. Name or Identification of the technician that performed the services.
   c. Location where services were performed.
   d. Unit Designation
   e. Vehicle Number
   f. Apparatus Manufacturer
   g. Apparatus Make
   h. Manufacturer Job Number or Serial Number
   i. Odometer Reading Out
   j. Vehicle Identification Number (VIN)
   k. Engine Hours
   l. User Department

## D. Vehicle Maintenance and Repair

1. General

   The Provider shall perform scheduled preventive, recurring maintenance, repair and replacement services for the fire apparatus included in this Contract, as directed by the Director of fire fleet. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties requirements, and with the applicable provisions of **NFPA 1910, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles*, and NFPA 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus***. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Director of fire fleet.

2. Inspection and Preventive Maintenance Service

   The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil, transmission fluid and coolant. Fluid samples shall

be taken at each oil change interval and tested at a laboratory.

3. Recurring Maintenance

Recurring maintenance is the act of servicing a fire apparatus or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

4. Repair and Replacement

Repair is the necessary work to restore a fire apparatus or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts or better-quality brands and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Provider has a specific situation that warrants a request for a waiver, the provisions of Paragraph F. Parts, below, shall be followed.

a. Major Repairs

All major repairs not performed by the Provider shall be performed by a repair facility authorized by the manufacturer to perform such work.

b. Re-Assembly

The Provider shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts.

c. Repair Approvals

The Provider shall have specific pre-approval from the Director of fire fleet prior to completing repairs. In obtaining approval, the Provider shall advise the of Director of fire fleet prior, the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Provider. The estimate shall include the following:

- Estimated time
- Parts cost
- Labor cost
- Shop cost

5. Modifications

No modifications may be made by the Provider to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific authorization is provided by the Director of fire fleet. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Rowlett Fire Department approval.

6. Apparatus or Equipment Damage

No accident damage may be repaired until the Provider receives authorization from the Rowlett Fire Department. Any damage noted by the Provider during an inspection shall be immediately reported to the Director of fire fleet. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair.
The Provider is responsible for all costs of repair for any accident damage incurred while the Provider has custody of the vehicle.

7. Repair Facilities

If the Provider receives authorization to repair accident damage, the Provider shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Provider may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to the City. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.

## E. Emergency Call Response for Priority Repairs

1. General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Provider to evaluate the situation from the next available Provider onsite response truck to decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. **Priority repair determinations, including out-of-service conditions, shall follow the criteria established in NFPA 1910 and NFPA 1911.**

2. Emergency Contact

The Provider shall have an individual accessible by phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. Provider is required to respond at that time. The Provider will provide the Director of fire fleet with an estimated on- scene response time.

3. Wrecker Service

The City of Rowlett will coordinate with area wrecker services. In the event that an apparatus requires wrecker service, the Rowlett Fire Department shall coordinate this service and the location to which the apparatus shall be towed.

## F. Parts

1. Parts Inventory

The Provider shall maintain a reasonable regularly needed parts inventory levels at its facility

to assure timely repair of the Rowlett Fire Department fire apparatus. The Provider-supplied inventory shall remain the property of the Provider upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts shall not exceed 25. Provider shall show proof of mark-up on request.

2. Tires

The Rowlett Fire Department has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Rowlett Fire Department. The Provider's role in tire replacement is to recommend when tire replacement is necessary, in accordance with applicable DOT regulations and manufacturer recommendations.

3. Provider-Furnished Parts

The Provider shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

a. Part Number
b. Part Description
c. Unit Price of Part

4. Core Accounting

The Provider is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Provider's parts supplier denies a core charge, the Provider may provide documentation verifying that denial, and a copy of the work order and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Director of fire fleet.

## G. Warranties

1. Warranty Repairs

The Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Rowlett Fire Department shall communicate the warranty status of all apparatus. The Provider shall notify the Director of fire fleet when a warranty repair is required and work with the Director of the fire fleet to determine the best course of action. The Director of the fire fleet will determine if the Provider is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Provider fails to acknowledge a warranty repair and/or notify the Rowlett Fire Department prior to proceeding with the repair, the Provider shall be responsible for the labor and parts associated with the repair.

2. Provider Repair Warranty

The Provider shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Provider shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Provider in-house rebuild, the warranty

shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,500.

3. Original Equipment Manufacturer (OEM) Warranty

If the Provider is a dealer or distributor of the part or component being repaired or replaced, the Provider will, at no cost to the Rowlett Fire Department, recapture the warranty from the OEM. If that repair or part had been charged to the Rowlett Fire Department, the Provider will credit that cost to the Rowlett Fire Department account. The Rowlett Fire Department will reduce any outstanding Provider invoices by the amount of the credit. If the Provider is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Provider. This includes recapturing any costs to the Provider from the warranting entity.

4. Warranty Claims

The Provider shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Provider shall be responsible for pursuing claims that have been denied, at the direction of the Director of fire fleet.

5. Vehicle Record Files

The Provider shall establish and maintain an individual folder for each piece of fire apparatus being serviced in this Contract. The folders will be available for review by the Rowlett Fire Department during normal business hours. The folders are to be numbered with the unit identification number and be filed numerically. All information pertaining to that unit will be included in the folder, including, but not limited to:

a. Maintenance Requests.
b. Work Orders and other Maintenance Actions.
c. Completed Inspection Checklists.
d. Documentation of all repairs performed, along with the associated recommendation checklists.

**EXHIBIT C**
**STANDARD INSURANCE REQUIREMENTS**

Company shall procure and maintain for the duration of the contract insurance coverages outlined herein which may arise from or be in connection with the performance of the work here under by the Company, his agents, representatives, employees or sub-providers. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

## 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each sub-provider employed by Company to purchase and maintain insurance of the type specified herein or cover such sub-provider under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

## 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Providers<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

| Contracts between $1,000,000 and $8,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Providers<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12,

CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any sub-provider from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

**Attachment 1**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services A - Fleet Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | % |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

**Attachment 2**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services B - Fire Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | % |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

# Attachment 3
# Business Information Worksheet

**Vendor Information**

Number of employees: Full time _____ Number of employees: Part time: _____

Physical location of repair facility (full address, including city, state & zip code):

Distance between repair facility and 4000 Main St., Rowlett, TX 75089: _____

Do you have a service truck? Yes ☐ No ☐

Explain facility security features and how the City's units will be secured:

**Vendor Contacts**

The successful vendor(s) must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

**Subcontractor Information**

Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City prior to commencement of work.**

Name: _____

Type of Work: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

# **Attachment 4 -** References Worksheet
# CSP No. 2026-02-A

Please provide at least five (5) verifiable references for same or similar services as the City has specified in the solicitation, in the spaces provided below.

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

**City of Rowlett Purchasing Office**
**Addendum No. 1**
**Issued February 24, 2026**

| | |
|---|---|
| **CSP No:** | **2026-02-A** |
| **CSP Title:** | **Fleet and Fire Apparatus Maintenance and Repair Services** |
| **Proposals Due:** | **03/04/2026 @ 2:00pm** |

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the CSP:

**Changes**

1. **Change to proposal due date:**

   Proposals are due no later than Wednesday, March 4, 2026, at 2:00pm.

2. **Change to the public opening link:**

   Submittals will be publicly opened and read in compliance with statutory requirements at 2:30pm (CT). on the day submittals are due. Only the names of the providers submitting a response will be disclosed. The public opening will be conducted online as follows:

   | | |
   |---|---|
   | Meeting ID: | 296 835 599 279 86 |
   | Passcode: | eK7UZ3VA |
   | Link: | https://teams.microsoft.com/meet/29683559927986?p=dqrtAXl42cyzF3Rml4 |

For vendors who have already submitted a response and feel this addendum may change their response, you may pick up your submission and return it prior to March 4, 2026, by 2:00pm. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum in the appropriate space of the Certification Form if you have not previously submitted a response.

For questions regarding this addendum contact:

**Suman Verma**
**Purchasing Agent**
**(469) 969-2417**
**sverma@rowlett.com**

EXHIBIT B
CONTRACTOR'S PROPOSAL

# Section A – Company Information

**City of Rowlett CSP No. 2026-02-A**
Fleet and Fire Apparatus Maintenance and Repair Services

**Rowlett Service Center**
5251 Boyd Blvd
Rowlett, TX 75088
Phone: (972) 412-9359

March 4, 2026

City of Rowlett Purchasing Department
4000 Main Street
Rowlett, TX 75088

RE: **CSP No. 2026-02-A – Fleet and Fire Apparatus Maintenance and Repair Services**

Dear Evaluation Committee,

Rowlett Service Center respectfully submits this proposal in response to the City of Rowlett's Competitive Sealed Proposal (CSP) No. 2026-02-A for Fleet and Fire Apparatus Maintenance and Repair Services.

Rowlett Service Center is a family-owned and operated automotive repair facility located in Rowlett, Texas. Since **1997**, we have provided professional automotive repair and maintenance services to residents, commercial customers, and municipal fleets throughout Rowlett and the greater Dallas–Fort Worth area. With **over 30 years of experience in fleet service**, our team has built a reputation for reliability, quality workmanship, and responsive customer service.

Our facility includes **two service buildings**, one of which is specifically designed and equipped to support **fleet repair and maintenance operations**. Over the years, Rowlett Service Center has proudly serviced fleet vehicles for various **municipal and commercial clients**, providing comprehensive diagnostics, preventive maintenance, engine repair, brake systems service, and emergency repair support.

As a local business deeply rooted in the community, we approach every vehicle with the same level of care and attention we would give to our own family's vehicles. While we maintain the equipment, diagnostic capabilities, and parts access of a large automotive service provider, we remain committed to delivering the personal service and accountability of a trusted local shop.

## Company Information

**Legal Company Name:** Rowlett Service Center
**Business Address:** 5251 Boyd Blvd, Rowlett, TX 75088
**Telephone:** (972) 412-9359
**Years in Business:** 30+ years

## Authorized Contact

The following individual is authorized to submit proposals and negotiate contracts on behalf of Rowlett Service Center:

**Ron Wallace**
Owner
Phone: (972) 412-9359
Email: ronwallace@rowlettservicecenter.com

## Company Name History

Rowlett Service Center **has not had any name changes within the past ten (10) years** and has continuously operated under the same business name.

## Certifications and Qualifications

Rowlett Service Center meets all qualifications outlined in this CSP, including:

- Demonstrated experience servicing a wide range of vehicles
- Fully equipped service facility capable of diagnostics, engine repair, brake systems service, and preventive maintenance
- Access to appropriate diagnostic tools, equipment, and parts inventory to ensure timely repairs and minimal downtime
- Compliance with all federal, state, and local environmental and safety regulations
- Established safety procedures including proper handling of hazardous materials and vehicle testing protocols
- Ability to provide both **scheduled preventive maintenance and emergency repair services**
- Demonstrated capacity to maintain turnaround times and minimize fleet downtime

- Service facility located within the Dallas–Fort Worth area within 60 miles of Rowlett

Supporting documentation for required certifications and insurance coverage is included in this proposal package.

## Scope of Services Submitted

Rowlett Service Center is submitting a proposal for:

**Scope A – Fleet Department Services**

## Addendum Acknowledgment

Rowlett Service Center acknowledges receipt of and compliance with **all addenda issued for this solicitation**, if applicable.

We appreciate the opportunity to submit this proposal and would be honored to continue serving the City of Rowlett and supporting the reliability of its fleet operations. If additional information is required, please do not hesitate to contact us.

Sincerely,

**Ron Wallace**
Owner
Rowlett Service Center
(972) 412-9359

# Section B – Experience

Rowlett Service Center has more than **30 years of experience providing fleet maintenance and repair services** for municipal departments, commercial fleets, and service companies throughout the Dallas–Fort Worth area. Since opening in **1997**, our business has consistently maintained long-term relationships with organizations that rely on dependable fleet operations to serve their customers and communities.

Our team has extensive experience servicing **large and mid-sized fleets**, including municipal vehicles, service trucks, utility vehicles, and commercial work fleets. We understand the operational importance of minimizing vehicle downtime and maintaining strict preventive maintenance schedules to ensure reliability and safety.

Rowlett Service Center operates from **two service facilities in Rowlett**, including a building specifically designed and equipped for **fleet repair and maintenance operations**. Our facility is equipped with advanced diagnostic equipment, professional-grade tools, and parts access necessary to perform comprehensive fleet services including:

- Preventive maintenance programs
- Engine diagnostics and repair
- Brake system service and replacement
- Electrical system diagnostics
- Suspension and steering repair
- Cooling system repair
- Scheduled inspections and safety checks
- Emergency repairs and rapid turnaround service

Because of our long-standing presence in the community, we have developed trusted partnerships with many fleet operators who rely on our shop for ongoing maintenance and repair services.

Rowlett Service Center has provided consistent fleet service for organizations including:

- **City of Garland – Department of Public Safety Fleet**
- **City of Sunnyvale municipal fleet vehicles**
- **Service Now mechanical fleet vehicles**
- **Rowlett Air service fleet**
- **Acclaim Heating & Air fleet vehicles**
- **M&M Pest Control service vehicles**

Several of these organizations have relied on Rowlett Service Center for **over a decade of continuous service**, demonstrating our ability to maintain long-term professional relationships

and deliver consistent service quality. A full list of references with contact information is provided in **Attachment 4 – References Worksheet**.

2026-02-A Attachment 4 - Refere…

Through these partnerships, we have developed the operational processes necessary to support fleet clients, including:

- Scheduled maintenance tracking
- Rapid diagnostics and repair
- Communication with fleet managers
- Minimizing downtime for mission-critical vehicles
- Maintaining detailed service documentation and repair records

Our proximity to the City of Rowlett and our familiarity with municipal fleet needs uniquely position Rowlett Service Center to respond quickly and efficiently to service requests while maintaining the highest standards of safety, reliability, and customer service.

Rowlett Service Center takes pride in supporting the fleets that keep our communities operating, and we look forward to the opportunity to continue serving municipal and commercial fleet operations throughout the region.

**Attachment 1**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services A - Fleet Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | $ 107.00 |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | $ 107.00 |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | $ 107.00 |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | $ 107.00 |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | - |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | $ 107.00 |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | 0 |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | 30% |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

# Attachment 3
# Business Information Worksheet

## Vendor Information

Number of employees: Full time 7 Number of employees: Part time: _____

Physical location of repair facility (full address, including city, state & zip code):

5251 Boyd Blvd Rowlett Tx 75088

Distance between repair facility and 4000 Main St., Rowlett, TX 75089: 1.2 miles

Do you have a service truck? Yes [✓] No [ ]

Explain facility security features and how the City's units will be secured:

Rowlett Service Center maintains over 16,000 square feet of secure indoor service and storage space where vehicles are stored inside and locked overnight. Both service buildings are equipped with monitored security systems and fire sprinkler systems to ensure the safety and protection of vehicles in our custody.

In addition to indoor storage, our facility includes a fenced, secured concrete parking lot that can be used when necessary. In the rare event indoor space is temporarily unavailable, vehicles may be secured within this locked and enclosed exterior area. Rowlett Service Center takes the security and protection of all vehicles seriously and maintains procedures to ensure that vehicles in our care are stored safely and responsibly at all times.

## Vendor Contacts

The successful vendor(s) must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Ron Wallace

Company Telephone Number (including are code): 972-412-9359

Emergency Telephone Number (including are code): 972-814-4045

## Subcontractor Information

Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City prior to commencement of work.**

Name: -

Type of Work: -

Portion of work by proposer: 100 %

Portion of work by sub-contractor: 0 %

**CSP 2026-02-A**
**FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**
**PROPOSAL CERTIFICATION FORM**

By submitting a proposal, the Consultant certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Consultant's intent to enter into negotiations for a contract for Strategic Planning Services. Consultant agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Consultant to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Consultant as being non-responsive, or (ii) to accept the proposal of the Consultant, in which event the Consultant agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

**A. FIRM INFORMATION**

Legal Name of Vendor: Rowlett Service Center LLC

Tax ID Number: 1752942810 Telephone No: 9724129359

State of Formation: Texas Year of Formation: _____

Address: 5251 Boyd Blvd Rowlett Tx 75088

_____

Contact Name and Title: Ron Wallace, Owner

Contact Phone No: 9728144045

Contact Email Address: Ronwallace@rowlettservicecenter.com

**B. CERTIFICATION**

I certify that I have the legal authority to bind the Consultant listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Article VIi. Submittals, Section F. Additional Information, Item 2. (if applicable).

**Signature of Authorized Representative:** _____

**Printed Name and Title of Authorized Representative:** Ron Wallace, Owner

**Date of Certification:** 3/4/2026

# CITY OF ROWLETT
# CONTRACT FOR SERVICES
# CONTRACT NO. 2026-02-A
# FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES

This Contract ("Contract") is made by and between the **City of Rowlett, Texas ("City"), a municipal corporation and Allsource Enterprises, LLC, dba Safe Industries ("Contractor")** acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

## RECITALS

**WHEREAS,** City agrees to retain the Contractor, to provide services relative to Fire Apparatus Maintenance and Repair Services – Scope of Work B (hereinafter referred to as "Services"), in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference, and this Contract;

**WHEREAS,** the Contractor agrees to render all labor, supervision, materials and equipment necessary for Services to the City in accordance with the terms and conditions set forth in this Contract;

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

1. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The Contract Documents shall consist of the following documents:

   a. This Contract; and
   b. Exhibit A CSP No. 2026-02-A
   c. Exhibit B Contractor's Proposal

   These Documents are incorporated by reference into this Contract as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

2. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide Services in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.

3. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the City in writing.

4. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.

5. **CONTRACT PERIOD.** The contract period is May 19, 2026, through September 30. 2027 ("Initial Term"). All pricing is to remain firm during the initial term of the contract period. The contract is renewable for up to four (4) additional one-year terms beginning on October 1st of each year if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

6. **COMPENSATION.** The contractor's total compensation for Services to be performed and expenses to be incurred is specified in Exhibit B.

7. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.

8. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to City of Rowlett, Fire Department, P.O. Box 99, Rowlett, Texas 75030-0099, or emailed to marnold@rowlett.com.

9. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

10. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.

11. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A for the benefit of City. Failure to maintain the required insurance may result in immediate termination of the Contract.

12. **INDEMNIFICATION.** As specified in Exhibit A.

13. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee, or agent.

14. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine, and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants' employment and employees as the law may require.

16. **TERMINATION OF CONTRACT.** City may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (I) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the City, City may terminate this Contract immediately upon providing written notice of termination.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by City in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

17. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

18. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval of all fees or other charges for the additional work before such work begins.

19. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.

20. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City by 8 a.m. of the following City business day after the incident. If damage may result in further damage to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, or agents.

21. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

22. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the City's representative are followed.

23. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

24. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (I) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under§ 2252.153, Texas Government

Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in§ 2252.151 of the Texas Government Code.

25. **FIREARM ENTITIES.** If § 2274.002 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of the Contract against a firearm entity or firearm trade association As used herein, "firearm entity," "firearm trade association," and "discriminate against a firearm entity or firearm trade association" shall have the meaning given such terms in Section 2274.001, Texas Government Code.

26. **ENERGY COMPANIES.** Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

27. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

28. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the City and the Contractor, the City and Contractor agree to submit such disagreement to non-binding mediation prior to filing of a lawsuit in any federal, state, or local court.

29. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

30. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

City of Rowlett
Attn: Kristoff Bauer, Interim City Manager
P.O. Box 99
Rowlett, Texas 75030-0099
kbauer@rowlett.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

Allsource Enterprises, LLC, dba Safe Industries
Attn: Dewane Farmer, General Manager
5031 Highway 153
Easley, South Carolina 29642
dfarmer@safeindustries.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

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

32. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law without regard to choice of law rules. Venue for this Contract shall be located in Dallas County, Texas.

33. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

34. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the City and Contractor.

**CITY OF ROWLETT**

By:_____
Kristoff Bauer
Interim City Manager

Date:_____

**ALLSOURCE ENTERPRISES, LLC**
**DBA SAFE INDUSTRIES**

By: D. Farmer
Name: Dewane Farmer
Title: Service Manager

Date: 5/11/2026

EXHIBIT A
CSP NO. 2026-02-A

# City of Rowlett
# CSP No. 2026-02-A
# Fleet and Fire Apparatus Maintenance and Repair Services

**Important Dates**

| | |
|---|---|
| **Pre-Proposal Meeting:** | **02/17/2026 at 11:00am** |
| **Questions Deadline:** | **02/18/2026 at 12:00pm** |
| **Proposals Due:** | **02/25/2026 at 2:00pm** |

1. **APPLICABILITY**: These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.

2. **NOTIFICATION**: The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.

3. **ADDENDA**: Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.

4. **SILENCE OF SPECIFICATION**: The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.

5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.

6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

7. **PAPER SUBMISSIONS**: Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

8. **PRESENTATION OF BIDS/PROPOSALS**: Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS**: The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

10. **PRICING**: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

    Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **PROPRIETARY INFORMATION**: All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.

12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.

13. **WITHDRAWAL OF OFFER**: Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.

14. **F.O.B./DAMAGE**: Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.

15. **PREPARATION COST**: All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.

16. **TESTING**: At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.

17. **SAMPLES**: At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.

18. **QUALITY**: Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

    The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

    For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall

participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

**24.** **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm.

**25.** **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

**26.** **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a Provider or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

**27.** **MINIMUM STANDARDS FOR RESPONSIBILITY**: A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required
B. Ability to comply with the required or proposed delivery schedule
C. Have a satisfactory record of performance
D. Have a satisfactory record of integrity and ethics
E. Be otherwise qualified and eligible to receive an award

**28.** **AWARD OF CONTRACT**: The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method

may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

A. The purchase price
B. The reputation of the vendor and of the vendor's goods or services
C. The quality of the vendor's goods or services
D. The extent to which the goods or services meet the City's needs
E. The vendor's past relationship with the City
F. The total long-term cost to the City to acquire the vendor's goods or services
G. Any relevant criteria specifically listed herein

29. **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.

30. **CONTRACT PERIOD**: Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with four (4) optional one-year renewal periods at the option of the City. All contract periods, including all renewal periods, will be subject to the City's availability of funds.

31. **FUNDING**: The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

32. **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.

33. **INTERLOCAL AGREEMENT**: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City

34. **CHANGE ORDER**: The City reserves the right to modify or change plans and specifications as deemed necessary at any time, including after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Office only.**

35. **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates**. When a delivery delay can be foreseen, the vendor shall provide advance

notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

**36.** **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).

**37.** **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.

**38.** **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.

**39.** **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.

**40.** **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

**41.** **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

**42.** **PRICE ESCALATION**: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term and any renewal terms of the contract, except that the contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

**43.** **PRICE REDUCTION**: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.

**44.** **INDEMNITY**: **The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and**

**costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subProvider or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.**

**45.** **INDEMNITY; PATENT RIGHTS**: The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.

**46.** **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

**47.** **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

**48.** **REMEDIES**: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

**49.** **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.

**50.** **ENERGY BOYCOTT:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

**51.** **FIREARMS:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

**52.** **CRITICAL INFRASTRUCTURE:** In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

**53.** **ANTI-BOYCOTT ISRAEL VERIFICATION:** In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries,

and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than $100,000.

**54.** **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**City of Rowlett**
**CSP No. 2026-02-A**
**Fleet and Fire Apparatus Maintenance and Repair Services**

## I. Introduction

The City of Rowlett ("City") is accepting competitive sealed proposals ("CSP") to establish an annual fixed-price contract with service providers ("Providers") qualified to perform preventative maintenance and repairs on City-owned fleet and fire apparatus response vehicles, in accordance with the terms, conditions, and requirements set forth in this CSP document. The initial term of the contract will be effective upon award through September 30, 2026, with four optional, one-year renewal periods effective on October 1st annually. The contract will be awarded to the Provider(s) providing the best value to the City, as determined by the evaluation criteria as stated herein.

The City reserves the right to award any or all line items, in whole or in part, to one or more Providers. The estimated annual expenditure for these services is $210,000 for the Fire Department and $150,000 for the Fleet Department. However, orders will be placed on an as-needed basis only and the City does not guarantee this amount. Any service quantities stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies, service quantities may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The City has included two scopes of work, one for the Fleet Department (Scope A) one for the Fire Department (Scope B). Providers do not have to submit for both scopes of work to be considered. The successful Provider will be required to execute a service contract. A sample contract is available for viewing upon request, in the Purchasing Office.

## II. Pre-Submission Conference

An online pre-proposal conference will be held for this project at 11:00am (CT), Tuesday, February 17, 2026. Attendance is optional, but interested parties are strongly encouraged to attend. To participate in the pre-submission conference, please use the following:

Meeting ID: 266 877 020 187 7
Passcode: Wd9jh6k2
Link: https://teams.microsoft.com/meet/2668770201877?p=JCPuZa2uNcWpvRqJDs

## III. Public Opening

Submittals will be publicly opened and read in compliance with statutory requirements at 2:30pm (CT). on the day submittals are due. Only the names of the providers submitting a response will be disclosed. The public opening will be conducted online as follows:

Meeting ID: 284 301 930 096 73
Passcode: mZ74aY9f
Link: https://teams.microsoft.com/meet/28430193009673?p=WSkBMxmqFcaYeaM0jO

## IV. Background Information

### A. Fleet

The Fleet Department currently maintains an estimated 150 vehicles providing essential transportation and support services across the organization. These vehicles include a mix of service, utility and specialized units that are critical for operation efficiency. The department is seeking proposals for maintenance and repair services of fleet vehicles to ensure continued reliability.

### B. Fire

The Rowlett Fire Department currently maintains ten (10) fire apparatus with expansion to twelve (12) within the first year of the contract, in addition to fifteen (15) fire fleet vehicles. The Rowlett Fire Department does not facilitate in-house resources to additionally support the maintenance of the fire apparatus fleet. The City is seeking qualified providers specializing in the maintenance of fire apparatus to provide these maintenance and repair services.

The City will have approximately six (6) in-service City-owned fire apparatus maintained under this Contract initially, expanding to eight (8) near the end of the first year of the contract. The equipment locations are City-wide, located at 1 of 5 fire stations.

## V. Scope of Services

The successful Provider(s) shall meet the following requirements and will provide all labor, equipment, and supplies to perform the services as outlined in this CSP.

### A. Vendor Qualifications

1. Provider shall have been actively engaged in fleet and/or fire apparatus maintenance and repair services for a minimum of five (5) years under its current name and in good standing with a track record of performance and must provide evidence of such. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order. Recent start-up businesses do not meet the requirements of this solicitation.

   NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise

2. Provider shall operate as an independent Provider and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.

3. Provider shall comply with all applicable governmental laws and regulations.

4. Fleet Qualifications

   a. Provider must have demonstrated experience servicing a wide range of vehicles.
   b. Provider must maintain a fully equipped service facility capable of performing comprehensive fleet maintenance, including diagnostics, engine repair, brake systems, and preventive maintenance.
   c. Provider must have access to appropriate tools, diagnostic equipment, and parts inventory to ensure timely service and minimal downtime.
   d. Provider must adhere to all federal, state, and local regulations regarding fleet operations, environmental compliance, and workplace safety.
   e. Provider must have implemented standardized safety procedures, including proper handling of hazardous materials and vehicle testing protocols.
   f. Provider must have the ability to provide scheduled preventive maintenance, emergency repairs.
   g. Provider must have demonstrated capacity to meet turnaround times and minimize fleet downtime.
   h. Provider's repair facility must be located within the Dallas-Ft. Worth area within 60 miles of Rowlett.

5. Fire Apparatus Qualifications

   a. Provider shall employ technicians who are qualified to perform the specific diagnostic check, maintenance or repair task, or performance tests specified in National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. The assigned technician(s) must possess the following minimum qualifications, as appropriate:

      1) Any person performing diagnostic checks, inspections or maintenance of fire apparatus shall meet the qualifications administered by the Emergency Vehicle Technician Certification Commission, Inc. (EVT) for Fire Apparatus Technician - Level 1 or higher and hold current certification. All work shall be performed in accordance with **NFPA 1910 Standards for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles and Marine Firefighting Vessels (Chapters 49–51)** or **NFPA 1071 Standard for Emergency Vehicle Technician Professional Qualifications**.
      2) Any person performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or EVT (Fire Apparatus) certification.
      3) Any person performing maintenance, repair, or performance testing of fire pumps, industrial supply pumps, or any component of the apparatus that is used in pump operations shall have current EVT (Fire Apparatus) Level 2 or Master Level 3 certification.

4) Any person performing maintenance, repair, or performance testing (excluding nondestructive testing) of fire apparatus aerial devices, or any component of the apparatus that is used in aerial device operations shall have current Master Level 3 certification as EVT (Fire Apparatus).
5) Any person performing nondestructive testing (NDT) required on fire apparatus aerial devices shall be certified as at least a Level II NDT Technician in the test method used, as specified in American Society for Nondestructive Testing, Inc. (NSNT) Standard CP-189, Standard for Qualification and Certification of Nondestructive Testing Personnel, current edition.

b. Provider shall have at a minimum (5) full-time Certified Emergency Vehicle Technicians on staff and available in the Dallas Ft. Worth area.

**B. Service Requirements**

1. Provider's repair facility must be located within the Dallas Ft. Worth area within 60 miles of Rowlett.

2. Provider for Scope of Work B (Fire Department) must have the ability to purchase E-One parts directly from E-One.

3. Provider must maintain a parts department with a good working stock of commonly needed parts.

4. Provider must have at least 2 fully equipped and stocked mobile response trucks for onsite repair needs.

5. Provider must maintain a staffed service coordinator in office Monday-Friday from 9:00am to 5:00pm.

6. Provider must have a staffed business office and billing department available Monday-Friday from 9:00am to 4:00pm.

7. Provider must have an emergency service contact person available to assist with the coordination and scheduling of needed emergency repairs 24 hours a day 7 days a week.

**C. Scope of Work**

1. Scope of Work A – Fleet Department, please reference Exhibit A

2. Scope of Work B – Fire Department, please reference Exhibit B

**D. Invoices and Payments**

1. The Provider shall submit an invoice for services immediately after the work is completed.

2. All invoices shall be submitted directly to the department and shall be itemized with unit

number, contracted unit prices and quantities for all work completed by the Provider.

3. Payment terms are net 30 days upon delivery and receipt of a proper invoice.

## VI. Insurance Requirements

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in **Exhibit C** to this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful vendor only.** Prior to the execution of this contract, the successful vendor will supply the Purchasing Office with an original certificate of insurance, evidencing the stated requirements and provisions. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

## VII. Submittals

In order for your proposal to be considered responsive, the following information should be submitted in the order outlined below. Failure to provide requested information may cause your proposal to be deemed non-responsive.

### A. Company Information (Label as Section A)

1. Company information should include a cover letter containing legal company name, address, telephone number, and number of years in business. Also include acknowledgement of all Addendums issued for this solicitation.

2. Include name of contact person authorized to submit a proposal and negotiate a contract on behalf of your firm, including telephone number and email address.

3. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order, if applicable.

4. Include proof of any required certifications as outlined in this CSP.

5. Vendors shall indicate whether they are submitting for Scope A, Scope B, or both.

### B. Experience

1. Outline your experience for organizations of similar size and same or similar scope of work as described in this CSP document.

### C. Fee Schedule

1. For Scope of Services A – Fleet, complete and submit the fee schedule (Attachment 1)

2. For Scope of Services B – Fire, complete and submit the fee schedule (Attachment 2)

### D. Business Information Worksheet

1. Complete and submit the Business Information Worksheet (Attachment 3)

### E. References Worksheet

1. Complete and submit the References Worksheet (Attachment 4)

### F. Additional Information

1. Proof of Insurance.

2. List any exceptions to the Standard Terms and Conditions of Procurement or the CSP requirements for the City's consideration. If none, please include a statement indicating there are no exceptions.

3. Proposal Certification Form (only required if submitting in hard copy).

## VIII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the vendor(s) that provides the best value to the City. The contract will be awarded based on the following evaluation criteria:

| Criteria | Description | Points |
|---|---|---|
| **Cost** | The total cost to provide all services, as evidenced in Article VII. Submittals, Section C. | 40 |
| **Location** | The distance from the repair facility to 4000 Main St., Rowlett, TX 75088, as evidenced in Article VII. Submittals, Section D. | 15 |
| **Experience** | Experience for organizations of similar size, and same or similar scope of work , as evidenced in Article VII. Submittals, Section B. | 25 |
| **Ability to Meet the City's Needs** | Ability to meet the City's needs, as evidenced in Article VII. Submittals, all sections. | 20 |
| **Total Points** | | **100** |

## IX. Interviews and Presentations

In fairness to all Providers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected Providers may or may not be requested by the City after the closing date.

Selection may be made strictly from the information provided in the CSP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

## X. Best and Final Offer

The City reserves the right to request a best and final offer from any or all Providers. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the City.

## XI. Questions Deadline

The City requires that all questions relating to this CSP be submitted in writing through bidnet, the City's eProcurement system, or to Suman Verma, Purchasing Agent, at sverma@rowlett.com by **12:00pm on Wednesday, February 18, 2026**. **No questions will be answered over the phone**. Questions in regard to the scope of services will only be accepted until the stated deadline. Any changes to the CSP Documents will be made by City in the form of a written Addendum. Any changes made in any other manner will not be binding upon the City, and proposer may not rely upon them.

## XII. Submission or Delivery of Proposal

**Proposals are due no later than Wednesday, February 25,2026 at 2:00pm.** Submissions will be received online, or in hard copy. Submitting a proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this CSP document.

The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

### A. Online Submission

1. Proposals may be submitted online through Bidnet, the City's eProcurement system, at the following link: https://www.bidnetdirect.com/texas/cityofrowlett.

2. Please ensure that you provide all required information, including attachments, uploaded where indicated in Bidnet.

### B. Mailed/Delivered Submission

1. Proposal must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.

2. Please submit one (1) unbound original of your proposal and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

**Delivery Address**
City of Rowlett
Attn: Purchasing Manager
4000 Main Street
Rowlett, TX 75088

**Mailing Address**
City of Rowlett
Attn: Purchasing Manager
PO Box 99
Rowlett, TX 75030-0099

**CSP 2026-02-A**
**FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**
**PROPOSAL CERTIFICATION FORM**

By submitting a proposal, the Vendor certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into negotiations for a contract for Janitorial Services for the Rowlett Community Centre. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Vendor as being non-responsive, or (ii) to accept the proposal of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

## A. FIRM INFORMATION

Legal Name of Vendor: _____

Tax ID Number: _____ Telephone No: _____

State of Formation: _____ Year of Formation: _____

Address: _____

_____

Contact Name and Title: _____

Contact Phone No: _____

Contact Email Address: _____

## B. CERTIFICATION

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Section VII. Submittals, Article F. Additional Information, Item 2. (if applicable).

**Signature of Authorized Representative:** _____

**Printed Name and Title of Authorized Representative:** _____

**Date of Certification:** _____

**EXHIBIT A**
**SCOPE OF WORK A**
**FLEET DEPARTMENT**

## A. General

The Provider shall furnish all necessary supervision, labor, tools, parts, equipment, and location required to perform inspections, maintenance, repairs, and testing of the Rowlett Fleet Department's Vehicles and Equipment. In addition, all services provided by the Provider shall be consistent with industry best practices, meet all applicable federal, state, and local standards, and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Provider shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

1. Facilities and Work Sites

   The Provider shall perform services, including inspection, maintenance, testing, and repair, at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a Fleet Department worksite without prior approval from the Rowlett Fleet Department or designated fleet supervisor.

   The Provider warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

2. Fleet Vehicle Security

   The Provider is responsible for the security of all units in its custody. The Provider is responsible for all costs associated with correcting damage while the unit is in the Provider's custody. While in the Provider's custody, vehicles shall be stored in a secure area.

3. Provider's Service Truck

   The Provider shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of Fleet vehicles and equipment. The technicians operating the trucks should be certified as required by the Contract, and capable of making repairs and logistic decisions in road call and on-site repair call situations.

## B. Maintenance Scheduling and Completion

1. Scheduling

   The Director/Supervisor of Fleet shall contact the Provider to schedule vehicles/equipment due for service. The location at which services will be performed shall be determined between the Director of Fleet and the Provider at the time when service is scheduled and confirmed. If services are to be performed at a City of Rowlett facility, the Provider shall provide the Director of Fleet with the time at which the Provider's service personnel will arrive to begin the service and an approximate time at which the service will be completed.

2. Notifications and Communication

It shall be the responsibility of the Director of Fleet to notify the affected department of scheduled service of apparatus/vehicles. In the event the Provider must pick up a vehicle at the Rowlett Department, the Provider shall check in with the on-duty staff, provide proper identification, and state the purpose of the visit. Upon completion of on-site services, the Provider shall check out with the on-duty staff and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention, and the status of the vehicle/equipment (in service or out of service). If the Fleet Director/Supervisor is not available after services, a paper form shall be left on the driver's seat of the vehicle/equipment indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention, and the status of the vehicle/equipment (in service or out of service).

3. Inspection and Maintenance Completion

The Provider is responsible for the timely inspection and maintenance of the Rowlett Fleet Department's vehicles/equipment and the return of each unit to an in-service status. Except for Priority and Non-Priority Repairs, the Rowlett Fleet Department expects that the Provider will have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete requested services at the time service is scheduled in an effort to reduce out-of-service and downtime of the Rowlett Fleet Department vehicles/equipment. The Rowlett Fleet Department performance standards for completing various work activities are as follows:

a. Semi-Annual and Preventive Maintenance: Performed at the Provider's facility. Maintenance will be performed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director/Supervisor of Fleet.

b. Annual Inspection, Testing and Preventive Maintenance: Annual Inspection, Testing, and Preventive Maintenance shall be performed at the Provider's facility. Annual Inspection, Testing, and Preventive Maintenance services shall be completed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of Fleet immediately.

c. Priority Repairs: If performed on-site, services shall be completed to minimize downtime and return the apparatus to full service as quickly as possible. If extended time is needed for repairs or the apparatus requires repair at the Provider's facility, the Provider shall notify the Director of fleet immediately.

d. Non-Priority Repairs: Non-priority repairs shall be resolved in coordination with regularly scheduled maintenance or at the discretion of the Director of Fleet to avoid unnecessary apparatus downtime. The Provider and the Director of Fleet will determine where these types of repairs will be performed. If additional time is needed for repairs, the Provider shall notify the Director of Fleet immediately.

## C. Level of Services to be Provided

1. The Fleet Department has established an in-house inspection regime for frontline and

reserve Fleet vehicles and equipment. These are daily, weekly and monthly operational inspections performed by Fleet personnel and are not work tasks included in this Scope of Work.

2. The following establishes the level of services that may be provided by the Provider. The Provider shall work with the Rowlett Fleet Department to determine the level of inspection and preventative maintenance and the required service interval for each Fleet vehicle that the Rowlett Fleet Department operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with vehicle and equipment component manufacturer's most severe service recommendation, generally accepted best industry practices, and any applicable federal, state, and local standards.

    a. Semi-Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all vehicle/equipment components and systems.
    b. Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all vehicle/equipment components and systems.
    c. Annual Performance and Certification Testing tracking and recommendations reminders may be supplied by the Provider. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours. Increased priority response expectation to the next available Provider unit.
    d. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected; however, it does not meet the criteria to warrant the vehicle/equipment be placed into an out-of-service status. Non-Priority Repairs will be approved by the Director of Fleet and handled by the Provider during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Director of Fleet.

3. Anytime services are completed on Rowlett Fleet Department, the results, findings and actions taken shall be documented by the Provider in a professional format. The Provider shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair, and test Rowlett Fleet Department apparatus. This documentation shall demonstrate that the Provider's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings, and actions taken, the service documentation shall contain the following information:

    a. Detailed Service Invoice
    b. Name or Identification of the technician that performed the services
    c. Parts descriptions and costs
    d. Location where services were performed
    e. Unit Designation
    f. Vehicle Number
    g. Vehicle/equipment Manufacturer

h. Vehicle/equipment Make
i. Manufacturer Job Number or Serial Number
j. Odometer Reading In
k. Vehicle Identification Number (VIN)
l. Engine Hours
m. User Department

## D. Vehicle Maintenance and Repair

1. General

The Provider shall perform scheduled preventive, recurring maintenance, repair, and replacement for the Fleet vehicles/equipment included in this Contract as directed by the Director of Fleet. All maintenance activities for this equipment shall comply with the manufacturer's recommendations, including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Director of Fleet.

2. Inspection and Preventive Maintenance Service

The objectives of inspection and preventative maintenance service are to ensure that: (a) Fleet vehicles/equipment safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service.

Recurring maintenance is the act of servicing a Fleet vehicles/equipment or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

3. Repair and Replacement

Repair is the necessary work to restore a Fleet vehicle/equipment or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts or better-quality brands and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Provider has a specific situation that warrants a request for a waiver, the provisions of Paragraph F. Parts, below, shall be followed.

a. Major Repairs

All major repairs not performed by the Provider shall be performed by a repair facility authorized by the manufacturer to perform such work.

b. Re-Assembly

The Provider shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and

clamping, pump system pressures and flows, hydraulic system pressures, hose, and orifice sizing.

c. Repair Approvals

The Provider shall have specific pre-approval from the Director of Fleet before completing repairs. In obtaining approval, the Provider shall advise the Director of Fleet before the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Provider. The estimate shall include the following:

- Estimated time
- Parts cost

d. Modifications

No modifications may be made by the Provider to any component, system, or piece of equipment maintained under any resulting Contract unless, and until, specific authorization is provided by the Director of Fleet. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Rowlett Fleet Department approval.

4. Vehicle or Equipment Damage

No accident damage may be repaired until the Provider receives authorization from the Rowlett Fleet Department. Any damage noted by the Provider during an inspection shall be immediately reported to the Director of Fleet. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage, and an estimated cost of repair.

The Provider is responsible for all costs of repair for any accident damage incurred while the Provider has custody of the vehicle.

5. Repair Facilities

If the Provider receives authorization to repair accident damage, the Provider shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems, and components to its original configuration, appearance, and structural integrity; and meeting all OEM specifications for the equipment. The Provider may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. A pre-approved cost estimate, schedule, and individual work order for the damage repair tasks are also required before Fleet approval.

## E. Emergency Call Response for Priority Repairs

1. General

A call for Priority Repair Service indicates that the vehicle/equipment has been placed in an out-of-service status due to mechanical breakdown and/or component failure, which has rendered the vehicle/equipment unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Provider to evaluate the situation from the next available Provider onsite response truck to decide on the best course of action, and/or take the

necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

2. Emergency Contact
The Provider shall have an individual accessible by phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The Provider is required to respond at that time. The Provider will provide the Director of Fleet with an estimated on-scene response time.

3. Wrecker Service
The City of Rowlett will coordinate with area wrecker services. If an apparatus requires wrecker service, the Rowlett Fleet Department shall coordinate this service and the location to which the apparatus shall be towed.

## F. Parts

1. Parts Inventory
The Provider may maintain a reasonable, regularly needed parts inventory level at its facility to assure timely repair of the Rowlett Fleet Department vehicles/equipment. The Provider-supplied inventory shall remain the property of the Provider upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance before the actual service. Mark-up on parts shall not exceed 25%. Provider shall show proof of markup on request.

2. Tires
The Rowlett Fleet Department has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Rowlett Fleet Department. The Provider's role in tire replacement is to recommend when tire replacement is necessary.

3. Provider-Furnished Parts
The Provider shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

a. Part Number
b. Part Description and
c. Unit Price of Part

4. Core Accounting
The Provider is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Provider's parts supplier denies a core charge, the Provider may provide documentation verifying that denial, a copy of the work order, and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Director of Fleet.

## G. Warranties

1. Warranty Repairs

The Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Rowlett Fleet Department shall communicate the warranty status of all apparatus. The Provider shall notify the Director of Fleet when a warranty repair is required and work with the Director of the Fleet to determine the best course of action. The Director of the Fleet will determine if the Provider is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Provider fails to acknowledge a warranty repair and/or notify the Rowlett Fleet Department before proceeding with the repair, the Provider shall be responsible for the labor and parts associated with the repair.

2. Provider Repair Warranty

The Provider shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Provider shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Provider in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles, or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,500.

3. Original Equipment Manufacturer (OEM) Warranty

If the Provider is a dealer or distributor of the part or component being repaired or replaced, the Provider will, at no cost to the Rowlett Fleet Department, recapture the warranty from the OEM. If that repair or part has been charged to the Rowlett Fleet Department, the Provider will credit that cost to the Rowlett Fleet Department account. The Rowlett Fleet Department will reduce any outstanding Provider invoices by the amount of the credit. If the Provider is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Provider. This includes recapturing any costs to the Provider from the warranting entity.

4. Warranty Claims

The Provider shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Provider shall be responsible for pursuing claims that have been denied, at the direction of the Director of Fleet.

5. Vehicle Record Files

The Provider shall establish and maintain an individual folder for each piece of Fleet apparatus being serviced in this Contract. The folders will be available for review by the Rowlett Fleet Department during normal business hours. The folders are to be numbered with the unit identification number and filed numerically. All information about that unit will be included in the folder, including, but not limited to:

a. Maintenance Requests
b. Work Orders and other Maintenance Actions
c. Completed Inspection Checklists
d. Documentation of all repairs performed along with the associated recommendation checklist.

**EXHIBIT B**
**SCOPE OF WORK B**
**FIRE DEPARTMENT**

## A. General

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repairs and testing of the Rowlett Fire Departments fire apparatus. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and 1910 standard for the inspection, maintenance, refurbishment, testing, and retirement of in-service emergency vehicles and marine firefighting vessels, consolidating several foundational safety documents into one comprehensive guideline. in coordination with the DOT (Department of Transportation) current regulations. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in- service status.

1. Facilities and Work Sites

   The Provider shall perform services, including inspection, maintenance, testing and repair, at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a Fire Department worksite without prior approval from the Rowlett Fire Department Chief or his designated fleet director.

   The Provider warrants that its facility complies with all applicable local, state and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

2. Fire Apparatus and Ambulance Security

   The Provider is responsible for the security of all units in its custody. The Provider is responsible for all costs associated with correcting damage while the unit is in the Provider's custody. While in the Provider's custody, apparatus/vehicles shall be stored inside, in a temperature-controlled environment.

3. Provider's Service Truck

   The Provider shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment and parts sufficient to support the spot repair of fire apparatus. The technicians operating the trucks should be certified as required by the Contract, including certification under **NFPA 1071, Standard for Emergency Vehicle Technician Professional Qualifications**

## B. Maintenance Scheduling and Completion

1. Scheduling

The Director of fire fleet shall contact the Provider to schedule apparatus/vehicles due for service. The location at which services will be performed shall be determined between the Director of Fire Fleet and the Provider at the time when service is scheduled and confirmed. If services are to be performed at a City of Rowlett facility, the Provider shall provide the Director of Fire Fleet with the time at which the Provider's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

2. Notifications and Communication

It shall be the responsibility of the Director of fire fleet to notify the affected Fire Station Officer, Shift Battalion Chief and station personnel of scheduled service of apparatus/vehicles. In the event the Provider must pick- up a piece of apparatus at a Rowlett fire station, the Provider shall check in with the on-duty Fire Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Provider shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). In the event that the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

3. Inspection and Maintenance Completion

The Provider is responsible for the timely inspection and maintenance of the Rowlett Fire Department fire apparatus and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the Rowlett Fire Department that the Provider have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the Rowlett Fire Department apparatus. The Rowlett Fire Department performance standards for completing various work activities are as follows:

a. Semi-Annual and Preventative Maintenance: Performed at the Provider's facility. Maintenance will be performed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of fire fleet.

b. Annual Inspection, Testing and Preventative Maintenance: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Provider's facility. Annual Inspection, Testing and Preventative Maintenance services shall be completed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of fire fleet immediately.

c. Priority Repairs: If performed on-site, services shall be completed to minimize down time and return apparatus back to full service, as quickly as possible. If extended time is needed for repairs or apparatus requires repair at the Provider's

facility, the Provider shall notify the Director of fleet immediately.

d. Non-Priority Repairs: Non-priority repairs shall be resolved in coordination with regularly scheduled maintenance or at the discretion of the Director of Fire Fleet to avoid unnecessary apparatus down time. The Provider and the Director of fire fleet will determine where these types of repairs will be performed. If additional time is needed for repairs the Provider shall notify the Director of fire fleet immediately.

## C. Level of Services to be Provided

1. The Chief has established an in-house inspection regime for frontline and reserve fire apparatus. These are daily, weekly and monthly operational inspections performed by fire personnel and are not work tasks included in this Scope of Work.

2. The following establishes the level of services to be provided by the Provider. The Provider shall work with the Rowlett Fire Department to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus that the Rowlett Fire Department operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1910,1911 and the DOT, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

   a. Semi Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
   b. Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
   c. Annual Performance and Certification Testing tracking and recommendations reminders will be supplied by the Provider. Note: Third party annual certification testing will be utilized when necessary.

      1) Performance Testing of Low Voltage Electrical Systems (NFPA 1911, Chapter 17)
      2) Performance Testing of Aerial Devices (NFPA 1911, Chapter 19)
      3) Performance Testing of Line Voltage Electrical Systems (NFPA 1911, Chapter 22)
      4) Performance Testing of Fire Pumps (NFPA 1911 Chapter 18)

   d. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours. Increased priority response expectation to next available Provider unit available.

   e. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non- Priority Repairs will be

approved by the Director of fire fleet and handled by the Provider during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Director of Fire Fleet.

3. Anytime services are completed on Rowlett Fire Department, the results, findings and actions taken shall be documented by the Provider in a professional format. The Provider shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test Rowlett Fire Department apparatus. This documentation shall demonstrate that the Provider's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

   a. Date services were performed
   b. Name or Identification of the technician that performed the services.
   c. Location where services were performed.
   d. Unit Designation
   e. Vehicle Number
   f. Apparatus Manufacturer
   g. Apparatus Make
   h. Manufacturer Job Number or Serial Number
   i. Odometer Reading Out
   j. Vehicle Identification Number (VIN)
   k. Engine Hours
   l. User Department

## D. Vehicle Maintenance and Repair

1. General

   The Provider shall perform scheduled preventive, recurring maintenance, repair and replacement services for the fire apparatus included in this Contract, as directed by the Director of fire fleet. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties requirements, and with the applicable provisions of **NFPA 1910, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles*, and NFPA 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus***. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Director of fire fleet.

2. Inspection and Preventive Maintenance Service

   The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil, transmission fluid and coolant. Fluid samples shall

be taken at each oil change interval and tested at a laboratory.

3. Recurring Maintenance

Recurring maintenance is the act of servicing a fire apparatus or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

4. Repair and Replacement

Repair is the necessary work to restore a fire apparatus or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts or better-quality brands and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Provider has a specific situation that warrants a request for a waiver, the provisions of Paragraph F. Parts, below, shall be followed.

a. Major Repairs

All major repairs not performed by the Provider shall be performed by a repair facility authorized by the manufacturer to perform such work.

b. Re-Assembly

The Provider shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts.

c. Repair Approvals

The Provider shall have specific pre-approval from the Director of fire fleet prior to completing repairs. In obtaining approval, the Provider shall advise the of Director of fire fleet prior, the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Provider. The estimate shall include the following:

- Estimated time
- Parts cost
- Labor cost
- Shop cost

5. Modifications

No modifications may be made by the Provider to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific authorization is provided by the Director of fire fleet. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Rowlett Fire Department approval.

6. Apparatus or Equipment Damage

No accident damage may be repaired until the Provider receives authorization from the Rowlett Fire Department. Any damage noted by the Provider during an inspection shall be immediately reported to the Director of fire fleet. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair.
The Provider is responsible for all costs of repair for any accident damage incurred while the Provider has custody of the vehicle.

7. Repair Facilities

If the Provider receives authorization to repair accident damage, the Provider shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Provider may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to the City. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.

## E. Emergency Call Response for Priority Repairs

1. General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Provider to evaluate the situation from the next available Provider onsite response truck to decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. **Priority repair determinations, including out-of-service conditions, shall follow the criteria established in NFPA 1910 and NFPA 1911.**

2. Emergency Contact

The Provider shall have an individual accessible by phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. Provider is required to respond at that time. The Provider will provide the Director of fire fleet with an estimated on- scene response time.

3. Wrecker Service

The City of Rowlett will coordinate with area wrecker services. In the event that an apparatus requires wrecker service, the Rowlett Fire Department shall coordinate this service and the location to which the apparatus shall be towed.

## F. Parts

1. Parts Inventory

The Provider shall maintain a reasonable regularly needed parts inventory levels at its facility

to assure timely repair of the Rowlett Fire Department fire apparatus. The Provider-supplied inventory shall remain the property of the Provider upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts shall not exceed 25. Provider shall show proof of mark-up on request.

2. Tires

The Rowlett Fire Department has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Rowlett Fire Department. The Provider's role in tire replacement is to recommend when tire replacement is necessary, in accordance with applicable DOT regulations and manufacturer recommendations.

3. Provider-Furnished Parts

The Provider shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

a. Part Number
b. Part Description
c. Unit Price of Part

4. Core Accounting

The Provider is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Provider's parts supplier denies a core charge, the Provider may provide documentation verifying that denial, and a copy of the work order and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Director of fire fleet.

## G. Warranties

1. Warranty Repairs

The Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Rowlett Fire Department shall communicate the warranty status of all apparatus. The Provider shall notify the Director of fire fleet when a warranty repair is required and work with the Director of the fire fleet to determine the best course of action. The Director of the fire fleet will determine if the Provider is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Provider fails to acknowledge a warranty repair and/or notify the Rowlett Fire Department prior to proceeding with the repair, the Provider shall be responsible for the labor and parts associated with the repair.

2. Provider Repair Warranty

The Provider shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Provider shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Provider in-house rebuild, the warranty

shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,500.

3. Original Equipment Manufacturer (OEM) Warranty

If the Provider is a dealer or distributor of the part or component being repaired or replaced, the Provider will, at no cost to the Rowlett Fire Department, recapture the warranty from the OEM. If that repair or part had been charged to the Rowlett Fire Department, the Provider will credit that cost to the Rowlett Fire Department account. The Rowlett Fire Department will reduce any outstanding Provider invoices by the amount of the credit. If the Provider is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Provider. This includes recapturing any costs to the Provider from the warranting entity.

4. Warranty Claims

The Provider shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Provider shall be responsible for pursuing claims that have been denied, at the direction of the Director of fire fleet.

5. Vehicle Record Files

The Provider shall establish and maintain an individual folder for each piece of fire apparatus being serviced in this Contract. The folders will be available for review by the Rowlett Fire Department during normal business hours. The folders are to be numbered with the unit identification number and be filed numerically. All information pertaining to that unit will be included in the folder, including, but not limited to:

a. Maintenance Requests.
b. Work Orders and other Maintenance Actions.
c. Completed Inspection Checklists.
d. Documentation of all repairs performed, along with the associated recommendation checklists.

**EXHIBIT C**
**STANDARD INSURANCE REQUIREMENTS**

Company shall procure and maintain for the duration of the contract insurance coverages outlined herein which may arise from or be in connection with the performance of the work here under by the Company, his agents, representatives, employees or sub-providers. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

## 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each sub-provider employed by Company to purchase and maintain insurance of the type specified herein or cover such sub-provider under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

## 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Providers<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

| Contracts between $1,000,000 and $8,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Providers<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12,

CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any sub-provider from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

**Attachment 1**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services A - Fleet Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | % |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

**Attachment 2**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services B - Fire Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | % |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

# Attachment 3
# Business Information Worksheet

**Vendor Information**

Number of employees: Full time _____ Number of employees: Part time: _____

Physical location of repair facility (full address, including city, state & zip code):

Distance between repair facility and 4000 Main St., Rowlett, TX 75089: _____

Do you have a service truck? Yes ☐ No ☐

Explain facility security features and how the City's units will be secured:

**Vendor Contacts**

The successful vendor(s) must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

**Subcontractor Information**

Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City prior to commencement of work.**

Name: _____

Type of Work: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

# **Attachment 4 -** References Worksheet
# CSP No. 2026-02-A

Please provide at least five (5) verifiable references for same or similar services as the City has specified in the solicitation, in the spaces provided below.

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

**City of Rowlett Purchasing Office**
**Addendum No. 1**
**Issued February 24, 2026**

| | |
|---|---|
| **CSP No:** | **2026-02-A** |
| **CSP Title:** | **Fleet and Fire Apparatus Maintenance and Repair Services** |
| **Proposals Due:** | **03/04/2026 @ 2:00pm** |

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the CSP:

**Changes**

1. **Change to proposal due date:**

   Proposals are due no later than Wednesday, March 4, 2026, at 2:00pm.

2. **Change to the public opening link:**

   Submittals will be publicly opened and read in compliance with statutory requirements at 2:30pm (CT). on the day submittals are due. Only the names of the providers submitting a response will be disclosed. The public opening will be conducted online as follows:

   | | |
   |---|---|
   | Meeting ID: | 296 835 599 279 86 |
   | Passcode: | eK7UZ3VA |
   | Link: | https://teams.microsoft.com/meet/29683559927986?p=dqrtAXl42cyzF3Rml4 |

For vendors who have already submitted a response and feel this addendum may change their response, you may pick up your submission and return it prior to March 4, 2026, by 2:00pm. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum in the appropriate space of the Certification Form if you have not previously submitted a response.

For questions regarding this addendum contact:

**Suman Verma**
**Purchasing Agent**
**(469) 969-2417**
**sverma@rowlett.com**

EXHIBIT B
CONTRACTOR'S PROPOSAL

**About Safe Industries:**
Founded in 2005 in South Carolina, Safe Industries was built on a mission to keep people safe through dedication and expertise. Over the past 20 years, we've grown steadily thanks to strong leadership, an exceptional team, and ongoing opportunities to serve. Today, we proudly operate in seven states**,** with the same mission at heart.

Our goal is to provide reliable repair services for fire departments like yours with focus on getting your vehicle repaired and back in service in a timely matter — so, your department is always ready to protect the community.

**What We Offer:**

- Full line of firetruck parts
- Preventative maintenance programs in house or at your station
- Mobile repairs ‘’You have A vehicle down give us a call”
- Mobile pump testing and rental / training with drafting trailer.
- Vehicle familiarization training.
- Collision repair and apparatus refurbishment.
- Ambulance remounts and refurbishment.
- Vehicle upfitting.
- Slide Inn Skid units, Small / Large Brush trucks / Water Tender
- We also represent the following emergency equipment manufacturers, E-One, Ferrara, FES, Fire master, FYREBX, ITURRI, KME, Spencer.
- We offer a wide range of loose equipment.
- An Emergency Response Division supporting agencies during wildfires, floods, tornadoes, and large-scale events.

What truly sets us apart is our commitment to service, custom solutions, and dependable support — all grounded in a culture of safety and a mission that puts people first.
We'd love the opportunity to connect and learn more about your department's needs and vision when it comes to service / sales. If you have time in the coming days or weeks, I'd be happy to schedule a brief meeting at your convenience.

Safe Industries Service Center in Wilmer Texas has well over 50 years of experience working on firetrucks / emergency equipment. See key notes below

EVT Experience Techs

2 Master EVT

4 Level 1 EVT will be certified by first half of 2026

2 EVT Certifications

Engine Platforms

CAT

Cummins: We are currently working on being certified warranty center in 2026

Detroit

International

Paccar

Transmissions:

Allison

Fire Pumps:

Darley

Hale

Waterous

Suspension System Components:

Bendix

Hendrickson

Meritor

Electrical Systems Components

Weldon

Plus, many other multiplex systems on the market today.

Aerial Devices:

We have experience on any manufacturer device out there.

**Attachment 2**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services B - Fire Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | $175.00 |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | $175.00 |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | $175.00 |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | $175.00 |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | $225.00 |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | $175.00 |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | $175.00 |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | 30% |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | Annual Pump Service Test per vehicle | | $350.00 |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

## Attachment 3
## Business Information Worksheet

**Vendor Information**

Number of employees: Full time 10 Number of employees: Part time: o

Physical location of repair facility (full address, including city, state & zip code):

1327 Belt Line Road , Wilmer Texas 75172

Distance between repair facility and 4000 Main St., Rowlett, TX 75089: 30 miles / 36 minutes

Do you have a service truck? Yes [✓] No [ ]

Explain facility security features and how the City's units will be secured:

We have seven service bays as well as the shop portion of building is totally fenced in. The facility has monitored alarm system on building.

**Vendor Contacts**

The successful vendor(s) must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Service Manager Dewane Farmer

Company Telephone Number (including are code): 833-777-3473

Emergency Telephone Number (including are code): 469-796-7324

**Subcontractor Information**

Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City prior to commencement of work.**

Name: Rush Truck Center

Type of Work: Allison Transmission

Portion of work by proposer: 5 %

Portion of work by sub-contractor: 95 %

**CSP 2026-02-A**
**FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**
**PROPOSAL CERTIFICATION FORM**

By submitting a proposal, the Consultant certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Consultant's intent to enter into negotiations for a contract for Strategic Planning Services. Consultant agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Consultant to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Consultant as being non-responsive, or (ii) to accept the proposal of the Consultant, in which event the Consultant agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

**A. FIRM INFORMATION**

Legal Name of Vendor: Allsource Enterprises LLC dba Safe Industries

Tax ID Number: 20-2653111 Telephone No:

State of Formation: SC Year of Formation: 2005

Address: 5031 Highway 153

Easley, SC 29642

Contact Name and Title: Dewane Farmer, General Manger

Contact Phone No: 833-777-3473

Contact Email Address: DFarmer@SafeIndustries.com

**B. CERTIFICATION**

I certify that I have the legal authority to bind the Consultant listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Article VIi. Submittals, Section F. Additional Information, Item 2. (if applicable).

**Signature of Authorized Representative:** Austin Hatcher

**Printed Name and Title of Authorized Representative:** Austin Hatcher, Accounting Director

**Date of Certification:** 02-12-2026

# CITY OF ROWLETT
# CONTRACT FOR SERVICES
# CONTRACT NO. 2026-02-A
# FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES

This Contract ("Contract") is made by and between the **City of Rowlett, Texas ("City"), a municipal corporation and Metro Fire Apparatus Specialists, Inc. ("Contractor")** acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

## RECITALS

**WHEREAS,** City agrees to retain the Contractor, to provide services relative to Fire Apparatus Maintenance and Repair Services – Scope of Work B (hereinafter referred to as "Services"), in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference, and this Contract;

**WHEREAS,** the Contractor agrees to render all labor, supervision, materials and equipment necessary for Services to the City in accordance with the terms and conditions set forth in this Contract;

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

1. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The Contract Documents shall consist of the following documents:

   a. This Contract; and
   b. Exhibit A CSP No. 2026-02-A
   c. Exhibit B Contractor's Proposal

   These Documents are incorporated by reference into this Contract as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

2. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide Services in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.

3. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the City in writing.

4. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.

5. **CONTRACT PERIOD.** The contract period is May 19, 2026, through September 30. 2027 ("Initial Term"). All pricing is to remain firm during the initial term of the contract period. The contract is renewable for up to four (4) additional one-year terms beginning on October 1st of each year if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

6. **COMPENSATION.** The contractor's total compensation for Services to be performed and expenses to be incurred is specified in Exhibit B.

7. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.

8. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to City of Rowlett, Fire Department, P.O. Box 99, Rowlett, Texas 75030-0099, or emailed to marnold@rowlett.com.

9. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

10. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.

11. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A for the benefit of City. Failure to maintain the required insurance may result in immediate termination of the Contract.

12. **INDEMNIFICATION.** As specified in Exhibit A.

13. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee, or agent.

14. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine, and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants' employment and employees as the law may require.

16. **TERMINATION OF CONTRACT.** City may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (I) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the City, City may terminate this Contract immediately upon providing written notice of termination.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by City in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

17. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

18. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval of all fees or other charges for the additional work before such work begins.

19. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.

20. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City by 8 a.m. of the following City business day after the incident. If damage may result in further damage to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, or agents.

21. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

22. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the City's representative are followed.

23. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

24. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (I) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under§ 2252.153, Texas Government

Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in§ 2252.151 of the Texas Government Code.

25. **FIREARM ENTITIES.** If § 2274.002 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of the Contract against a firearm entity or firearm trade association As used herein, "firearm entity," "firearm trade association," and "discriminate against a firearm entity or firearm trade association" shall have the meaning given such terms in Section 2274.001, Texas Government Code.

26. **ENERGY COMPANIES.** Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

27. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

28. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the City and the Contractor, the City and Contractor agree to submit such disagreement to non-binding mediation prior to filing of a lawsuit in any federal, state, or local court.

29. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

30. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

City of Rowlett
Attn: Kristoff Bauer, Interim City Manager
P.O. Box 99
Rowlett, Texas 75030-0099
kbauer@rowlett.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

Metro Fire Apparatus Specialists, Inc.
Attn: Craig Russell, Owner
17350 SH 249 – Suite 250
Houston, Texas 77064
crussell@mfas.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

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

32. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law without regard to choice of law rules. Venue for this Contract shall be located in Dallas County, Texas.

33. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

34. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the City and Contractor.

**CITY OF ROWLETT**

By:_____

Kristoff Bauer

Interim City Manager

Date:_____

**METRO FIRE APPARATUS SPECIALISTS, INC.**

By:_____

Craig N Russell

Owner

Date: May 12, 2026

EXHIBIT A
CSP NO. 2026-02-A

# City of Rowlett
# CSP No. 2026-02-A
# Fleet and Fire Apparatus Maintenance and Repair Services

**Important Dates**

| | |
|---|---|
| **Pre-Proposal Meeting:** | **02/17/2026 at 11:00am** |
| **Questions Deadline:** | **02/18/2026 at 12:00pm** |
| **Proposals Due:** | **02/25/2026 at 2:00pm** |

1. **APPLICABILITY**: These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.

2. **NOTIFICATION**: The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.

3. **ADDENDA**: Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.

4. **SILENCE OF SPECIFICATION**: The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.

5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.

6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

7. **PAPER SUBMISSIONS**: Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

8. **PRESENTATION OF BIDS/PROPOSALS**: Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS**: The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

10. **PRICING**: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

    Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **PROPRIETARY INFORMATION**: All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.

12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.

13. **WITHDRAWAL OF OFFER**: Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.

14. **F.O.B./DAMAGE**: Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.

15. **PREPARATION COST**: All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.

16. **TESTING**: At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.

17. **SAMPLES**: At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.

18. **QUALITY**: Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

    The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

    For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall

participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

**24.** **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm.

**25.** **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

**26.** **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a Provider or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

**27.** **MINIMUM STANDARDS FOR RESPONSIBILITY**: A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required
B. Ability to comply with the required or proposed delivery schedule
C. Have a satisfactory record of performance
D. Have a satisfactory record of integrity and ethics
E. Be otherwise qualified and eligible to receive an award

**28.** **AWARD OF CONTRACT**: The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method

may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

A. The purchase price
B. The reputation of the vendor and of the vendor's goods or services
C. The quality of the vendor's goods or services
D. The extent to which the goods or services meet the City's needs
E. The vendor's past relationship with the City
F. The total long-term cost to the City to acquire the vendor's goods or services
G. Any relevant criteria specifically listed herein

29. **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.

30. **CONTRACT PERIOD**: Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with four (4) optional one-year renewal periods at the option of the City. All contract periods, including all renewal periods, will be subject to the City's availability of funds.

31. **FUNDING**: The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

32. **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.

33. **INTERLOCAL AGREEMENT**: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City

34. **CHANGE ORDER**: The City reserves the right to modify or change plans and specifications as deemed necessary at any time, including after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Office only.**

35. **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates**. When a delivery delay can be foreseen, the vendor shall provide advance

notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

**36.** **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).

**37.** **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.

**38.** **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.

**39.** **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.

**40.** **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

**41.** **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

**42.** **PRICE ESCALATION**: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term and any renewal terms of the contract, except that the contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

**43.** **PRICE REDUCTION**: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.

**44.** **INDEMNITY**: **The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and**

**costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subProvider or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.**

**45.** **INDEMNITY; PATENT RIGHTS**: The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.

**46.** **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

**47.** **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

**48.** **REMEDIES**: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

**49.** **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.

**50.** **ENERGY BOYCOTT:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

**51.** **FIREARMS:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

**52.** **CRITICAL INFRASTRUCTURE:** In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

**53.** **ANTI-BOYCOTT ISRAEL VERIFICATION:** In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries,

and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than $100,000.

**54.** **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**City of Rowlett**
**CSP No. 2026-02-A**
**Fleet and Fire Apparatus Maintenance and Repair Services**

## I. Introduction

The City of Rowlett ("City") is accepting competitive sealed proposals ("CSP") to establish an annual fixed-price contract with service providers ("Providers") qualified to perform preventative maintenance and repairs on City-owned fleet and fire apparatus response vehicles, in accordance with the terms, conditions, and requirements set forth in this CSP document. The initial term of the contract will be effective upon award through September 30, 2026, with four optional, one-year renewal periods effective on October 1st annually. The contract will be awarded to the Provider(s) providing the best value to the City, as determined by the evaluation criteria as stated herein.

The City reserves the right to award any or all line items, in whole or in part, to one or more Providers. The estimated annual expenditure for these services is $210,000 for the Fire Department and $150,000 for the Fleet Department. However, orders will be placed on an as-needed basis only and the City does not guarantee this amount. Any service quantities stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies, service quantities may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The City has included two scopes of work, one for the Fleet Department (Scope A) one for the Fire Department (Scope B). Providers do not have to submit for both scopes of work to be considered. The successful Provider will be required to execute a service contract. A sample contract is available for viewing upon request, in the Purchasing Office.

## II. Pre-Submission Conference

An online pre-proposal conference will be held for this project at 11:00am (CT), Tuesday, February 17, 2026. Attendance is optional, but interested parties are strongly encouraged to attend. To participate in the pre-submission conference, please use the following:

Meeting ID: 266 877 020 187 7
Passcode: Wd9jh6k2
Link: https://teams.microsoft.com/meet/2668770201877?p=JCPuZa2uNcWpvRqJDs

## III. Public Opening

Submittals will be publicly opened and read in compliance with statutory requirements at 2:30pm (CT). on the day submittals are due. Only the names of the providers submitting a response will be disclosed. The public opening will be conducted online as follows:

Meeting ID: 284 301 930 096 73
Passcode: mZ74aY9f
Link: https://teams.microsoft.com/meet/28430193009673?p=WSkBMxmqFcaYeaM0jO

## IV. Background Information

### A. Fleet

The Fleet Department currently maintains an estimated 150 vehicles providing essential transportation and support services across the organization. These vehicles include a mix of service, utility and specialized units that are critical for operation efficiency. The department is seeking proposals for maintenance and repair services of fleet vehicles to ensure continued reliability.

### B. Fire

The Rowlett Fire Department currently maintains ten (10) fire apparatus with expansion to twelve (12) within the first year of the contract, in addition to fifteen (15) fire fleet vehicles. The Rowlett Fire Department does not facilitate in-house resources to additionally support the maintenance of the fire apparatus fleet. The City is seeking qualified providers specializing in the maintenance of fire apparatus to provide these maintenance and repair services.

The City will have approximately six (6) in-service City-owned fire apparatus maintained under this Contract initially, expanding to eight (8) near the end of the first year of the contract. The equipment locations are City-wide, located at 1 of 5 fire stations.

## V. Scope of Services

The successful Provider(s) shall meet the following requirements and will provide all labor, equipment, and supplies to perform the services as outlined in this CSP.

### A. Vendor Qualifications

1. Provider shall have been actively engaged in fleet and/or fire apparatus maintenance and repair services for a minimum of five (5) years under its current name and in good standing with a track record of performance and must provide evidence of such. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order. Recent start-up businesses do not meet the requirements of this solicitation.

   NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise

2. Provider shall operate as an independent Provider and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.

3. Provider shall comply with all applicable governmental laws and regulations.

4. Fleet Qualifications

   a. Provider must have demonstrated experience servicing a wide range of vehicles.
   b. Provider must maintain a fully equipped service facility capable of performing comprehensive fleet maintenance, including diagnostics, engine repair, brake systems, and preventive maintenance.
   c. Provider must have access to appropriate tools, diagnostic equipment, and parts inventory to ensure timely service and minimal downtime.
   d. Provider must adhere to all federal, state, and local regulations regarding fleet operations, environmental compliance, and workplace safety.
   e. Provider must have implemented standardized safety procedures, including proper handling of hazardous materials and vehicle testing protocols.
   f. Provider must have the ability to provide scheduled preventive maintenance, emergency repairs.
   g. Provider must have demonstrated capacity to meet turnaround times and minimize fleet downtime.
   h. Provider's repair facility must be located within the Dallas-Ft. Worth area within 60 miles of Rowlett.

5. Fire Apparatus Qualifications

   a. Provider shall employ technicians who are qualified to perform the specific diagnostic check, maintenance or repair task, or performance tests specified in National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. The assigned technician(s) must possess the following minimum qualifications, as appropriate:

      1) Any person performing diagnostic checks, inspections or maintenance of fire apparatus shall meet the qualifications administered by the Emergency Vehicle Technician Certification Commission, Inc. (EVT) for Fire Apparatus Technician - Level 1 or higher and hold current certification. All work shall be performed in accordance with **NFPA 1910 Standards for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles and Marine Firefighting Vessels (Chapters 49–51)** or **NFPA 1071 Standard for Emergency Vehicle Technician Professional Qualifications**.
      2) Any person performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or EVT (Fire Apparatus) certification.
      3) Any person performing maintenance, repair, or performance testing of fire pumps, industrial supply pumps, or any component of the apparatus that is used in pump operations shall have current EVT (Fire Apparatus) Level 2 or Master Level 3 certification.

4) Any person performing maintenance, repair, or performance testing (excluding nondestructive testing) of fire apparatus aerial devices, or any component of the apparatus that is used in aerial device operations shall have current Master Level 3 certification as EVT (Fire Apparatus).
5) Any person performing nondestructive testing (NDT) required on fire apparatus aerial devices shall be certified as at least a Level II NDT Technician in the test method used, as specified in American Society for Nondestructive Testing, Inc. (NSNT) Standard CP-189, Standard for Qualification and Certification of Nondestructive Testing Personnel, current edition.

b. Provider shall have at a minimum (5) full-time Certified Emergency Vehicle Technicians on staff and available in the Dallas Ft. Worth area.

**B. Service Requirements**

1. Provider's repair facility must be located within the Dallas Ft. Worth area within 60 miles of Rowlett.

2. Provider for Scope of Work B (Fire Department) must have the ability to purchase E-One parts directly from E-One.

3. Provider must maintain a parts department with a good working stock of commonly needed parts.

4. Provider must have at least 2 fully equipped and stocked mobile response trucks for onsite repair needs.

5. Provider must maintain a staffed service coordinator in office Monday-Friday from 9:00am to 5:00pm.

6. Provider must have a staffed business office and billing department available Monday-Friday from 9:00am to 4:00pm.

7. Provider must have an emergency service contact person available to assist with the coordination and scheduling of needed emergency repairs 24 hours a day 7 days a week.

**C. Scope of Work**

1. Scope of Work A – Fleet Department, please reference Exhibit A

2. Scope of Work B – Fire Department, please reference Exhibit B

**D. Invoices and Payments**

1. The Provider shall submit an invoice for services immediately after the work is completed.

2. All invoices shall be submitted directly to the department and shall be itemized with unit

number, contracted unit prices and quantities for all work completed by the Provider.

3. Payment terms are net 30 days upon delivery and receipt of a proper invoice.

## VI. Insurance Requirements

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in **Exhibit C** to this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful vendor only.** Prior to the execution of this contract, the successful vendor will supply the Purchasing Office with an original certificate of insurance, evidencing the stated requirements and provisions. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

## VII. Submittals

In order for your proposal to be considered responsive, the following information should be submitted in the order outlined below. Failure to provide requested information may cause your proposal to be deemed non-responsive.

### A. Company Information (Label as Section A)

1. Company information should include a cover letter containing legal company name, address, telephone number, and number of years in business. Also include acknowledgement of all Addendums issued for this solicitation.

2. Include name of contact person authorized to submit a proposal and negotiate a contract on behalf of your firm, including telephone number and email address.

3. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order, if applicable.

4. Include proof of any required certifications as outlined in this CSP.

5. Vendors shall indicate whether they are submitting for Scope A, Scope B, or both.

### B. Experience

1. Outline your experience for organizations of similar size and same or similar scope of work as described in this CSP document.

### C. Fee Schedule

1. For Scope of Services A – Fleet, complete and submit the fee schedule (Attachment 1)

2. For Scope of Services B – Fire, complete and submit the fee schedule (Attachment 2)

### D. Business Information Worksheet

1. Complete and submit the Business Information Worksheet (Attachment 3)

### E. References Worksheet

1. Complete and submit the References Worksheet (Attachment 4)

### F. Additional Information

1. Proof of Insurance.

2. List any exceptions to the Standard Terms and Conditions of Procurement or the CSP requirements for the City's consideration. If none, please include a statement indicating there are no exceptions.

3. Proposal Certification Form (only required if submitting in hard copy).

## VIII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the vendor(s) that provides the best value to the City. The contract will be awarded based on the following evaluation criteria:

| Criteria | Description | Points |
|---|---|---|
| **Cost** | The total cost to provide all services, as evidenced in Article VII. Submittals, Section C. | 40 |
| **Location** | The distance from the repair facility to 4000 Main St., Rowlett, TX 75088, as evidenced in Article VII. Submittals, Section D. | 15 |
| **Experience** | Experience for organizations of similar size, and same or similar scope of work , as evidenced in Article VII. Submittals, Section B. | 25 |
| **Ability to Meet the City's Needs** | Ability to meet the City's needs, as evidenced in Article VII. Submittals, all sections. | 20 |
| **Total Points** | | **100** |

## IX. Interviews and Presentations

In fairness to all Providers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected Providers may or may not be requested by the City after the closing date.

Selection may be made strictly from the information provided in the CSP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

## X. Best and Final Offer

The City reserves the right to request a best and final offer from any or all Providers. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the City.

## XI. Questions Deadline

The City requires that all questions relating to this CSP be submitted in writing through bidnet, the City's eProcurement system, or to Suman Verma, Purchasing Agent, at sverma@rowlett.com by **12:00pm on Wednesday, February 18, 2026**. **No questions will be answered over the phone**. Questions in regard to the scope of services will only be accepted until the stated deadline. Any changes to the CSP Documents will be made by City in the form of a written Addendum. Any changes made in any other manner will not be binding upon the City, and proposer may not rely upon them.

## XII. Submission or Delivery of Proposal

**Proposals are due no later than Wednesday, February 25,2026 at 2:00pm.** Submissions will be received online, or in hard copy. Submitting a proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this CSP document.

The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

### A. Online Submission

1. Proposals may be submitted online through Bidnet, the City's eProcurement system, at the following link: https://www.bidnetdirect.com/texas/cityofrowlett.

2. Please ensure that you provide all required information, including attachments, uploaded where indicated in Bidnet.

### B. Mailed/Delivered Submission

1. Proposal must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.

2. Please submit one (1) unbound original of your proposal and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

**Delivery Address**
City of Rowlett
Attn: Purchasing Manager
4000 Main Street
Rowlett, TX 75088

**Mailing Address**
City of Rowlett
Attn: Purchasing Manager
PO Box 99
Rowlett, TX 75030-0099

**CSP 2026-02-A**
**FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**
**PROPOSAL CERTIFICATION FORM**

By submitting a proposal, the Vendor certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into negotiations for a contract for Janitorial Services for the Rowlett Community Centre. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Vendor as being non-responsive, or (ii) to accept the proposal of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

## A. FIRM INFORMATION

Legal Name of Vendor: _____

Tax ID Number: _____ Telephone No: _____

State of Formation: _____ Year of Formation: _____

Address: _____

_____

Contact Name and Title: _____

Contact Phone No: _____

Contact Email Address: _____

## B. CERTIFICATION

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Section VII. Submittals, Article F. Additional Information, Item 2. (if applicable).

**Signature of Authorized Representative:** _____

**Printed Name and Title of Authorized Representative:** _____

**Date of Certification:** _____

**EXHIBIT A**
**SCOPE OF WORK A**
**FLEET DEPARTMENT**

## A. General

The Provider shall furnish all necessary supervision, labor, tools, parts, equipment, and location required to perform inspections, maintenance, repairs, and testing of the Rowlett Fleet Department's Vehicles and Equipment. In addition, all services provided by the Provider shall be consistent with industry best practices, meet all applicable federal, state, and local standards, and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Provider shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

1. Facilities and Work Sites

   The Provider shall perform services, including inspection, maintenance, testing, and repair, at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a Fleet Department worksite without prior approval from the Rowlett Fleet Department or designated fleet supervisor.

   The Provider warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

2. Fleet Vehicle Security

   The Provider is responsible for the security of all units in its custody. The Provider is responsible for all costs associated with correcting damage while the unit is in the Provider's custody. While in the Provider's custody, vehicles shall be stored in a secure area.

3. Provider's Service Truck

   The Provider shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment, and parts sufficient to support the spot repair of Fleet vehicles and equipment. The technicians operating the trucks should be certified as required by the Contract, and capable of making repairs and logistic decisions in road call and on-site repair call situations.

## B. Maintenance Scheduling and Completion

1. Scheduling

   The Director/Supervisor of Fleet shall contact the Provider to schedule vehicles/equipment due for service. The location at which services will be performed shall be determined between the Director of Fleet and the Provider at the time when service is scheduled and confirmed. If services are to be performed at a City of Rowlett facility, the Provider shall provide the Director of Fleet with the time at which the Provider's service personnel will arrive to begin the service and an approximate time at which the service will be completed.

2. Notifications and Communication

It shall be the responsibility of the Director of Fleet to notify the affected department of scheduled service of apparatus/vehicles. In the event the Provider must pick up a vehicle at the Rowlett Department, the Provider shall check in with the on-duty staff, provide proper identification, and state the purpose of the visit. Upon completion of on-site services, the Provider shall check out with the on-duty staff and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention, and the status of the vehicle/equipment (in service or out of service). If the Fleet Director/Supervisor is not available after services, a paper form shall be left on the driver's seat of the vehicle/equipment indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention, and the status of the vehicle/equipment (in service or out of service).

3. Inspection and Maintenance Completion

The Provider is responsible for the timely inspection and maintenance of the Rowlett Fleet Department's vehicles/equipment and the return of each unit to an in-service status. Except for Priority and Non-Priority Repairs, the Rowlett Fleet Department expects that the Provider will have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete requested services at the time service is scheduled in an effort to reduce out-of-service and downtime of the Rowlett Fleet Department vehicles/equipment. The Rowlett Fleet Department performance standards for completing various work activities are as follows:

a. Semi-Annual and Preventive Maintenance: Performed at the Provider's facility. Maintenance will be performed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director/Supervisor of Fleet.

b. Annual Inspection, Testing and Preventive Maintenance: Annual Inspection, Testing, and Preventive Maintenance shall be performed at the Provider's facility. Annual Inspection, Testing, and Preventive Maintenance services shall be completed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of Fleet immediately.

c. Priority Repairs: If performed on-site, services shall be completed to minimize downtime and return the apparatus to full service as quickly as possible. If extended time is needed for repairs or the apparatus requires repair at the Provider's facility, the Provider shall notify the Director of fleet immediately.

d. Non-Priority Repairs: Non-priority repairs shall be resolved in coordination with regularly scheduled maintenance or at the discretion of the Director of Fleet to avoid unnecessary apparatus downtime. The Provider and the Director of Fleet will determine where these types of repairs will be performed. If additional time is needed for repairs, the Provider shall notify the Director of Fleet immediately.

## C. Level of Services to be Provided

1. The Fleet Department has established an in-house inspection regime for frontline and

reserve Fleet vehicles and equipment. These are daily, weekly and monthly operational inspections performed by Fleet personnel and are not work tasks included in this Scope of Work.

2. The following establishes the level of services that may be provided by the Provider. The Provider shall work with the Rowlett Fleet Department to determine the level of inspection and preventative maintenance and the required service interval for each Fleet vehicle that the Rowlett Fleet Department operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with vehicle and equipment component manufacturer's most severe service recommendation, generally accepted best industry practices, and any applicable federal, state, and local standards.

    a. Semi-Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all vehicle/equipment components and systems.
    b. Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all vehicle/equipment components and systems.
    c. Annual Performance and Certification Testing tracking and recommendations reminders may be supplied by the Provider. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours. Increased priority response expectation to the next available Provider unit.
    d. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected; however, it does not meet the criteria to warrant the vehicle/equipment be placed into an out-of-service status. Non-Priority Repairs will be approved by the Director of Fleet and handled by the Provider during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Director of Fleet.

3. Anytime services are completed on Rowlett Fleet Department, the results, findings and actions taken shall be documented by the Provider in a professional format. The Provider shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair, and test Rowlett Fleet Department apparatus. This documentation shall demonstrate that the Provider's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings, and actions taken, the service documentation shall contain the following information:

    a. Detailed Service Invoice
    b. Name or Identification of the technician that performed the services
    c. Parts descriptions and costs
    d. Location where services were performed
    e. Unit Designation
    f. Vehicle Number
    g. Vehicle/equipment Manufacturer

h. Vehicle/equipment Make
i. Manufacturer Job Number or Serial Number
j. Odometer Reading In
k. Vehicle Identification Number (VIN)
l. Engine Hours
m. User Department

## D. Vehicle Maintenance and Repair

1. General

The Provider shall perform scheduled preventive, recurring maintenance, repair, and replacement for the Fleet vehicles/equipment included in this Contract as directed by the Director of Fleet. All maintenance activities for this equipment shall comply with the manufacturer's recommendations, including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Director of Fleet.

2. Inspection and Preventive Maintenance Service

The objectives of inspection and preventative maintenance service are to ensure that: (a) Fleet vehicles/equipment safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service.

Recurring maintenance is the act of servicing a Fleet vehicles/equipment or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

3. Repair and Replacement

Repair is the necessary work to restore a Fleet vehicle/equipment or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts or better-quality brands and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Provider has a specific situation that warrants a request for a waiver, the provisions of Paragraph F. Parts, below, shall be followed.

a. Major Repairs

All major repairs not performed by the Provider shall be performed by a repair facility authorized by the manufacturer to perform such work.

b. Re-Assembly

The Provider shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and

clamping, pump system pressures and flows, hydraulic system pressures, hose, and orifice sizing.

c. Repair Approvals

The Provider shall have specific pre-approval from the Director of Fleet before completing repairs. In obtaining approval, the Provider shall advise the Director of Fleet before the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Provider. The estimate shall include the following:

- Estimated time
- Parts cost

d. Modifications

No modifications may be made by the Provider to any component, system, or piece of equipment maintained under any resulting Contract unless, and until, specific authorization is provided by the Director of Fleet. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Rowlett Fleet Department approval.

4. Vehicle or Equipment Damage

No accident damage may be repaired until the Provider receives authorization from the Rowlett Fleet Department. Any damage noted by the Provider during an inspection shall be immediately reported to the Director of Fleet. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage, and an estimated cost of repair.

The Provider is responsible for all costs of repair for any accident damage incurred while the Provider has custody of the vehicle.

5. Repair Facilities

If the Provider receives authorization to repair accident damage, the Provider shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems, and components to its original configuration, appearance, and structural integrity; and meeting all OEM specifications for the equipment. The Provider may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. A pre-approved cost estimate, schedule, and individual work order for the damage repair tasks are also required before Fleet approval.

## E. Emergency Call Response for Priority Repairs

1. General

A call for Priority Repair Service indicates that the vehicle/equipment has been placed in an out-of-service status due to mechanical breakdown and/or component failure, which has rendered the vehicle/equipment unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Provider to evaluate the situation from the next available Provider onsite response truck to decide on the best course of action, and/or take the

necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

2. Emergency Contact
The Provider shall have an individual accessible by phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The Provider is required to respond at that time. The Provider will provide the Director of Fleet with an estimated on-scene response time.

3. Wrecker Service
The City of Rowlett will coordinate with area wrecker services. If an apparatus requires wrecker service, the Rowlett Fleet Department shall coordinate this service and the location to which the apparatus shall be towed.

## F. Parts

1. Parts Inventory
The Provider may maintain a reasonable, regularly needed parts inventory level at its facility to assure timely repair of the Rowlett Fleet Department vehicles/equipment. The Provider-supplied inventory shall remain the property of the Provider upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance before the actual service. Mark-up on parts shall not exceed 25%. Provider shall show proof of markup on request.

2. Tires
The Rowlett Fleet Department has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Rowlett Fleet Department. The Provider's role in tire replacement is to recommend when tire replacement is necessary.

3. Provider-Furnished Parts
The Provider shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

a. Part Number
b. Part Description and
c. Unit Price of Part

4. Core Accounting
The Provider is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Provider's parts supplier denies a core charge, the Provider may provide documentation verifying that denial, a copy of the work order, and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Director of Fleet.

## G. Warranties

1. Warranty Repairs

The Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Rowlett Fleet Department shall communicate the warranty status of all apparatus. The Provider shall notify the Director of Fleet when a warranty repair is required and work with the Director of the Fleet to determine the best course of action. The Director of the Fleet will determine if the Provider is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Provider fails to acknowledge a warranty repair and/or notify the Rowlett Fleet Department before proceeding with the repair, the Provider shall be responsible for the labor and parts associated with the repair.

2. Provider Repair Warranty

The Provider shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Provider shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Provider in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles, or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,500.

3. Original Equipment Manufacturer (OEM) Warranty

If the Provider is a dealer or distributor of the part or component being repaired or replaced, the Provider will, at no cost to the Rowlett Fleet Department, recapture the warranty from the OEM. If that repair or part has been charged to the Rowlett Fleet Department, the Provider will credit that cost to the Rowlett Fleet Department account. The Rowlett Fleet Department will reduce any outstanding Provider invoices by the amount of the credit. If the Provider is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Provider. This includes recapturing any costs to the Provider from the warranting entity.

4. Warranty Claims

The Provider shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Provider shall be responsible for pursuing claims that have been denied, at the direction of the Director of Fleet.

5. Vehicle Record Files

The Provider shall establish and maintain an individual folder for each piece of Fleet apparatus being serviced in this Contract. The folders will be available for review by the Rowlett Fleet Department during normal business hours. The folders are to be numbered with the unit identification number and filed numerically. All information about that unit will be included in the folder, including, but not limited to:

a. Maintenance Requests
b. Work Orders and other Maintenance Actions
c. Completed Inspection Checklists
d. Documentation of all repairs performed along with the associated recommendation checklist.

**EXHIBIT B**
**SCOPE OF WORK B**
**FIRE DEPARTMENT**

## A. General

The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repairs and testing of the Rowlett Fire Departments fire apparatus. All services performed by the Contractor shall meet the current National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and 1910 standard for the inspection, maintenance, refurbishment, testing, and retirement of in-service emergency vehicles and marine firefighting vessels, consolidating several foundational safety documents into one comprehensive guideline. in coordination with the DOT (Department of Transportation) current regulations. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in- service status.

1. Facilities and Work Sites

   The Provider shall perform services, including inspection, maintenance, testing and repair, at their facility, or a City facility if directed otherwise. No apparatus/vehicle shall be taken from a Fire Department worksite without prior approval from the Rowlett Fire Department Chief or his designated fleet director.

   The Provider warrants that its facility complies with all applicable local, state and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

2. Fire Apparatus and Ambulance Security

   The Provider is responsible for the security of all units in its custody. The Provider is responsible for all costs associated with correcting damage while the unit is in the Provider's custody. While in the Provider's custody, apparatus/vehicles shall be stored inside, in a temperature-controlled environment.

3. Provider's Service Truck

   The Provider shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment and parts sufficient to support the spot repair of fire apparatus. The technicians operating the trucks should be certified as required by the Contract, including certification under **NFPA 1071, Standard for Emergency Vehicle Technician Professional Qualifications**

## B. Maintenance Scheduling and Completion

1. Scheduling

The Director of fire fleet shall contact the Provider to schedule apparatus/vehicles due for service. The location at which services will be performed shall be determined between the Director of Fire Fleet and the Provider at the time when service is scheduled and confirmed. If services are to be performed at a City of Rowlett facility, the Provider shall provide the Director of Fire Fleet with the time at which the Provider's service personnel will arrive to begin the service and an approximate time in which the service will be completed.

2. Notifications and Communication

It shall be the responsibility of the Director of fire fleet to notify the affected Fire Station Officer, Shift Battalion Chief and station personnel of scheduled service of apparatus/vehicles. In the event the Provider must pick- up a piece of apparatus at a Rowlett fire station, the Provider shall check in with the on-duty Fire Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Provider shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). In the event that the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

3. Inspection and Maintenance Completion

The Provider is responsible for the timely inspection and maintenance of the Rowlett Fire Department fire apparatus and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the Rowlett Fire Department that the Provider have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the Rowlett Fire Department apparatus. The Rowlett Fire Department performance standards for completing various work activities are as follows:

a. Semi-Annual and Preventative Maintenance: Performed at the Provider's facility. Maintenance will be performed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of fire fleet.

b. Annual Inspection, Testing and Preventative Maintenance: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Provider's facility. Annual Inspection, Testing and Preventative Maintenance services shall be completed beginning to end, minimizing delays, to ensure the fastest turnaround possible. If deficiencies are encountered that will require additional time to repair, the Provider shall notify the Director of fire fleet immediately.

c. Priority Repairs: If performed on-site, services shall be completed to minimize down time and return apparatus back to full service, as quickly as possible. If extended time is needed for repairs or apparatus requires repair at the Provider's

facility, the Provider shall notify the Director of fleet immediately.

d. Non-Priority Repairs: Non-priority repairs shall be resolved in coordination with regularly scheduled maintenance or at the discretion of the Director of Fire Fleet to avoid unnecessary apparatus down time. The Provider and the Director of fire fleet will determine where these types of repairs will be performed. If additional time is needed for repairs the Provider shall notify the Director of fire fleet immediately.

## C. Level of Services to be Provided

1. The Chief has established an in-house inspection regime for frontline and reserve fire apparatus. These are daily, weekly and monthly operational inspections performed by fire personnel and are not work tasks included in this Scope of Work.

2. The following establishes the level of services to be provided by the Provider. The Provider shall work with the Rowlett Fire Department to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus that the Rowlett Fire Department operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1910,1911 and the DOT, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

   a. Semi Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
   b. Annual Inspection and Preventative Maintenance – Includes inspection and preventative maintenance that may be required for all apparatus components and systems.
   c. Annual Performance and Certification Testing tracking and recommendations reminders will be supplied by the Provider. Note: Third party annual certification testing will be utilized when necessary.

      1) Performance Testing of Low Voltage Electrical Systems (NFPA 1911, Chapter 17)
      2) Performance Testing of Aerial Devices (NFPA 1911, Chapter 19)
      3) Performance Testing of Line Voltage Electrical Systems (NFPA 1911, Chapter 22)
      4) Performance Testing of Fire Pumps (NFPA 1911 Chapter 18)

   d. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours. Increased priority response expectation to next available Provider unit available.

   e. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out of service status. Non- Priority Repairs will be

approved by the Director of fire fleet and handled by the Provider during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Director of Fire Fleet.

3. Anytime services are completed on Rowlett Fire Department, the results, findings and actions taken shall be documented by the Provider in a professional format. The Provider shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test Rowlett Fire Department apparatus. This documentation shall demonstrate that the Provider's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

   a. Date services were performed
   b. Name or Identification of the technician that performed the services.
   c. Location where services were performed.
   d. Unit Designation
   e. Vehicle Number
   f. Apparatus Manufacturer
   g. Apparatus Make
   h. Manufacturer Job Number or Serial Number
   i. Odometer Reading Out
   j. Vehicle Identification Number (VIN)
   k. Engine Hours
   l. User Department

## D. Vehicle Maintenance and Repair

1. General

   The Provider shall perform scheduled preventive, recurring maintenance, repair and replacement services for the fire apparatus included in this Contract, as directed by the Director of fire fleet. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties requirements, and with the applicable provisions of **NFPA 1910, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles*, and NFPA 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus***. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the Director of fire fleet.

2. Inspection and Preventive Maintenance Service

   The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil, transmission fluid and coolant. Fluid samples shall

be taken at each oil change interval and tested at a laboratory.

3. Recurring Maintenance

Recurring maintenance is the act of servicing a fire apparatus or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

4. Repair and Replacement

Repair is the necessary work to restore a fire apparatus or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts or better-quality brands and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Provider has a specific situation that warrants a request for a waiver, the provisions of Paragraph F. Parts, below, shall be followed.

a. Major Repairs

All major repairs not performed by the Provider shall be performed by a repair facility authorized by the manufacturer to perform such work.

b. Re-Assembly

The Provider shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts.

c. Repair Approvals

The Provider shall have specific pre-approval from the Director of fire fleet prior to completing repairs. In obtaining approval, the Provider shall advise the of Director of fire fleet prior, the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Provider. The estimate shall include the following:

- Estimated time
- Parts cost
- Labor cost
- Shop cost

5. Modifications

No modifications may be made by the Provider to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific authorization is provided by the Director of fire fleet. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Rowlett Fire Department approval.

6. Apparatus or Equipment Damage

No accident damage may be repaired until the Provider receives authorization from the Rowlett Fire Department. Any damage noted by the Provider during an inspection shall be immediately reported to the Director of fire fleet. The e-mail or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair.
The Provider is responsible for all costs of repair for any accident damage incurred while the Provider has custody of the vehicle.

7. Repair Facilities

If the Provider receives authorization to repair accident damage, the Provider shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Provider may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to the City. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.

## E. Emergency Call Response for Priority Repairs

1. General

A call for Priority Repair Service indicates that the apparatus has been placed in an out of service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Provider to evaluate the situation from the next available Provider onsite response truck to decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. **Priority repair determinations, including out-of-service conditions, shall follow the criteria established in NFPA 1910 and NFPA 1911.**

2. Emergency Contact

The Provider shall have an individual accessible by phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. Provider is required to respond at that time. The Provider will provide the Director of fire fleet with an estimated on- scene response time.

3. Wrecker Service

The City of Rowlett will coordinate with area wrecker services. In the event that an apparatus requires wrecker service, the Rowlett Fire Department shall coordinate this service and the location to which the apparatus shall be towed.

## F. Parts

1. Parts Inventory

The Provider shall maintain a reasonable regularly needed parts inventory levels at its facility

to assure timely repair of the Rowlett Fire Department fire apparatus. The Provider-supplied inventory shall remain the property of the Provider upon completion of the Contract term. Parts and materials shall be on hand to complete scheduled maintenance prior to the actual service. Mark-up on parts shall not exceed 25. Provider shall show proof of mark-up on request.

2. Tires

The Rowlett Fire Department has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Rowlett Fire Department. The Provider's role in tire replacement is to recommend when tire replacement is necessary, in accordance with applicable DOT regulations and manufacturer recommendations.

3. Provider-Furnished Parts

The Provider shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

a. Part Number
b. Part Description
c. Unit Price of Part

4. Core Accounting

The Provider is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the County. If the Provider's parts supplier denies a core charge, the Provider may provide documentation verifying that denial, and a copy of the work order and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Director of fire fleet.

## G. Warranties

1. Warranty Repairs

The Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Rowlett Fire Department shall communicate the warranty status of all apparatus. The Provider shall notify the Director of fire fleet when a warranty repair is required and work with the Director of the fire fleet to determine the best course of action. The Director of the fire fleet will determine if the Provider is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Provider fails to acknowledge a warranty repair and/or notify the Rowlett Fire Department prior to proceeding with the repair, the Provider shall be responsible for the labor and parts associated with the repair.

2. Provider Repair Warranty

The Provider shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Provider shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Provider in-house rebuild, the warranty

shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,500.

3. Original Equipment Manufacturer (OEM) Warranty

If the Provider is a dealer or distributor of the part or component being repaired or replaced, the Provider will, at no cost to the Rowlett Fire Department, recapture the warranty from the OEM. If that repair or part had been charged to the Rowlett Fire Department, the Provider will credit that cost to the Rowlett Fire Department account. The Rowlett Fire Department will reduce any outstanding Provider invoices by the amount of the credit. If the Provider is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Provider. This includes recapturing any costs to the Provider from the warranting entity.

4. Warranty Claims

The Provider shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Provider shall be responsible for pursuing claims that have been denied, at the direction of the Director of fire fleet.

5. Vehicle Record Files

The Provider shall establish and maintain an individual folder for each piece of fire apparatus being serviced in this Contract. The folders will be available for review by the Rowlett Fire Department during normal business hours. The folders are to be numbered with the unit identification number and be filed numerically. All information pertaining to that unit will be included in the folder, including, but not limited to:

a. Maintenance Requests.
b. Work Orders and other Maintenance Actions.
c. Completed Inspection Checklists.
d. Documentation of all repairs performed, along with the associated recommendation checklists.

**EXHIBIT C**
**STANDARD INSURANCE REQUIREMENTS**

Company shall procure and maintain for the duration of the contract insurance coverages outlined herein which may arise from or be in connection with the performance of the work here under by the Company, his agents, representatives, employees or sub-providers. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

## 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each sub-provider employed by Company to purchase and maintain insurance of the type specified herein or cover such sub-provider under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

## 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Providers<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

| Contracts between $1,000,000 and $8,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Providers<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12,

CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any sub-provider from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

**Attachment 1**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services A - Fleet Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | % |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

**Attachment 2**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services B - Fire Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | % |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | | | |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

# Attachment 3
# Business Information Worksheet

**Vendor Information**

Number of employees: Full time _____ Number of employees: Part time: _____

Physical location of repair facility (full address, including city, state & zip code):

Distance between repair facility and 4000 Main St., Rowlett, TX 75089: _____

Do you have a service truck? Yes ☐ No ☐

Explain facility security features and how the City's units will be secured:

**Vendor Contacts**

The successful vendor(s) must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

**Subcontractor Information**

Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City prior to commencement of work.**

Name: _____

Type of Work: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

# **Attachment 4 -** References Worksheet
# CSP No. 2026-02-A

Please provide at least five (5) verifiable references for same or similar services as the City has specified in the solicitation, in the spaces provided below.

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
_____
Email Address: _____
Phone: _____
Contract Date: _____
Description of Services: _____

EXHIBIT B
CONTRACTOR'S PROPOSAL

**City of Rowlett Purchasing Office**
**Addendum No. 1**
**Issued February 24, 2026**

| | |
|---|---|
| **CSP No:** | **2026-02-A** |
| **CSP Title:** | **Fleet and Fire Apparatus Maintenance and Repair Services** |
| **Proposals Due:** | **03/04/2026 @ 2:00pm** |

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the CSP:

**Changes**

1. **Change to proposal due date:**

   Proposals are due no later than Wednesday, March 4, 2026, at 2:00pm.

2. **Change to the public opening link:**

   Submittals will be publicly opened and read in compliance with statutory requirements at 2:30pm (CT). on the day submittals are due. Only the names of the providers submitting a response will be disclosed. The public opening will be conducted online as follows:

   | | |
   |---|---|
   | Meeting ID: | 296 835 599 279 86 |
   | Passcode: | eK7UZ3VA |
   | Link: | https://teams.microsoft.com/meet/29683559927986?p=dqrtAXl42cyzF3Rml4 |

For vendors who have already submitted a response and feel this addendum may change their response, you may pick up your submission and return it prior to March 4, 2026, by 2:00pm. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum in the appropriate space of the Certification Form if you have not previously submitted a response.

For questions regarding this addendum contact:

**Suman Verma**
**Purchasing Agent**
**(469) 969-2417**
**sverma@rowlett.com**

Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

February 24, 2026

The City of Rowlett Purchasing Division

4000 Main Street

Rowlett, TX 75088

Re: RFP # 2026-02-A Fire Apparatus Maintenance and Repair Services/Experience

To Whom it May Concern,

Metro Fire Apparatus Specialists, Inc. has been in business since 1986, has provided Rowlett Fire Department with apparatus repair services since 2008 and has been the primary service provider for Rowlett Fire Department since 2020. The company employs 126 fulltime employees of which 50 are directly associated with providing fire truck parts and service across the state of Texas from facilities in Mansfield, Houston, South Houston and San Marcos. The company's technicians have vast experience spanning decades and they continuously train to advance their knowledge.

Service Personnel:

i. Business Owner - Craig N. Russell
ii. Service Director - Todd Chapman
iii. Service Manager – Kaleb Hazard
iv. Service Writer - Carlos Villarruel
v. Parts Manager - Sam Gonzalez
vi. Number of Employees
    1. 50 total employees affiliated with apparatus service
        i. 13 Service Technicians (see attached certifications)
        ii. 2 mobile technicians – operating in fully equipped service trucks with computer-based diagnostic, HVAC, welding and other equipment necessary to perform service afield
        iii. 2 certified welders

Please contact me directly with any questions you may have pertaining to this proposal.

Thank you for your consideration,

Todd Chapman

Service Director
Metro Fire Apparatus Specialists, Inc.
TCHPMAN@MFAS.COM

**ASE Certification Status**

Created: February 23, 2026

9:11:59 AM

Chapman, Todd E.

Dripping Springs, TX 78620-5114

ASE ID: ASE-1778-8477

This individual currently has the ASE certification status shown below:




Current ASE Designations

| Certificates |
|---|
| Master Automobile Technician |
| Advanced Level Specialist |
| Master Medium/Heavy Truck Technician |

ASE Certification Details

| Test | Description | Expiration | Status |
|---|---|---|---|
| A1 | Engine Repair | 12/31/2029 | Current |
| A2 | Automatic Transmission/Transaxle | 12/31/2029 | Current |
| A3 | Manual Drive Train & Axles | 12/31/2029 | Current |
| A4R | Suspension & Steering Recert | 12/31/2029 | Current |
| A5R | Brakes Recert | 12/31/2029 | Current |
| A6R | Electrical/Electronic Systems Recert | 12/31/2027 | Current |
| A7R | Heating & Air Conditioning Recert | 12/31/2027 | Current |
| A8 | Engine Performance | 12/31/2029 | Current |
| A9R | Light Vehicle Diesel Engines Recert | 12/31/2027 | Current |
| L2R | Electronic Diesel Engine Diagnosis Recert | 12/31/2029 | Current |
| T1R | Gasoline Engines Recert | 06/30/2030 | Current |
| T2R | Diesel Engines Recert | 06/30/2027 | Current |
| T3R | Drive Train Recert | 06/30/2027 | Current |
| T4R | Brakes Recert | 12/31/2027 | Current |

| | | | |
|---|---|---|---|
| T5R | Suspension & Steering Recert | 12/31/2029 | Current |
| T6R | Electrical/Electronic Systems Recert | 06/30/2027 | Current |
| T7R | Heating Ventilation & Air Conditioning Recert | 06/30/2027 | Current |
| T8R | Preventive Maintenance & Inspection (PMI) Recert | 06/30/2030 | Current |

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. Refer to the ASE Work Experience Requirements Important Information section for details or submit the ASE Work Experience Form at https://workexp.ase.com.

An expired certification can be reinstated by taking and passing the corresponding recertification test. Please contact us if you have any questions.

Sincerely,

ASE Customer Service

800-390-6789

703-669-6609

contactus@ase.com

*Emergency Vehicle Technician* *Certification Commission, Inc.*

*P.O. Box 894 Dundee, IL 60118 847-426-4075 Fax 847-426-4076*
*web address: www.evtcc.org*

Todd Chapman
Metro Fire
18141 Compass Circle
Dripping Springs, TX 78620 TCHAPMAN@MFAS.COM

| Listed below are your certifications and expirations dates | Expiration Date |
|---|---|
| **Maintenance, Inspection, & Testing of Fire Apparatus** | **10/19/2029** |
| **Design & Performance Standards of Fire Apparatus** | **10/19/2029** |
| **Fire Pumps and Accessories** | **10/19/2029** |
| **Fire Apparatus Electrical Systems** | **10/19/2029** |
| **Advanced Electrical Systems** | **07/24/2030** |
| **Aerial Fire Apparatus** | **03/21/2030** |
| **Allison Automatic Transmissions** | **03/21/2030** |
| **Foam Systems** | **10/17/2030** |
| **Hydraulic Systems** | **10/17/2030** |
| **Driver Operator 1 Inspection** | **10/19/2029** |

EVT Certificates are valid for five years. To keep EVT Certifications current, you must pass a recertification exam. Recertification exams may be taken for up to two years following the expiration date. A maximum of six recertification or two regular or a combination of one regular & three recertification exams may be taken at a time.

| Listed below are your level certifications and expirations dates | Expiration Date |
|---|---|
| **LEVEL I FIRE APPARATUS TECHNICIAN** | **10/31/2029** |
| **LEVEL II FIRE APPARATUS TECHNICIAN** | **10/31/2029** |
| **MASTER FIRE APPARATUS TECHNICIAN** | **03/31/2030** |

To keep your Level Certifications current, you must maintain both the EVT and ASE Certifications. If your level certification expires, send in a new Level Application Form along with copies of the required ASE certifications. The EVT Level Application Form can be downloaded from www.evtcc.org.

# For test dates, test site locations and to register for exams go to www.evtcc.org

# Emergency Vehicle Technician

## Certification Commission, Inc.

# Lorenzo Aguilar

is certified in the areas listed below:

| | Expires: |
|---|---|
| **Maintenance, Inspection, & Testing of Fire Apparatus** | **03/15/2029** |

Kevin Roberts, President

*Emergency Vehicle Technician* EVT *Certification Commission, I*

*P.O. Box 894 Dundee, IL 60118 847-426-4075 Fax: 847-426-4076*
*web address: www.evtcc.org*

ovember 2, 2023

Bryan Dusenbury
Metro Fire Apparatus
9044 Elbe Trl
Fort Worth, TX 76118

*xam 1:* **F4 Fire Apparatus Electrical Systems**
Test Date: **10/06/2023** Points: 73 Percent: 74 Status: **PASS**

*Exam 2:* **F5 Aerial Fire Apparatus**
Test Date: **10/06/2023** Points: 72 Percent: 75 Status: **PASS**

Above are the results of the EVT Certification Exams which you recently completed. A result of 70% or greater is required pass the exams. Congratulations, you passed your exam(s)!

Enclosed is a test certificate identifying the EVT exams which you have successfully completed. Also enclosed are an exam registration form, a list of exam locations & dates, a patch order form, and a level certification application form.

If you have completed the required ASE exams to obtain level certification, your next step is to fill in the enclosed level application form. Please be sure to include all requested information pertaining to the ASE Program with a copy of each applicable ASE certificate and submit to the EVT office. Each time you meet the requirements for a new level, you must complete the portion of the level application form that is applicable to your new level. If you need information regarding the ASE Program, you may contact ASE at:

**l Institute for Automotive Service Excellence**
**eal Drive**
**/A 20175**
**600**

*Emergency Vehicle Technician* EVT *Certification Commission, Inc.*

*P.O. Box 894 Dundee, IL 60118 847-426-4075 Fax 847-426-4076*
*web address: www.evtcc.org*

Jose Fiscal
Metro Fire
1023 Valley Brook
Grand Prairie, TX 75052

JOFISCAL@MFAS.COM

| Listed below are your certifications and expirations dates | Expiration Date |
|---|---|
| **Maintenance, Inspection, & Testing of Fire Apparatus** | **10/18/2030** |

EVT Certificates are valid for five years. To keep EVT Certifications current, you must pass a recertification exam. Recertification exams may be taken for up to two years following the expiration date. A maximum of six recertification or two regular or a combination of one regular & three recertification exams may be taken at a time.

To keep your Level Certifications current, you must maintain both the EVT and ASE Certifications. If your level certification expires, send in a new Level Application Form along with copies of the required ASE certifications. The EVT Level Application Form can be downloaded from www.evtcc.org.

## For test dates, test site locations and to register for exams go to www.evtcc.org

# Emergency Vehicle Technician

## Certification Commission, Inc.

EST.1989 EVT

EST.1989 EVT

## Juan Fiscal

is certified in the areas listed below:

Expires:

**03/17/2028**

**Allison Automatic Transmissions**

Kevin Roberts, President

# Emergency Vehicle Technician

## Certification Commission, Inc.

EST.1989 EVT

EST.1989 EVT

# Kaleb Hazard

is certified in the areas listed below:

| | Expires: |
|---|---|
| **Management Level I Supervisor** | **03/17/2028** |

Kevin Roberts, President

# Emergency Vehicle Technician

## Certification Commission, Inc.

# Rigoberto Martinez

is certified in the areas listed below:

| | Expires: |
|---|---|
| **Maintenance, Inspection, & Testing of Fire Apparatus** | **03/17/2028** |
| **Design & Performance Standards of Fire Apparatus** | **03/25/2027** |
| **Fire Pumps and Accessories** | **03/17/2028** |
| **Foam Systems** | **03/23/2023** |
| **Hydraulic Systems** | **10/05/2023** |

Kevin Roberts, President

*Emergency Vehicle Technician* EVT *Certification Commission, Inc.*

*P.O. Box 894 Dundee, IL 60118 847-426-4075 Fax 847-426-4076*
*web address: www.evtcc.org*

Isaac McKain
Metro Fire
800 W Spurgeon St
Fort Worth, TX 76115 imckain@mfas.com

| Listed below are your certifications and expirations dates | Expiration Date |
|---|---|
| **Maintenance, Inspection, & Testing of Fire Apparatus** | **09/26/2030** |
| **Design & Performance Standards of Fire Apparatus** | **03/25/2027** |
| **Fire Pumps and Accessories** | **03/17/2028** |
| **Fire Apparatus Electrical Systems** | **10/06/2028** |
| **Advanced Electrical Systems** | **03/15/2029** |
| **Aerial Fire Apparatus** | **10/15/2027** |
| **Allison Automatic Transmissions** | **03/21/2030** |
| **Foam Systems** | **03/15/2029** |
| **Design & Performance Standards of Aircraft Rescue & Fire-Fighting Vehicles** | **03/21/2030** |
| **Chassis and Vehicle Components of Aircraft Rescue and Fire-Fighting Vehicles** | **05/17/2030** |
| **Driver Operator 1 Inspection** | **09/26/2030** |

EVT Certificates are valid for five years. To keep EVT Certifications current, you must pass a recertification exam. Recertification exams may be taken for up to two years following the expiration date. A maximum of six recertification or two regular or a combination of one regular & three recertification exams may be taken at a time.

To keep your Level Certifications current, you must maintain both the EVT and ASE Certifications. If your level certification expires, send in a new Level Application Form along with copies of the required ASE certifications. The EVT Level Application Form can be downloaded from www.evtcc.org.

## For test dates, test site locations and to register for exams go to www.evtcc.org

# Emergency Vehicle Techni

## Certification Commission, Inc.

# Stephen Pena

is certified in the areas listed below:

| | Expires: |
|---|---|
| **Maintenance, Inspection, & Testing of Fire Apparatus** | **07/24/2026** |
| **Design & Performance Standards of Fire Apparatus** | **06/05/2026** |
| **Fire Pumps and Accessories** | **02/22/2025** |
| **Fire Apparatus Electrical Systems** | **06/05/2026** |
| **Aerial Fire Apparatus** | **06/05/2026** |
| **Allison Automatic Transmissions** | **06/05/2026** |

Kevin Roberts, President

**Stephen Pena**

Grand Prairie

National Institute for AUTOMOTIVE SERVICE EXCELLENCE

Pass

**Test Date:** Aug 06, 2022
**Confirmation Number:** 0000000099614528
**ASE ID:** ASE-1266-6812

# T2R M/H Truck: Diesel Engines Recert

Your score is 24 (Pass). The total score needed to pass T2R M/H Truck: Diesel Engines Recert is 17 out of 28.

| | Questions Answered Correctly | Total Number of Scored Questions |
|---|---|---|
| A. General Engine Diagnosis | 5 | 6 |
| B. Cylinder Head and Valve Train Diagnosis and Repair | 1 | 2 |
| C. Engine Block Diagnosis and Repair | 3 | 3 |
| D. Lubrication and Cooling Systems Diagnosis and Repair | 3 | 3 |
| E. Air Induction and Exhaust Systems Diagnosis and Repair | 3 | 3 |
| F. Fuel System Diagnosis and Repair | 7 | 8 |
| G. Starting and Charging System Diagnosis and Repair | 1 | 2 |
| H. Engine Brakes | 1 | 1 |
| **Total** | **24** | **28** |

0313
8/16/2022
JF

F4ZQFWVWXV7Q

This exam was delivered by PROMETRIC

*Visit https://scorereports.prometric.com to validate*

**Stephen Pena**

Grand Prairie

National Institute for AUTOMOTIVE SERVICE EXCELLENCE

Pass

**Test Date:** Aug 06, 2022
**Confirmation Number:** 0000000099614529
**ASE ID:** ASE-1266-6812

# T4R M/H Truck: Brakes Recert

Your score is 20 (Pass). The total score needed to pass T4R M/H Truck: Brakes Recert is 1( out of 25.

| | Questions Answered Correctly | Total Number of Scored Questions |
|---|---|---|
| A. Air Brakes Diagnosis and Repair | 14 | 17 |
| B. Hydraulic Brakes Diagnosis and Repair | 4 | 6 |
| C. Air and Hydraulic Antilock Brake Systems, Traction and Stability Controls | 2 | 2 |
| **Total** | **20** | **25** |

Most ASE tests include some non-scored research questions that are not counted in your total score. Keep in mind that you pass or fail based on your total score. Your test results are subject to verification by ASE. Please allow two business days for your online records to be updated with this test result. ASE reserves the right to cancel any test score, bar participation in the ASE program, or revoke certification if there is any reason to suspect the validity of the score or any violation of ASE policies before, during, or after the test.

WORK EXPERIENCE REQUIREMENT
To become ASE certified, you must pass an ASE test and have the required relevant hands on work experience. You can access important information, instructions, and the work experience form at www.ase.com/expform.

0313
8/16/22
JF

KCKDNVJRQNHQ

This exam was delivered by PROMETRIC

*Visit https://scorereports.prometric.com to validate*

**Stephen Pena**

Grand Prairie

National Institute for AUTOMOTIVE SERVICE EXCELLENCE

Pass

**Test Date:** Aug 06, 2022
**Confirmation Number:** 0000000099614530
**ASE ID:** ASE-1266-6812

# T6R M/H Truck: Electrical/Electronic Systems Recert

Your score is 21 (Pass). The total score needed to pass T6R M/H Truck: Electrical/Electroni Systems Recert is 16 out of 25.

| | Questions Answered Correctly | Total Number of Scored Questions |
|---|---|---|
| A. General Electrical/Electronic System Diagnosis | 5 | 7 |
| B. Battery and Starting System Diagnosis and Repair | 4 | 5 |
| C. Charging System Diagnosis and Repair | 3 | 4 |
| D. Lighting Systems Diagnosis and Repair | 3 | 3 |
| E. Related Vehicle Systems Diagnosis and Repair | 6 | 6 |
| **Total** | **21** | **25** |

Most ASE tests include some non-scored research questions that are not counted in your total score. Keep in mind that you pass or fail based on your total score. Your test results are subject to verification by ASE. Please allow two business days for your online records to be updated with this test result. ASE reserves the right to cancel any test score, bar participation in the ASE program, or revoke certification if there is any reason to suspect the validity of the score or any violation of ASE policies before, during, or after the test.

WORK EXPERIENCE

0313
8/16/22
JF

89K6F7X87QTQ

This exam was delivered by PROMETRIC

*Visit https://scorereports.prometric.com to validate*

**Stephen Pena**

Grand Prairie

National Institute for AUTOMOTIVE SERVICE EXCELLENCE

Pass

**Test Date:** Aug 06, 2022
**Confirmation Number:** 0000000099614531
**ASE ID:** ASE-1266-6812

# T7R M/H Truck: Heating, Ventilation and A/C Recert

Your score is 15 (Pass). The total score needed to pass T7R M/H Truck: Heating, Ventilation and A/C Recert is 13 out of 20.

| | Questions Answered Correctly | Total Number of Scored Questions |
|---|---|---|
| A. HVAC Systems Diagnosis, Service, and Repair | 2 | 3 |
| B. A/C System and Component Diagnosis, Service, and Repair | 7 | 10 |
| C. Heating and Engine Cooling Systems Diagnosis, Service, and Repair | 3 | 3 |
| D. Operating Systems and Related Controls Diagnosis and Repair | 3 | 4 |
| **Total** | **15** | **20** |

Most ASE tests include some non-scored research questions that are not counted in your total score. Keep in mind that you pass or fail based on your total score. Your test results are subject to verification by ASE. Please allow two business days for your online records to be updated with this test result. ASE reserves the right to cancel any test score, bar participation in the ASE program, or revoke certification if there is any reason to suspect the validity of the score or any violation of ASE policies before, during, or after the test.

0313
08/08/22
JF

DNYRKL9ZRVGQ

This exam was delivered by PROMETRIC

*Visit https://scorereports.prometric.com to validate*

# Emergency Vehicle Technician

## Certification Commission, Inc.

# Stephen Pena

is certified in the areas listed below:

| | Expires: |
|---|---|
| **Design & Performance Standards of Fire Apparatus** | **06/05/2026** |
| **Fire Pumps and Accessories** | **02/22/2025** |
| **Fire Apparatus Electrical Systems** | **06/05/2026** |
| **Aerial Fire Apparatus** | **06/05/2026** |
| **Allison Automatic Transmissions** | **06/05/2026** |

Kevin Roberts, President

*Emergency Vehicle Technician* ***EVT*** *Certification Commission, Inc.*

***P. O. Box 894 Dundee, IL 60118 847-426-4075 Fax 847-426-4076***
***web address: www.evtcc.org***

Roberto Martinez
Metro Fire
2310 Marlen Ave
Pasadena TX 77502

rmartinez@mfas.com

| Listed below are your certifications and expiration dates. | expiration date: |
|---|---|
| **Maintenance, Inspection, & Testing of Fire Apparatus** | **07/24/2026** |
| **Design & Performance Standards of Fire Apparatus** | **07/22/2022** |
| **Fire Pumps and Accessories** | **07/24/2026** |
| **Fire Apparatus Electrical Systems** | **07/23/2021** |

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## For test dates, test site locations and to register for exams go to www.evtcc.org

Note to EVT Level I, II, or Master EVT Technicians: To keep your Level Certifications current, you must maintain both the EVT and ASE Certifications. If your level certification expires, send in a new Level Application Form along with copies of the required ASE certifications. The EVT Level Application Form can downloaded from the evtcc.org web site.

*Emergency Vehicle Technician* EVT *Certification Commission, Inc.*

***P.O. Box 894 Dundee, IL 60118 847-426-4075 Fax 847-426-4076***
***web address: www.evtcc.org***

Alejandro Torres
Metro Fire Apparatus Specialist
2710 Blyth Dr
Dallas, TX 75228 talex424@yahoo.com

| Listed below are your certifications and expirations dates | Expiration Date |
|---|---|
| **Maintenance, Inspection, & Testing of Fire Apparatus** | **07/28/2027** |
| **Design & Performance Standards of Fire Apparatus** | **03/17/2028** |
| **Fire Pumps and Accessories** | **05/13/2028** |
| **Fire Apparatus Electrical Systems** | **09/29/2029** |
| **Aerial Fire Apparatus** | **03/21/2030** |
| **Allison Automatic Transmissions** | **10/04/2029** |
| **Design & Performance Standards of Aircraft Rescue & Fire-Fighting Vehicles** | **05/17/2030** |
| **Chassis and Vehicle Components of Aircraft Rescue and Fire-Fighting Vehicles** | **03/21/2030** |

EVT Certificates are valid for five years. To keep EVT Certifications current, you must pass a recertification exam. Recertification exams may be taken for up to two years following the expiration date. A maximum of six recertification or two regular or a combination of one regular & three recertification exams may be taken at a time.

| Listed below are your level certifications and expirations dates | Expiration Date |
|---|---|
| **LEVEL I FIRE APPARATUS TECHNICIAN** | **03/31/2028** |

To keep your Level Certifications current, you must maintain both the EVT and ASE Certifications. If your level certification expires, send in a new Level Application Form along with copies of the required ASE certifications. The EVT Level Application Form can be downloaded from www.evtcc.org.

## For test dates, test site locations and to register for exams go to www.evtcc.org

**ASE Certification Status**

Created: July 08, 2024

9:56:19 AM

Torres, Alejandro

Dallas, TX 75228

ASE ID: ASE-5513-0098

This individual currently has the ASE certification status shown below:




Current ASE Designations

| Certificates |
|---|
| Medium/Heavy Truck Technician |

ASE Certification Details

| Test | Description | Expiration | Status |
|---|---|---|---|
| T4 | Brakes | 06/30/2028 | Current |
| T5 | Suspension & Steering | 06/30/2028 | Current |

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. Refer to the ASE Work Experience Requirements Important Information section for details or submit the ASE Work Experience Form at https://workexp.ase.com.

An expired certification can be reinstated by taking and passing the corresponding recertification test. Please contact us if you have any questions.

Sincerely,

ASE Customer Service

800-390-6789

**Attachment 2**

**CSP 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services**

**Scope of Services B - Fire Department**

**Fee Schedule**

Provider must include all fees associated with providing the services as outlined in this CSP in order to be considered. Any fees not listed will not be paid by the City.

**Section 1 - Inspection and Preventative Maintenance**

Please submit unit prices for inspection and preventative maintenance as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 1.1 | Semi-Annual Inspection & Preventative Maintenance Hourly Rate | Hour | $ 185.00 |
| 1.2 | Annual Inspection and Preventative Maintenance Hourly Rate | Hour | $ 185.00 |
| 1.3 | Miscellaneous Inspection Hourly Rate | Hour | $ 185.00 |

**Section 2 - Repairs**

Please submit unit prices for repairs as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 2.1 | Priority Repairs - During Normal Business Hours (8:30 am-5:00 pm) | Hour | $ 185.00 |
| 2.2 | Priority Repairs - After Normal Business Hours | Hour | $ 278.00 |
| 2.3 | Non-Priority Repairs - During Normal Business Hours Only (8:30 am-5:00 pm) | Hour | $ 185.00 |

**Section 3 - Travel**

Please submit unit price for travel as indicated.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 3.1 | Travel Time (to and from City location to the Provider's facility) | Hour | $ 185.00 |

**Section 4 - Parts**

Please submit percentage mark-up on parts as indicated.

| Item | Description | UOM | Percentage |
|---|---|---|---|
| 1.4 | Parts markup percentage over cost | (+ ) | 38% |

**Section 4 - Other Fees**

Any additional fees associated with providing services must be inlcuded in this section.

| Item | Description | UOM | Unit Price |
|---|---|---|---|
| 4.1 | SHOP SUPPLIES 10% OF LABOR UP TO $300/SERVICE ORDER | % | 10 |
| 4.2 | | | |
| 4.3 | | | |
| 4.4 | | | |
| 4.5 | | | |

**CSP 2026-02-A**
**FLEET AND FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES**
**PROPOSAL CERTIFICATION FORM**

By submitting a proposal, the Consultant certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Consultant's intent to enter into negotiations for a contract for Strategic Planning Services. Consultant agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Consultant to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Consultant as being non-responsive, or (ii) to accept the proposal of the Consultant, in which event the Consultant agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

**A. FIRM INFORMATION**

Legal Name of Vendor: Metro Fire Apparatus Specialists, Inc.

Tax ID Number: 76-0598763 Telephone No: 713-692-0911

State of Formation: Texas Year of Formation: 1985

Address: 17350 SH 249 - Suite 250
Houston, TX 77064

Contact Name and Title: Kaleb Hazard

Contact Phone No: Office 817-467-0911 Cell 682-556-0008

Contact Email Address: khazard@mfas.com

**B. CERTIFICATION**

I certify that I have the legal authority to bind the Consultant listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Article VIi. Submittals, Section F. Additional Information, Item 2. (if applicable).

**Signature of Authorized Representative:** Jim Minton Digitally signed by Jim Minton Date: 2026.02.11 15:01:04 -06'00'

**Printed Name and Title of Authorized Representative:** Jim Minton, Director of Sales

**Date of Certification:** 02/11/2026

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 4.E.

**Title**
**Consider action approving the award of a contract for Miscellaneous Road Materials.**

Consider action to adopt a resolution authorizing the award of Contract No. 2026-62-A Miscellaneous Road Materials to Denali Services & Transport, LLC, at the unit prices bid, for an initial period through September 30, 2027, with up to four (4) additional one-year renewal periods on October 1st of each year; authorizing the Interim City Manager or his designee to execute the contract and all necessary and related documents; and providing an effective date.

**Staff Representative**
Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**

The purpose of this item is to establish an annual fixed-price contract for the purchase of miscellaneous road materials.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Invest in Transportation & Infrastructure** | 6.2 Upgrade residential streets, alleys, drainage ways, and utility systems.<br>6.4 Improve traffic flow across all transportation modes.<br>6.6 Apply long-term transportation planning approaches.<br>6.7 Provide a high-quality water supply and distribution system.<br>6.8 Provide a high-quality wastewater collection system. |

**Background Information**

The City issued a request for bids, No. 2026-62-A , for Miscellaneous Road Materials advertised in April 2026 to establish an annual fixed-price contract for the purchase and delivery of miscellaneous road materials, for an initial period through September 30, 2027, with four (4) additional one-year renewal periods. The City received three (3) bids

by the due date April 22, 2026.

**Discussion**

The City received three (3) partial bids:

- Big City Crushed Concrete bid 1 of 13 items
- Denali Services & Transport LLC bid 11 of 13 items
- Vulcan Construction Materials, LLC bid 4 of 11 items

Staff recommends awarding the contract to Denali Services & Transport, LLC, the overall lowest responsive and responsible bidder. Denali Services & Transport, LLC currently provides these products to the City. The City has an established relationship with this vendor, and the products and service have been good over the years.

**Financial/Budget Implications**

The estimated annual expenditure is $550,000. All future year expenditures will be contingent upon Council approved budget appropriations.

**CIP Project Budget Financial Table**

| Project Code | Project Title | Available Budget | Proposed Amount | Remaining Balance |
|---|---|---|---|---|
| ST2165 | Concrete Panel Replacement | $3,006,306.38 | $275,000 | $2,731,306.38 |
| ST2163 | Street & Alley Reconstruction | $5,141,763.12 | $275,000 | $4,866,763.12 |
| **TOTAL** | | $8,148,069.50 | $550,000 | $7,598,069.50 |

**Recommended Action**

Move to adopt a resolution authorizing the award of Contract No. 2026-62-A, Miscellaneous Road Materials, to Denali Services & Transport, LLC, at the unit prices bid, for an initial period through September 30, 2027, with up to four (4) additional one-year renewal periods on October 1st of each year; authorize the Interim City Manager or his designee to execute the contract and all necessary and related documents; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS**

**AWARDING CONTRACT NO. 2026-62-A FOR MISCELLANEOUS ROAD MATERIALS TO DENALI SERVICES & TRANSPORT, LLC AT THE UNIT PRICES BID FOR AN INITIAL TERM RUNNING THROUGH SEPTEMBER 30, 2027, WITH FOUR ADDITIONAL, OPTIONAL ONE-YEAR RENEWAL PERIODS; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONTRACT AND ALL RELATED AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City issued a request for submissions, No. 2026-62-A for miscellaneous road materials, in April 2026 to establish an annual fixed-price contract for miscellaneous road materials; and

**WHEREAS,** the lowest responsive and responsible bidder was Denali Services & Transport, LLC; and

**WHEREAS,** the City Council finds it to serve the health, safety and general welfare to approve and award the contract for miscellaneous road materials to Denali Services & Transport, LLC;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:**

**SECTION 1.** The contract No. 2026-62-A for Miscellaneous Road Materials is hereby awarded to Denali Services & Transport, LLC at the unit prices proposed, for an initial term commencing upon execution and running through September 30, 2027, with four additional, optional one-year renewal terms.

**SECTION 2.** The Interim City Manager or his designee is hereby authorized to execute the contract awarded herein and any other necessary and related documents.

**SECTION 3.** This resolution shall take effect immediately upon its passage.

**Attachments**

1. Attachment A - Bid Tabulation
2. Attachment B - Contract for Services

# Bid No. 2026-62-A
## Miscellaneous Road Materials
## Bid Tabulation

| | | | | Big City Crushed Concrete<br>11143 Goodnight Ln., Dallas, TX 75229 | | Denali Services & Transport LLC<br>3160 Commonwealth Dr. Ste. 190, Dallas, TX 75247 | | Vulcan Construction Materials, LLC<br>10101 Reunion Place Ste. 500, San Antonio, TX 75216 | |
|---|---|---|---|---|---|---|---|---|---|
| **Item No** | **Description** | **UOM** | **Quantity** | **Unit Price** | **Extended Cost** | **Unit Price** | **Extended Cost** | **Unit Price** | **Extended Cost** |
| 1 | No. 2 Road Base | TN | 3,450 | $ 31.75 | $ 109,537.50 | $ 32.00 | $ 110,400.00 | No Bid | No Bid |
| 2 | Unprocessed Cushion Sand - Unscreened | CY | 1,200 | No Bid | No Bid | $ 20.00 | $ 24,000.00 | No Bid | No Bid |
| 3 | Processed Cushion Sand - Screened | TN | 50 | No Bid | No Bid | $ 24.00 | $ 1,200.00 | No Bid | No Bid |
| 4 | Unscreened Sandy Loam | CY | 1,200 | No Bid | No Bid | $ 26.00 | $ 31,200.00 | No Bid | No Bid |
| 5 | Screened Sandy Loam | TN | 2,000 | No Bid | No Bid | $ 33.00 | $ 66,000.00 | No Bid | No Bid |
| 6 | 1.5" River Rock | TN | 50 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 7 | Athletic Clay | CY | 1 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |
| 8 | 3/8" Pea Gravel | TN | 120 | No Bid | No Bid | $ 44.00 | $ 5,280.00 | No Bid | No Bid |
| 9 | 3"-5" Crushed Limestone Rock | TN | 1 | No Bid | No Bid | $ 61.00 | $ 61.00 | $ 48.66 | $ 48.66 |
| 10 | 8"-12" Crushed Limestone Rock | TN | 1 | No Bid | No Bid | $ 64.00 | $ 64.00 | $ 61.66 | $ 61.66 |
| 11 | Rip Rap 12x18 | TN | 300 | No Bid | No Bid | $ 68.00 | $ 20,400.00 | $ 64.66 | $ 19,398.00 |
| 12 | Rip Rap 18x24 | TN | 150 | No Bid | No Bid | $ 72.00 | $ 10,800.00 | $ 67.66 | $ 10,149.00 |
| 13 | Per Load Fuel Surcharge | EA | 120 | No Bid | No Bid | No Charge | No Charge | No Bid | No Bid |
| **Grand Total** | | | | *PARTIAL BID | **$ 109,537.50** | *PARTIAL BID | **$ 269,405.00** | *PARTIAL BID | **$ 29,657.32** |

All responses submitted for the designated project are reflected on this summary sheet. However, the listing of a response on this summary sheet shall not be construed as a comment on the responsiveness or as any indication that the City of Rowlett accepts such submission as being responsive. The City of Rowlett will make a determination as to the responsiveness of the vendor submission based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. Upon award of the contract, in accordance with the law, all responses received will be available for inspection at that time.

Certified by: January M. Calhoun, CPPO, CPPB, Purchasing Manager Date: April 23, 2026

# CITY OF ROWLETT
# CONTRACT FOR SERVICES
# CONTRACT NO. 2026-62-A
# MISCELLANEOUS ROAD MATERIALS

This Contract ("Contract") is made by and between the **City of Rowlett, Texas ("City"), a municipal corporation and Denali Services & Transport, LLC ("Contractor")** acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

## RECITALS

**WHEREAS,** City agrees to retain the Contractor, to provide services relative to Miscellaneous Road Materials Services (hereinafter referred to as "Services"), in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference, and this Contract;

**WHEREAS,** the Contractor agrees to render all labor, supervision, materials and equipment necessary for Services to the City in accordance with the terms and conditions set forth in this Contract;

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

1. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The Contract Documents shall consist of the following documents:

   a. This Contract; and
   b. Exhibit A Bid No. 2026-62-A
   c. Exhibit B Contractor's Bid

   These Documents are incorporated by reference into this Contract as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

2. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide Services in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.

3. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the City in writing.

4. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.

5. **CONTRACT PERIOD.** The contract period is for the period May 19, 2026, through September 30, 2027 ("Initial Term"). All pricing is to remain firm during the initial term of the contract period. The contract is renewable for up to four (4) additional one-year terms beginning on October 1st of each year if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

6. **COMPENSATION.** The contractor's total compensation for Services to be performed and expenses to be incurred is specified in Exhibit B.

7. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.

8. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to City of Rowlett, Public Works Department, P.O. Box 99, Rowlett, Texas 75030-0099, or emailed to thejny@rowlett.com.

9. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

10. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.

11. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A for the benefit of City. Failure to maintain the required insurance may result in immediate termination of the Contract.

12. **INDEMNIFICATION.** As specified in Exhibit A.

13. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee, or agent.

14. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine, and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants' employment and employees as the law may require.

16. **TERMINATION OF CONTRACT.** City may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (I) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the City, City may terminate this Contract immediately upon providing written notice of termination.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by City in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

17. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

18. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval of all fees or other charges for the additional work before such work begins.

19. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.

20. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City by 8 a.m. of the following City business day after the incident. If damage may result in further damage to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, or agents.

21. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

22. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the City's representative are followed.

23. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

24. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (I) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under§ 2252.153, Texas Government

Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in§ 2252.151 of the Texas Government Code.

25. **FIREARM ENTITIES.** If § 2274.002 of the Texas Government Code is applicable to this Contrct, by signing below Contractor does hereby represent, verify and warrant that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of the Contract against a firearm entity or firearm trade association As used herein, “firearm entity,” “firearm trade association,” and “discriminate against a firearm entity or firearm trade association” shall have the meaning given such terms in Section 2274.001, Texas Government Code.

26. **ENERGY COMPANIES.** Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

27. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

28. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the City and the Contractor, the City and Contractor agree to submit such disagreement to non-binding mediation prior to filing of a lawsuit in any federal, state, or local court.

29. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

30. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

City of Rowlett
Attn: Kristoff Bauer, Interim City Manager
P.O. Box 99
Rowlett, Texas 75030-0099
kbauer@rowlett.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

Denali Services & Transport, LLC
Attn: Ron Kisena, Transportation Director
3160 Commonwealth Dr. Ste. 190
Dallas, Texas 75247
ronald.kisena@denaliservices.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

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

32. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law without regard to choice of law rules. Venue for this Contract shall be located in Dallas County, Texas.

33. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

34. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the City and Contractor.

**CITY OF ROWLETT**

By:_____

Kristoff Bauer

Interim City Manager

Date:_____

**DENALI SERVICES & TANSPORT, LLC**

By:_____

Name:_____

Title:_____

Date:_____

**EXHIBIT A**
**BID NO. 2026-62-A**

# City of Rowlett
# Bid No. 2026-62-A
# Miscellaneous Road Materials

## Important Dates

| | |
|---|---|
| **Questions Deadline:** | **4/15/2026 at 12:00 P.M.** |
| **Bids Due:** | **4/22/2026 at 2:00 P.M.** |

1. **APPLICABILITY**: These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.

2. **NOTIFICATION**: The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.

3. **ADDENDA**: Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.

4. **SILENCE OF SPECIFICATION**: The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.

5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.

6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

7. **PAPER SUBMISSIONS**: Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

8. **PRESENTATION OF BIDS/PROPOSALS**: Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS**: The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

10. **PRICING**: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

    Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **PROPRIETARY INFORMATION**: All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.

12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.

13. **WITHDRAWAL OF OFFER**: Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.

14. **F.O.B./DAMAGE**: Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.

15. **PREPARATION COST**: All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.

16. **TESTING**: At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.

17. **SAMPLES**: At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.

18. **QUALITY**: Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

24. **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm.

25. **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the

amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

**26.** **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

**27.** **MINIMUM STANDARDS FOR RESPONSIBILITY**: A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required
B. Ability to comply with the required or proposed delivery schedule
C. Have a satisfactory record of performance
D. Have a satisfactory record of integrity and ethics
E. Be otherwise qualified and eligible to receive an award

**28.** **AWARD OF CONTRACT**: The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

A. The purchase price
B. The reputation of the vendor and of the vendor's goods or services
C. The quality of the vendor's goods or services
D. The extent to which the goods or services meet the City's needs
E. The vendor's past relationship with the City
F. The total long-term cost to the City to acquire the vendor's goods or services
G. Any relevant criteria specifically listed herein

**29.** **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.

**30.** **CONTRACT PERIOD**: Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with four (4) optional one-year renewal periods at the option of the City. All contract periods, including all renewal periods, will be subject to the City's availability of funds.

**31.** **FUNDING**: The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

**32.** **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.

**33.** **INTERLOCAL AGREEMENT**: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City

**34.** **CHANGE ORDER**: The City reserves the right to modify or change plans and specifications as deemed necessary at any time, including after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Office only.**

**35.** **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates**. When a delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

**36.** **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).

**37.** **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.

**38.** **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.

**39.** **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.

**40.** **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

**41.** **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

**42.** **PRICE ESCALATION**: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term and any renewal terms of the contract, except that the contracted vendor may request an

adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

**43.** **PRICE REDUCTION**: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.

**44.** **INDEMNITY**: **The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.**

**45.** **INDEMNITY; PATENT RIGHTS**: The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.

**46.** **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

**47.** **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

**48.** **REMEDIES**: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

**49.** **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.

**50.** **ENERGY BOYCOTT:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

**51.** **FIREARMS:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

**52.** **CRITICAL INFRASTRUCTURE:** In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

**53.** **ANTI-BOYCOTT ISRAEL VERIFICATION:** In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on,

or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than $100,000.

**54.** **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

# City of Rowlett
# Bid No. 2026-62-A
# Miscellaneous Road Materials

## I. Introduction

The City of Rowlett ("City") is accepting competitive sealed bids ("Bid") to furnish and deliver miscellaneous road materials for various locations within the city limits of Rowlett, Texas, in accordance with the terms, conditions, and requirements set forth in this Bid document. The initial term of the contract will be effective upon award through September 30, 2027, with four optional, one-year renewal periods effective on October 1st annually. The contract will be awarded to the lowest responsive and responsible bidder.

The City reserves the right to award any or all line items, in whole or in part, to one or more vendors. Orders will be placed on an as-needed basis only and the City does not guarantee any quantities. The City's estimated annual expenditure for Miscellaneous Road Materials is $550,000. Any quantities stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies, service quantities may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The successful vendor will be required to execute a service contract. A sample contract is available for viewing upon request, in the Purchasing Office.

## II. Public Opening

Bids will be publicly opened and read in compliance with statutory requirements at 2:30 P.M (CT). on the day bids are due. The public opening will be conducted online as follows:

Meeting ID: 232 090 704 614 91
Passcode: 2ze7EW7g
Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjJkZjk5MjktNjJhMS00NjU3LTgyNGUtNTY2NTE0MjA5MGU0%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

## III. Scope of Services

The successful vendor(s) shall meet the following requirements and will furnish all materials, labor, tools, equipment, and incidentals to provide the materials as outlined in this Bid.

### A. Vendor Qualifications

1. Vendor shall have been actively engaged in providing road material delivery services for a minimum of three (3) years under its current name and in good standing with a track record of performance and must provide evidence of such. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order. Recent start-up businesses do not meet the requirements of this solicitation.

   NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise

2. Vendor location must be within 10 miles of Rowlett city limits.

3. Vendor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.

4. Vendor shall obtain and pay for any permits, licenses, etc. required to fulfill this contract.

5. Vendor shall comply with all applicable governmental laws and regulations.

**B. Service Schedule**

1. Material delivery services shall take place Monday through Friday between the hours of 6:00am-5:30pm, except for City holidays as follows (subject to change annually):

   - New Years Day
   - Martin Luther King Day
   - Memorial Day
   - Juneteenth
   - Independence Day
   - Labor Day
   - Thanksgiving (Thursday and Friday)
   - Christmas Eve
   - Christmas Day

2. Material delivery services shall take place within 48 to 72 hours (business days) after order placement.

3. Vendor shall employ sufficient personnel to ensure that all scheduled deliveries are completed as scheduled.

**C. Material Requirements**

1. Material shall conform to industry standards.

2. Material orders for delivery will vary in size depending on the project.

3. No minimum orders will be imposed on the City.

**D. Service Requirements**

1. The successful Vendor shall coordinate all deliveries with the City's designated Public Works representative.

2. Any material or service complaints will be resolved within forty-eight (48) hours.

**E. Equipment and Supplies Requirements**

Vendor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.

**F. Invoices and Payments**

1. The Vendor shall submit an invoice for materials successfully delivered.

2. All invoices shall be submitted directly to the department and shall be itemized with contracted unit prices and quantities for all materials delivered.

3. Payment terms are net 30 days upon delivery and receipt of a proper invoice.

## IV. Insurance Requirements

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in **Exhibit A** to this Bid. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful vendor only.** Prior to the execution of this contract, the successful vendor will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements and provisions. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

## V. Submittals

In order for your Bid to be considered responsive, the following information should be submitted in the order outlined below. Failure to provide requested information may cause your bid to be deemed as non-responsive.

### A. Vendor Information Worksheet

1. Complete and submit the Vendor Information Worksheet provided in this Bid packet (Attachment 1).

### B. References Worksheet

1. Complete and submit the References Worksheet provided in this Bid packet (Attachment 2).

### C. Fee Schedule

1. Complete and submit Fee Schedule (Attachment 3). This form is only required if you are submitting a hard copy bid. If you are submitting electronically through bidnet, please enter your bid pricing where indicated in the system.

2. Unit prices bid should be all inclusive of material and delivery fees. A fuel surcharge per truck load will be allowed.

### D. Additional Information

1. Proof of Insurance as outlined in Section IV. Insurance Requirements.

2. List any exceptions to the Standard Terms and Conditions of Procurement or the bid requirements for the City's consideration.

3. Bid Certification Form (Attachment D-3)

## VI. Questions Deadline

The City requires that all questions relating to this Bid be submitted in writing through bidnet, the City's eProcurement system, or to January Calhoun, Purchasing Manager, at jcalhoun@rowlett.com by

**12:00pm on Wednesday, April 15, 2026**. **No questions will be answered over the phone**. Questions in regard to the scope of services will only be accepted until the stated deadline. Any changes to the Bid Documents will be made by City in the form of a written Addendum. Any changes made in any other manner will not be binding upon the City, and vendor may not rely upon them.

## VII. Submission or Delivery of Bid

**Bids are due no later than Wednesday, April 22, 2026, at 2:00pm.** Submissions will be received online, or in hard copy.

Submitting a bid constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this Bid document.

The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

### A. Online Submission

1. Bids may be submitted online through bidnet, the City's eProcurement system, at the following link: https://www.bidnetdirect.com/texas/cityofrowlett.

2. Please ensure that you provide all required information, including attachments, combined and uploaded where indicated in bidnet.

### B. Mailed/Delivered Submission

1. Bid must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope.

2. Please submit one (1) unbound original of your bid and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

**Delivery Address**
City of Rowlett
Attn: Purchasing Manager
4000 Main Street
Rowlett, TX 75088

**Mailing Address**
City of Rowlett
Attn: Purchasing Manager
PO Box 99
Rowlett, TX 75030-0099

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

## 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

## 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

| Contracts between $1,000,000 and $8,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $2,000,000 aggregate or;<br>• $2,000,000 combined single limits | City to be named as additional insured |

| | | |
|---|---|---|
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

**BID NO. 2026-62-A**
**MISCELLANEOUS ROAD MATERIALS**
**BID CERTIFICATION FORM**

By submitting a bid, the Vendor certifies that the Standard Terms and Conditions for Procurements, the Bid requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into a contract for Purchase and Delivery of Portland Cement for the City of Rowlett. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the Bid by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the bid of the Vendor as being non-responsive, or (ii) to accept the bid of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

## A. FIRM INFORMATION

Legal Name of Vendor: _____

Tax ID Number: _____ Telephone No: _____

State of Formation: _____ Year of Formation: _____

Address: _____

_____

Contact Name and Title: _____

Contact Phone No: _____

Contact Email Address: _____

## B. CERTIFICATION

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this Bid document, except as noted in Section V. Submittals, Article D., Item 2. Exceptions (if applicable).

**Signature of Authorized Representative:** _____

**Printed Name and Title of Authorized Representative:** _____

**Date of Certification:** _____

# Attachment 1
# Vendor Information Worksheet

## VENDOR INFORMATION

Number of employees: Length of time in business: State of Formation:

Physical location of business (full address, including city, state & zip code):

Plant Name:

Plant location for material pickup:

Number of miles from Rowlett city limits:

## VENDOR CONTACTS

The successful vendor must provide, to a designated Public Works Representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Park Operations Representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative (Name/Title):

Company Telephone Number (including area code):

Emergency Telephone Number (including area code):

## SUBCONTRACTOR INFORMATION

Vendor must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City of Rowlett prior to commencement of work.**

Name:

Type of Work:

Amount:

Portion of work by proposer: %
Portion of work by sub-contractor: %

# Attachment 2
## References Worksheet

Please provide at least five (5) verifiable references for same or similar services as the City has specified in the solicitation, in the spaces provided below.

Company Name:
Contact Name:
Address:

Email Address:
Phone:
Contract Date:
Description of Services:

Company Name:
Contact Name:
Address:

Email Address:
Phone:
Contract Date:
Description of Services:

Company Name:
Contact Name:
Address:

Email Address:
Phone:
Contract Date:
Description of Services:

Company Name:
Contact Name:
Address:

Email Address:
Phone:
Contract Date:
Description of Services:

Company Name:
Contact Name:
Address:

Email Address:
Phone:
Contract Date:
Description of Services:

**Attachment 3**

**Bid 2026-62-A Miscellaneous Road Materials**

**Fee Schedule**

| Item No. | Description | Unit of Measure | Qty | Unit Price | Extended Price |
|---|---|---|---|---|---|
| 1 | No. 2 Road Base | TN | 3,450 | | $ - |
| 2 | Unprocessed Cushion Sand | CY | 1,200 | | $ - |
| 3 | Processed Cushion Sand | TN | 50 | | $ - |
| 4 | Unscreened Sandy Loam | CY | 1,200 | | $ - |
| 5 | Screened Sandy Loam | TN | 2,000 | | $ - |
| 6 | 1.5" River Rock | TN | 50 | | $ - |
| 7 | Athletic Clay | CY | 1 | | $ - |
| 8 | 3/8" Pea Gravel | TN | 120 | | $ - |
| 9 | 3"-5" Crushed Limestone Rock | TN | 1 | | $ - |
| 10 | 8"-12" Crushed Limestone Rock | TN | 1 | | $ - |
| 11 | Rip Rap 12x18 | TN | 300 | | $ - |
| 12 | Rip Rap 18x24 | TN | 150 | | $ - |
| 14 | Per Load Fuel Surcharge | EA | 120 | | $ - |
| **Grand Total** | | | | | $ - |

**EXHIBIT B**
**CONTRACTOR'S BID**

**BID NO. 2026-62-A**
**MISCELLANEOUS ROAD MATERIALS**
**BID CERTIFICATION FORM**

By submitting a bid, the Vendor certifies that the Standard Terms and Conditions for Procurements, the Bid requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into a contract for Purchase and Delivery of Portland Cement for the City of Rowlett. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the Bid by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the bid of the Vendor as being non-responsive, or (ii) to accept the bid of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

**A. FIRM INFORMATION**

Legal Name of Vendor: Denali Services & Transport, LLC

Tax ID Number: 45-4554097 Telephone No: 214-630-4400

State of Formation: Texas Year of Formation: 2012

Address: 3160 Commonwealth Dr. Ste. 190
Dallas, TX 75247

Contact Name and Title: Ron Kisena -Transportation Director

Contact Phone No: 469-219-9089

Contact Email Address: ronald.kisena@denaliservices.com

**B. CERTIFICATION**

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this Bid document, except as noted in Section V. Submittals, Article D., Item 2. Exceptions (if applicable).

**Signature of Authorized Representative:** [signature]

**Printed Name and Title of Authorized Representative:** Mark Gobert - President

**Date of Certification:** 04/14/2026

## Attachment 1
## Vendor Information Worksheet

### VENDOR INFORMATION

Number of employees: Length of time in business: 14 yrs State of Formation: Texas

Physical location of business (full address, including city, state & zip code):

3160 Commonwealth Dr. Ste. 190, Dallas, TX 75247

Plant Name:

Plant location for material pickup:

Number of miles from Rowlett city limits:

### VENDOR CONTACTS

The successful vendor must provide, to a designated Public Works Representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Park Operations Representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative (Name/Title): Ronald Kisena

Company Telephone Number (including area code): 214-630-4400 Ext. 111

Emergency Telephone Number (including area code): 469-219-9089

### SUBCONTRACTOR INFORMATION

Vendor must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the City of Rowlett prior to commencement of work.**

Name:

Type of Work:

Amount:

Portion of work by proposer: %
Portion of work by sub-contractor: %

**Attachment 3**

**Bid 2026-62-A Miscellaneous Road Materials**

**Fee Schedule**

| Item No. | Description | Unit of Measure | Qty | Unit Price | Extended Price |
|---|---|---|---|---|---|
| 1 | No. 2 Road Base | TN | 3,450 | $ 32.00 | $ 110,400.00 |
| 2 | Unprocessed Cushion Sand - Unscreened | CY | 1,200 | $ 20.00 | $ 24,000.00 |
| 3 | Processed Cushion Sand - Screened | TN | 50 | $ 24.00 | $ 1,200.00 |
| 4 | Unscreened Sandy Loam | CY | 1,200 | $ 26.00 | $ 31,200.00 |
| 5 | Screened Sandy Loam | TN | 2,000 | $ 33.00 | $ 66,000.00 |
| 6 | 1.5" River Rock | TN | 50 | No Bid | No Bid |
| 7 | Athletic Clay | CY | 1 | No Bid | No Bid |
| 8 | 3/8" Pea Gravel | TN | 120 | $ 44.00 | $ 5,280.00 |
| 9 | 3"-5" Crushed Limestone Rock | TN | 1 | $ 61.00 | $ 61.00 |
| 10 | 8"-12" Crushed Limestone Rock | TN | 1 | $ 64.00 | $ 64.00 |
| 11 | Rip Rap 12x18 | TN | 300 | $ 68.00 | $ 20,400.00 |
| 12 | Rip Rap 18x24 | TN | 150 | $ 72.00 | $ 10,800.00 |
| 14 | Per Load Fuel Surcharge | EA | 120 | No Charge | No Charge |
| **Grand Total** | | | | | $ 269,405.00 |

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 4.F.

**Title**
**Consider action to receive the second quarter investment report.**

Consider action to receive the second quarter investment report for the period ending March 31, 2026.

**Staff Representative**
Michael Kuhn, Treasurer & Debt Mgr.

**Executive Summary**

In order for the City of Rowlett to comply with the State of Texas Public Funds Investment Act (PFIA), it has adopted an official Investment Policy. A requirement of this Policy is a quarterly report of the City's investment activity. Finance is pleased to report that the City continues to maintain its reporting compliance with the requirements of the PFIA and the City's Investment Policy and that the City's pooled funds and long-term pooled fund portfolios are of high credit quality and invested in TexPool, TexStar, Texas Range, U.S. Treasury and high-quality commercial paper securities.

The quarterly report is prepared by the City's financial advisor, PFM Asset Management, Inc. (PFM). Please note that their references are to calendar year; therefore, their first quarter is defined as January 1, 2026, through March 31, 2026, but represents the City's second quarter of fiscal year 2026 (see Attachment 1).

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **GOVERN TRANSPARENTLY & INCLUSIVELY** | 1.8 Provide accurate and timely information to policy makers and the public. |

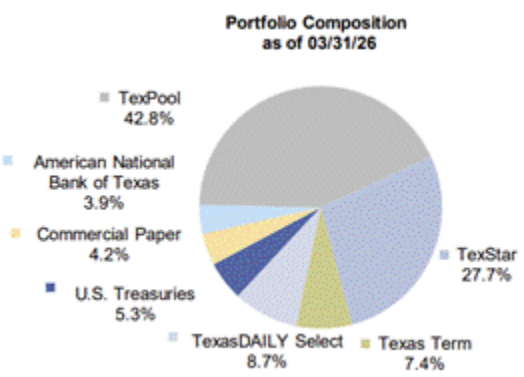
**Background Information**

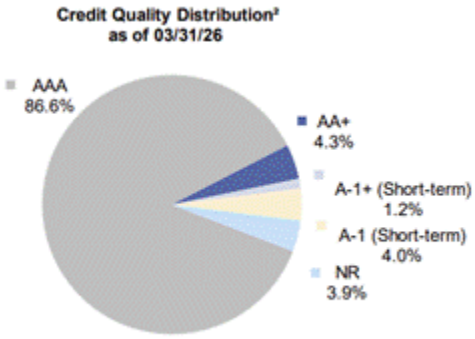
Effective September 1, 1995, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, outlined authorized investments and fund management criteria for governmental entities. Among other criteria, an annual authorization and approval of the City's Investment Policy is required by December 31 of each year for compliance with the State of Texas PFIA. The City Council authorized and approved the

last revision of the City's Investment Policy on October 21, 2025. The City's Investment Policy and Section 2256.023 of the Code requires that in conjunction with the Investment Officer(s), the City's Investment Advisor(s) shall provide quarterly investment reports on the City's short-term and long-term core investments to City Council. This agenda item fulfills the requirements of the PFIA and the City's Financial Investment Policies for the Quarter ending March 31, 2026.

## Discussion

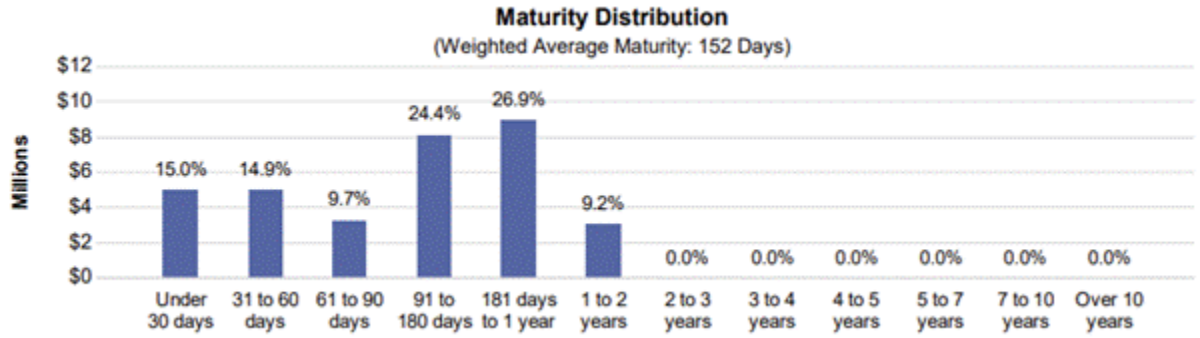
As of March 31, 2026, the City's monies comprised of U.S. Treasury and Commercial Paper securities; additionally, there are monies held in local government investment pools and local bank operating accounts:




*Note: Credit rating of securities held in portfolio and also inclusive of money market fund, bank or LGIP. S&P Global is the source of the credit ratings.*

The Pooled Funds and Long-Term Pooled Funds portfolios maintain an adequate level of liquidity and comprise high quality credits. The portfolios maintain an aggregate weighted average maturity of less than one year – in line with the Investment Policy.



*Note: Represents maturities for Pooled Funds and Long-Term Pooled Funds portfolios.*

The Long-Term Fund Portfolio's quarterly total return performance of 0.81% outperformed the benchmark performance of 0.59% by 0.22%. For the last 12 months, the Portfolio's total return performance of 4.20% outperformed the benchmark performance of 3.67% by 0.53%.

Conditions during the quarter were characterized by: i) elevated geopolitical uncertainty and higher energy prices tied to the Middle East conflict, ii) broadly stable unemployment, and iii) continued support from consumer spending and business investment, though momentum was slowing.

Inflation remained stubborn during the quarter, with limited progress in core services and continued upward pressure from tariff passthroughs. Looking ahead, the inflation outlook has become increasingly dependent on the duration of the Middle East conflict and the extent to which sustained energy price increases feed into core goods and services. A broader and more persistent passthrough would pose upside risks to inflation and complicate Fed policy.

The Fed held interest rates steady at both meetings during the quarter, leaving the federal funds target range unchanged at 3.50% to 3.75%. The March "dot plot" continued to show one 25 basis point rate cut in 2026, although individual projections showed less easing and the policy path became more uncertain due to geopolitical risks and the challenge of balancing inflation and employment conditions.

U.S. Treasury yields increased over the quarter as investors repriced their Fed policy outlook driven by geopolitical turmoil and renewed inflation concerns. Yield increases were led higher by the 2-year maturity reflecting market repricing of Fed interest rate policy over the next several quarters. The 3-month U.S. Treasury ended the quarter at 3.67%, 4 bps higher. The 2-, 5- and 10-year U.S. Treasuries ended the quarter at 3.79%, 3.94%, and 4.32%, representing increases of +32 bps, +21 bps, and +15 bps, respectively.

Labor market data remained steady with unemployment at 4.3% in March. Monthly payroll employment remained subdued and averaged 68,000 new jobs per month over the quarter. Initial jobless claims held near historically low levels and continuing claims declined, reinforcing the persistence of a "low-hire, low-fire" environment.>

**Financial/Budget Implications**
N/A

**Recommended Action**

Move to approve receipt of the second quarter investment report for March 31, 2026.

**Attachments**

1. Attachment 1 – Quarterly Investment Report for March 31, 2026

pfm asset management

# City of Rowlett

## Investment Performance Review
## For the Quarter Ended March 31, 2026

**Client Management Team**

Nathan Smith, Director
Robert Cheddar, CFA, Co-Head of Short & Intermediate Fixed

**PFM Asset Management**
**A division of U.S. Bancorp Asset Management, Inc**

180 State Street, Suite 225
Southlake, TX 79092
1-512-781-9887

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

***NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE***

*For Institutional Investor or Investment Professional Use Only - This material is not for inspection by, distribution to, or quotation to the general public*

# Investment Officer's Certification

This report is prepared for City of Rowlett (the "City") in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report which covers the month ended March 31, 2026, is signed by the City's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the City's approved Investment Policy and Strategy throughout the month. All investment transactions made in the City's portfolio during this month were made on behalf of the City and were made in full compliance with the PFIA and the City's approved Investment Policy.

Wendy Badgett, Director of Financial Services

# Current Market Themes



- Geopolitics has overtaken U.S. macro fundamentals as the market's primary focus
  - Conflict in Iran has increased near-term inflation risks due to higher commodity prices
  - Unemployment rate remains stable with net new job creation near zero
  - Consumer spending and business investment continue to support growth, though momentum is slowing



- The Federal Reserve paused during both meetings in Q1, keeping rates at 3.50-3.75%
  - The median "dot plot" projection continues to show one 25 basis point cut in 2026, though individual projections showed less easing
  - Fed Chair Powell acknowledged the path forward is complicated by geopolitical uncertainty, making it more difficult for the Fed to balance its dual mandate



- Rising front-end yields unwound the inversion in the Treasury curve
  - Rate cut expectations were pushed further out, lifting front-end yields
  - Escalating Middle East conflict drove a spike in volatility
  - Credit spreads widened from historically tight levels amid heavy supply and geopolitical pressure

*Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of March 31, 2026.*

## Factors Shaping the Economic Outlook

### Negative

- Geopolitical uncertainty
- Higher energy prices
- Net new job creation near zero
- Increasing retail credit card balances
- Rising student loan delinquencies

### Neutral

- Stable Fed Policy
- Core inflation stable but above target
- Stabilizing credit card delinquencies

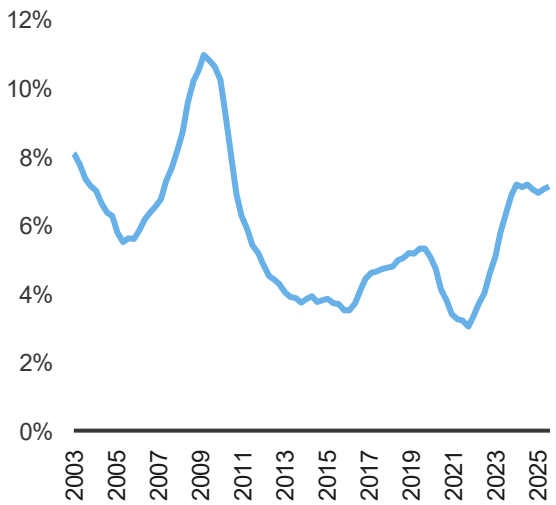
### Positive

- Above-average tax refunds
- Resilient consumer spending
- Positive real disposable personal income growth
- Corporate fundamentals

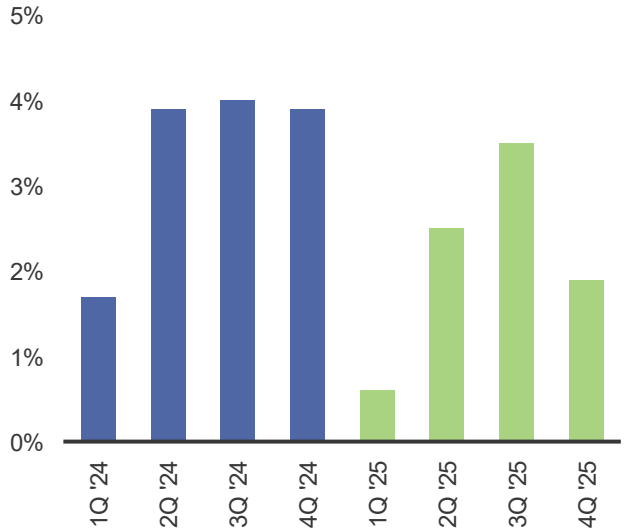
**Price of Oil**
WTI crude oil futures, $/barrel




**Credit Card Delinquencies**
90+ Days



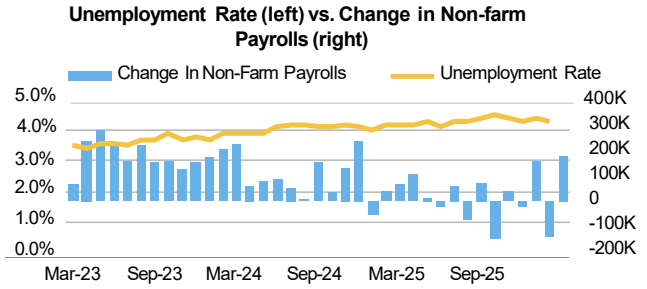

**Personal Consumption**
Quarter-Over-Quarter Change



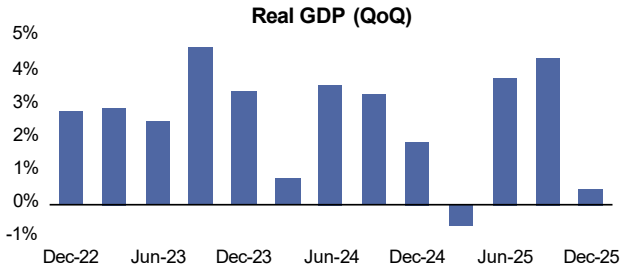

*Sources: Bloomberg Finance L.P., March 31, 2026, Federal Reserve Bank of New York as of December 2025, and Bureau of Economic Analysis as of December 2025.*

# Economic Snapshot

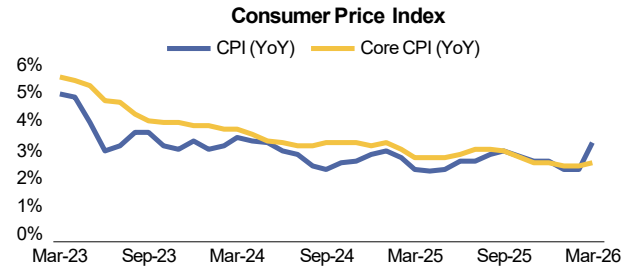
| Labor Market | Latest | | Dec-25 | Mar-25 |
|---|---|---|---|---|
| Unemployment Rate | Mar-26 | 4.3% | 4.4% | 4.2% |
| Change In Non-Farm Payrolls | Mar-26 | 178,000 | -17,000 | 67,000 |
| Average Hourly Earnings (YoY) | Mar-26 | 3.5% | 3.7% | 4.2% |
| Personal Income (YoY) | Feb-26 | 3.7% | 4.5% | 5.2% |
| Initial Jobless Claims (week) | 4/ 4/ 26 | 219,000 | 203,000 | 220,000 |




| Growth | | | | |
|---|---|---|---|---|
| Real GDP (QoQ SAAR) | 2026Q4 | 0.5% | 4.4%[1] | 1.9%[2] |
| GDP Personal Consumption (QoQ SAAR) | 2026Q4 | 1.9% | 3.5%[1] | 3.9%[2] |
| Retail Sales (YoY) | Feb-26 | 3.7% | 2.4% | 5.1% |
| ISM Manufacturing Survey (month) | Mar-26 | 52.7 | 47.9 | 48.9 |
| Existing Home Sales SAAR (month) | Mar-26 | 3.98 mil. | 4.27 mil. | 4.02 mil. |




| Inflation/ Prices | | | | |
|---|---|---|---|---|
| Personal Consumption Expenditures (YoY) | Feb-26 | 2.8% | 2.9% | 2.4% |
| Consumer Price Index (YoY) | Mar-26 | 3.3% | 2.7% | 2.4% |
| Consumer Price Index Core (YoY) | Mar-26 | 2.6% | 2.6% | 2.8% |
| Crude Oil Futures (WTI, per barrel) | Mar 31 | $101.38 | $57.42 | $71.48 |
| Gold Futures (oz.) | Mar 31 | $4,648 | $4,341 | $3,123 |




*1. Data as of Third Quarter 2025.*
*2. Data as of Fourth Quarter 2024.*
*Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.*
*Source: Bloomberg Finance L.P.*


*This material is not for inspection by, distribution to, or quotation to the general public.*

# Account Statement - Transaction Summary

For the Month Ending **March 31, 2026**

## City of Rowlett - General Account - 1319-00

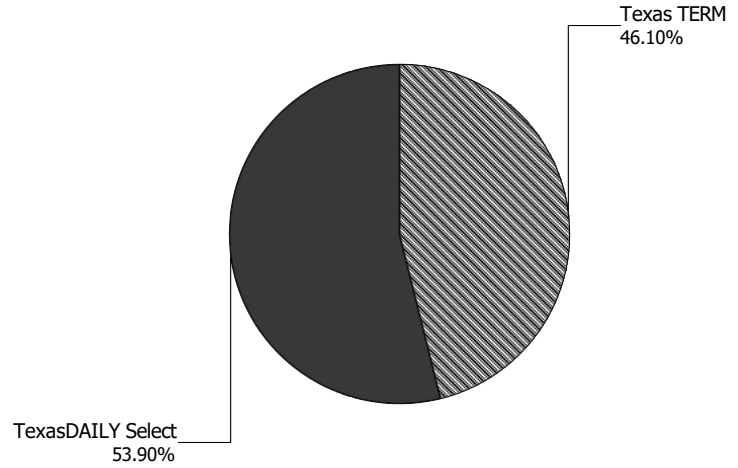
| Texas TERM | |
|---|---|
| Opening Market Value | 18,000,000.00 |
| Purchases | 8,000,000.00 |
| Redemptions | 0.00 |
| Unsettled Trades | 0.00 |
| Change in Value | 0.00 |
| **Closing Market Value** | **$26,000,000.00** |
| Cash Dividends and Income | 0.00 |

| TexasDAILY Select | |
|---|---|
| Opening Market Value | 30,294,480.89 |
| Purchases | 8,099,989.78 |
| Redemptions | (8,000,000.00) |
| Unsettled Trades | 0.00 |
| Change in Value | 0.00 |
| **Closing Market Value** | **$30,394,470.67** |
| Cash Dividends and Income | 99,989.78 |

**Asset Summary**

| | March 31, 2026 | February 28, 2026 |
|---|---|---|
| **Texas TERM** | 26,000,000.00 | 18,000,000.00 |
| **TexasDAILY Select** | 30,394,470.67 | 30,294,480.89 |
| **Total** | **$56,394,470.67** | **$48,294,480.89** |

**Asset Allocation**



## Investment Holdings

For the Month Ending **March 31, 2026**

City of Rowlett - General Account - 1319-00

| Trade Date | Settlement Date | Security Description | Maturity Date | Rate | Investment Amount | Estimated Earnings | Est. Value at Maturity |
|---|---|---|---|---|---|---|---|
| **Texas TERM** | | | | | | | |
| 12/09/25 | 12/10/25 | TERM - Texas Term Dec 26 | 06/05/26 | 3.8100 | 3,000,000.00 | 35,072.88 | 3,055,427.67 |
| 12/09/25 | 12/10/25 | TERM - Texas Term Dec 26 | 09/04/26 | 3.7900 | 5,000,000.00 | 58,147.95 | 5,139,139.73 |
| 01/06/26 | 01/07/26 | TERM - Texas Term Dec 26 | 12/04/26 | 3.6900 | 10,000,000.00 | 84,920.55 | 10,334,627.40 |
| 03/06/26 | 03/09/26 | TERM - Texas Term Dec 26 | 12/07/26 | 3.8200 | 8,000,000.00 | 19,256.99 | 8,228,572.05 |
| **Total** | | | | | **$26,000,000.00** | **$197,398.37** | **$26,757,766.85** |




# Account Statement

For the Month Ending **March 31, 2026**

## City of Rowlett - General Account - 1319-00

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|---|---|---|---|---|---|
| **TexasDAILY Select** | | | | | |
| **Opening Balance** | | | | | **30,294,480.89** |
| 03/06/26 | 03/06/26 | Purchase - Incoming Wires | 1.00 | 8,000,000.00 | 38,294,480.89 |
| 03/09/26 | 03/09/26 | Redemption - TERM Investment | 1.00 | (8,000,000.00) | 30,294,480.89 |
| 03/31/26 | 04/01/26 | Accrual Income Div Reinvestment - Distributions | 1.00 | 99,989.78 | 30,394,470.67 |
| **Closing Balance** | | | | | **30,394,470.67** |

| | Month of March | Fiscal YTD October-March |
|---|---|---|
| **Opening Balance** | 30,294,480.89 | 0.00 |
| **Purchases** | 8,099,989.78 | 56,394,470.67 |
| **Redemptions (Excl. Checks)** | (8,000,000.00) | (26,000,000.00) |
| **Check Disbursements** | 0.00 | 0.00 |
| **Closing Balance** | **30,394,470.67** | **30,394,470.67** |
| **Cash Dividends and Income** | 99,989.78 | 394,469.67 |

| | |
|---|---|
| **Closing Balance** | 30,394,470.67 |
| **Average Monthly Balance** | 31,071,899.92 |
| **Monthly Distribution Yield** | 3.79% |

| Trade Date | Settlement Date | Transaction Description | Maturity Date | Stated Yield | Dollar Amount of Transaction |
|---|---|---|---|---|---|
| **Texas TERM** | | | | | |
| 03/06/26 | 03/09/26 | Purchase - TERM Investment | 12/07/26 | 3.8200 | 8,000,000.00 |

# Summary Portfolio Statistics

| Account Name | Amortized Cost[1,2,3] March 31, 2026 | Amortized Cost[1,2,3] December 31, 2025 | Market Value[1,2,3] March 31, 2026 | Market Value[1,2,3] December 31, 2025 | Duration (Years) March 31, 2026 |
|---|---|---|---|---|---|
| **Pooled Fund** | $19,419,727 | $12,932,332 | $19,409,097 | $12,942,643 | 0.346 |
| **Long Term Pooled Fund** | $13,962,845 | $21,046,881 | $13,987,088 | $21,106,735 | 0.483 |
| **TexPool** | $150,103,003 | $153,496,497 | $150,103,003 | $153,496,497 | 0.003 |
| **American National Bank of Texas** | $13,585,098 | $31,477,310 | $13,585,098 | $31,477,310 | 0.003 |
| **TexStar** | $97,133,834 | $96,258,132 | $97,133,834 | $96,258,132 | 0.003 |
| **Texas Term** | $26,000,000 | $8,000,000 | $26,000,000 | $8,000,000 | 0.577 |
| **TexasDAILY Select** | $30,394,471 | $24,111,168 | $30,394,471 | $24,111,168 | 0.003 |
| **Total** | $350,598,977 | $347,322,321 | $350,612,590 | $347,392,486 | 0.084 |

| Account Name | Yield to Maturity at Cost[4] March 31, 2026 | Yield to Maturity at Cost[4] December 31, 2025 | Yield to Maturity at Market March 31, 2026 | Yield to Maturity at Market December 31, 2025 | Duration (Years) December 31, 2025 |
|---|---|---|---|---|---|
| **Pooled Fund** | 3.68% | 4.10% | 3.73% | 3.92% | 0.299 |
| **Long Term Pooled Fund** | 4.14% | 4.14% | 3.73% | 3.83% | 0.519 |
| **TexPool[5]** | 3.67% | 3.85% | 3.67% | 3.85% | 0.003 |
| **American National Bank of Texas** | 0.00% | 0.00% | 0.00% | 0.00% | 0.003 |
| **TexStar** | 3.65% | 3.69% | 3.65% | 3.69% | 0.003 |
| **Texas Term** | 3.78% | 3.82% | 3.78% | 3.82% | 0.583 |
| **TexasDAILY Select** | 3.79% | 3.98% | 3.79% | 3.98% | 0.003 |
| **Weighted Average YTM** | 3.56% | 3.49% | 3.55% | 3.47% | 0.059 |

| Monthly Earnings YTD[6] | | | |
|---|---|---|---|
| **October 2025** | $1,075,473 | **April 2026** | |
| **November 2025** | $973,791 | **May 2026** | |
| **December 2025** | $897,634 | **June 2026** | |
| **January 2026** | $912,017 | **July 2026** | |
| **February 2026** | $830,793 | **August 2026** | |
| **March 2026** | $843,282 | **September 2026** | |
| | | **Fiscal YTD Earnings** | **$5,532,990** |

| Benchmarks[7] | March 31, 2026 | December 31, 2025 |
|---|---|---|
| **ICE BofA 3-Month Treasury Bill Index (Rolling)** | 4.33% | 4.53% |
| **S&P GIP All 30 Day Gross Yield Index** | 3.81% | 4.02% |
| **ICE BofA 1-Year Treasury Note Index** | 3.74% | 3.53% |

Notes:

1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Excludes any money market fund/cash balances held in custodian account.
4. Past performance is not indicative of future results.
5. TexPool yield is obtained from www.texpool.com.
6. Earnings are calculated on a cash basis and are subject to the receipt of coupon payments, maturities within the portfolio, and money market fund balances. Earnings include Pooled Fund, Long Term Pooled Fund, TexPool and TexStar.
7. Source: Bloomberg Finance L.P. ICE BofA 3-Month Treasury Bill Index is an equally weighted 3-month rolling yield of the index.

# Account Summary

## CITY OF ROWLETT POOLED FUNDS

| Portfolio Values | March 31, 2026 |
|---|---|
| PFMAM Managed Account | $19,391,712 |
| Amortized Cost | $19,402,341 |
| Market Value | $19,391,712 |
| Accrued Interest | $17,385 |
| Cash | $0 |

| Analytics[1] | March 31, 2026 |
|---|---|
| Yield at Market | 3.73% |
| Yield on Cost | 3.68% |
| Portfolio Duration | 0.35 |

## CITY OF ROWLETT LONG TERM POOLED FUND

| Portfolio Values | March 31, 2026 |
|---|---|
| PFMAM Managed Account | $13,940,173 |
| Amortized Cost | $13,915,929 |
| Market Value | $13,940,173 |
| Accrued Interest | $46,916 |
| Cash | $0 |

| Analytics[1] | March 31, 2026 |
|---|---|
| Yield at Market | 3.73% |
| Yield on Cost | 4.14% |
| Portfolio Duration | 0.48 |

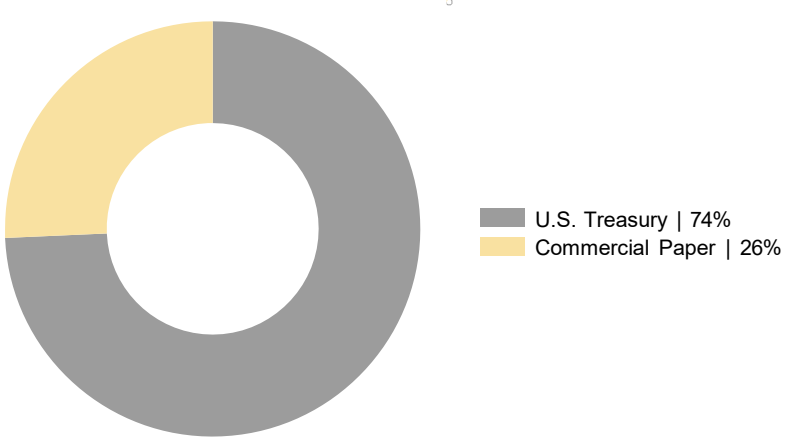
*1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.*

# Portfolio Snapshot - CITY OF ROWLETT POOLED FUNDS[1]

## Portfolio Statistics

| | |
|---|---|
| **Total Market Value** | $19,409,097.03 |
| *Securities Sub-Total* | *$19,391,711.63* |
| *Accrued Interest* | *$17,385.40* |
| *Cash* | *$0.00* |
| **Portfolio Effective Duration** | 0.35 years |
| **Yield At Cost** | 3.68% |
| **Yield At Market** | 3.73% |
| **Portfolio Credit Quality** | AA |

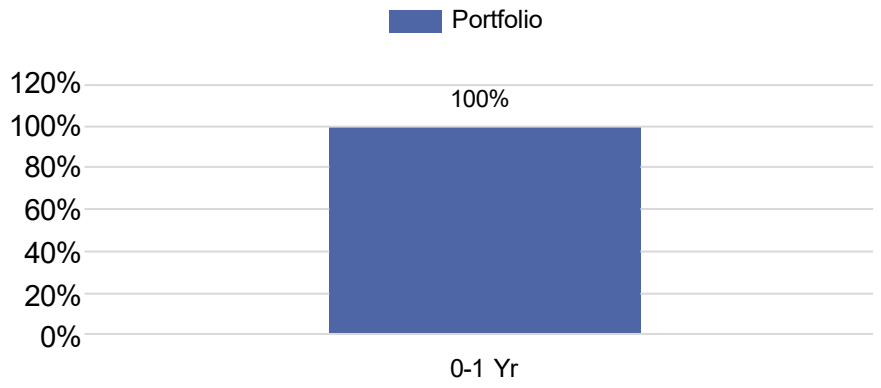
## Sector Allocation




## Credit Quality - S&P




## Duration Distribution



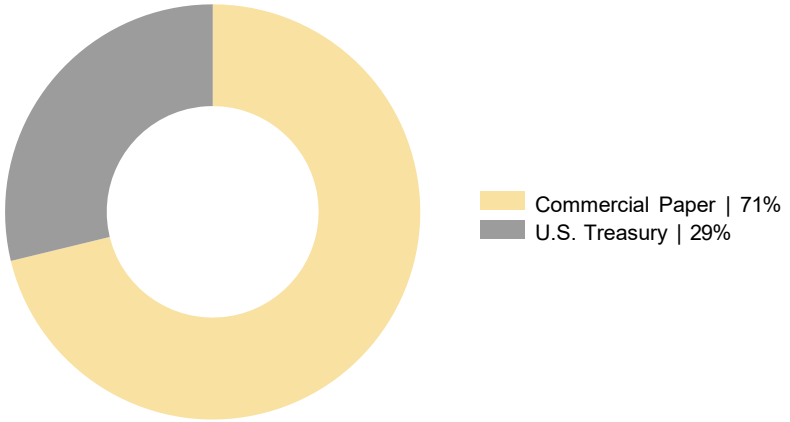

1. *Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is . Source: Bloomberg Financial LP. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.*

# Portfolio Snapshot - CITY OF ROWLETT LONG TERM POOLED FUND[1]

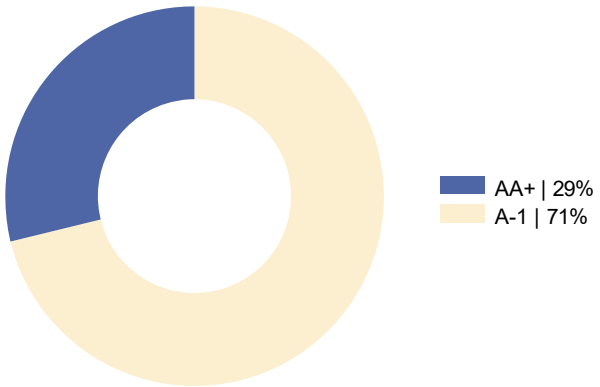
## Portfolio Statistics

| | |
|---|---|
| **Total Market Value** | $13,987,088.00 |
| *Securities Sub-Total* | *$13,940,172.50* |
| *Accrued Interest* | *$46,915.50* |
| *Cash* | *$0.00* |
| **Portfolio Effective Duration** | 0.48 years |
| **Benchmark Effective Duration** | 0.89 years |
| **Yield At Cost** | 4.14% |
| **Yield At Market** | 3.73% |
| **Portfolio Credit Quality** | A |

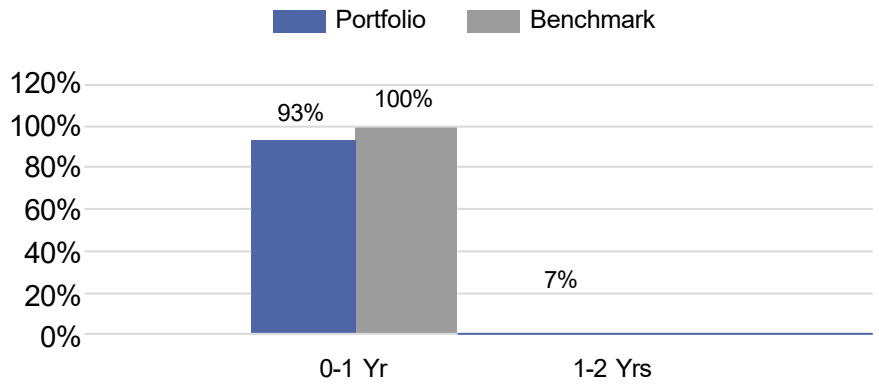
## Sector Allocation




## Credit Quality - S&P

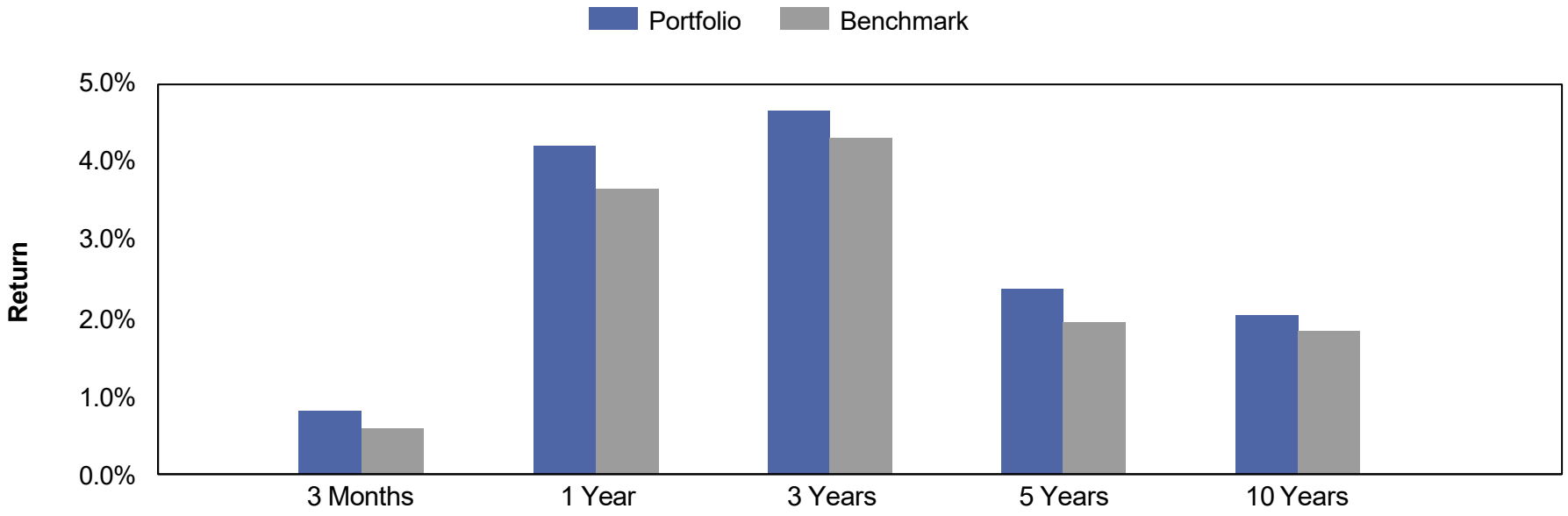



## Duration Distribution




1. *Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is Currently the GC03 ICE BofA 1 Year U.S. Treasury Index. Source: Bloomberg Financial LP. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.*

## Portfolio Performance




| Market Value Basis Earnings | 3 Months | 1 Year | 3 Years | 5 Years | 10 Years |
|---|---|---|---|---|---|
| Interest Earned[2] | $48,014 | $364,309 | $1,628,960 | $1,990,795 | $3,490,739 |
| Change in Market Value | $96,713 | $638,438 | $2,424,088 | $1,350,976 | $1,733,141 |
| **Total Dollar Return** | **$144,727** | **$1,002,747** | **$4,053,048** | **$3,341,771** | **$5,223,880** |
| **Total Return[3]** | | | | | |
| Portfolio | 0.81% | 4.20% | 4.65% | 2.38% | 2.04% |
| Benchmark[4] | 0.59% | 3.67% | 4.32% | 1.96% | 1.83% |

*1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is June 30, 2006.*
*2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
*3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.*
*4. The portfolio's benchmark is Currently the GC03 ICE BofA 1 Year U.S. Treasury Index. Source: Bloomberg Financial LP.*

## Disclosures

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*NOTFDIC INSURED : NO BANKGUARANTEE: MAYLOSE VALUE*

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- ICE Bank of America Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 4.G.

**Title**
**Consider action approving an amendment to Chapter 34 (Miscellaneous Offenses) of the Code of Ordinances.**

Consider action to adopt an Ordinance amending Chapter 34 (Miscellaneous Offenses) by amending sections 34-1 (Definitions) and 34-4 (Disruptive Behavior on City-Owned Facilities in Downtown Rowlett).

**Staff Representative**
Mike Denning, Police Chief

**Executive Summary**
The police department is proposing amendments to Chapter 34 of the Rowlett Code of Ordinances related to loitering in public places and disruptive behavior in city facilities. Sections 34-1 (Definitions) and 34-4 (Disruptive Behavior on City-Owned Facilities in Downtown Rowlett) would be updated to expand the definition of a "public place" and to prohibit loitering and disruptive behavior at all city-owned or operated properties, not just those in the Downtown Area. The police department presented this topic for discussion in the May 4, 2026, Council Work Session.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Ensure a Safe Environment** | 2.4 Fairly and impartially administer the municipal judicial system. |

**Background Information**
Chapter 34, "Miscellaneous Offenses," has been identified as outdated, specifically regarding loitering in public places and disruptive behavior at city facilities. This amendment will reflect an update to the ordinance, specifically sections 34-1 and 34-4.

**Discussion**
The proposed ordinance amendments would support the ongoing efforts to address recurring disruptive activity in the Downtown Area and additional locations by expanding

the definition of “public place” to include all buildings and facilities owned or operated by the City of Rowlett and extending prohibitions related to disruptive behavior to all city-owned properties within city limits. The amendments also establish enforcement provisions, including a maximum fine of $500 per offense, as well as standard legal clauses on repeal, savings, severability, and an effective date upon adoption.

An amendment change will contribute to improved safety conditions in the Downtown Area while providing additional tools to address disruptive behavior consistently across city facilities.

**Financial/Budget Implications**
N/A

**Recommended Action**
Move to approve amending Rowlett Municipal Code Chapter 34 "Miscellaneous Offenses", specifically 34-1 (Definitions), and 34-4 (Disruptive Behavior on City-Owned Facilities in Downtown Rowlett).

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF ROWLETT, TEXAS AT CHAPTER 34 “MISCELLANEOUS OFFENSES”, ARTICLE I “GENERAL” BY AMENDING SECTIONS 34-1 AND 34-4 REGARDING LOITERING IN PUBLIC PLACES AND DISRUPTIVE BEHAVIOR ON CITY FACILITIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED ($500.00) DOLLARS FOR EACH OFFENSE; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City owns and operates various public facilities, including but not limited to city hall, libraries, parks, recreational centers, public safety centers, public works and utility facilities, and administrative buildings, for the purpose of providing governmental services and public amenities to residents and visitors; and

**WHEREAS**, the City has a responsibility to ensure that such facilities are safe, accessible, and welcoming environments for all members of the public, including employees, patrons, and visitors; and

**WHEREAS**, loitering or disruptive behavior at City-owned or operated facilities may interfere with the intended use of such facilities, impede the delivery of public services, and discourage lawful use by the general public; and

**WHEREAS**, disruptive conduct may include behavior that is threatening, intimidating, obstructive, excessively noisy, harassing, or otherwise interferes with the safe and orderly operation of and access to City facilities; and

**WHEREAS**, the presence of loitering or disruptive behavior can increase the risk of criminal activity, property damage, and personal injury, thereby placing an undue burden on City resources and public safety personnel; and

**WHEREAS**, City employees and members of the public who lawfully use City facilities have the right to do so without fear for their personal safety or interference with their ability to access public services; and

**WHEREAS**, reasonable time, place, and manner regulations governing conduct at Cityowned or operated facilities are necessary to balance individual freedoms with the City's obligation to protect public safety, property, and the general welfare; and

**WHEREAS**, prohibiting loitering or disruptive behavior at City facilities is a content-neutral measure that is narrowly tailored to serve significant governmental interests while preserving lawful and appropriate use of public spaces;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:**

**SECTION 1**: Chapter 34, " Miscellaneous Offenses," of the Code of Ordinances, City of Rowlett, Texas, be and is hereby amended at Article I, "General," by amending sections 34-1 "Definitions" to revise the definition of "public place" to read as follows:

"CHAPTER 34 MISCELLANEOUS OFFENSES ARTICLE I. GENERAL

Sec. 34-1. - Definitions.

. . .

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, buildings or other facilities owned, held, controlled, or operated by the City of Rowlett, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities and shops.

. . . ."

**SECTION 2.** Chapter 34, " Miscellaneous Offenses," of the Code of Ordinances, City of Rowlett, Texas, be and is hereby amended at Article I, "General," by amending sections 34-4 by renaming the section to be "Disruptive behavior on City owned or operated facilities" and by further amending the section to read as follows:

"CHAPTER 34 MISCELLANEOUS OFFENSES ARTICLE I. GENERAL

Sec. 34-4. – Disruptive behavior on City owned or operated facilities.

(a) A person commits an offense if the person, along or in concert with others, intentionally or knowingly engages in disruptive activity on property owned or operated by the City of Rowlett, including all City owned, held, operated, or controlled land and facilities within the City of Rowlett's corporate boundaries.

(b) **. . .**

(2) Harassing or intimidating other persons who are using the city's library or other city owned, held, operated or controlled land and facilities;

**. . .**

(12) Failing as a parent or other adult who has assumed parental or supervisory control over a child, to adequately supervise the child to prevent the child from engaging in unlawful conduct on city owned, operated, held or controlled land or facilities. As used in this subsection, a "child" is any person under the age of 17 years. It shall be a defense to prosecution under this section that the parent was not physically present at the time of the offense. In the prosecution of an offense under this subsection, no allegation or proof of intent is necessary, and it is the intent of the governing body of the city that this shall be a strict liability offense.

(c) **. . . .**"

**SECTION 3**. All ordinances of the City of Rowlett, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of the ordinance shall remain in full force and effect.

**SECTION 4**. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances and ordinances of the City, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 5**. Should any section, paragraph, sentence, subdivision, clause, phrase or provision of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances of the City.

**SECTION 6**. Any person, firm or corporation violating any of the provisions or terms of this ordinance or the codes adopted hereby, as same may be amended, shall be deemed guilty of a misdemeanor and subject to a penalty as provided for in this ordinance, and upon conviction shall be punished by fine not to exceed the sum of Five Hundred Dollars ($500.00) for each offense.

**SECTION 7**. This ordinance shall take effect immediately upon its passage and adoption and the publication of the caption as the law and charter in such cases provide.

**Attachments**

1. Attachment 1 - Redline 34-1 and 34-4

## CHAPTER 34
## MISCELLANEOUS OFFENSES
## ARTICLE I. GENERAL

**Sec. 34-1. - Definitions.**

When used in this article, the following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Aggressive panhandling* means the solicitation or request for something of benefit without consideration and for personal gain, in an intimidating, aggressive, or abusive manner, and includes but is not limited to soliciting money or something of benefit by approaching or following pedestrians, repetitive soliciting despite refusals, soliciting persons under the age of 16 years, the use of abusive or profane language to cause fear and intimidation, unwanted physical contact, or the intentional blocking of pedestrian or vehicular traffic.

*Alcoholic beverage* means alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

*Downtown area* or *Downtown Rowlett* means the land south of the Dallas Area Rapid Transit light rail line, east of Rowlett Road, west of Skyline Drive and west of a line drawn due north from the northern terminus of Skyline Drive to the DART rail line, north of Dennis Drive and north of a line drawn due east from the east terminus of Dennis Drive.

*Public place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, buildings or other facilities owned, held, controlled, or operated by the City of Rowlett, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

*Public transportation facility* means an area officially marked and designated as a place to wait for a bus, train, a light rail vehicle, or any other vehicle used for public transportation.

## CHAPTER 34
## MISCELLANEOUS OFFENSES
## ARTICLE I. GENERAL

**Sec. 34-4. – Disruptive behavior on City owned or operated facilities.**

(a) A person commits an offense if the person, along or in concert with others, intentionally or knowingly engages in disruptive activity on property owned or ~~held~~ operated by the City of Rowlett ~~in the Downtown Area and includes~~, including all City owned, held, operated, or controlled land and facilities ~~in Downtown Rowlett~~ within the City of Rowlett's corporate boundaries.

(b) For purposes of this section, disruptive activity is:

(1) Obstructing or restraining the passage of persons in an exist, entrance, hallway, street, sidewalk, or parking lot of a building or public park without authorization of a city official;

(2) Harassing or intimidating other persons who are using the city's library or other city owned, held, operated or controlled land and facilities;

(3) Engaging in activities, individually or in concert with others, that impairs, hinders, or prevents the normal use of an exist, entrance, hallway, street, sidewalk, or parking lot of a building or public park;

(4) Making noise within or outside of a building of an intensity or volume that prevents or hinders the use of the building or that disturbs the peace and comfort of occupants of the building;

(5) Defacing, scratching, marring or otherwise causing damage to city property, including but not limited to, benches, signs, brickwork, tables, chairs, and statuary;

(6) Exhibiting, displaying or using a firearm, knife or other weapon in a manner intended to cause alarm or personal injury to another person or to damage property;

(7) Using or riding a skateboard, rollerblades, skates, or bicycles on sidewalks that are not adjacent to streets;

(8) Violating any no-play-no-pick-up policy, or other policies regulating conduct on city property, established by the city;

(9) Violating any standing or stopping prohibitions in parking lots when so designated by appropriate signage;

(10) Preventing or attempting to prevent by force or violence or the threat of force or violence a lawful meeting authorized by the city so that a person attempting to participate in the meeting is unable to participate due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur;

(11) Disrupting by force, violence or noise or the threat of force or violence a lawful meeting in progress; or

(12) Failing as a parent or other adult who has assumed parental or supervisory control over a child, to adequately supervise the child to prevent the child from engaging in unlawful conduct on city owned, operated, held or controlled land or facilities. As used in this subsection, a “child” is any person under the age of 17 years. It shall be a defense to prosecution under this section that the parent was not physically present at the time of the offense. In the prosecution of an offense under this subsection, no allegation or proof of intent is necessary, and it is the intent of the governing body of the city that this shall be a strict liability offense.

(c) This section may not be construed to infringe on any right of free speech or expression guaranteed by the Constitution of the United States or of this state.

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 4.H.

**Title**
**Consider action approving an amendment to the Master Fee Schedule.**

Consider action to adopt a resolution of the City Council of the City of Rowlett, Texas, amending the Master Fee Schedule for the City of Rowlett by adding permit, impound, and storage fees for donation bins to the “Businesses” section of the Master Fee Schedule; providing that other fees not listed but now charged pursuant to the other ordinances and resolutions shall remain in effect until transferred to the Master Fee Schedule by amendment; providing a repealing clause; providing a severability clause; and providing an effective date.

**Staff Representative**
Andrew Espinoza, Asst. Director Community Director/Chief Building Official

**Executive Summary**

The purpose of this item is to amend the City of Rowlett Master Fee Schedule establishing fees for permitting, impounding, and storage fees associated with donation bins.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Strengthen Neighborhood Livability** | 3.1 Value existing neighborhoods.<br>3.2 Sustain a community that is appealing to people at all stages of life.<br>3.3 Invest in enjoyable places of lasting value and distinctive character. |

**Background Information**

On Tuesday, May 5, 2026, City Council approved and adopted Ordinance #ORD-26-05-12 regarding the enforcement of Donation Bins which also includes application, permitting, enforcement, impoundment, and storage fees for donation bins.

**Discussion**

The adopted ordinance approved an annual permit fee of $300 for each bin. In addition, a one-time $200 impoundment fee would be assessed along with a daily storage fee of $30 per bin.

If a donation bin is impounded for longer than ten (10) calendar days, it shall be considered abandoned property and subject to disposal or sale at the City's sole discretion.

**Financial/Budget Implications**

| Donation Bin Annual Permit Fee | Donation Bin Impound Fee | Donation Bin Storage Fee |
|---|---|---|
| $300/bin | $200/bin | $30/day/bin |

**Recommended Action**

The governing body may take the following actions:
- Approve
-Approved with conditions
-Deny

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF ROWLETT BY ADDING PERMIT, IMPOUND, AND STORAGE FEES FOR DONATION BINS TO THE BUSINESSES SECTION OF THE MASTER FEE SCHEDULE: PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City has recently enacted ordinances regulating donation bins within the City; and

**WHEREAS,** the City's donation bins ordinances require the establishment of fees for permitting donation bins as well as the fees to be charged for the impounding and storage of bins determined to be in violation of the City's ordinances; and

**WHEREAS,** the City Council finds it to serve the health, safety and general public welfare to adopt the following Donation Bin permit, impound, and storage fees;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF**

**ROWLETT, TEXAS THAT:**

**SECTION 1:** The Master Fee Schedule of the City of Rowlett is hereby amended to add donation bin annual permit fee, donation bin impound fee, and donation bin storage fee, to be set forth in the Businesses section of the Master Fee Schedule as follows:

| Donation Bin Annual Permit | Donation Bin Impound | Donation Bin Storage |
|---|---|---|
| $300/bin | $200/bin | $30/day/bin |

**SECTION 2:** In the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; however, this resolution shall not amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or resolution or transferred to the Master Fee Schedule.

**SECTION 3:** All provisions of the ordinances and resolutions of the City of Rowlett in conflict with the provisions of this resolution be and the same are hereby repealed and all other provisions of the ordinances and resolutions of the City of Rowlett not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 4:** If any section, sentence, clause, or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this resolution, it being the legislative intent that the provisions of this resolution are severable and that the resolution shall continue in effect notwithstanding the invalidity of such section, sentence, clause, or phrase.

**SECTION 5**: This resolution shall be effective upon its passage.

**Attachments**
None

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 5.A.

**Title**

Consider action to adopt a resolution authorizing the award of a contract for Request for Submissions No. 2026-37-B, Roller Hockey Rink Relocation to Community Park, to RLM Earthco Inc., for an amount not to exceed $343,790.47 ($312,536.79 plus a ten percent (10%) contingency of $31,253.68); authorizing the Mayor or his designee to execute the contract and all necessary and related documents; and providing an effective date.

**Staff Representative**

Gary Enna, Interim Director of PW/City Engineering
Bryan Manderscheid, Civil Engineer
Ryan Mullins, Director of Parks & Rec

**Executive Summary**

Consider action to adopt a resolution authorizing the award of a contract for Request for Submissions No. 2026-37-B, Roller Hockey Rink Relocation to Community Park, to RLM Earthco Inc., for an amount not to exceed $343,790.47 ($312,536.79 plus a ten percent (10%) contingency of $31,253.68); authorizing the Mayor or his designee to execute the contract and all necessary and related documents; and providing an effective date.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **ENHANCE QUALITY OF LIFE** | 4.2 Create a destination-centered parks system.<br>4.3 Provide multi-modal mobility options connecting recreation and leisure nodes.<br>4.4 Create spaces, activities, and events for the arts, cultural enrichment,<br>4.7 Cultivate an environmentally conscious community. |

**Background Information**

On June 26, 2025, The City Manager's Office approved a task authorization with Dikita Enterprises, Inc., for the engineering design of the Roller Hockey Rink Relocation to Community Park project. Dikita Enterprises, Inc. prepared an Engineer's Opinion of Probable Cost (EOPC) based on industry experience, and the City evaluated this estimate against recent bid histories. The EOPC for the base bid of the project is $288,226 and the

EOPC for the bid option included is $31,228.

Two bids were received. The apparent low bidder was RLM Earthco Inc., with a bid amount of $312,536.79 and a bid option of $56,992.00. The base bid amount is $24,310.79 over the EOPC and the bid option is $25,764 over the EOPC. RLM Earthco Inc. is registered to do business in Texas and is not listed on the Texas debarred vendor list or the federal exclusion list.

## Discussion

To procure construction services for the Roller Hockey Rink Relocation to Community Park project, the City conducted a competitive, publicly advertised bidding process in accordance with state and local procurement requirements. City staff performed a comprehensive evaluation of all bids to determine the lowest and most responsive and responsible bidder.

A 'Notice to Bidders' was published in the Dallas Morning News and on the City's website on March 6, 2026, and March 13, 2026. A non-mandatory pre-bid meeting was held virtually via MS Teams on March 17, 2026, at 10:00 AM. Sealed bids were received in the purchasing office until 2:00 PM on March 25, 2026, and were publicly opened and read aloud online, in accordance with the Texas Local Government Code.

Two firms submitted itemized bids for Roller Hockey Rink Relocation to Community Park construction project. The scope of work includes approximately 1,160 SY of reinforced concrete rink floor pad, 350 CY of site grading cut, 387 CY of crushed concrete base or select fill, 638 SY of sidewalk, and soil moisture & reconditioning or scarify & recompacting of the subgrade.

The two base bids ranged from $312,536.79 to $409,174.00, as shown in Attachment A. The two bid options ranged from $56,992.00 to $74,020.00.

After evaluating the bid submitted by RLM Earthco Inc., City staff reached the following conclusions:

- The base bid amount of $312,536.79 and bid option amount of $56,992 comply with all project requirements and specifications.
- The City will not move forward with the bid option for the bleacher system. The bleachers will be installed by City staff.

The firm's financial statements demonstrate financial stability and adequate capacity to complete the project.

City staff reviewed all bids and recommended awarding the contract to RLM Earthco Inc.

The project schedule requires substantial completion within 120 calendar days from the issuance of the Notice to Proceed, with final completion within 30 calendar days thereafter.

## Financial/Budget Implications

| Project Code or Budget Account Number | Account or Project Title | Available Budget | Proposed Amount | Remaining Balance |
|---|---|---|---|---|
| PK2126 | Sports Field Construction | $399,966.63 | $343,790.47 | $56,176.16 |

The contract award for Bid No. 2026-37-B, Roller Hockey Rink Relocation to Community Park, to RLM Earthco Inc., for an amount not to exceed $343,790.47 ($312,536.79 plus a ten percent (10%) contingency of $31,253.68). The available budget covers the construction of the hockey rink pad and sidewalk. Items not included in this construction project are the dasher board, bleachers, lighting, and scoreboard. Additional funding is required to cover the full project costs and is estimated to be $106,027.44.

**Recommended Action**

Move to adopt a resolution authorizing the award of a contract for Request For Submissions No. 2026-37-B, Roller Hockey Rink Relocation to Community Park, to RLM Earthco Inc., for an amount not to exceed $343,790.47 ($312,536.79 plus a ten percent (10%) contingency of $31,253.68); authorize the Mayor or his designee to execute the contract and all necessary and related documents; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AWARDING CONTRACT NO. 2026-37-B FOR THE ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK, TO RLM EARTHCO, INC., FOR A TOTAL CONTRACT PRICE NOT TO EXCEED $343,790.47 ($312,536.79 PLUS A 10% CONTINGENCY OF $31,253.68); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CONTRACT AND ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** to procure construction services for the Roller Hockey Rink relocation to Community Park project, the City conducted a competitive, publicly advertised bidding process, No. 2026-37-B, in accordance with state and local procurement requirements; and

**WHEREAS,** staff recommends award of the contract to RLM Earthco, Inc. as the lowest responsible bidder; and

**WHEREAS,** the City Council finds that awarding Contract 2026-37-B to RLM Earthco, Inc. serves the health, safety and general welfare of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:**

**SECTION 1.** Contract No. 2026-37-B for the Roller Hockey Rink Relocation to Community Park is hereby awarded to RLM Earthco, Inc. for a total contract price not to exceed $343,790.47, which amount represents a bid of $312,536.79 plus a ten percent (10%) contingency of $31,253.68.

**SECTION 2.** The Mayor is hereby authorized to execute Contract No. 2026-37-B in substantially the form of **Exhibit "A,"** attached hereto and incorporated herein by this reference, and all other necessary and related documents on behalf of the City.

**SECTION 3.** This resolution shall take effect immediately upon its passage.

**Attachments**

1. Exhibit A - Construction Contract
2. Attachment 1 - Bid Tabulation Summary

# CONTRACT DOCUMENTS AND SPECIFICATIONS
# FOR

# ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK

## BID NO. 2026-37-B

## CIP No. PK-2126

**Design Plans Prepared by:**




March 4, 2026

Dikita Enterprises, Inc.
901 Main Street, Ste. 3240
Dallas, Texas 75202

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# SECTION 1 ADVERTISEMENT

**Legal Advertisement**

**City of Rowlett**
Notice to Bidders

The City of Rowlett is accepting sealed bids for **BID NO. 2026-37-B ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK**. Bids will be accepted online through bidnetdirect.com or delivered in hard copy to the Purchasing Office, c/o the City of Rowlett Action Center, 4000 Main St., Rowlett, TX 75088, or mailed to PO Box 99, Rowlett, TX 75030-0099, before **2:00pm (CT) on March 25, 2026**. Bids will be publicly opened online and read in compliance with statutory requirements at 2:30pm on the day bids are due via a Microsoft Teams meeting as follows:

Meeting ID: 255 591 899 243 54
Passcode: 7cX7sm2G
Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzQzNmVmZDgtNmZlMi00NGM5LWIxYzEtNTE1ODQ5OTJjNDY3%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

A non-mandatory pre-bid meeting will be held online on March 17, 2026, at 10:00am (CT) as follows:

Meeting ID: 216 870 963 346 8
Passcode: Yq3BF2bL
Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjRkM2M2YjAtMjVlOC00ZWI1LTg3ZTktMzY4YjI1ODgxMDAz%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

Bid documents are available for download at https://www.bidnetdirect.com/texas/cityofrowlett. For questions regarding this project, please email jcalhoun@rowlett.com.

Publish dates: 3/6/2026 and 3/13/2026
Bid Number 2026-37-B

# SECTION 2 NOTICE TO BIDDERS

# NOTICE TO BIDDERS

The City of Rowlett ("City") is accepting competitive sealed bids for **BID NO. 2026-37-B ROLLER HOCKET RINK RELOCATION TO COMMUNITY PARK.** Bids will be accepted online through bidnetdirect.com or delivered in hard to the Purchasing Office, c/o the City of Rowlett Action Center, 4000 Main St., Rowlett, TX 75088, or mailed to PO Box 99, Rowlett, TX 75030-0099 until **2:00pm (CT) on Wednesday, March 25, 2026.** Any bids received after this time will not be accepted and will be returned unopened. **Bids will be publicly opened and read in compliance with statutory requirements at 2:30pm on the day bids are due.** To participate in the public bid opening, please use the following:

| | |
|---|---|
| Meeting ID: | 255 591 899 243 54 |
| Passcode: | 7cX7sm2G |
| Link: | https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzQzNmVmZDgtNmZlMi00NGM5LWIxYzEtNTE1ODQ5OTJjNDY3%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d |

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of the construction of the Roller Hockey Rink at Community Park including but not limited to concrete pavement, subgrade improvements, siud

**The successful bidder will begin construction within 10 calendar days after the issuance of the Notice to Proceed. Substantial completion of the work will be achieved within 120 calendar days of the date indicated on the Notice to Proceed and final completion will be achieved within 30 calendar days after substantial completion.**

Each bid submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount bid, payable without recourse to the City of Rowlett, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the City, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the City's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be downloaded free of charge from Current Bidding Opportunities by completing the no-cost vendor registration at the following link: https://www.bidnetdirect.com/texas/cityofrowlett.

Questions and requests for clarifications in regards to this bid should be submitted in writing through bidnetdirect.com or via email directly to January Calhoun, Purchasing Manager, at jcalhoun@rowlett.com. The deadline for receipt of questions and requests for clarifications is **12:00pm**

**on Wednesday, March 18, 2026.** After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or City.

# SECTION 3 INSTRUCTIONS TO BIDDERS

# INSTRUCTIONS TO BIDDERS

1. Instructions: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted unless bidder takes exception in writing when submitting bid.

2. Submittal Deadline: The City of Rowlett (City) is accepting bids until **2:00pm on Wednesday, March 25, 2026.**

3. Submittal Location: Bids will be accepted online through bidnetdirect.com or delivered in hard copy to the Purchasing Office, c/o the City of Rowlett Action Center, 4000 Main St., Rowlett, TX 75088, or mailed to PO Box 99, Rowlett, TX 75030-0099.

4. If submitting a hard copy bid, Bidder shall submit one (1) original and one (1) electronic copy of their bid on a thumb drive in a **sealed envelope clearly marked with their name and BID NO. 2026-37-B ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK**. Bidder shall complete all requested information and submit all required documents.

5. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may, at its sole option and within its sole discretion, waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 90 days after actual date of the opening thereof.

6. Bid Opening: **The bid opening will be conducted online on Wednesday, March 25, 2026 @ 2:30pm.** To participate in the bid opening, please use the following:

   Meeting ID: 255 591 899 243 54
   Passcode: 7cX7sm2G
   Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzQzNmVmZDgtNmZlMi00NGM5LWIxYzEtNTE1ODQ5OTJjNDY3%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

7. Bid Documents: Copies of Plans, Specifications, and Contract Documents may be downloaded from Current Bidding Opportunities by completing the no-cost vendor registration at the following link: https://www.bidnetdirect.com/texas/cityofrowlett.

8. Questions and Requests for Clarification: Questions and requests for clarifications in regards to this bid should be submitted in writing through bidnetdirect.com or via email directly to January Calhoun, Purchasing Manager at jcalhoun@rowlett.com. The deadline for receipt of questions and requests for clarifications is **12:00pm on Wednesday, March 18, 2026**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or City.

9. Addenda: If it becomes necessary to provide additional information to potential Bidders, the City of Rowlett Purchasing Office will issue an addendum containing the necessary information.

10. Pre-Bid Meeting: A pre-bid meeting will be held for this project **online** at **10:00am, Tuesday, March 17, 2026.** Attendance is optional. To participate in the pre-bid meeting, please use the following:

| | |
|---|---|
| Meeting ID: | 216 870 963 346 8 |
| Passcode: | Yq3BF2bL |
| Link: | https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjRkM2M2YjAtMjVlOC00ZWI1LTg3ZTktMzY4YjI1ODgxMDAz%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d |

# SECTION 4 STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS

1. **APPLICABILITY**: These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.

2. **NOTIFICATION**: The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.

3. **ADDENDA**: Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.

4. **SILENCE OF SPECIFICATION**: The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.

5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.

6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

7. **PAPER SUBMISSIONS**: Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

8. **PRESENTATION OF BIDS/PROPOSALS**: Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS**: The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

10. **PRICING**: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

    Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **PROPRIETARY INFORMATION**: All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.

12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax-Exempt Form will be provided by the City upon request. A request for a Tax-Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.

13. **WITHDRAWAL OF OFFER**: Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.

14. **F.O.B./DAMAGE**: Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.

15. **PREPARATION COST**: All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.

16. **TESTING**: At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.

17. **SAMPLES**: At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.

18. **QUALITY**: Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in, nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

24. **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm.

**25.** **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

**26.** **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

**27.** **MINIMUM STANDARDS FOR RESPONSIBILITY**: A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required
B. Ability to comply with the required or proposed delivery schedule
C. Have a satisfactory record of performance
D. Have a satisfactory record of integrity and ethics
E. Be otherwise qualified and eligible to receive an award

**28.** **AWARD OF CONTRACT**: The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

A. The purchase price
B. The reputation of the vendor and of the vendor's goods or services
C. The quality of the vendor's goods or services
D. The extent to which the goods or services meet the City's needs
E. The vendor's past relationship with the City
F. The total long-term cost to the City to acquire the vendor's goods or services
G. Any relevant criteria specifically listed herein

**29.** **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.

**30.** **FUNDING**: The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

**31.** **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.

**32.** **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates**. When a delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

**33.** **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).

**34.** **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.

**35.** **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.

**36.** **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.

**37.** **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all vendor's records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

**38.** **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

**39.** **INDEMNITY**: **The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.**

**40.** **INDEMNITY; PATENT RIGHTS**: **The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents**.

**41.** **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

**42.** **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

**43.** **REMEDIES**: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

**44.** **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.

**45.** **ENERGY BOYCOTT:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

**46.** **FIREARMS:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

**47.** **CRITICAL INFRASTRUCTURE:** In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

**48.** **ANTI-BOYCOTT ISRAEL VERIFICATION:** In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than $100,000.

**49.** **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and

each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

# SECTION 5 ADDITIONAL CONDITIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS

# ADDITIONAL CONDITIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS

1. **APPLICATION:** The following additional conditions apply to projects for which a Public Works Construction Contract will be executed.

2. **QUALIFICATIONS OF BIDDER:** The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. The following list is not exclusive:

   Five (5) Prior Projects: Bidder participants, whether general contractor, prime contractor, joint venture contractor or subcontractor, shall provide documented evidence of having completed at least five (5) projects for the installation and construction of facilities similar in nature to the project being bid and having 10 years experience. Bidder shall be required to submit references of previous projects to enable the City to verify references. This experience documentation shall be submitted prior to, and as a special requirement for, being considered for award of the contract for the subject project. Any bid may be rejected if the City determines that the Bidder has not provided documented evidence of having successfully and timely completed at least five (5) projects that are similar in nature, scope, and size as that contemplated herein. The city may make inquiry with the owners of any other projects. Conditional bids will not be accepted. This information should include at a minimum:

   **Names and addresses of similar projects**
   **Owner's Name**
   **Owner's representative including telephone number and email address**
   **Architect or Engineer Name**
   **Architect or Engineer representative including telephone number and email address**

   Financial Statements: A bid may be rejected if the City determines that the bidder lacks sufficient financial resources or soundness to commence, operate and complete the Project. Bidders shall, in addition to other documents required herein, provide recent financial statements covering the two immediately preceding calendar years. Financial statements should be marked or stamped "CONFIDENTIAL" by the Bidder and, to the fullest extent allowed by law, will be kept and maintained as confidential by the City. Financial statements must demonstrate sufficient assets, resources, and income, based on the nature, scope and size of the Project, to demonstrate to the City's sole satisfaction, that the Bidder has the financial capacity to fully perform the Project. The City's review and evaluation of the financial soundness of the Bidder is solely and exclusively within the City's sole discretion.

   Subcontractors: At least 51% of the work must be completed by the primary contractor and the City reserves the right to approve all sub-contractors. Sub-contractor information must be submitted with the bid for evaluation.

3. **BID SECURITY:** Each bid must be accompanied by a certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the city, in the amount of 5% of the bid. Such checks will be returned thirty days after the award of the contract, or, if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the City the security deposited with his bid.

4. **TIME OF COMPLETION AND LIQUIDATED DAMAGES:** Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the specified time as stated in the proposal.

   TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS PROJECT. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY FOR TIME OF COMPLETION. FAILURE TO MEET THE CONTRACTUAL DEADLINE, OR A DELAY IN MEETING PROJECT SCHEDULES, MAY BE DEEMED A DEFAULT.

   Liquidated damages may be imposed per Section 3.4.1 of the Public Works Construction Contract due to work delay.

5. **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously with his delivery of the executed contract, the Contractor shall furnish Performance Bond in the amount of one hundred fifteen percent (115%) and Payment Bond in the amount of one hundred percent (100%) of the total contract price as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the Special Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City.

6. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his bid. This liquidated damage amount is not a penalty but is, instead, a reasonable forecast of actual damages that the City may sustain were the bidder to default.

7. **MAINTENANCE BOND:** A Maintenance Bond for two years from the formal date of final acceptance in the amount of 100% of the final contract price to cover defective workmanship of materials is required for all projects as discussed in the Special Conditions.

8. **POWER OF ATTORNEY:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

9. **CONDITIONS OF WORK:** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor and will be responsible for coordination with utilities on site.

10. **ADDENDA AND INTERPRETATIONS:** Bidders are responsible for a thorough review of the contract documents, plans and specifications. Bidders shall assume all risk of any ambiguities. Thus, it is imperative that bidders be familiar with the contract documents as well as the job site. If there is any ambiguity in the plans and specifications that give rise to two or more different interpretations of the work called for, the bidder will be assumed to have bid the most expensive alternative.

    No interpretation of the meaning of plans, specifications, or other pre-bid documents will be made to any bidder orally. Every inquiry or request for such interpretation should be in writing addressed to the Purchasing Office at purchasing@rowlett.com and any architectural or engineering firm included in any special instructions. To be given consideration requests must be received at least three days prior to the date fixed

for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted through the eProcurement at https://www.bidnetdirect.com. Bidders are expected to check the eProcurement system for all addenda not later than two days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**11.** **NOTICE OF SPECIAL CONDITIONS:** Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

a. Inspection and testing of materials
b. Insurance requirements
c. Prevailing Wage rates
d. Stated allowances
e. 100% maintenance bond (Construction projects exceeding $50,000)
f. 100% payment bond (Construction projects exceeding $50,000)
g. 115% performance bond (Construction projects exceeding $100,000)

**12.** **LAWS AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**13.** **OBLIGATION OF BIDDERS:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to his bid.

**14.** **WORK ORDER CHANGES:** It is understood that the quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. Any change order will be approved by the City prior to work being started on said change.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth except as provided for in the specifications. The City reserves the right to increase or decrease the amount of work to be done by any amount not to exceed twenty-five percent (25%) of the original contract amount except as noted in the Measurement and Payment Section. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Engineer for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, they may be decreased to cover deletion of work so ordered.

The City reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

The time for performance set forth in the contract documents contemplates normal bad weather days and typical construction delays. Extensions in the time for performance may be given or allowed for if and only if the extension is approved by the City and the approval is evidenced by a written and signed Change Order.

15. **MINIMUM WAGE RATES:** Each bidder, contractor or subcontractor shall comply with the Texas Minimum Wage Act, Texas Labor Code regarding prevailing minimum wages.

16. **RETAINAGE:** Retainage will be withheld on this project according to Section 5.2.5 of the Public Works Construction contract.

17. **DIGITAL DATA SUBMISSION:** Any contract that requires a mapping submission must meet the standards stated per document "Digital Data Submissions Standards" provided on page 22.

18. **SALES TAX LAW:** Legislation has removed the sales tax exemption previously provided by Section 151.311 of the Tax Code covering tangible personal property purchased by a contractor for use in the performance of a contract for the improvement of City-owned realty.

    It is still possible, however, for a contractor to make tax-free purchases of tangible personal property which will be incorporated into and become a part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one which separates charges for materials from charges for labor. Under such a contract, the Contractor becomes a "seller" of those materials which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The Contractor issues a resale certificate in lieu of paying the sales tax at the time such items are purchased. The Contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for materials which do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

    Utilization of this "separated contract" approach eliminates the need for bidders to figure in sales tax for materials which are to be incorporated into the project. The bidder should therefore be certain, when completing the bid form, to separate the bid as provided on the bid form. The successful bidder, prior to award of a construction contract, shall furnish a complete bid form separating by each item taxable and non-taxable amounts of the amount bid.

19. **PREFERENCE FOR RECYCLED PRODUCT:** Per Texas Administrative Code, Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality, Chapter 328, Subchapter k., Rule 328.203, the City of Rowlett is required to give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than 10% greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules.

    The City relies on vendors to correctly represent the products offered in response to a solicitation and will not be responsible for incorrect information provided by an offeror/vendor. Categories of recycled products and recommended percentages of post-consumer materials and total recovered materials content can be found in the Environmental Protection Agency's Comprehensive Procurement Guidelines at Comprehensive Procurement Guideline (CPG) Program | US EPA.

20. **WORKING DAYS AND HOURS:** The contractor must commence work within ten (10) days of the notice to proceed or work order date. Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. No work is allowed on Sundays or official City holidays. The Contractor has the option of working on Saturdays at the City's discretion. Prior written authorization from the City is required.

    Requests for after-hours engineering inspections must be submitted in writing at least 48 hours in advance, with cancellations communicated by 4:00 P.M. the day before to avoid a two-hour minimum fee; same-day cancellations, except for weather-related issues, will incur the same charge. The after-hours inspection fee is $75 per hour, with a minimum of two hours, and project acceptance is contingent upon the full payment of

all inspection fees. Any work done without proper inspection is subject to removal and replacement as directed by the City.

# Digital Data Submission Standards

The City of Rowlett has adopted geographic information system (GIS) technologies to store, manage, and maintain spatially related (geographic) data. The land development, civil engineering, and surveying communities have also embraced digital technologies in their respective professional communities. Because development plans are now created using computer aided design and drafting (CAD), it is the goal of City of Rowlett to leverage such advanced techniques to expedite the design and plan review processes within the city. For such an effort to succeed, standards must be implemented to allow CAD data to be integrated into the City's GIS while preserving the referential and positional accuracy of the original measurements. These standards will enhance file transfer abilities between the City of Rowlett, developers, and engineers as well as between departments of the City of Rowlett. The process will also improve efficiency in the form of data input time, cost, manpower, and services at the City of Rowlett.

## Each submission must contain:

- One digital **CAD** file of the plan **.dwg** or **.dxf** or ESRI **.shp** file.
- One digital **PDF** of the plan.

**Digital File Format:**

- Autodesk Autocad **.dwg** format version 2000 – 2013 or a **.dxf** format.
- ESRI **.shp** format must also include associated **.dbf**, **.shx** files.
- No polylines or annotation shall be stored in blocks. Explode all blocks that do exist. (Block references migrate to GIS as a single point at the block's insertion point).
- No annotation shall be included in any feature layer and no feature shall be included in any annotation layer. Annotation for each layer shall be placed in annotation layers.
- Drawing features shall include layer names. Systems using numbered levels, such as Microstation, must include a conversion table in the .dxf file creation process that can be used to specify named layers.
- Closure is critical in converting CAD elements to GIS features. If appropriate (ie. parcel boundaries, subdivision boundary, buildings), all polygonal features shall be 'snapped' closed.

**Spatial Reference Information:**

Digital data provided to or produced for the city must be **georeferenced**. Please tie all surveys to the **State Plane** coordinate system. The standard coordinate system for City:

| | |
|---|---|
| *Projected coordinate system name:* | **NAD1983 State Plane Texas North Central FIPS 4202** |
| *Geographic coordinate system name:* | GCS North American 1983 |
| *Map Projection Name:* | Lambert Conformal Conic |
| *Planar Distance Units:* | Survey Feet |

**Delivery:**

Send an email with the CAD drawings along with the title of the drawing, type of drawing (e.g., As-built, Final Plat, etc). For any questions, please email gis@rowlett.com

# SECTION 6 BID FORMS

**BID FORM**

**BID NO. 2026-37-B**

**ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK**

| Item No. | Quantity | Units | Description | Unit Price | Extended Amount |
|---|---|---|---|---|---|
| 1 | 1 | LS | MOBILIZATION (5% Maximum) | $13,180.00 | $13,180.00 |
| 2 | 1 | LS | SITE CLEARING (INCLUDING BLADING TOP 3" OF TOPSOIL) | $7,840.00 | $7,840.00 |
| 3 | 350 | CY | SITE GRADING CUT | $71.27 | $24,944.50 |
| 4 | 1 | LS | SOIL MOISTURE AND RECONDITION OR SCARIFY AND RECOMPACT | $21,670.00 | $21,670.00 |
| 5 | 1258 | SY | 6" REINFORCED CONCRETE RINK FLOOR PAD | $56.65 | $71,265.70 |
| 6 | 548 | SY | 5" REINFORCED CONCRETE WALK ON COMPACTED SAND | $63.60 | $34,852.80 |
| 7 | 65 | CY | 24" X 24" REINFORCED CONCRETE EDGE BEAM (INCLUDING TRENCHING, BACKFILL, REBAR, AND INSTALLATION) | $381.10 | $24,771.50 |
| 8 | 185 | SY | 4" REINFORCED 10' WIDE CONCRETE SIDEWALK | $78.23 | $14,472.55 |
| 9 | 188 | CY | CRUSHED CONCRETE BASE OR SELECT FILL | $266.52 | $50,105.76 |
| 11 | 1 | LS | CONCRETE CURB CUT AND REMOVAL | $748.00 | $748.00 |
| 12 | 1056 | SY | COMMON BERMUDA SOD | $22.42 | $23,675.52 |
| 13 | 568 | LF | SILT FENCE | $11.58 | $6,577.44 |
| 14 | 150 | LF | 4" PVC ELECTRIC DUCT | $37.86 | $5,679.00 |
| 15 | 3 | EA | ELECTRIC GROUND BOXES (12"X23") | $4,251.34 | $12,754.02 |
| **TOTAL BASE BID** | | | | | **$312,536.79** |
| 16 | 4 | EA | OPTIONAL ITEM: 5-ROW ADA COMPLIANT OUTDOOR BLEACHER SYSTEM, LEFT OR RIGHT AISLE | $14,248.00 | $56,992.00 |
| **TOTAL BID OPTION** | | | | | **$56,992.00** |

# BID CERTIFICATION FORM
# BID NO. 2026-37-B

The undersigned bidder having thoroughly examined the contract documents, including plans, specifications, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to do all the work, furnish all labor, equipment, and material, except as specified to be furnished by the City, which is necessary to fully complete all of the work as provided in the plans and contract documents and subject to the inspection and approval of the City of Rowlett, Texas, and binds himself upon acceptance and award of this bid to execute a contract and furnish all required insurance, sureties and bonds, as may be required by the contract documents for the performing and completing of said work. Contractor proposes to do the work within the time stated at the bid prices submitted on the Bid Form and agrees to abide by the terms and statutory requirements governing the solicitation process.

**A. FIRM INFORMATION**

Legal Name of Vendor: RLM Earthco

Tax ID Number: 45-2837095 Telephone No: 940-231-4255

State of Formation: Texas Year of Formation: 2011

Address: 1150 Blue Mound Road West, ste. 304

Fort Worth TX 76052

Contact Name and Title: Scott Mershon, President

Contact Email Address: smershon@rlmearthco.com

**B. ADDENDA**

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the bid by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

Recognizing this responsibility, the bidder hereby acknowledges receipt of the following Addenda:

Addendum 1 Initial SM Addendum _____ Initial _____

Addendum_____ Initial _____ Addendum _____ Initial _____

Addendum_____ Initial _____ Addendum _____ Initial _____

The failure of the bidder to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the bid as being non-responsive, or (ii) to accept the bid, in which event the bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

**C. CERTIFICATION**

Within ten (10) days after acceptance of this Proposal, the undersigned will execute the formal contract and will deliver an approved Surety Bond and such other bonds as required by the Contract Documents, for the faithful performance of the Contract. The attached bid security in the amount of 5% is to become the property

of the Owner in the event the contract and bond or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional work caused thereby.

The undersigned assures that its employees and applicants for employment and those of any labor organization, subcontractors, or employment agency in either furnishing or referring employee applicants to the undersigned are not discriminated against.

The bidder agrees to begin construction within 10 calendar days after the issuance of the Notice to Proceed with Construction (Work Order). **Substantial completion of the work will be achieved within 120 calendar days of the date indicated on the Notice to Proceed and final completion will be achieved within 30 calendar days after substantial completion.**

I certify that I have the legal authority to bind the bidder listed above, and I further certify that there are no objections to any of the terms and conditions listed in this bid document.

**Signature of Authorized Representative:** SMR

**Printed Name and Title of Authorized Representative:** Robert S. Mershon

**Date of Certification:** 3-25-2026

# SUBCONTRACTOR FORM

List of Major Subcontractors

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below, and

2. The following list includes all subcontractors who will perform work on this contract.

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to perform the work required.

| Category | Name of Subcontractor | Address | Meets Qualifications |
|---|---|---|---|
| Soil Stabilization | - EarthLok- | 251 Lone Elm Waxahachie,TX 75167 | Yes |
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# BID BOND
# BID NO. 2026-37-B

STATE OF TEXAS

COUNTY OF DALLAS

**KNOW ALL MEN BY THESE PRESENTS:** That we RLM Earthco, Inc. hereinafter referred to as "Principal", and Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of California, with its principal office in the City of CLEVELAND, OH and fully licensed to transact business in the State of Texas, as Surety (herein referred to as "Surety"), are held and firmly bound unto the **CITY OF ROWLETT**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner", in the full and just sum of Five Percent of the Greatest Amount Bid Dollars ($ 5% G.A.B ) (five percent (5%) of the total bid price) in lawful money of the United States, to be paid in Dallas County, Texas, upon demand of the Owner, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to perform, as described in these Contract Documents; and

**WHEREAS,** the Contractor desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this bid.

**NOW, THEREFORE**, The conditions of this obligation are such that if the Bid is accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of form and manner required by the Owner, and execute a sufficient and satisfactory contract Performance Bond in an amount of One Hundred Fifteen Percent (115%), and a Payment Bond and Maintenance Bond, in an amount of One Hundred Percent (100%) of the total Contract price, each payable to the Owner, in form and with security satisfactory to said City of Rowlett, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Rowlett, upon demand, the amount hereof in good and lawful money of the United States of America not as a penalty but as liquidated damages.

Surety companies executing Bonds must hold Certificates of Authority as Acceptable Sureties, must appear on the Treasury Department's most current list "A" Rating or better (Circular 570 as amended), and be authorized to transact business in the State of Texas.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Dallas County, Texas.

[Signatures on the next page]

**IN TESTIMONY THEREOF**, The Principal and Surety have caused these presents to be duly signed and sealed this, the 25th day of March, 2026.

ATTEST:

By: Lindsey Tucker
Signature
Lindsey Tucker
Printed Name
Office Manager
Title
1150 Blue Mound Road West, Suite 304
Address
Haslet, TX 76052
City, State, Zip Code
940-231-4255
Phone Number

**PRINCIPAL**:

RLM Earthco, Inc.
Company Name
By: AMZ
Signature
Robert S. Mershon
Printed Name
President
Title
1150 Blue Mound Road West, Suite 304
Address
Haslet, TX 76052
City, State, Zip Code
940-231-4255
Phone Number

ATTEST:

By: Agathe Baluti
Signature
Agathe Baluti
Printed Name
Witness
Title
800 Superior Avenue E, 21st Floor
Address
Cleveland, OH 44114
City, State, Zip Code
(216) 328-6100
Phone Number

**SURETY**: Developers Surety and Indemnity Company

By: Yamillec Hite
Signature
Yamillec Hite
Printed Name
Attorney-in-Fact
Title
800 Superior Avenue E, 21st Floor
Address
Cleveland, OH 44114
City, State, Zip Code
(216) 328-6100
Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: AssuredPartners of Texas a Arthur J. Gallagher & Co.
STREET ADDRESS: 8150 N Central Expy Ste 1410
CITY, STATE, ZIP: Dallas, TX, 75206

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Russ Frenzel, Cynthia Alford, Brent Baldwin, John A. Aboumrad, Yamillec Hite, and Neira Hernandez , of Plano, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective February 19, 2026 .

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024 .

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024

By: DocuSigned by: Janie Clark 876B6D3E22364A8... Janie Clark, Assistant Secretary

SEAL

Ed. 0824

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Signed and sealed this 25th day of March , 2026 .



AmTrust Surety
An AmTrust Financial Company

**Developers Surety and Indemnity Company**
**CorePointe Insurance Company**

## IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
E-mail: ConsumerProtection@tdi.state.tx.us

For any complaints you may also contact AmTrust Customer Service at:

Telephone: **1-877-528-7878**

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by mail to the following address:

Mailing Address: AmTrust Financial Services, Inc.
P.O. Box 5939
Cleveland, OH 4410
Attention: Surety Claims

Physical Address: AmTrust Financial Services, Inc.
800 Superior Ave
Cleveland, OH 44114

Email: suretybondclaims@amtrustgroup.com

Note: The maximum size for any single email message including attachments is 20MB. Please send any correspondence in excess of this size to the P.O. Box noted above.

**PREMIUM OR CLAIM DISPUTES:**

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:**
This notice is for information only and does not become a part or condition of the attached document.

# SECTION 7 INSURANCE REQUIREMENTS AND BOND FORMS

# INSURANCE REQUIREMENTS
## STANDARD INSURANCE REQUIREMENTS

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

### 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

### 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

| Contracts between $1,000,000 and $8,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $2,000,000 aggregate or; | City to be named as additional insured |

| | | |
|---|---|---|
| | • $2,000,000 combined single limits | |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

# WORKERS' COMPENSATION INSURANCE COVERAGE

**WC.1** **DEFINITIONS**

Certificate of coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC- 81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project: Includes the time from the beginning of the work on the project until the contractor's/persons work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 1.03): Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, CITY-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

**WC.2** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

**WC.3** The contractor must provide a certificate of coverage to governmental entity prior to being awarded the contract.

**WC.4** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**WC.5** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the

project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project, and,

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

**WC.6** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

**WC.7** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knows or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

**WC.8** The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, information all persons providing services on the project that they are required to be offered, and stating how a person may verify coverage and report lack of coverage.

**WC.9** The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and,

(b) a new certificate of coverage showing extension of

coverage, prior tot he end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knows or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

**WC.10** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self- insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**WC.11** The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entities the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**WC.12** The contractor shall indemnify the governmental entity and hold it harmless for any amounts sought against the governmental entity by any employee or independent sub- contractor. The contractor further agrees to assist City in the defense of any attempts to assert a worker's compensation subrogation lien by any medical insurer, including, but not limited to, the release and disclosure of all files and documents that would be relevant or pertinent to the City's defense.

# PERFORMANCE BOND

**STATE OF TEXAS**

**COUNTY OF DALLAS**

**KNOW ALL MEN BY THESE PRESENTS:** That _____ whose address is _____, hereinafter referred to as "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety (herein referred to as "Surety"), are held and firmly bound unto the **CITY OF ROWLETT**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner", in the penal sum of _____ Dollars ($_____) (one hundred percent (115%) of the total bid price) in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Rowlett, the Owner, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**BID NO. 2026-37-B**

**ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK**

in the City of Rowlett, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Dallas County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

**IN WITNESS WHEREOF**, this instrument is executed and shall be deemed an original, this, the _____ day of _____, 20____.

| | |
|---|---|
| ATTEST: | **PRINCIPAL**: |
| | _____<br>Company Name |
| By: _____<br>Signature | By: _____<br>Signature |
| _____<br>Printed Name | _____<br>Printed Name |
| _____<br>Title | _____<br>Title |
| _____<br>Address | _____<br>Address |
| _____<br>City, State, Zip Code | _____<br>City, State, Zip Code |
| _____<br>Phone Number | _____<br>Phone Number |

[*Signatures continued on following page*]

| ATTEST: | **SURETY**: |
|---|---|
| By: _____ Signature | By: _____ Signature |
| _____ Printed Name | _____ Printed Name |
| _____ Title | _____ Title |
| _____ Address | _____ Address |
| _____ City, State, Zip Code | _____ City, State, Zip Code |
| _____ Phone Number | _____ Phone Number |

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

**NOTE**: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

# PAYMENT BOND

**STATE OF TEXAS**

**COUNTY OF DALLAS**

**KNOW ALL MEN BY THESE PRESENTS:** That _____ whose address is _____, hereinafter referred to as "Principal", and_____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety (herein referred to as "Surety"), are held and firmly bound unto the **CITY OF ROWLETT**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ _____DOLLARS ($_____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Rowlett, the Owner, dated on or about the _____ day of _____, A.D. 20___, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**BID NO. 2026-37-B**

**ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK**

in the City of Rowlett, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Dallas County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

**IN WITNESS WHEREOF**, this instrument is executed and shall be deemed an original, this, the _____ day of _____, 20____.

| ATTEST: | **PRINCIPAL**: |
|---|---|
| | _____ |
| | Company Name |
| By: _____ | By: _____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Address | Address |
| _____ | _____ |
| City, State, Zip Code | City, State, Zip Code |
| _____ | _____ |
| Phone Number | Phone Number |

[*Signatures continued on following page*]

| ATTEST: | **SURETY**: |
|---|---|
| By: _____ Signature | By: _____ Signature |
| _____ Printed Name | _____ Printed Name |
| _____ Title | _____ Title |
| _____ Address | _____ Address |
| _____ City, State, Zip Code | _____ City, State, Zip Code |
| _____ Phone Number | _____ Phone Number |

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

**NOTE**: Date on **Page 1** of Payment Bond must be **same date as Contract**. Date on **Page 2** of Payment Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

# MAINTENANCE BOND

**STATE OF TEXAS**

**COUNTY OF DALLAS**

**KNOW ALL MEN BY THESE PRESENTS:** That _____ whose address is _____, hereinafter called "Principal:, and_____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety (herein referred to as "Surety"), are held and firmly bound unto the **CITY OF ROWLETT**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ _____ DOLLARS ($_____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**WHEREAS**, the Principal entered into a certain Contract with the City of Rowlett, the Owner, dated on or about the _____ day of _____, A.D. 20___, a copy of which is attached hereto and made a part hereof, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**BID NO. 2026-37-B**

**ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK**

in the City of Rowlett, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**WHEREAS,** in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the City Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void;

otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

**PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.**

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Dallas County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

**IN WITNESS WHEREOF**, this instrument is executed and shall be deemed an original, this, the _____ day of _____, 20____.

| ATTEST: | **PRINCIPAL**: |
|---|---|
| | _____ |
| | Company Name |
| By: _____ | By: _____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Address | Address |
| _____ | _____ |
| City, State, Zip Code | City, State, Zip Code |
| _____ | _____ |
| Phone Number | Phone Number |

[*Signatures continued on following page*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City, State, Zip Code

_____
Phone Number

**SURETY**:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City, State, Zip Code

_____
Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

# SECTION 8 PREVAILING WAGE RATES

## Pertinent Information Regarding Wage Rate Determinations and Monitoring

1. The Prevailing Wage Rate Determination is defined as (1) the Prevailing Wage Rate Determination Information sheet (document number WR1001), (2) the Prevailing Wage Rate Determination for Building Construction Trades, and (3) the Department of Labor (DOL) Heavy Highway Determination. The DOL Heavy Highway rates are to be paid to workers engaged in site work determined to be five (5) feet beyond the building, extending to the property boundary.

2. The General Contractor shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. It shall be the responsibility of the City to ensure compliance.

3. The City shall ensure that not less than the posted, specified rates are paid to all classifications of workmen, mechanics and laborers employed by the General Contractor and/or Subcontractors, in the execution of their contract with the City. Contractors and Subcontractors will be monitored to ensure they are paying prevailing wage rates.

   A contractor or subcontractor who violates this section shall pay to the City on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

   The City shall use any money collected under this section to offset the costs incurred in the administration of this task.

4. The City shall take cognizance of wage rate disputes and/or complaints of all violations of the provisions of Chapter 2258 Texas Government Code Title 10. Labor interviews will be conducted as required by the Davis-Bacon Act.

5. The City is not requiring that fringe benefits be paid on the project.

6. The rates specified in the bid documents are journeyman rates. The apprentice rate is commensurate with the experience and skill of the worker, but at a rate not less than 60% of the journeyman's wage. At no time shall a journeyman supervise more than one (1) apprentice.

   Note: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

# Prevailing Wage Rate Determination Information

The following information is taken from Chapter 2258 Texas Government Code Title 10:

**2258.021 Duty of Governmental Entity to Pay Prevailing Wage Rates**

(a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it;
(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
(2) not less than the general prevailing rate if per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

**2258.023 Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty**

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.22 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state (City) on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

**2258.051 Duty of Public Body to Hear Complaints and Withhold Payment**

A public body awarding a contract, and an agent or officer of the public body, shall;

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

# Worker Classification Definition Sheet

**Asbestos Worker**: Worker who removes and disposes of asbestos materials.

**Carpenter**: Worker who builds wood structures, or structures of any material which has replace wood. Includes rough and finish carpentry, hardware and trim.

**Carpet Layer/Floor Installer**: Worker who installs carpet and/or floor coverings - vinyl tile.

**Concrete Finisher**: Worker who floats, trowels, and finishes concrete.

**Data Communication-Telecom Installer:** Worker who installs data/telephone and television cable and associated equipment and accessories.

**Drywall Installer/Ceiling Installer:** Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.

**Electrician**: Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems, and HVAC electrical controls.

**Elevator Mechanic**: Craftsman skilled in the installation and maintenance of elevators.

**Fire Proofing Installer** : Worker who sprays or applies fire proofing materials.

**Glazier**: Worker who installs glass, glazing and glass framing.

**Heavy Equipment Operator**: Includes but not limited to all cat tractors, all derrick-powered, all power operated cranes, back hoe, back filler, power operated shovel, winch truck, all trenching machines.

**Insulator**: Worker who applies, sprays, or install insulation.

**Iron Worker**: Skilled craftsman who erects structural steel framing and installs structural concrete rebar.

**Laborer/Helper**: Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.

**Lather/Plasterer:** Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.

**Light Equipment Operator**: Includes but not limited to air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14 cf), conveyer.

**Mason**: Craftsman who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.

**Metal Building Assembler**: Worker who assembles pre-made metal buildings.

**Millwright**: Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.

**Painter/Wall Covering Installer :** Worker who prepares wall surfaces and applies paint and/or wall

coverings, tape and bedding.

**Pipefitter:** Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.

**Plumber**: Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals and related work.

**Roofer:** Worker who installs roofing materials, Bitumen (asphalt and cold tar), felts, flashings, all types roofing membranes and associated products.

**Sheet Metal Worker**: Worker who installs sheet metal products. Roof metal, flashings, and curbs, ductwork, mechanical equipment, and associated metals.

**Sprinkler Fitter**: Worker who installs fore sprinkler systems and fire protection equipment.

**Terrazzo Worker:** Craftsman who places and finishes Terrazzo.

**Tile Setter**: Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.

**Waterproofer/Caulker**: Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed on.

# CURRENT PREVAILING WAGE RATES

The current prevailing wage rates can be found at the following link: https://alpha.sam.gov

# SECTION 9 EQUAL OPPORTUNITY EMPLOYMENT PROVISIONS

## SECTION EEO

## EQUAL EMPLOYMENT OPPORTUNITY

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| EEO.4 | REVIEW |
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| EEO.9 | FACILITIES |
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| EEO.11 | ADHERENCE |

## SECTION EEO

## EQUAL EMPLOYMENT OPPORTUNITY

**EEO.1 DESCRIPTION**

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The Contractor shall implement affirmative action steps at least as extensive as described herein.

**EEO.2 WORKING ENVIRONMENT**

Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

**EEO.3 ON-THE-JOB TRAINING**

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs.

**EEO.4 REVIEW**

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

**EEO.5 DISSEMINATION**

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

**EEO.6 RECRUITMENT**

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

**EEO.7 INVENTORY**

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

**EEO.8 MONITORING**

Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

**EEO.9 FACILITIES**

Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

**EEO.10 RECORDS**

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

**EEO.11 ADHERENCE**

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

# SECTION 10 CONSTRUCTION CONTRACT

# CITY OF ROWLETT, TEXAS

## CONSTRUCTION CONTRACT

## FOR

## BID NO. 2026-37-B

## ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK

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# City of Rowlett, Texas

This Contract is made by and between the City of Rowlett, Texas, a home-rule municipality (hereinafter referred to as the "City") and RLM EARTHCO, INC., a Texas Corporation, (hereinafter referred to as the "Contractor") for construction of **ROLLER HOCKET RINK RELOCATION TO COMMUNITY PARK**, (hereinafter referred to as the "Project"). The City and the Contractor hereby agreeing as follows:

## ARTICLE I

### THE CONTRACT AND THE CONTRACT DOCUMENTS

**1.1 THE CONTRACT**

1.1.1 The Contract between the City and the Contractor, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

**1.2. THE CONTRACT DOCUMENTS**

1.2.1 The Contract Documents consist of this Contract, the Invitation to Bid/ Request for Proposal, the Specifications, Plans and Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

_____

In the event of a conflict in terms among any of the Contract Documents, the provisions of this Contract will prevail. In order of priority in resolving conflicts outside of this Contract, the City's Invitation to Bid/ Request for Proposal, the Contractor's Bid or Best and Final Offer and the Specifications and Drawings shall, in that order, prevail. Irreconcilable conflicts that cannot be resolved by field order shall be resolved by written Change Orders. Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

**1.3 ENTIRE AGREEMENT**

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the City and the Contractor regarding the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the City and Contractor not expressly made a part hereof.

**1.4 NO PRIVITY WITH OTHERS**

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create privity or any other contractual agreement between the City and any person or entity other than the Contractor.

**1.5 INTENT AND INTERPRETATION**

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, per its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, per its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Engineer of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed, subject to the terms and conditions of Subparagraph 8.3.3.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

### 1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the City's prior written authorization.

## ARTICLE II

## THE WORK

### 2.1 THE WORK

2.1.1 The Contractor shall perform all the Work required, implied or reasonably inferable from, this Contract.

### 2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as:

The work consists of 1,160 SY of reinforced concrete rink floor pad, 350 CY of site grading cut, 387 CY of cruced concrete base or select fill, 638 SY of sidewalk, soil moisture & reconditioning or scarify & recompacting. ; in lump some of $ in accordance with the specifications.

A detailed scope of work to be performed, including bid specifications, scope of work, and Contractor’s bid response, is attached hereto and incorporated herein by this reference as Exhibit A.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

## ARTICLE III

## CONTRACT TIME

### 3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within **10** days of receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than **60** calendar days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this Contract.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the City the sum of **$500** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract, and represent City's sole remedy for delay damages in the event of unexcused delay. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 No claim shall be made by the Contractor to the City, and no damages, costs or extra compensation shall be allowed or paid by the City to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause, an extension of time and extended General Conditions shall be granted by the City by written authorization upon written application, which time extension and extended General Conditions shall not be unreasonably denied, to compensate for the delay.

3.1.4 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the work.

3.1.5 Work or for the failure of the Contractor to carry out instructions from the City or City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

### 3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

### 3.3 TIME IS OF THE ESSENCE

3.3.1 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT ON OR BEFORE THE SCHEDULED COMPLETION DATE. THE SCHEDULED COMPLETION DATE IS A DEADLINE. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY REGARDING THE TIME FOR COMPLETION. The time for completion is an essential and material term of this Contract and the Contractor's failure to achieve substantial completion on the date stated herein, to comply with work schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

3.3.2 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable

conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the City or City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm. The Contractor shall not be compensated for periods of delay caused by a suspension of the work by the City. If work is suspended due to unsuitable conditions through no fault of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.3.3 The Contractor shall not have or assert any claim against the City for damages or back-charges of any kind for any reason, including but not limited to claims for Extra Work, damages, economic loss, additional costs, unknown latent site conditions, and refusals by the City to grant extensions of time, unless supported and authorized by a written Change Order or separate agreement signed by all parties. The Contractor, in entering into this Contract, hereby waives, releases, quitclaims, discharges and holds harmless the City from and against any and all claims, damages, liabilities and losses, save and except those arising under Paragraph 12.1 of this Contract.

## ARTICLE IV

## CONTRACT PRICE

### 4.1 THE CONTRACT PRICE

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein, an amount in current funds equal to the sum of the established unit price for each separately identified item of unit price work times the quantity of that item set forth in the paragraph 4.1.1. Estimated quantities are not guaranteed and determinations of actual quantities and classifications are to be made by the Contractor and the City. The Contract Price is to be paid based upon actual quantities. If actual quantities exceed estimate, Owner may supplement Contract Price with additional moneys to complete original scope of Work. Work will entitle Contractor to change order for that work. City reserves the right to remove Work from Contractor's scope in the event the cost of the Work will exceed the Contract Price.

[SEE SECTION 6]

## ARTICLE V

## PAYMENT OF THE CONTRACT PRICE

### 5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the City and to the Engineer a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Engineer and the City.

### 5.2 PAYMENT PROCEDURE

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 ***PROGRESS PAYMENTS*** **-** Based upon the Contractor's Applications for Payment submitted to the Engineer and upon Certificates for Payment subsequently issued to the City by the Engineer, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 APPLICATION FOR PAYMENT - On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Engineer in such form and manner, and with such supporting data and content, as the City or the Engineer may require. The Contractor may request payment for that portion of the Contract Price properly allocable to Contract requirements properly provided and to labor, materials and equipment properly incorporated in the Work, less retainage and less the total amount of previous payments received from the City. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer will review the Application for Payment and may also review the

Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Engineer shall determine and certify to the City the amount properly owing to the Contractor. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Engineer's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The Engineer's certification of the Contractor's Application for Payment shall not preclude the City from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 STATEMENT OF DELAY - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.2.5 RETAINAGE – If the Contract Price set forth in Subparagraph 4.1.1 is between $50,000 and $1,000,000, the City shall withhold retainage of ten (10) percent; if between 1,000,001 and $2,000,000, the City shall withhold retainage of seven and one-half (7½) percent; if over $2,000,000, the City shall withhold retainage of five (5) percent. If a different percentage is set forth in the Invitation to Bid/Request for Proposal, then that percentage shall apply. Retainage shall be withheld from each progress payment to secure performance of the Contract. The City shall deposit in an interest-bearing account that portion of any retainage withheld that exceeds five (5) percent of the progress payment. Interest earned on retainages in excess of five (5) percent of progress payments shall be paid to the Contractor with the final payment.

5.2.6 Statement of Delay - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.2.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.8 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall provide written notice to the Contractor. If the Contractor fails to cure such payment issues within ten (10) days of receipt of City's notice, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.9 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

**5.3 WITHHELD PAYMENT**

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the City, likely to be remedied by the Contractor;

(b) claims of third parties against the City or the City's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion, subject to Contractor's right to cure;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the City or a third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The City shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

### 5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the City, the City, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the City and the Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the City have been received. Late payments shall not accrue interest or other late charges.

### 5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the City and the Engineer for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

### 5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the City that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within thirty (30) days of Substantial Completion, the Contractor shall pay the City the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise

satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.6.3 The City shall make final payment of all sums due the Contractor within thirty (30) days of the Engineer's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the City, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

## ARTICLE VI

## THE CITY

### 6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY

6.1.1 The City shall furnish to the Contractor, at the time of executing this Contract, all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The City shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

### 6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

### 6.3 CITY'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the City under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

## ARTICLE VII

## THE CONTRACTOR

**7.1** The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

### 7.2 MUST FOLLOW CONTRACT

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

## 7.3 PROSECUTION OF WORK

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.2 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.3 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.3.4 The City will not interfere with the Contractor's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with the Contractor's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, the Contractor is and shall be estopped from claiming any interference by the City or Engineer with the Contractor's manner and means of performing that part of the Work.

## 7.4 WARRANTY

7.4.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. The Contractor warrants and guaranties that it shall complete the work and achieve substantial completion by the scheduled completion date, as may be extended by Contract, strictly in accordance with this contract. Defective work or materials shall be fixed, repaired or replaced free of charge or cost to the City.

## 7.5 PERMITS; FEES; LICENSES

7.5.1 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

## 7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the City or the Engineer.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

| NAME | FUNCTION |
|---|---|
| | |
| | |
| | |

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

## 7.7 WORK SCHEDULE

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the City and the Engineer for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the City and the Engineer. Failure by the Contractor to strictly comply with the provisions of this Section 7.7 shall constitute a material breach of this Contract.

## 7.8 ON-SITE DRAWINGS

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the City and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the City and

Engineer the approved Shop Drawings, Product Data,
Samples and other similar required submittals. Upon
final completion of the Work, all of these record documents shall be delivered to the City.

### 7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

### 7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the contract price.

### 7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The City and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the City or the Engineer, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

### 7.12 INDEMNITY AND DISCLAIMER

7.12.1 CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AND THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7.12.2 The Contractor will secure and maintain

Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a Certificate of Insurance and copies of policy endorsements evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### 7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

### 7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of a sum of not less than Sixty Dollars ($60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to ensure compliance with this provision.

### 7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to ensure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Engineer during the progress of the Work.

### 7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by federal, state and/or local guidelines to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall ensure the placement, maintenance and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

### 7.17 PROTECTION OF UTILITIES AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite, or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the City or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be

delayed by any other person, the Contractor shall immediately give notice thereof to the City and the Engineer and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

## ARTICLE VIII

## CONTRACT ADMINISTRATION

### 8.1 THE ENGINEER

8.1.1 When used in this Contract the term "Engineer" does not necessarily denote a duly licensed, trained or certified engineer; as used herein, the term shall be used interchangeably and shall mean a designated Engineer, Architect, or Contract Administrator (who may not be an architect or engineer) for the City, said person to be designated or redesignated by the City prior to or at any time during the Work hereunder. The Engineer may be an employee of the City or may be retained by the City as an independent contractor but, in either event, the Engineer's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Engineer notwithstanding the contractual relationship between the City and Engineer. All the City's instructions to the Contractor shall be through the Engineer.

In the event the City should find it necessary or convenient to replace the Engineer, the City shall retain a replacement Engineer, and the status of the replacement Engineer shall be that of the former Engineer.

### 8.2 ENGINEER'S ADMINISTRATION

8.2.1 The Engineer, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the City's representative from the effective date of this Contract until final payment has been made.

8.2.2 The City and the Contractor shall communicate with each other directly through designated representatives and/or project managers, and shall, where appropriate, provide copies of communications to the Engineer.

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Engineer will review Change Orders that shall be prepared by the Contractor and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

### 8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Engineer shall determine all claims and matters in dispute between the Contractor and City with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Engineer within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Engineer's decisions shall be final and binding on the parties. In the event that either party objects to the Engineer's determination as to any

submitted dispute, that party shall submit a written objection to the Engineer and the opposing party within ten (10) days of receipt of the Engineer's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** **-** The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the City's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** **-** If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors. The City shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the City.

8.3.5 ***CLAIMS FOR ADDITIONAL TIME*** **-** If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, supply chain disruptions, unusually adverse weather conditions not reasonably anticipated, fire, pandemic or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City and the Engineer, for such reasonable time and extended General Conditions as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.3.6 ***CLAIMS FOR EXTRA WORK*** **-** The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.3.7 The parties acknowledge and agree thatthere shall be no payment made by the City to the Contractor without a written agreement (either a separate contract or a written Change Order) signed by the parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Engineer or City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the Engineer and executed by the City. The Contractor's failure to obtain a written, signed Change Order prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work. If the parties are unable to agree to the terms of a Change Order for any Extra Work, the Contractor may reserve its rights to additional time and compensation by filing a claim under section 8.3.

**8.4 FIELD ORDERS**

8.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

**8.5 MEDIATION**

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Engineer and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Engineer's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute. Mediation shall not be the exclusive remedy available to the Parties.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Engineer in accomplishing the timely completion of the Project.

## ARTICLE IX

## SUBCONTRACTORS

**9.1 DEFINITION**

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the City.

**9.2 AWARD OF SUBCONTRACTS**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter a subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

9.2.3 The Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the City by or on behalf of any Subcontractor or persons working through a Subcontractor.

## ARTICLE X

## CHANGES IN THE WORK

**10.1 CHANGES PERMITTED**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

**10.2 CHANGE ORDER DEFINED**

10.2.1 Change Order shall mean a written order to the Contractor executed by the City and the Engineer, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any

combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

### 10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(a) by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the City and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the City and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the City or the Engineer requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event, shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Engineer's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

### 10.4 MINOR CHANGES

10.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Contractor. The Contractor shall promptly carry out such written Field Orders.

### 10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

### 10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

## ARTICLE XI

## UNCOVERING AND CORRECTING WORK

### 11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or the City, be uncovered for the Engineer's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall,

if required by the Engineer or City, be uncovered for the Engineer's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

### 11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Engineer as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for the Engineer's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract or any obligations pursuant to the maintenance bond. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

### 11.3 CITY MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

## ARTICLE XII

## CONTRACT TERMINATION

### 12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City and the Engineer, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Engineer and the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

### 12.2 TERMINATION BY THE CITY

#### *12.2.1 FOR CONVENIENCE*

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work, other than job site clean-up and protection, and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed

Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the City and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within one (1)

year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(i) Contract (unit) prices which shall encompass labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

### *12.2.2 FOR CAUSE*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the City, fails to grant or allow access to the jobsite by the City or Engineer, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

12.2.2.4 Should the City allow the Contractor to continue its performance of Work notwithstanding an event of default, or should there be an imminent potential of default, the City, at its sole option and within its sole discretion, may retain a third-party construction manager to document the events of default and oversee further progress of the Work. The use of a third-party construction manager shall not

prevent the City from declaring the Contractor to be in default and the City may, at its sole option and within its sole discretion, terminate this Contract at any time. Should the City retain a third-party construction manager, the costs thereof shall be withheld from any amounts due Contractor upon termination. The City's exercise of this option shall be without prejudice to any other right or remedy available to the City by law or under this Contract.

## ARTICLE XIII

## INSURANCE

### 13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the City, the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance carriers must be authorized to transact business in Texas, approved by the City, and have an A.M. Best rating of A+ or its equivalent. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

### 13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

| Type of Insurance | Amount |
|---|---|
| Worker's Compensation | As set forth in the Worker's Compensation Act |
| Commercial General Liability (Public) | $1,000,000 Each Accident/Occurrence.<br>$1,000,000 Aggregate<br>$1,000,000 Products & Completed Operations Aggregate. |
| City's Protective Liability Insurance | $600,000 per occurrence<br>$1,000,000 aggregate |
| Excess/Umbrella Liability | $1,000,000 per occurrence w/drop down coverage<br>Limit of Insurance per Project or City's and Contractor's Protective Liability Insurance for the Project. |
| Automobile Liability | $500,000 Combined single limit per occurrence. |

### 13.3 ADDITIONAL INSURED

13.3.1 The City shall be named as an additional insured on the Commercial General Liability (Public), City's Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by the Contractor.

### 13.4 WRITTEN NOTIFICATION

13.4.1 Each insurance policy shall be endorsed to contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given by certified mail to the Division of Purchasing, City of Rowlett, 4000 Main Street, Rowlett, Texas, 75088. In the event the insurance company providing insurance is unable to contain such endorsement Contractor shall provide written notice to City of any expiration, cancellation, non-renewal or any material change in coverage.

### 13.5 PREMIUMS AND ASSESSMENTS

13.5.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

### 13.6 CERTIFICATE OF INSURANCE

13.6.1 Proof that the insurance is in force shall be furnished to the City on City of Rowlett Standard

Certificate of Insurance Forms. In the event, any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the Project by the City, the Contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

**13.7 PRIMARY COVERAGE**

13.7.1 The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City for its benefit, including self-insurance.

**13.8 SUBROGATION**

13.8.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor. Insurance Companies shall have no right of subrogation against the City or the Engineer.

**13.9 WORKER'S COMPENSATION INSURANCE COVERAGE**

13.9.1 The Contractor shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

(4) obtain from each person providing services on a Project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19- point normal type and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

*REQUIRED WORKERS' COMPENSATION COVERAGE*

*"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."*

*"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal*

*requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."*

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (7) of this section;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by sub-

paragraphs (A) - (G) of this subsection, with the certificate of coverage to be provided to the person for whom they are providing services.

## ARTICLE XIV MISCELLANEOUS

### 14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall always and in all respects, observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further ensure that all Subcontractors observe and comply with said laws, ordinances and regulations.

### 14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Dallas County, Texas.

### 14.3 SUCCESSORS AND ASSIGNS

14.3.1 The City and Contractor bind themselves, their respective successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

### 14.4 SURETY BONDS

14.4.1 The Contractor shall furnish separate performance and payment bonds to the City, per the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state

statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 The Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the City a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

### 14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

### 14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising because of such nonperformance or nonconforming work.

### 14.7 FORCE MAJEURE

14.7.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and Engineer within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment.

### 14.8 NOTICES

14.8.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Engineer at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Engineer.

### 14.9 IMMUNITIES; DEFENSES

14.9.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

### 14.10 NO RIGHTS IN THIRD PARTIES

14.10.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

### 14.11 PROHIBITION OF BOYCOTT ISRAEL

14.11.1 PROHIBITION OF BOYCOTT ISRAEL. The Contractor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an

action made for ordinary business purposes.

14.11.2 IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,

https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Contractor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

14.11.3 PROHIBITION OF BOYCOTT ENERGY COMPANIES. Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Contract will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of $100,000 or more to be paid under the terms of this Contract.

14.11.4 PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of $100,000.00 or more to be paid under the terms of this Contract. However, this prohibition does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

{Signatures on next page}

EXECUTED in single or multiple originals, this___day of__, 2026.

**CITY OF ROWLETT, TEXAS**

_____
Jeff Winget, Mayor

ATTEST:

_____
Deborah Sorensen, City Secretary

**CONTRACTOR**:

_____

_____
(Signature)

_____
(Type/Print Name and Title)

_____
(Street Address)

_____
(City/State/Zip)

**CORPORATE ACKNOWLEDGMENT**

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

_____ _____
*(Print Name)* *(Print Title)*

of_____, the Contractor designated herein above, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Contractor, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act and deed 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___ day of_____, A.D., 2026.

_____
Notary Public In and For

_____County, _____

My Commission expires: _____

**MAYOR'S ACKNOWLEDGMENT**

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared the undersigned, Mayor of the City of Rowlett, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Rowlett, Texas, a municipal corporation, that he/she was duly authorized to perform the same by appropriate resolution of the City Council of the City of Rowlett and that he/she executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, A.D., 2026.

_____
Notary Public in and for the State of Texas

My Commission expires:_____

# SECTION 11 NCTCOG STANDARD AND SPECIAL CONDITIONS

# NCTCOG STANDARD SPECIFICATIONS AND SPECIAL CONDITIONS

The City of Rowlett has adopted the North Central Council of Governments Standard Specifications for Public Works Construction, 5th Edition with the following revisions as shown in *italics.*

Item 103.3.1.1. Performance Bond
- This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of *two years* from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the contract documents.

Item 105.2.2. Special Warranty
- If within *two years* after final acceptance of the work by the OWNER, …

Item 204.6.4.6. Water, Maintaining, and Finishing Seeded Areas
- At minimum, the CONTRACTOR shall maintain the seeded area until each of the following conditions is achieved: vegetation is evenly distributed, without large bare areas, and covers *80%* of the seeded area.

Item 301.2.3.4.1. Dry Placing Quicklime - Omit. Item

303.2.11. Reinforcement Bar Chairs
- Bar chairs may *shall* be made of metal (free from rust), precast mortar or concrete blocks or plastic.

Item 303.2.12.1. Joint Filler Material
- omit *all references to asphalt boards*

Item 303.5.3. Placing Reinforcing Steel, Tie, and Dowel Bars
- omit *welded wire mesh*

Item 303.5.3.2. Welded Wire Mats – Omit. Item

303.5.3.3. Assembly
- omit *dummy joints*

Item 303.5.4.2.1. Joint Filler
- The top edge shall be held approximately ½-in. below the finished surface of the pavement in order to allow the finishing operations to be continuous. Where the joint filler is of a premolded asphaltic type, the top edge shall be protected, while the concrete is being placed and finished, by a metal cap of at least 10 gauge material having flanges not less than 1 ½-in.in depth. The channel cap may remain in place during the joint finishing operations to serve as a guide for tooling the edges of the joint.

Item 501.2. Clay Wastewater Pipe - Omit.

Item 501.11. Corrugated Metal Pipe or Pipe Arch Shapes - Omit. Item

502.1.1.2. Fiberglass Manholes – Omit.

Item 502.1.4.1.3. Fiberglass Manholes – Omit.

Item 502.10.1. Connections to Conduit for Service (Definitions)
- Omit *"Bullheads" shall be defined as an individual service line with branches at the end to serve two or more customers.*

Item 502.10.2.1. Service Clamps
- The clamp shall consist of a contoured saddle fastened to the pipe by one U-bolt for the single strap clamp for pipes less than 4-in. I.D. and by two U-bolts for double strapped clamps…

Item 502.10.3.2. Services and Bullheads - Omit *and Bullheads.*

Item 502.10.3.2.2. Measurement and Payment
- Bullheads or water services shall be measured and paid for…

Item 503.3.3.2 Construction by Jacking
- Lateral or vertical variation in the final position of the pipe …… in the direction indicated on the plans. No vertical or lateral variation of slopes and grades shown in the plans will be allowed for installation of pipe.

Item 305.2.2.2. Reinforcement for Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps
- Driveway approaches and walk reinforcing, when required, shall be No. 3 bars on *18-in.* centers or No. 4 bars on 30-in. centers. No. 6 gauge, 6-in. x 6-in. wire fabric conforming to Item 303.2.10 Steel Wire Reinforcement may be used only as approved by the OWNER. *Sidewalk reinforcing (except in driveway approach) may be No. 3 bars on 24-in. centers or No. 10 gauge, 6 in. x 6 in. Doweling shall consist of No. 4 bars.*

FORM A.2. STANDARD CONSTRUCTION CONTRACT
- Omit and use the City's Standard Form of Agreement

FORM A.3. PERFORMANCE BOND
- 4th paragraph, "…the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of *two (2) years* from the date of completion and final acceptance by OWNER…"

- 6th paragraph, "Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of *two (2) years* from the date of completion and acceptance of the improvements by the OWNER.

# SPECIAL CONDITIONS

**SPECIAL CONDITIONS**

SC.01 GENERAL
SC.02 LOCATION OF PROJECTS
SC.03 SCOPE OF WORK
SC.04 DISQUALIFICATION OF BIDDERS
SC.05 AWARD OF CONTRACT AND COMMENCEMENT OF WORK
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SC.20 EXCAVATION SAFETY SYSTEMS
SC.21 SPRINKLER REPAIR
SC.22 DAMAGES TO CITY PROPERTY
SC.23 HAZARDOUS MATERIAL(S) INCIDENT
SC.24 EXISTING FACILITIES
SC.25 PROJECT VIDEO
SC.26 STREET CLEANUP
SC.27 SEWER PIPE AND WATER MAIN SEPARATION
SC.28 UTILITY SUPPORT
SC.29 BACKFILL
SC.30 REMOVAL AND REPLACEMENT OF EXISTING FENCES
SC.31 INSTALLATION WOOD FENCES
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SC.33 RESTORATION
SC.34 RESTORATION OF PAVEMENT SURFACES
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SC.36 CONSTRUCTION COORDINATION
SC.37 REMOVAL AND REPLACEMENT OF STREET AND DRIVEWAY PAVING
SC.38 JACKING, BORING OR TUNNELING
SC.39 CONTRACT DOCUMENTS
SC.40 PVC SEWER PIPE
SC.41 SERVICE LATERALS
SC.42 PIPE PLUGGING AND SANITARY SEWERS TO BE ABANDONED
SC.43 SANITARY SEWER LINE CONNECTIONS
SC.44 STEEL ENCASEMENT PIPE
SC.45 SANITARY SEWER LINE AND MANHOLE TESTING
SC.46 WATER PIPE
SC.47 WATER VALVES
SC.48 LIGHT POLE
SC.49 TREE REMOVAL AND PROTECTION
SC.50 TYPE B STORM SEWER MANHOLE (REVISION TO SHEET SD-8)

SC.51 TYPICAL VALVE SETTING AND BOX (REVISION TO SHEET SD-12)
SC.52 SANITARY SEWER MANHOLES (REVISIONS TO SHEET SD-15)
SC.53 SANITARY SEWER DETAILS (REVISIONS TO SHEET SD-16)
SC.54 TEMPORARY SIGNS
SC.55 STREET SIGNS
SC.56 WATER METER BOXES
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SC.58 PORTABLE CHANGEABLE MESSAGE SIGNS
SC.59 ACCESS TO DRIVEWAYS
SC.60 FLOWABLE BACKFILL
SC.61 SIDEWALK RETAINING WALL
SC.62 EXCAVATION
SC.63 DART INSURANCE REQUIREMENTS
SC.64 PAVING AND EARTH EMBANKMENT (EMB) TYPE-C-1 SUBGRADE
SC.65 MEASUREMENT AND PAYMENT PER LINEAR FOOT PVC PIPE
SC.66 CONSTRUCTION NOTES
SC.67 MOBILIZATION

# SPECIAL CONDITIONS

## SC.01 GENERAL

All materials and workmanship shall conform to the City of Rowlett Standards and governed by the North Central Texas Council of Governments (NCTCOG) Standard Specifications For Public Works Construction, 5th Edition. Where indicated for specific pay items noted in the plans, all materials and workmanship shall conform to the Texas Department of Transportation Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation on September 1, 2024.

## SC.02 LOCATION OF PROJECT

The work awarded under this contract shall include the following locations:

***Approximate quantities for ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK project include 1,160 SY of reinforced concrete rink floor pad, 350 CY of site grading cut, and 638 SY of sidewalk. The project is located within Rowlett Community Park at 8700 St. Andrews Lane Rowlett, Texas.***

## SC.03 SCOPE OF WORK

The work under this contract includes furnishing all labor, tools, material, and equipment, and for performing all work necessary for construction of ***ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK*** within the approximate limits as listed in SC.02. Construction plans were prepared and provided by the City of Rowlett.

## SC.04 DISQUALIFICATION OF BIDDERS

Add the following to Item 2 of the Additional Conditions for Public Works Construction Contracts first paragraph:

Within five (5) working days after bid opening, the apparent low bidder shall submit such evidence as the OWNER may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that shall be required shall include the following:

Add the following to Item 2 of the Additional Conditions for Public Works Construction Contracts after the last paragraph:

Should the bidder fail to produce evidence satisfactory to the OWNER on any of the foregoing points, he may be disqualified and the work awarded to the next bidder so qualifying.

## SC.05 AWARD OF CONTRACT AND COMMENCEMENT OF WORK

See Instructions to Bidders

## SC.06 CONSTRUCTION SCHEDULKE

Prior to preconstruction meeting, the CONTRACTOR shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project

within the time provided in the specifications.

The schedule shall include a construction-phasing plan to insure minimum interruption of traffic on streets and driveways, as detailed in SC.14 BARRICADES, WARNING SIGNS, DETOURS, AND SEQUENCING of work. No more than one (1) Phase shall be under construction simultaneously without approval of the Engineer. The CONTRACTOR shall apply continuous work on Phase No. 1 until completed, proceed to Phase No. 2 and apply continuous work until completed, proceed to Phase No. 3 and apply continuous work until completed, etc.

## SC.07 DELAYS: EXTENSION OF TIME: LIQUIDATED DAMAGES

In addition to the requirements of NCTCOG Item 108.8 Delays; Extension of Time; Liquidated Damages, the following conditions shall apply:

The term "unforeseeable cause" shall mean:

1. An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto;

2. A riot or war situation actually involving the site or actually preventing the CONTRACTOR from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as supplied to City; or

3. An unanticipated strike involving the forces actually working on the project or involving the employees of those essential suppliers, but no other labor stoppage.

*CONTRACTOR must set forth essential suppliers in writing within five (5) days of the Notice to Proceed.

No event shall be deemed an Unforeseeable Cause for the purposes of this Agreement unless it actually and directly necessitates a delay in the work which could not be otherwise remedied by taking reasonably prudent steps, and the CONTRACTOR could not reasonably adjust the schedule of the remaining work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

The notice shall, in writing, specify the Unforeseeable Cause(s) and the anticipated effect it will have on that CONTRACTOR'S abilities to perform its obligations along with a plan to deal with the effects of such Unforeseeable Causes and proposed amendments to all affected schedules necessarily resulting therefrom.

No adjustment shall be made to the Contract price, and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this Special Condition and/or NCTCOG Item 108.8.

## SC.08 REFERENCE SPECIFICATIONS

Where reference is made in these specifications, to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

## SC.09 TRADE NAMES AND MATERIALS

No material which has been used by the CONTRACTOR for any temporary purposes whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.
Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with material, manufactured article, or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

## SC.10 PERMITS AND RIGHTS-OF-WAY

The OWNER will provide rights-of-way for the purpose of construction without cost to the CONTRACTOR, by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the CONTRACTOR, prior to the initiation of construction on easements through private property, to inform the property owner of this intent to begin construction. Before beginning construction in areas of public dedication, the CONTRACTOR shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

## SC.11 CONCRETE MIX DESIGN

The CONTRACTOR shall submit proposed concrete mix design for each class of concrete to the OWNER for review and acceptance. The mix designs shall be proportioned in accordance with the requirements of A.C.I. 318-83, and include data from field experience and/or trial mixtures with the results of confirmation cylinders. The mix designs and supporting data shall be submitted and accepted at least ten (10) calendar days prior to placing concrete.

## SC.12 DISQUALIFICATION OF BIDDERS

1. Testing of Materials

Observation of the CONTRACTOR'S work to determine compliance with the plans and specifications will include testing of material installed on the project. Testing of work performed and materials furnished shall be done by an engineering testing laboratory approved by the OWNER. The CONTRACTOR shall use only materials in the work which meet the requirements of the specifications. The OWNER will employ the services of an APPROVED engineering testing laboratory to make certain inspections and to sample and test the materials to be used in the work. The CONTRACTOR shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement

of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected. All retesting shall be at the expense of the CONTRACTOR.

2. Quality Control

During the construction, the OWNER will retain the engineering testing laboratory to perform services related to checking the quality of the work being performed by the CONTRACTOR to determine if the improvements are being constructed in accordance with the plans and specifications. THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY WITH REGARD TO CONSTRUCTING THE WORK IN ACCORDANCE WITH THE CONTRACT. If the CONTRACTOR fails to meet specified conditions by the first test, further tests to demonstrate compliance with the contract shall be made until such tests demonstrate compliance. All retesting shall be at the expense of THE CONTRACTOR. Copies of all test reports shall be submitted to the OWNER by the CONTRACTOR within two (2) weeks of test being taken or the OWNER reserves the right to withhold payment of pending pay requests until such reports are received by the OWNER.

THE CONTRACTOR SHALL GIVE THE ON-SITE REPRESENTATIVE OF THE OWNER SUFFICIENT NOTICE OF HIS INTENTION TO CONSTRUCT PORTLAND CEMENT CONCRETE PAVEMENT, STRUCTURAL CONCRETE, OR HOT MIX ASPHALTIC CONCRETE TO ASSURE THE ADEQUATE QUALITY CONTROL OF CONSTRUCTION MATERIALS AND WORKMANSHIP.

3. Testing and Quality Control Services

Testing and Quality Control Services shall include but are not limited to the following:

a. Reinforced Concrete Pavement

(1) Analysis of Aggregates
(2) Decapitation Tests
(3) Inspect Aggregate Stockpiles
(4) Prepare or Check Concrete Batch Design
(5) Slump and Air Content Tests
(6) Flexural or Compressive Strength Tests

b. Lime Treated Base or Flexible Base

(1) Lime requirements as indicated by test method ASTM C977-83a, Appendix X1
(2) Field Compaction Tests - ASTM D698-90 Method A (Perform one (1) Density Test on compacted subgrade for each 5,000 square feet of area)

c. Embankment or Pavement Subgrade

(1) Moisture - Density Curves
(2) Field Compaction Tests-Test Method ASTM D698-90 Method A

d. Hot Mix Asphaltic Concrete

(1) Prepare of Check Mix Design
(2) Provide Full Quality Control at Hot Mix Plant

(a) Hot Bin Gradation Tests
(b) Air Void
(c) Stability and Density Tests
(d) Percent Asphalt Content

(3) Make Tests from Samples of Mix (a) Extraction (b) Gradation (c) Percent Asphalt (d) Stability and Density Tests (e) Make Hot Bin Analysis Every 250 Tons

e. Structural Concrete

(1) Mix Design
(2) Batch Plant Weight and Moisture Checks
(3) Slump and Air Tests
(4) Compressive Strength Tests

## SC.13 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the CONTRACTOR shall coordinate his proposed construction with other contractors.

## SC.14 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK

1. Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

2. General Construction - The CONTRACTOR shall plan his work sequence in a manner that will cause minimum interference with traffic during construction operations. Before beginning work on this project, the CONTRACTOR shall submit, for approval by the Engineer, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the work. If at any time during the construction, the CONTRACTOR'S proposed plan of operation for handling traffic does not provide for safe comfortable movement, the CONTRACTOR shall immediately change his operations to correct the unsatisfactory conditions.

   Except for thoroughfares, one (1) lane in each direction shall be kept open at all times, except in areas of actual construction. There one (1) lane must be kept open and a flagman provided by the contractor to safely direct traffic through the construction area. Portable Vertical Panels meeting the requirements of TxDOT Standards shall be spaced as indicated on the traffic control plan meeting MUTCD requirements to separate traffic lanes from the work.

   Trenches across the traffic lanes will be kept covered with a portable traffic-bearing surface at all times unless work in the trench is in progress. Only one lane of traffic may be closed at a time when work is in progress in a ditch.

3. Safety - The CONTRACTOR shall provide, construct and maintain barricades and signs at locations set out in the plans

and in the special conditions. In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

All traffic control devices shall have ASTM Type III High Intensity Reflective Sheeting. Signs CW20-1D and G20-2 shall be provided where traffic is entering the work limits at either end of the project. Signs G20-2 and CW20-1 D shall be erected at all other intersecting highways and streets where traffic is entering the project limits. Signs G20-2 shall be provided where traffic is leaving the project limits at both beginning and ending of the project and at points of intersection with all highways and streets within the project limits. The CW20-1D signs will be supplemented by Type II Barricades with two Type-A-Low Intensity Flashers per barricade. Throughout the construction sequence, adequate traffic control measures shall be provided to safely guide traffic through the project.

Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from highways or side streets.

During construction, the CONTRACTOR will be required to furnish, place, and maintain in accordance with the Manual on "Uniform Traffic Control Devices for Streets and Highways", vertical panels along edge of pavements and fills that are hazardous. The vertical panels shall be supplemented with steady burning electric lamps alternated with delineator panels.

The CONTRACTOR shall keep traveled surfaces used in his hauling operation clear and free of dirt or other material.

The CONTRACTOR shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and CONTRACTOR'S personnel.

The CONTRACTOR shall arrange his work so that stored machinery or equipment shall not be closer than 5 feet to the traveled roadway after sunset except as authorized by the Engineer.

## SC.15 DISPOSAL OF WASTE AND SURPLUS EXCAVATION AND CONCRETE

All excavated earth in excess of that required for backfilling, and all concrete removed, shall be disposed of in a satisfactory manner. The CONTRACTOR shall provide in writing the final destination of this material. This documentation shall be submitted at the time of the SWP3 submittal outlined in SC.35.

The documentation shall include permission from the property owner and verification from the floodplain manager in the jurisdiction that the disposal area is outside the FEMA 100 year flood zone.

The disposal site shall be included in the acreage of disturbance for the Construction Site Notice/Notice of Intent and the erosion control/stabilization of the disposal site shall be included in the SWP3 as outlined in SC.35.

## SC.16 INSPECTION

The word "Inspection" or other forms of the word as used in the Contract Documents for this project, shall be understood as meaning the Engineer will observe the construction on behalf of the OWNER. The Engineer or his designated representative will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the Contract Documents, but he will not be a guarantor of the CONTRACTOR'S performance.

## SC.17 LIGHTS AND POWER

The CONTRACTOR shall provide, **at his own expense**, temporary lighting and power facilities required for the proper execution of the work.

## SC.18 COOPERATION OF CONTRACTORS

The CONTRACTOR shall have on the project at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the plans and specifications, and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work subcontracted.

The Superintendent and the CONTRACTOR shall be responsible for all work performed by the subcontractor at all times during construction.

## SC.19 SEEDING

All disturbed non-paved areas shall be sodded or seeded to match existing prior to construction. Areas to be sodded are indicated in plans and are paid for under the bid item "Furnish & Install Bermuda Block Sod (incl. 6" topsoil)". All other disturbed areas shall be seeded and payment shall be considered subsidiary to the work being performed, no separate pay.

## SC.20 EXCAVATION SAFETY SYSTEMS

The work performed under this section of the specifications consists of providing site specific excavation safety plans and systems consisting of shoring, sheeting, trench shield, and/or laid back slopes to meet the safety requirements of the Occupational Safety and Health Administration, as required for this project and specified herein.

1. General

Trench safety systems shall be provided by the CONTRACTOR in accordance with the applicable subpart related to Excavation, Trenching, and Shoring of the OSHA Standards as published in Federal Register, Volume 54, No. 45959 dated October 31, 1989, and amended at August 9, 1994 at Volume 59, No. 40730. These standards describe safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). The standards specified by the OSHA Regulations shall be the minimum allowed on this project. It shall be the responsibility of the CONTRACTOR to provide a design and install adequate trench safety systems for all trenches excavated on this project.

The CONTRACTOR shall furnish to the OWNER for review, after award of the contract by the City Council and prior to execution of the contract by the OWNER, a Site Specific Excavation Safety System Plan for the entire project. The safety plan must be prepared and sealed by a Professional Engineer registered in the State of Texas with professional

experience in soil mechanics and structural design. In addition, all safety systems utilized in this project must be designed by a Professional Engineer registered in the State of Texas. The CONTRACTOR shall be totally responsible for the safety of all persons involved in the construction of this project.

After review of the excavation safety plan, the City Engineer will forward the reviewed plan to the appropriate OWNER construction division for use in inspection. Plans for construction will not be released by the City Engineer until this plan is reviewed. Changes in the excavation safety plan after initiation of construction may not be cause for extension of time or change order, and will require the same review process. The CONTRACTOR accepts sole responsibility of compliance with all applicable safety requirements. The review is only for general conformance with OSHA safety standards. Release of the excavation safety plan by the City Engineer does not relieve CONTRACTOR from any or all construction means, methods, techniques and procedures; and any property damage or bodily injury (including death) that arises from use of the excavations safety plan, from CONTRACTOR'S negligence in performance of contract work, or from OWNER'S failure to note exceptions to the excavation plan, shall remain the sole responsibility and liability of the CONTRACTOR.

2. Core Borings

Any core borings and soil data furnished by the OWNER, are for the convenience of the CONTRACTOR. The CONTRACTOR shall be responsible for any additional soil or geotechnical information required. The CONTRACTOR shall be responsible for properly designed excavation safety systems to be utilized for any type of subsurface condition found on this project. The furnishing of soil information by the OWNER in no way relieves the CONTRACTOR of this obligation.

If no core borings or soil data are furnished by the OWNER, it shall be the CONTRACTOR'S responsibility to obtain whatever geotechnical information required for preparation of the excavation safety systems.

3. Submittal Data

The following information shall be included in the CONTRACTORS safety plan:

a. A site specific excavation safety plan prepared, sealed and signed by a Professional Engineer registered in the State of Texas. Such a plan shall cover how the CONTRACTOR intends to implement the trench safety plan in the field.

b. A signed certification from the Excavation Safety Design Engineer declaring that his plan has been prepared in accordance with current OSHA Regulations and State of Texas Excavation Safety Laws.

c. A signed statement from the CONTRACTOR declaring that he accepts and will follow the submitted safety plan.

d. A signed statement from the CONTRACTOR acknowledging he is totally responsible for the safety of all persons involved in the construction of this project.

e. A waiver claim for delay and time.

4. Inspections

In addition to the inspections of the excavation and excavation safety systems required of the CONTRACTOR by OSHA Regulations, the OWNER may further inspect the work. The OWNER shall have the right to reject any safety systems which it finds to be inadequate, and the CONTRACTOR shall immediately improve the system to comply with this specification.

5. Measurement and Payment

Measurement and Payment of Trench Excavation Safety System Design shall be considered lump sum and paid for under the bid item "Trench Safety Design (For all project pipe installation). The payment for this item is to prepare the Trench Safety Design for all trench safety with in the project.

Measurement and Payment of the installation of the Trench Excavation Safety System shall be based on a linear foot amount and paid for under the bid item "Furnish & Install Trench Protection (Storm Drain)". The payment shall be full compensation for all labor, materials, equipment, fabrications, installation, recovery and all incidental work required. All excavation and backfill in addition to that specified elsewhere in these specifications shall be considered subsidiary to this bid item.

Any other required Trench Excavation Safety System installation shall be considered subsidiary to the work being performed, no separate pay.

## SC.21 SPRINKLER REPAIR

The CONTRACTOR is responsible for the repair or replacement of any sprinkler damage caused by his construction. This repair is subsidiary to the contract unless there is a specific item for sprinkler repair. A notice will be sent to the property owner stating that watering the sod installed by the contractor on their prescribed days in addition to the watering by the contractor is highly encouraged and that the watering of the sod will be the property owner's responsibility after the project is complete. The contractor shall ensure that all sprinkler systems damaged during construction are repaired and functional prior to installing the sod so the property owner can help with watering the sod.

## SC.22 DAMAGES TO CITY PROPERTY

If the CONTRACTOR damages any City property, (i.e., water mains, etc.) he will be assessed applicable charges. All charges will be deducted from the CONTRACTOR'S monthly estimate per NCTCOG Standard Specifications Section 109.4.

## SC.23 HAZARDOUS MATERIAL(S) INCIDENT

If any acts of the CONTRACTOR or its agents or employees cause City forces to respond to a hazardous materials incident, the CONTRACTOR will be assessed for the expenses incurred. All charges will be deducted from the CONTRACTOR'S monthly estimate per NCTCOG Standard Specifications Section 109.4.

## SC.24 EXISTING FACILITIES

The CONTRACTOR is responsible for contacting all private and public utilities for determining the location of existing facilities. In addition, the CONTRACTOR shall locate vertically and horizontally prior to beginning construction all existing water and force mains and report any variance from the plans to the ENGINEER. Any conflicts with proposed utility construction routing and depth will be resolved prior to start of construction. All materials, equipment, labor and anything else necessary to locate

any and all utilities will be considered subsidiary to other bid items. (No Separate Payment). The time associated with the location of any utility is considered accounted for in the contract time and no additional time will be given.

## SC.25 PROJECT VIDEO

Prior to start of construction, CONTRACTOR shall videotape construction area and property adjacent to construction. The CONTRACTOR shall furnish the CITY a copy of the tape that has been transferred into DVD format. This shall be subsidiary to project, no separate payment.

## SC.26 STREET CLEANUP

Streets within and around the construction area shall be cleaned as requested by City. The Contractor shall not use a power broom type device on streets outside the construction improvements. The Contractor shall utilize a mechanical or air generated pickup broom with water application. (No Separate Payment)

## SC.27 SEWER PIPE AND WATER MAIN SEPARATION

Sanitary sewers or service laterals that are laid in the vicinity of pipelines designated to carry potable water shall meet the following conditions.

1. Parallel Installation - Sewers and Water Mains

    a. Normal Conditions - Any new sanitary sewer or sewer manhole shall be located at least nine (9) feet in all directions from any existing water mains, and any new water lines shall be located at least nine (9) feet in all directions from existing sanitary sewer line or manhole, whenever possible; the distance shall be measured from the outside edge diameters of the pipes.

    b. Unusual Conditions - New Sewer Line Installation - Where the nine (9) foot separation cannot be achieved, the new sewer shall be constructed of PVC pipe meeting ASTM specifications with a minimum pressure rating of 150 psi for both the pipe and joints. The vertical separation shall be a minimum of two (2) feet between outside pipe diameters and the horizontal separation shall be a minimum of four (4) feet. The new sewer shall be located below the existing water main, where it is practical.

2. Crossings - Sewers and Water Mains. Normal Conditions - A vertical separation of at least 24 inches shall be maintained between any potable water supply and sanitary sewers. Additional requirements for utility crossing is indicated in the General Notes of the Contract Drawings.

3. If these minimum clearances cannot be maintained, the water main shall be relocated.

## SC.28 UTILITY SUPPORT

All costs associated with existing utility support shall be considered subsidiary to the other bid items.

## SC.29 BACKFILL

Backfill per CITY standard specifications and details. Refer to plan information regarding Type C Embankment requirements

for paving subgrade.

## SC.30 REMOVAL AND REPLACEMENT OF EXISTING FENCES

1. Coordinate with the private property owners and the City prior to removal of existing fences.

2. Existing fences which require removal because of construction activity shall be removed, disposed of off-site and replaced to the satisfaction of the City.

3. All wood fences being replaced shall be replaced according to SC.31.

4. Chain Link Fence shall be replaced according to NCTCOG Specifications.

5. Temporary fencing shall be placed during construction if permanent fence cannot be constructed immediately. The contractor is to provide adequate fencing at all times where an existing fence is located, especially in yards with pets. Contractor shall coordinate with homeowner. Fence placed during construction shall be subsidiary to the removal and replacing of the respectable type of fencing.

## SC.31 INSTALLATION OF WOOD FENCES

1. New fence shall be dog eared. The height of the fence shall be a minimum of six feet, or as existing.

2. Fence shall be installed with preassembled panels. The material of the panels shall be of the same material as the existing or pine wood as may be approved by the City.

3. The posts and accessories shall be hot dipped galvanized steel. Posts shall be placed with 1/3 of the length in the ground. Contractor shall place pea gravel in the bottom six inches in the post hole and shall fill the remaining area with Class “B” concrete.

4. There shall be a “mow strip” placed for the entire length of fence removed and replaced. The “mow strip” shall be 6”x6” with 4” below grade and 2” above grade.

5. Contractor shall place post at each property corner.

6. Contractor shall treat the fence with a waterproofing sealer.

7. The Contractor shall submit shop drawings to the City prior to construction.

8. The costs associated with removal, hauling off, mow strip, fence replacement and any other item necessary to remove and replace existing fences shall be considered subsidiary to other bid items. (No Separate Payment)

## SC.32 SOD

1. The contractor shall ensure that the sod is installed correctly, which includes providing moisture to the ground prior to installing the sod and rolling the sod properly. The contractor shall water the sod as necessary to establish. The contractor also shall ensure that the watering is accomplished without wasting the water. The contractor shall be required

to keep the sod moist until 80% establishment.

2. Sod is to be installed in non-paved areas in the construction limits of the project, or any other areas previously sodded that are disturbed by the Contractor. Seeding will be placed in areas previously not sodded and disturbed by the Contractor.

3. Minimum six (6) inches of topsoil shall be placed in the street parkway (areas between right-of-way and edge of pavement) and all the other disturbed areas prior to sodding. Topsoil shall be considered subsidiary to the payment for sod as indicated by the bid item “Furnish & Install Bermuda Block Sod (incl. 6" topsoil)”, no separate payment.

## SC.33 STREET CLEANUP

1. Restore the project site to conditions not less than that existing prior to starting construction unless otherwise required by these specifications, Permits and/or Licenses, or shown on the Plans.

   a. Coordinate surface restoration work with the affected private property owners and the Owner.

   b. Private property over which the Owner has prior rights (i.e. utility easement, sewer easement) and/or has obtained rights-of-way, agreements, licenses and/or agreements from the property owner to allow construction shall be restored in conformance with the Contract Documents.

   c. Restore Public property with strict adherence to the requirements of the public body having jurisdiction therein.

   d. No restoration shall occur until testing is completed and accepted by the Owner's Representative.

   e. Complete final surface restoration within three (3) weeks of the end of construction or as directed by the Owner's Representative.

2. Reference Standards. Surface restoration including pavement, driveways, sidewalks, curb and gutters, and sodding shall be in accordance with the Public Works Construction Standards-North Central Texas by North Central Texas Council of Governments (NCTCOG) current edition or as specified in the Contract Documents.

3. All disturbed areas except where sod is disturbed shall be seeded. Restore grassed area disturbed by construction with sod to match existing. No separate payment for seeding.

## SC.34 RESTORATION OF PAVEMENT SURFACES

1. General

   a. Restore (unless otherwise specified or directed by the Owner's Representative in writing) permanent type pavements, alley pavement, sidewalks, driveways, curbs, gutters, and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal in appearance and quality to the condition that existed before the work began. The surface of all improvements shall match the appearance of the existing surface. The pavement sections for Main Street and Industrial Street shall be as indicated in the plans and specifications.

b. Pour concrete only after inspection by the Owner's Representative at the pouring site to verify proper forms and reinforcement. Reinforcement shall be equal in quantity and type of materials to reinforcement that existed prior to the work, or as indicated on the plans or specifications.

c. Saw-cut existing pavement, sidewalks, curbs, and gutters unless otherwise noted on the Drawings to provide a straight joint between the existing and new surface. Saw cutting shall be full depth and square or rectangular in shape.

d. Cure and protect all exposed concrete installed under this contract in accordance with the reference standard.

e. Remove entire sidewalk squares. Removal of partial squares will not be allowed.

2. Concrete Sidewalks

a. Concrete sidewalks shall be in accordance with the standard construction details by the City of Rowlett.

b. Saw-cut existing sidewalks at construction joints. Existing sidewalk squares damaged during construction activities that are not proposed to be replaced in the plans shall be replaced at the Contractor's expense.

3. Concrete Curb and Gutter

a. Curb and Gutter dimensions and cross sections shall conform with existing installations.

b. Place one half inch preformed bituminous expansion joint at junctions with existing work and at intervals not exceeding fifty (50) feet, or as directed by the Owner's Representative.

c. Saw-cut control joints at intervals not exceeding twenty (20) feet and at junctions with existing transverse cracks in the pavement, or as directed by the Owner's Representative.

4. Concrete Pavement and Driveways. Remove and replace concrete pavement and driveways for the construction.

5. Measurement and Payment

a. Pavement Surfaces

Payment for Concrete Pavement removed and replaced on **ROLLER HOCKEY RINK RELOCATION TO COMMUNITY PARK**, including sawcut, removal, disposal of existing, curb and all other items to replace as existing shall be at the SY unit price bid for the respective items. Any sidewalk, driveway, and ADA Ramp removal, or pavement removed outside of dimensioned limits on the plan sheets shall be considered subsidiary to other items. (No Separate Payment)

## SC.35 EROSION CONTROL

It shall be the full responsibility of the Contractor to acquire and comply with any and all permits as may be required to avoid delay of the project. No separate payment will be made for this item and it will be considered subsidiary to the other items bid.

Prior to construction, the Contractor shall comply with Federal and State storm water management regulations. The plan shall

employ measures to prevent erosion and siltation from the construction disturbance from reaching streambeds, channels, storm water structures, ponds, etc. The plan shall follow the City's "Erosion and Sediment Control Ordinance and comply with the requirements of the "Storm Water Quality Best Management Practices for Construction Activities" manual published by NCTCOG. In the event of a conflict between these requirements and Federal and State pollution control laws, rules, and regulations or other Federal, State or Local agency laws, rules, and regulations, the more restrictive shall apply. The release of the plan for construction by the City in no way relinquishes the Contractor of all responsibility and liability for the pollution control.

The cost to the contractor for the preparation of a Storm Water Pollution Prevention Plan (SW3P) shall be included in the unit price bid for "Implementation of Storm Water Pollution Prevention Plan incl. Install/Maint./Removal of Silt Fence and Inlet Protection". The contractor shall be solely responsible for preparing and implementing all the various erosion control measures and shall be required to comply with all the TPDES general permit provisions and requirements. Payment for all work and materials associated with erosion control and storm water pollution prevention plan be considered subsidiary to "Implementation of Storm Water Pollution Prevention Plan incl. Install/Maint./Removal of Silt Fence and Inlet Protection" and shall include the installation, maintenance, and removal of these erosion control measures.

Every soil disturbing activity shall have an accompanying Erosion Control Plan (ECP), and either Construction Site Notice (CSN) for those activities disturbing more than 1 but less than 5 acres or Notice of Intent (NOI) for those activities disturbing 5 or more acres. A copy of the appropriate CSN or NOI shall be provided to the City of Rowlett prior to issuance of a grading permit. The ECP shall be provided to Rowlett's Erosion Control Officer prior to grading.

The CSN or NOI shall be posted in a location viewable to the public until construction is complete and Notice of Termination (NOT) submitted. The Storm Water Pollution Prevention Plan (SWP3) shall be readily available for review by Federal, State, or local officials.

No soil disturbing activities will occur until the following has been implemented:

SWP3 signed by both the contractor and owner
Owner submits NOI/CSN to the State Contractor submits NOI/CSN to the State
SWP3, ECP, and associated Best Management Practices (BMP) being fully implemented and inspected by Rowlett's Erosion Control Officer
NOI/CSN (as appropriate) posted on site and viewable to the public

When the above items have been approved, the City of Rowlett's Erosion Control Officer will issue the second Notice to Proceed.

The contractor shall comply with the City of Rowlett's Storm Water Ordinance, the current NCTCOG Best Management Practices Manual, the TPDES General Construction Permit TXR150000 and any other State and/or Local regulations.

The site shall be reviewed by the operator or his representative weekly, and after any major storm.
Adjustments/repairs to the erosion control measures will then be made as needed and inspected and approved by the City.

Final acceptance of a site shall be contingent upon vegetation being established per the TPDES General Construction Permit, and proper NOT submitted to the State. A copy of the NOT shall be provided to the City of Rowlett. Until such final acceptance of the erosion control has been determined, the City of Rowlett shall withhold half of the retainage as described in the Progress Payments and Retainage section of this document.

## SC.36 CONSTRUCTION COORDINATION

The Contractor shall coordinate construction activities with the City of Rowlett or its designated representative(s).

Contractor shall inform residences and businesses 48 hours prior to any interruption of sewer and water service or construction in a driveway. Contractor shall schedule the construction activities to minimize any inconvenience to the residents and businesses. Interruptions to existing services may be required to be done during off times and shall be coordinated with the affected agencies.

Contractor shall inform residences and businesses one week prior to any lane or street closures. Contractor shall schedule the street closures to minimize any inconvenience to the residents and businesses.

## SC.37 STREET CLEANUP

1. Removal and replacement of street and driveway paving shall be in accordance with the plans, Public Works Construction Standards-North Central Texas by North Central Texas Council of Governments (NCTCOG), standard construction details by City of Rowlett, and Special Conditions specified herein.

2. Remove existing street and driveway pavement and curbs as shown on the drawings. Saw cut existing pavement and curb where portion of existing pavement and curb is to remain. Saw cut shall be for the full depth of pavement and curb. Dispose of the removed concrete off site.

3. Existing asphalt pavement shall be removed separately from the base material, stored and disposed of in accordance with the current federal regulations.

4. Prepare subgrade for street and driveway pavement by excavating and filling the area as required, to bring the grade to the elevations as shown on the drawings.

5. 12" thick subgrade under the pavement shall be cement stabilized with at least 54 lbs. per sq. yd. cement compacted to at least ninety-eight percent (98%) of the maximum dry density as determined by ASTM D698; or as otherwise specified in the construction plans and specifications. Moisture content shall be within minus 2 to plus 3 percent of optimum moisture content.

6. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade, until the pavement is placed.

7. Place reinforcement as shown in the Standard or Special Construction Details.

8. Pour concrete only after inspection by the Owner's Representative at the pouring site to verify proper forms and reinforcement.

9. Cure and protect all exposed concrete installed under this contract in accordance with the reference standard.

10. Removal of street paving will be measured and paid at the contract unit price per square yard of pavement removed, not to exceed the dimensions indicated on the plans for removal. Removal of curb, street and driveway paving includes removal and disposal of concrete off site. Saw cut of pavement and curb will be subsidiary to pavement removal and

replacement. The lime treatment of subgrade or cement treatment of subgrade will be measured and paid by square yard of proposed pavement. The contract unit price includes compensation for furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work, preparation of right-of-way, excavation, borrow, fill, compaction, disposal of excess material, paving, joints, topsoil, and seeding complete in place. The removal of curb will be considered included in the unit price per square yard of pavement removed and replaced. The construction of curb shall be included in the unit price bid for the type of paving being constructed, no separate pay.

## SC.38 JACKING, BORING OR TUNNELING

The following sentence is deleted from the Public Works Construction Standards-North Central Texas, North Central Texas Council of Governments, Item 503.3.3.2 – Construction by Jacking.

"Lateral or vertical variation in the final position of the pipe …… in the direction indicated on the plans".

Add the following sentence in place of the above deleted sentence.

"No vertical or lateral variation of slopes and grades shown in the plans will be allowed for installation of pipe."

## SC.39 CONTRACT DOCUMENTS

Refer to the General Notes for priority of Contract Documents. For conflicting information, the more stringent shall apply.

## SC.40 PVC SEWER PIPE

All PVC sewer pipe shall be manufactured in accordance with the latest versions of ASTM 3034 or ASTM D2241. Resin types shall be 12454B or 12454C.

## SC.41 SERVICE LATERALS

1. Contractor shall be responsible for locating service connections prior to construction.

2. Contractor shall verify by testing all service connections to determine if they are active or inactive. Only active services shall be connected to the new sanitary sewer system. Inactive services shall be plugged with grout. The Contractor shall be responsible for any liability associated with the accidental plugging of active services. All active laterals shall be removed from the existing sewer line to the private property line. Replace existing laterals with new laterals of same size from the new sewer main to the ROW line. In no case shall the size of service lateral be smaller than 4 inches in diameter.

3. Install wyes at an angle of no more than forty-five degrees (45°) or less with springline.

4. Install service laterals with a straight alignment and at a uniform grade not less than one percent (1%) unless otherwise specified. Embedment and service lateral connection shall be as per Standard Details of City of Rowlett.

5. All service laterals crossing concrete pavement shall be installed by method other than open-cut (jacking, boring, or tunneling). The Contractor may, at his option, install the laterals by open cut. However, he must provide a two (2) year maintenance bond on the lateral and pavement.

6. Maintain an accurate record of location and size of all active service laterals.

7. Unless otherwise indicated on the drawings, service laterals installed by open-cut method shall be measured at the contract unit price per linear foot, complete in place. The Contract unit price shall be total compensation for furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work, including excavation, concrete encasement, disposal of excess material, backfill, embedment, saw cut, removal and replacement of curb, sidewalks, sod, all in accordance with the plans and specifications. Furnishing and installation of Y connection shall be included in the contract unit price of service laterals. Removal and replacement of pavement will not be measured and paid separately for installation of service laterals.

## SC.42 PIPE PLUGGING AND SANTIARY SEWERS TO BE ABANDONED

1. Prior to plugging of a sewer segment, the Contractor shall verify that no existing services will be affected.

2. Physically remove sanitary sewer pipe outside of the manhole for a minimum distance of one (1) foot.

3. Fill pipe for a minimum length of one (1) foot with non-shrink grout.

4. Sawcut, removal and replacement of concrete paving for plugging of existing sanitary sewer line shall be considered subsidiary to other bid items.

5. The pipe plugging and sanitary sewers to be abandoned shall be considered subsidiary to the other bid items.

6. Bypass Pumping

    a. Perform bypass pumping for flow control. No bypassed wastewater shall be discharged into a natural or manmade drainage structure.
    b. There shall not be a separate pay item for bypass pumping.

## SC.43 SANITARY SEWER LINE CONNECTION

1. Make existing and/or new sewer line connections to existing and/or new manholes as indicated on the drawings.

2. Perform by-pass pumping for flow control when connecting to existing sewer line or manhole.

3. There shall not be a separate pay item for connection of new sewer line to existing or new manholes and connection to existing sewer line. New sewer line connections to existing or new manholes and to the existing sewer lines shall be considered subsidiary to other bid items.

## SC.44 STEEL ENCASEMENT PIPE

1. Steel encasement pipe shall conform to AWWA C-200. The pipe shall be fabricated in accordance with ASTM A-570 from steel plates having a minimum yield strength of 36,000 psi. Encasement pipe shall have a minimum of 1/2" wall thickness.

2. Steel encasement pipe shall be painted inside and outside with two coats of KOPPERS CO. Bitumastic Super Service black or equal coating manufactured by TNEMAC Company, Inc., prior to delivery to the job site. Minimum

thickness of coating inside and outside shall be 12 mils dry film thickness per each coat.

3. Encasement pipe shall be field welded in accordance with AWWA C-206 and AWS D7.0. The welded joints shall be wire brushed and painted with KOPPER's Inertol Quick-Drying primer 626 or equal primer manufactured by TNEMAC Company, Inc.

## SC.45 SANITARY SEWER LINE AND MANHOLE TESTING

Each completed sanitary sewer line section shall be tested, prior to the final acceptance of completed section. The following tests shall be performed in accordance with the Texas Commission on Environmental Quality Chapter 217, and published in Texas Register (Volume 25, Number 42, November, 2003).

1. Low pressure air test for all Sanitary Sewer Line included in this Contract.
2. Deflection testing (Mandrel Test) after the final backfill has been in place at least 30 days.

    a. The mandrel shall have an outside diameter (O.D.) equal to 95% of the inside diameter (I.D.) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thicknesses for O.D. controlled pipe and the average inside diameter for I.D. controlled pipe, all dimensions shall be per appropriate standard. Statistical or other "tolerance packages" shall not be considered in mandrel sizing.

    b. The mandrel shall be constructed of a metal or a rigid plastic material that can withstand 200 psi without being deformed. The mandrel shall have nine or more "runners" or "legs" as long as the total number of legs is an odd number. The barrel section of the mandrel shall have a length of at least 75% of the inside diameter of the pipe. A proving ring shall be provided and used for each size mandrel in use.

    c. Adjustable or flexible mandrels are prohibited. A television inspection is not a substitute for the deflection test. A deflectometer may be approved for use on a case-by-case basis. Mandrels with removable legs or runners may be accepted on a case-by-case basis.

3. Acceptance Testing: After the completion of the manhole, the manholes shall be visually inspected by the Engineer and the Owner before final acceptance. In addition, the Contractor shall perform low pressure vacuum air testing on each manhole. Each manhole shall be tested separately and independently of the sanitary sewer lines. All sanitary sewer lines coming into the manhole shall be sealed with an internal pipe plug. The method of testing shall be by means of creating an air vacuum within the manhole, whereby, a 10" Hg. (mercury) vacuum will be developed. The air vacuum shall then be monitored once it has reached 10" Hg. for a test period of one minute. The allowance drop in air vacuum shall be no greater than 1" Hg. during the one-minute test period.

    The air vacuum testing procedures for the manholes shall be according to the recommendations of Cheme Industries, Inc., (Air-Loc Vacuum Manhole Tester), or such other manufacturers/suppliers that would have acceptable equipment designed specifically for air vacuum testing of manholes.

    The Contractor shall provide the Owner with certified documentation that the test procedures were conducted as recommended by the equipment manufacturers and the test results were actual numbers recorded in the field. The Contractor shall record and certify to the following information:

a. Date and time of testing
b. Name of contractor's representative performing the tests
c. Equipment used and calibration procedures
d. Manhole location(s)
e. Air-vacuum maximum (Hg.)
f. Test period
g. Drop of air vacuum within the test period
h. Other observers at the testing site

## SC.46 WATER PIPE

All 6-inch, 8-inch and 12-inch water mains to be AWWA C900 PVC pipe. All 16-inch and larger water mains shall be AWWA C905 PVC. All water line fittings to be ductile iron. All valves shall be AWWA approved resilient wedge gate valves. The pipe plugging, water line to be abandoned, and connection to existing water lines shall be considered subsidiary to the other bid items.

## SC.47 WATER VALVES

Install 2' x 2' x 4" thick, concrete block around all water valves outside of concrete pavement.

Valve extensions shall be provided on all valves with operating nuts greater than 5' below finished ground or paving grade.

## SC.48 LIGHT POLE – NOT USED

NOT USED

## SC.49 TREE REMOVAL AND PROTECTION

1. All trees, bushes and other landscaping plants located within the Right-of-Way (ROW) shall be removed as indicated in the plans. Construction limits extend up to 4' beyond the ROW where grading is required to maintain slopes flatter than 3:1, unless otherwise noted. Trees that are located within 4' beyond the ROW may be removed if located in the construction limits. Removal of all trees located within the construction limits and any other trees shown on the removal plan shall be paid under Preparation of ROW bid item.
2. Trees 4" to 30" in diameter to be removed outside the construction limits and not shown on the removal plan shall be paid under the Tree Removal bid item.
3. Trees greater than 4" in diameter were surveyed and shown in the drawings. Trees smaller than 4" in diameter (at the time of the survey) are not shown in the drawings but are to be removed if located within the construction limits. Tree removal is subsidiary to Preparation of ROW.
4. Contractor shall protect trees adjacent to construction limits that are to remain. Any trees that are flagged by the City shall remain.

## SC.50 TYPE B STORM SEWER MANHOLE (REVISION TO SHEET SD-8)

Access riser height may only extend a maximum height of 23" from the inside of the manhole to the top of the cover.

## SC.51 TYPICAL VALVE SETTING AND BOX (REVISIONS TO SHEET SD-12)

NOT USED

## SC.52 SANITARY SEWER MANHOLES (REVISIONS TO SHEET SD-15)

1. Note 10 revised to state 125 MIL thickness.

## SC.53 SANITARY SEWER DETAILS (REVISIONS TO SHEET SD-16)

1. On the Typical Service Connection Detail, cleanout shall be a tee-wye.

## SC.54 TEMPORARY SIGNS

Contractor shall provide temporary street name and regulatory signs if needed before the permanent signs are installed. The cost for temporary signs is subsidiary to the other bid items.

## SC.55 STREET SIGNS

Regulatory street signs, street name signs and sign poles will be paid as separate bid items. Installation of signs shall be subsidiary to the sign pole bid item.

## SC.56 WATER METER BOXES

Contractor shall provide and install new water meter boxes for each water meter, per City standards. The City uses the ROTEC from DFW Plastic, Part DFW 37C for body, DFWC-KSBSM for lid.

## SC.57 WRAPPED IRON FITTINGS – BID ITEM AT OWNER'S DISCRETION

This bid item will be used if necessary at the OWNER'S DISCRETION. All fittings shown in this project are considered subsidiary to the unit price per linear foot bid for PVC Water Pipe. Necessary fittings that must be added to the pipeline due to the CONTRACTOR'S failure to locate existing utilities prior to beginning construction that cause fittings to be used to re-align the water pipe will be at the CONTRACTOR'S expense. Only fittings that become necessary because of conflicting utilities that are located and reported to the ENGINEER prior to construction that cause the water pipe to be re-aligned will be paid for with this bid item.

## SC.58 PORTABLE CHANGEABLE MESSAGE SIGNS

Four (4) electronic portable changeable message signs to be placed on the project site for notification purposes and shall be considered subsidiary to "Traffic Control Implementations - Barricades, Signs & Traffic Handling (incl. all detouring, electronic signs, signage, temp striping, and barriers)", no separate pay. The messages and sign locations shall be as directed by the City for the construction across Main Street and Industrial Street; or as directed by OWNER. The message signs shall be on site for the duration of the project, or as determined by OWNER to no longer be necessary.

## SC.59 ACCESS TO DRIVEWAYS

The contractor shall maintain access to driveways throughout construction. If needed, temporary access drives shall be constructed and maintained. Contractor shall maintain trash service, and mail service by constructing temporary mailboxes. These services are subsidiary to other items in the contract.

## SC.60 FLOWABLE BACKFILL

If used, as approved by the City, this bid item shall follow NCTCOG Standard Specifications 504.2.3.4 and Standard Detail 3070A. Payment for this item will be per linear foot of pipe, regardless of the size of pipe backfilled or width of trench. Flowable backfill shall be placed in trenches at the City's discretion.

## SC.61 SIDEWALK RETAINING WALL

NOT USED

## SC.62 EXCAVATION

1. General

   a. Excavation work shall be accomplished under the supervision of a person experienced with the materials and procedures which will provide protection to existing improvements, including utilities.

   b. The alignment, depth, and subgrades of all trenches may be determined by overhead grade lines parallel to the trench, or by the use of a laser.

   c. In the event hazardous wastes as defined by the Resource Conservation and Recovery Act of 1976 (PL94-580) are encountered work shall be halted and the Owner shall be notified. Work shall be resumed only after the Owner notifies the Contractor.

   d. If the specified maximum trench widths are exceeded, either through accident or otherwise, and if the Engineer determines that the design loadings of the pipe will be exceeded, the Contractor will be required to support the pipe with an improved trench bottom. The expense of such remedial measures shall be entirely the Contractor's own. All trenching operations shall be confined to the width of permanent rights-of-way, permanent easements, and any temporary construction easements. All excavation shall be in strict compliance with the Excavation Safety Systems Special Condition (SC.20) of this document.

   e. Definitions

      (1) Unclassified Excavation

      Excavation under this item shall include all earth, shale, gravel, loose rock, solid rock, debris, junk and/or other material excavated or otherwise removed in the preparation of the trench or subgrade; all work in connection with the excavation, removal and subsequent handling and disposal of such material, regardless of its type, character, or condition; subgrade preparation, all sheeting, piling, shoring, bracing, and dewatering of trenches; protection of adjacent property; backfilling; sand cushion; grade base

stabilization; all specified backfill consolidation; and other work necessary or required including the removal of all material from the trench area. Included in excavation is the removal and replacement of all existing paved surfaces including but not limited to sidewalks, concrete streets, concrete curb and gutter, and bituminous pavement. If a bid item is included for the removal and replacement of sidewalks and/or paved surfaces, then payment for removal and replacement of the items will be at the contract unit cost, but not including any disturbed paved surfaces outside of the limits of removal shown on the plan sheets. Any additional removal will be considered subsidiary to other bid items (no additional payment will be made).

2. Execution

a. Open Cut Method (Trenching)

(1) General

Open cut (trench) excavations except as otherwise specified or approved by the Engineer. Minimize inconvenience and disturbance to the general public.

Sort and stockpile the excavated material so the proper material is available for backfill.

(2) Trench Depths

Excavate trenches to depths required for proper pipe embedment. Overdepth excavation may be required when the subgrade is unstable. Backfill overdepth excavations with granular pipe embedment material, unless otherwise directed by the Engineer.

(3) Trench Walls

Undercutting of trench walls is not permitted.

(4) Trench Widths

(a) The bottom width of the trench at and below the top of the pipe and inside the sheeting and bracing, if used, shall not exceed 2 feet measured from the outside of the proposed pipe size on each side.
(b) If the allowable maximum widths are exceeded at manholes, bore pits, tees, and in unstable earth material, provide bedding adequate to develop the required lateral support for the pipe and/or provide a sufficient strength class of pipe to accommodate the loading conditions as approved by the Engineer.

(5) Trench Walls

Trench safety shall be in accordance with SC.20.
.

(6) De-Watering

(a) Should groundwater be encountered, Contractor shall be responsible for utilizing a dewatering

system(s) to remove water from the excavations. Contractor shall install and operate dewatering system(s) to achieve the following:

i. Keep excavations free from water.

ii. Prevent displacement of surrounding soils.

iii. Prevent water from crossing the road or driveways during icing conditions or other potentially hazardous conditions.

(b) Form dams, flumes or other works necessary to keep the trenches clear of water while the sewers and their foundations, and other foundation works, are being constructed. Remove water from such excavation in a manner that does not damage property.

(7) Blasting Areas

(c) Blasting of any kind of rock excavation or any other purpose will not be allowed.

3. Measurement and Payment

Only items listed below will be measured for payment. All other costs shall be included in the unit or lump sum prices for the item affected thereby.

a. Trench safety system shall be paid for in accordance with SC.20.

b. Payment for unclassified excavation shall be paid for by the cubic yard under the bid item "Unclassified Street Excavation".

c. Payment for Embankement (ie Fill) shall be paid for by the cubic yard under bid items "Embankment (not for use in paving subgrade)" and "Furnish & Install Embankment (Fina)(Dens Cont)(Ty C)(21")(refer to Typical Sections for Ty C Requirements)"

d. No additional payment will be made for: sand cushion; backfilling; compaction of backfill; removing and replacing top soils and obstruction, tunneling of trees, storm sewers or other obstructions; blasting; bracing and shoring; dewatering; pumping and draining; grade base stabilization; removal of excess excavated material; or restoration of the site, including grass seeding. Any additional pavement, including streets, sidewalks, ADA rams, etc., removed and/or damaged will be replaced as existing at the CONTRACTOR's expense. It is mutually understood that subterranean water, quicksand, or other unstable earth may be encountered and the Contractor has taken such into consideration in making this bid. Where such is encountered, Contractor will be required to excavate to sufficient depth to permit backfilling with crushed stone in order to provide a stable base for the pipes. Extra payment will not be made because of such additional excavation or because it is necessary. Separate payment will not be made for service lateral construction or pits required for trenchless construction methods and is considered subsidiary to the respective bid items.

## SC.63 DART INSURANCE REQUIREMENTS

NOT USED.

## SC.64 PAVING AND EARTH EMBANKEMNT C-1 SUBGRADE – NOT USED

1. Contractor shall furnish and install Type C material that meets the requirements specified in the plans, specifically on the Typical Sections.

2. The upper 12 inches of the Type C material shall be cement treated at a rate of 54#/SY.

3. This item shall be measure and paid for by the Cubic Yard installed as shown in the plans.

4. Cement Treatment of the upper 12 inches shall be paid for separately.

5. Cement used for the Cement Treatment shall be paid for separately.

## SC.65 MEASUREMENT AND PAYMENT PER LINEAR FOOT PVC PIPE

1. Water pipe of the respective type, size, and/or strength including specified pipe embedment, and testing will be paid for at the Contract Unit Price per linear foot of pipeline actually installed, measured along the centerline of the pipeline from center of fitting to center of fitting, except when connecting to existing fittings or valves and then measured to the connection point. This item includes costs for location of existing services, excavation, existing pipe removal and disposal (if any), furnishing and placing pipe embedment materials, tees, furnishings and placing pipe, fittings and joint material, making connections to pipe of dissimilar materials, joint restraints, concrete blocking, embedment, backfill, testing, and any resulting restoration and repairs and incidental and appurtenant work required to complete the item. Restoration in paved areas will be paid for in accordance with the Bid Schedule for the various applicable items affected by the water construction within the specified limits. Pipe in steel encasement will be measured by the length of encasement pipe installed By Other Than Open Cut, or by Open Cut, and will include all fittings, joint restraints, spacers, and any other item necessary for installing the pipe within the encasement pipe.

2. The unit price for pipe placed by open cut is broken down as three separate pay items as follows:

    a. 60 Percent of the unit price bid per linear foot shall be paid upon pipe installation and backfill.

    b. 30 Percent of the unit price bid per linear foot shall be paid upon acceptable restoration of the disturbed linear footage. The OWNER may adjust this payment amount based on circumstances to allow a partial payment of the 30 percent prior to completed restoration.

    c. 10 Percent of the unit price bid per linear foot shall be paid upon successful pipeline testing.

3. Each of the above percentages are considered as the structure of the bid item and not retainage. The applicable retainage amount will only be retained on the percent portion paid, not the entire linear footage price. Once the applicable percentages of pipe unit costs are paid, the retainage on that portion will be withheld at that time.

## SC.66 CONSTRUCTION NOTES

1. Traffic control plan to be provided to the CITY at the pre-construction conference.

2. Message boards to be posted seven (7) days in advance for any lane closures.

3. Any item of work called for by the plans and/or specifications and not included as a bid item is to be considered subsidiary to construction and shall be considered paid for by other bid items.

4. All existing utilities that cross the proposed sanitary sewer or storm sewer that must be removed and replaced, or relocated, shall be considered subsidiary to other bid items. Any utility that is relocated or replaced, must be replaced with new material of the same type and quality of the existing utility. This includes all sanitary sewer or storm sewer crossings regardless of size. All utilities that are specified to be supported shall be braced, supported, and backfilled according to the detail on sheets and shall be considered subsidiary to other bid items.

5. Fence removal and replacement to facilitate construction is subsidiary to other bid items, replacement fence must be new and of the same or better material as the existing fence. All fencing shall have a mow strip installed.

6. Contractor shall provide temporary fencing as necessary to protect property as may be required by owner. (No Separate Pay)

7. All excavation is considered unclassified and shall be according to the plans and specifications. The contractor is responsible for determining methods of excavation based on his field observation and investigation

8. Payment for pavement removal and replacement, with pavement subgrade and base will be at the unit price bid and quantities based on the limits shown on the plans. Any pavement, subgrade and base removed, and/or damaged, outside the limits shown on the plans will be replaced at the contractor's sole expense.

## SC.67 MOBILIZATION

Mobilization shall include providing for all the required equipment, permits and labor necessary to move all machinery and personnel required onto the job site. Also, included under this item is the cost of all insurance and bonding requirements. This item shall not exceed five percent (5%) of the total bid. Twenty-five percent (25%) of this bid item will be paid after the work has begun on the first payment request. After successfully completing fifty percent (50%) of the work, an additional fifty percent (50%) will be paid if the project is on schedule. The final twenty-five percent (25%) will not be released until **WORK** is eighty-five percent (85%) complete, to allow for demobilization.

# SECTION 12 MEASUREMENT AND PAYMENT

# MEASUREMENT AND PAYMENT

1. **SCOPE AND CONTRACT PRICE:** This section provides clarification of the measurement and payment for some work items in this Contract.

   The total Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Proposal and Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.

2. **ESTIMATED QUANTITIES:** All estimated quantities stipulated in the Proposal and Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts.

3. **SUBSIDIARY PAY ITEMS:** The following items shall be considered subsidiary to the pay items provided for the work under this contract. Other subsidiary items are described herein.

   - Location of existing utilities.
   - Video taping of project site prior to construction.
   - Contractor negotiations with property owners for temporary staging areas.
   - Construction Staking.
   - Backfill of utility trenches.
   - All fees.
   - Repair of damaged fences, walls, irrigation systems, landscaping, and other improvements.
   - Final cleanup.

# SECTION 13 SUPPLEMENTAL PROVISIONS

# CITY OF ROWLETT SUPPLEMENTAL GENERAL PROVISIONS

## 1. PUBLIC SAFETY AND CONVENIENCE

The safety of the public and the convenience of traffic shall be regarded as of prime importance. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

The CONTRACTOR shall plan and execute his operations in a manner that will cause the minimum interference with traffic. The CONTRACTOR shall secure the CITY'S approval for the proposed plan of operation and sequence of work prior to beginning construction. If at any time during construction, the approved plan does not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the CONTRACTOR shall immediately make necessary changes therein to correct the unsatisfactory conditions.

THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN FOR ANY PROPOSED CONSTRUCTION THAT IMPACTS ANY STREET OR ALLEY AND SUBMIT IT TO THE CITY WITH THE CONSTRUCTION SCHEDULE. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN CITY APPROVAL FOR THE TRAFFIC CONTROL PLAN.

When the work is carried on, in or adjacent to any street, alley or public place, the CONTRACTOR shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals; shall provide such flagmen and watchmen; and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. All barricades, signs, lights, etc., shall be placed, maintained and operated in accordance with the Texas Manual on Uniform Traffic Control Devices. From sunset to sunrise, the CONTRACTOR shall furnish and maintain adequate warning lights. A sufficient number of barricades shall be erected to keep vehicles from being driven onto or into any work that might be a hazard to the public.

The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by the CONTRACTOR at his own cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project has been accepted by the OWNER.

WHERE THE CITY APPROVED TRAFFIC CONTROL PLAN INCLUDES THE CLOSURE OF ANY STREET OR ALLEY DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL KEEP THE FIRE DEPARTMENT INFORMED AT ALL TIMES OF THE LIMITS OF SUCH CLOSURES AND SUCH STREET OR ALLEY REOPENINGS. BEFORE CLOSING ANY STREET OR ALLEY, THE CONTRACTOR SHALL NOTIFY CITY, FIRE/POLICE, ROWLETT ISD, US POSTAL SERVICE, AND SANITATION CONTRACTOR.

The CONTRACTOR shall provide and maintain flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and the CONTRACTOR'S personnel and as directed by the ENGINEER. Flagmen shall be English speaking, courteous, well-informed, physically and mentally able to effectually perform their duties, and shall be neatly attired and groomed at all times when on duty.

It shall be the entire responsibility of the CONTRACTOR to provide for ingress and egress to private property, all as specified herein or as directed by the CITY. Unless more restrictive conditions are specified on the plans, at no time during the period of construction will driveways with street access be left impassable for more than a 24-hour period. The CONTRACTOR shall be required to knock down base material, to fill subgrade, and otherwise adjust driveways so as to maintain ingress and egress for all businesses and residents.

Except as otherwise provided above or elsewhere in the contract, these provisions for providing access, detouring traffic, flagmen, etc., will not be paid for directly but shall be considered as incidental to the overall project.

## 2. RIGHT OF ENTRY

The OWNER reserves the right to enter the property or location on which the work herein contracted for is to be performed, constructed, or installed, by such agent or agents as it may elect, for the purpose of inspecting the work, or for the purpose of performing or constructing such collateral work as said OWNER may desire.

## 3. SUBSURFACE INFORMATION, EXISTING UTILITIES

Subsurface information, including the existence and location of underground utilities, borings and other data shown is for the general information of the bidders, and is not guaranteed. The OWNER will make every effort to have underground utilities and services lowered below subgrade ahead of street excavation. Street structures shall be adjusted by the CONTRACTOR. The CONTRACTOR shall notify all public utilities and request field location and verification of all utilities and lines prior to excavation. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The CONTRACTOR shall be liable for maintenance and protection of existing utilities and street structures and for repair of any damage thereto.

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until so ordered by the CITY. The right is reserved to all public utilities to enter upon the limits of the contract for the purpose of making such changes or repairs of their property as may be necessary for performance under this contract. The OWNER reserves the right to enter upon the limits of the contract for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing structures, etc., and for making other repairs, changes or extensions to any property of the OWNER.

Service lines from utility mains which interfere with machine trenching methods shall be "jumped" and the resulting "plug" excavated by hand methods; or at the option and expense of the CONTRACTOR, these services may be cut to allow machine excavation and then immediately restored to service. Services that are cut and replaced must be approved by the Inspector before they are covered with backfill. Where existing sewers are to be temporarily taken up or removed, the CONTRACTOR shall, at his own cost and expense, provide and maintain temporary outlets and connections for all private or public drains and sewers. The CONTRACTOR shall take care of all sewage and drainage which will be received from these drains and sewers, and shall provide and maintain at his own expense adequate pumping facilities, troughs, pipes, channels, temporary outlets, diversions, or other structures until the permanent connections and lines are completed and in service. The CONTRACTOR shall satisfactorily dispose of any water, drainage, sewer, nuisance or unsanitary conditions.

Where existing sewer or drains are damaged or broken by the CONTRACTOR, the CONTRACTOR shall repair the broken line immediately with approved sewer pipe and shall disinfect any contaminated ditch or surrounding ground with disinfecting agent. No new material shall be installed until all contaminated ground, ditch and/or material have been properly disinfected. No pay will be allowed for this disinfection.

All utility poles, guy wires and meters that interfere with the construction of this project will be removed by others without cost to the CONTRACTOR.

The removal and/or replacement of signs, fences, trees, and other minor items shall be the responsibility of the CONTRACTOR and will not be measured for payment, but shall be considered as subsidiary items to the work unless specifically detailed in the plans and proposal.

## 4. WATER FOR CONSTRUCTION

Water for mixing and curing concrete and mortar shall be obtained from the City of Rowlett Water Department at regular established rates or from any other suitable source approved by the CITY. On water and sewer line contracts, water required for mixing, etc., may be obtained from the City of Rowlett Water Department at regular established rates. The City of Rowlett shall furnish only water used for testing or flushing of water lines. On other types of construction, the CONTRACTOR shall pay for City water at regular established rates. The CONTRACTOR shall make all necessary arrangements with the City Water Department for taps, metering, etc.

## 5. SALVAGED MATERIALS

Any usable materials which are salvaged, recovered, or discovered during the progress of the work, and which are not intended or designated for reuse in the work, shall be placed in storage at the City yard or at such other place within the City of Rowlett as is designated.

## 6. PROTECTION OF ADJOINING PROPERTY

The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered or which might be injured or seriously affected by any process of construction to be undertaken under this agreement; for any damage or injury by reason of said progress of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property.

The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands for claims for said damage.

When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the OWNER may, at the option of the CONTRACTOR, either pay unpaid bills of which the OWNER has written notice, or direct or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full in accordance with the terms of this contract, but in no event shall the provisions of this sentence by construed to impose any obligation upon the OWNER, to either the CONTRACTOR or his Surety.

## 7. CONTROL OF MATERIAL

The source of supply of materials shall be approved by the CITY. Representative samples of the materials proposed to be used, in quantities required, will be submitted for examination and testing in accordance with the methods prescribed by the applicable

specifications, and by the agency designated by the ENGINEER. Only materials conforming to the requirements of these specifications and approved by the ENGINEER shall be used in the work. The materials proposed to be used may be inspected or tested at any time during their preparation or use. If the sources of supply which have been approved do not furnish a uniform product or if the product from any source proves unacceptable at any time, the CONTRACTOR shall furnish approved material from other approved sources. No material, which after approval has in any way become unfit for use shall be used in the work.

## 8. NCTCOG GENERAL PROVISIONS

References in the Specifications and Contract Documents to NCTCOG items refers to the Standard Specifications for Public Works Construction North Central Texas as prepared by the North Central Texas Council of Governments dated 1983, including all amendments. The City of Rowlett's Contract Provisions shall govern whenever there is a conflict between them and NCTCOG; however, whenever the City's Contract Provisions are silent with regard to an item, NCTCOG shall govern.

## 9. CONTRACTOR'S BUILDING

The building structures for housing laborers, or the erection of tents or other forms of protection, will be permitted only at such places as the PROJECT MANAGER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the PROJECT MANAGER, in accordance with state and local laws.

## 10. RIGHT OF ENTRY

Necessary sanitary conveniences for the use of laborers on the work, properly secured from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the PROJECT MANAGER, and their use shall be strictly enforced.

## 11. LINES AND GRADES

All lines and grades shall be furnished by the CONTRACTOR or his representative. The CONTRACTOR shall be responsible for furnishing all necessary equipment and survey personnel to establish all elevations and alignment necessary for construction. The Contractor shall string line the paving edges and must receive approval from the City Engineer or his representative before the placement of concrete pavement. If the line and grade are not approved, the Contractor will reset a new line and grade at no additional cost. Special care should be taken to insure no water is trapped in backyards and that no ponding or standing water exists in the finished street.

# SECTION 14 TECHNICAL SPECIFICATIONS

CITY OF ROWLETT

TECHNICAL SPECIFICATIONS

1. GENERAL SPECIFICATIONS

City of Rowlett Construction Standards, the North Central Texas Council of Government Public Works Construction Standards (Latest Edition) and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2024 Edition), and amendments.

# APPENDIX A GEOTECH REPORT

# Community Park Hockey Rink

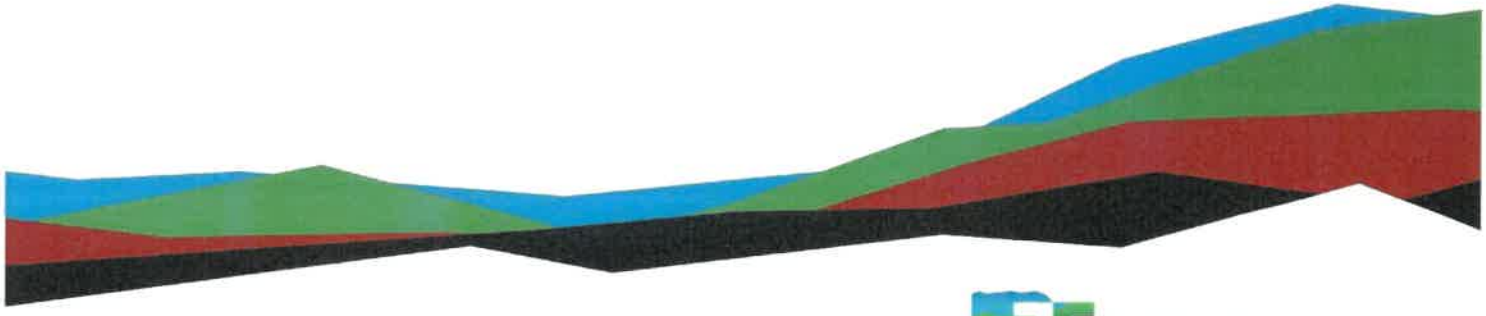
## Geotechnical Engineering Report

## Rowlett, TX 75089

April 29, 2025 | Terracon Project No. 94255195

**Prepared for:**

City of Rowlett
4000 Main Street
Rowlett, TX 75088



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P (214) 630-1010
**Terracon.com**

April 29, 2025

City of Rowlett
4000 Main Street
Rowlett, TX 75088

Attn: Kristoff Bauer, Deputy City Manager
P: (972) 412-6147
E: kbauer@rowlett.com

Re: Geotechnical Engineering Report
Community Park Hockey Rink
8500 Saint Andrews Lane
Rowlett, TX 75089
Terracon Project No. 94255195

Dear Mr. Bauer:

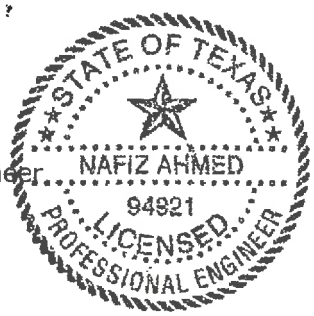
We have completed the scope of Geotechnical Engineering services for the above referenced project in general accordance with Terracon Proposal No. P94255195, Revision 1 dated March 25, 2025 and authorized on March 26, 2025. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations and rink concrete floor slab for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

**Terracon Consultants, Inc.**
Registration No. F-3272

Nafiz Ahmed, P.E.
Senior Geotechnical Engineer




04/29/2025

Saad M. Hineidi, P.E.
Senior Principal

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**Exploration and Testing Procedures**
**Site Location and Exploration Plans**
**Exploration and Laboratory Results**
**Supporting Information**

**Note:** **Blue Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the Terracon logo will bring you back to this page. For more interactive features, please view your project online at **client.terracon.com**.

Refer to each individual Attachment for a listing of contents.

# Report Summary

| Topic [1] | Overview Statement [2] |
|---|---|
| Project Description | The project includes the construction of an outdoor roller hockey rink and associated flatworks in Rowlett, Texas. |
| Geotechnical Characterization | ▪ Existing fill up to about 2 feet below grade<br>▪ Fat and lean clays below fill, which extended to the boring termination depth of 25 feet<br>▪ Groundwater was observed during our exploration as indicated in the boring logs |
| Slab-ON-Grade Foundation (WRI) | Shallow slab-on-grade foundation (WRI) foundation system can be used to support the hockey rink concrete slab. The slab should be placed on a modified subgrade as recommended in **Rink Pad Preparation** section of this report. |
| General Comments | This section contains important information about the limitations of this geotechnical engineering report. |

1. If the reader is reviewing this report as a pdf, the topics provided in the table can be used to access the appropriate section of the report by simply clicking on the topic itself.
2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.

# Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the proposed project. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface conditions
- Groundwater conditions
- Site preparation and earthwork
- Hockey rink concrete slab foundation design and construction

The geotechnical engineering Scope of Services for this project included the advancement of two borings, laboratory testing, engineering analysis, and preparation of this report.

Drawings showing the site and boring locations are shown on the **Site Location** and **Exploration Plan**, respectively. The results of the laboratory testing performed on soil samples obtained from the site during our field exploration are included on the boring logs in the **Exploration and Laboratory Results** section.

# Project Description

| Item | Description |
|---|---|
| **Project Description** | The project includes the construction of an outdoor roller hockey rink and associated flatworks in Rowlett, Texas.<br>The footprint of the rink will be about 10,875 sf (145 feet by 75 feet). |
| **Planned Construction** | A grade-supported concrete slab is planned for the hockey rink. |
| **Finished Elevation** | Finished grade elevation is not available at this time. We have assumed that finished grade will be within 2 feet of existing grade. |
| **Maximum Loads (assumed)** | Maximum load up to about 50 psf |
| **Grading/Slopes** | Grading plan is not available at this time. |

# Site Conditions

| Item | Description |
|---|---|
| **Parcel Information** | The project site is located at 8500 Saint Andrews Lane in Rowlett, TX 75089.<br>Latitude / Longitude (approximate): 32.949902°N/96.545594°W<br>See Site Location Plan |
| **Existing Improvements** | Community park with play grounds, public canopies, concrete flatworks, parking lots, drives, trails, and ponds |
| **Current Ground Cover** | Grassy area |
| **Existing Topography** | Based on topographical information available from North Central Texas Council of Governments' website (**www.dfwmaps.com**), the ground surface of the project site tends to slope downward from the northwest to southeast with about 1 to 2 feet elevation change across the site. |
| **Geology** | The site is situated within the Ozan geologic formation. |

# Geotechnical Characterization

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each boring are indicated on the individual logs. The individual logs can be found in the **Exploration and Laboratory Results** and the GeoModel can be found in the **Figures** attachment.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

| Model Layer | Layer Name | General Description |
|---|---|---|
| 1 | **Fill Materials** | Fat clay (CH), brown and dark brown |
| 2 | **Native Clays** | Fat clay (CH) and lean clay (CL), dark brown, brown, light brown and tan |

The boreholes were observed while drilling and after completion for the presence and level of groundwater. The water levels observed in the boreholes can be found on the boring logs in the **Exploration Results** and are summarized in the following table.

| Boring | Approximate Depth to Groundwater While Drilling (ft) [1] | Approximate Depth to Groundwater After Drilling (ft) [1] |
|---|---|---|
| **B-1** | 14 | 16 |
| **B-2** | 14 | 22 |

1. Below ground surface at the time the borings were advanced

These groundwater observations provide an indication of the groundwater conditions present at the time the borings were drilled. Groundwater conditions may be different at the time of construction.

A relatively long period may be necessary for a groundwater level to develop and stabilize in a borehole. Long-term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels. Long-term groundwater monitoring was outside the scope of services for this project.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Groundwater levels during construction or at other times in the life of the rink may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

# Geotechnical Overview

Subsurface conditions encountered in the borings consist of clay soils. Fill materials were present in the borings.

Expansive soils are present on this site. The magnitude of the moisture induced potential vertical movement (PVM) is dependent on several factors including the thickness of active clay soils and moisture levels of the overburden soils at the time of construction. Based on the plasticity index (PI) of the soils and swell tests, the maximum PVM of the site soils is estimated to be on the order of 4 to 5 inches when the soils are in a dry moisture state.

The expansive soils present at this site can subject ground-supported concrete slab to significant differential movements due to moisture fluctuations in the soils. This report provides recommendations to help mitigate the effects of soil shrinkage and expansion. However, even if these procedures are followed, some movement and cracking in the

rink should be anticipated. The severity of cracking and other damage such as uneven slabs will increase if excessive wetting or drying of the expansive soils is allowed to occur during or after construction.

A monolithically placed slab-on-grade foundation (waffle type slab) can be used to support the hockey rink concrete slab provided some vertical foundation movements can be tolerated. The **Slab-On-Grade Foundation** section addresses support of the rink bearing on a modified subgrade. The **Rink Pad Preparation** section addresses the preparation of the subgrade.

The recommendations contained in this report are based upon the results of field and laboratory testing, engineering analyses, and our current understanding of the proposed project. The **General Comments** section provides an understanding of the report limitations.

# Earthwork

Earthwork is anticipated to include clearing and grubbing, excavations, and engineered fill placement. The following sections provide recommendations for use in the preparation of specifications for the work.

## Existing Fill

As noted in **Geotechnical Characterization**, borings encountered previously placed fill to a depth of 2 feet below grades. The fills contained fat clays. The possibility of deeper fills at this site and under compacted zones of soil or debris within the fill materials exists. Under compacted zones and debris could lead to unacceptable settlements of the hockey rink concrete slab.

We recommend removing and replacing all fills within the rink pad area and other areas sensitive to movement. Proofrolling, as discussed in **Site Preparation**, can be considered in lieu of complete removal of the fill outside the rink pad and movement sensitive areas, provided the risk of settlement and cracking of any flatwork, if planned, can be tolerated. Proofrolling is intended to represent a reasonable approach for treatment of fill; however, it will not eliminate the risk of unexpected movements. Excavation and replacement as described in **Rink Pad Preparation** will rework the fills in the rink area. The excavated soil, free of debris or rock greater than 4 inches in dimension, can be used to backfill the excavated areas.

## Site Preparation

The site should be stripped and grubbed to remove all vegetation, root balls, deleterious material (such as soils with any visible organics, visible waste products, hazardous chemicals, trash, biodegradable materials, etc.), and debris. Excavation required to remove the root balls should be backfilled with properly placed and compacted fill as discussed in **Fill Placement and Compaction Requirements**. The exposed subgrade should then be proofrolled prior to placing any fill. In cut areas, proofrolling should be performed after excavating to final grade. The proofrolling should be performed with a fully loaded, tandem-axle dump truck or other equipment providing an equivalent subgrade loading. A minimum gross weight of 20 tons is recommended for the proofrolling equipment. Where practical, the proofrolling should consist of several overlapping passes in mutually perpendicular directions over a given area. Any soft or pumping areas should be modified using one of the methods discussed in this section.

Methods of remediating soft areas identified during the proofrolling include scarification and compaction at the proper moisture content, lime/cement treatment, or removal of unstable materials and replacement with flexible base (with or without a geogrid). The appropriate method of improvement, if required, would be dependent on factors such as schedule, weather, the size of the area to be stabilized, and the nature of the instability. More detailed recommendations can be provided during construction as the need for subgrade modification occurs. Performing site grading operations during warm seasons and dry periods would help to reduce the amount of subgrade stabilization required.

## Rink Pad Preparation

Ground-supported slab and flatwork placed on-grade will be subject to movement as a result of moisture induced volume changes in the active clay soils that can occur following construction. The soils expand (heave) with increases in moisture and contract (shrink) with decreases in moisture.

The magnitude of the moisture induced potential vertical movement (PVM) is variable and is influenced by the soil properties, overburden pressures, thickness of clay, and soil moisture levels at the time of construction. Based on the soil types and thickness encountered in the borings, the PVM for slabs placed on grade is estimated to be about 4 to 5 inches for dry soil moisture conditions that can exist prior to construction. The PVM is estimated based on Texas Department of Transportation's Test Procedure Tex-124-E, dry soil conditions, and the results of swell tests.

Reductions in anticipated movements to about 1 inch can be achieved by using methods developed in this area. Suitable methods for this site consist of moisture conditioning the clay soils and capping them with flexible base. The moisture conditioning can be achieved by excavation and replacement or injecting the subgrade with water or chemical as discussed in this section.

| Material | Thickness |
|---|---|
| Flexible Base Cap over Moisture Conditioned Clay Soils | 12 inches |
| Moisture Conditioned Clay Soils | 9 feet |

The moisture conditioned subgrade should extend at least 10 feet beyond the rink perimeter and include entrances, abutting sidewalks and other flatwork areas sensitive to movement. The flexible base is not required beyond the rink perimeter.

The flexible base cap must be placed above the moisture-conditioned soils in a short period of time (i.e., within 48 hours) following completion of the moisture conditioning process to prevent the loss of soil moisture. If the surface of the moisture conditioned soil is allowed to desiccate prior to placement of the subsequent lift or cap, the desiccated soils should be reworked and placed in a moisture conditioned state.

It should be noted that excessive water from any source, during or after construction, could result in movements greater than the slab was designed to accommodate. For example, should leaks develop in underground water or sewer lines or the grades around the rink allow ponding of water, unacceptable slab movements could develop. Design parameters stated in this report assume the area around the rink will be well drained, landscape beds are not over watered or allow ponding of water, and utility leaks are promptly repaired. Trees should be planted at least one-mature tree height from the rink. Root barriers should be installed if trees are planted closer.

## Excavation and Replacement

If movements on the order of 1 inch are acceptable, the subgrade should be moisture conditioned by performing the following steps:

1. Excavate on-site soils to a depth of 9½ feet below finished rink pad elevation. The excavation should extend laterally at least 10 feet beyond the rink perimeter and should extend below any flatwork and pavement that is sensitive to movement.
2. Scarify any clay soils at the bottom of the excavation to a depth of 6 inches, adjust the soil moisture content and compact soil to meet the requirements for moisture conditioned soil as described in **Fill Placement and Compaction Requirements**.
3. Backfill the excavated area with the moisture conditioned soils up to 12 inches below finished rink pad elevation as recommended in **Compaction Requirements**. The excavated soils or imported fill, except for deleterious materials or rock greater than 4 inches, can be placed as moisture conditioned soils in accordance with **Fill Placement and Compaction Requirements** for moisture conditioned clays.
4. Place 12 inches of flexible base material over the moisture conditioned subgrade as recommended in the aforementioned table to establish finish rink pad elevation. The flexible base material should be compacted as recommended in **Fill**

**Placement and Compaction Requirements**. The flexible base should not extend beyond the perimeter of the rink.

Care should be taken that a lift of moisture conditioned soils is not allowed to desiccate prior to placing a subsequent lift. If the surface of the moisture conditioned soil is allowed to desiccate prior to placement of the cap, the desiccated soils should be reworked and placed in a moisture conditioned state as recommended in this report. Positive drainage must be provided away from the rink to prevent the ponding of water in the fill, during and following construction.

## Chemical or Water Injection

As an alternative to "Excavation and Replacement", water or chemical injection can be used for moisture conditioning the subgrade. The area to be injected should be graded to approximately 1-foot below finish pad prior to the start of the injection. The subgrade should then be chemical or water injected to a depth of 9 feet with sufficient number of injection passes to reduce the average vertical swell to 1 percent or less as determined by absorption swell tests under the final overburden pressure. Swelling of active clays should be anticipated during the injection process. As a result, additional grading of the site may be required.

We recommend the injection process be observed on a full-time basis by qualified personnel. The effectiveness of the injection should be assessed by soil borings and laboratory tests following a forty-eight hour curing period. One boring should be continuously sampled to the injected depth for every 5,000 to 7,500 sf of injected surface area. At least two borings should be drilled and sampled if smaller areas are tested. Laboratory tests should be performed on tube samples (not cuttings) to measure the soil moisture content and hand penetrometer resistance at 1-foot intervals. Absorption swell tests should be performed at about 2 to 3-foot intervals within the injected depth.

The soil should be injected with sufficient number of passes to reduce the average vertical swell to 1 percent or less in each test boring as determined by absorption swell tests under the final overburden pressure.

Initial penetration with the injection rods may be difficult for soils in a dry condition. It is not possible to predict the actual number of injection passes required to properly moisture condition the active clay soils. Multiple injections should be anticipated. Both the cost and time associated with the possibility of multiple injections being required should be included in the project budget and schedule.

The 12 inch thick flexible base material must be placed above the injected soils in a short period of time (i.e. within 48 hours) following acceptance of the injection process to prevent the loss of soil moisture. Should the surface of the injected soils dry out and

crack prior to placement of the cap, the soils should be reworked and placed in a moisture conditioned state.

## Fill Material Types

Fill materials should meet the following requirements.

| Material Type | Description | Appropriate Use |
|---|---|---|
| **On-Site Soils** | Free of vegetation, organic material, debris, and rocks greater than 4 inches in maximum dimension. | ▪ General site grading<br>▪ Pavement subgrade<br>▪ Utility trench backfill<br>▪ Moisture conditioned soils |
| **Imported Fill** | Clay soil free of hazardous chemicals, vegetation, organic material, debris, and rocks greater than 4 inches in maximum dimension, with a liquid limit (LL) of 60 or less | ▪ General site grading<br>▪ Pavement subgrade<br>▪ Utility trench backfill<br>▪ Moisture conditioned soils |
| **Flexible Base** | TxDOT[1] Item 247, Type A or D, Grade 1-2. Recycled concrete meeting this gradation is acceptable. | ▪ Cap above moisture conditioned soils |

1. Texas Department of Transportation

## Fill Placement and Compaction Requirements

We recommend that all fill be observed and tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test must be reworked and retested as required until the specified moisture and compaction requirements are achieved.

Recommendations for compaction are presented in the following table. Fills should be placed at a maximum loose lift thickness of 6 and 9 inches for hand-operated and heavy compaction equipment, respectively.

| Item | Compaction | Moisture Content |
|---|---|---|
| **On-site soils or imported fills placed outside the moisture conditioned zone** | A minimum of 95% maximum standard Proctor dry density (ASTM D698) | In the range of 0 to +3 percentage points of optimum moisture content |

| Item | Compaction | Moisture Content |
|---|---|---|
| **Moisture conditioned soil and backfill against the face of grade beams** | In the range of 93% to 98% maximum standard Proctor dry density (ASTM D698) | Between+4 and +8 percentage points above the optimum moisture content for clay soils |
| **Flexible base** | A minimum of 95% maximum standard Proctor dry density (ASTM D698) | In the range of -2 to +2 percentage points of optimum moisture content |

## Utility Trenches Outside the Rink Pad

Utility trenches are a common source of water infiltration and migration. All utility trenches that penetrate beneath the rink should be backfilled to restrict water intrusion and flow through the trenches that could migrate below the hockey rink area. We recommend constructing a clay or flowable fill "trench plug" that extends at least 2 feet out from the exterior perimeter of the rink. The clay fill/flowable fill should be placed to surround the entire utility line and it should fill the utility trench in width and height, with the exception of topsoil at the surface. If a clay plug is used, it should consist of a clay soil with a minimum plasticity index (PI) of 30 and should be compacted in accordance with the applicable recommendations as described in **Fill Placement and Compaction Requirements**. If flowable fill is used, it should meet the requirement of TxDOT Item 401, excavatable or non-excavatable characteristics.

Utility lines will be placed in backfilled trenches surrounded by expansive clays capable of moving several inches cyclically throughout the year. This level of movement can lead to bending, cracking, or separation of utility lines and connections. Care should be taken that utility trenches are not left open for extended periods, and they are properly backfilled. Flexible joints and connections should be designed by the MEP to accommodate differential movements along the utility lines, particularly in areas where ground supported utilities and structurally supported utilities converge. Where utilities penetrate grade beams, an opening should be provided in the grade beams and the utility line should be centered in the opening. A clear spacing equivalent to the potential vertical movement (PVM) of the on-site soil should be provided between the outside surface of the utility line and the grade beam. If moisture conditioning is performed as discussed in **Rink Pad Preparation** , the PVM will be about 1 inch.

## Earthwork Construction Considerations

Shallow excavations for the proposed hockey rink are anticipated to be accomplished with conventional construction equipment

The on-site clay soils exposed during construction are anticipated to be relatively stiff and therefore should be able to support lightly loaded construction equipment when dry. However, stability of the subgrade will be affected by rainfall and repetitive construction traffic. If unstable conditions develop, workability of the soils may be improved by scarifying and drying. Effective drainage should be completed early in the construction sequence and maintained after construction to avoid potential issues. If possible, the grading should be performed during the warmer and drier time of the year. If grading is performed during the winter months, an increased risk for possible undercutting and replacement of unstable subgrade will persist.

The earthwork contractor selected for moisture conditioning (by mechanically mixing of soil and water) should have experience with the process. Disks, plows or other equipment capable of mixing and achieving a uniform moisture content throughout each lift should be used. Proper equipment capable of achieving a uniform moisture content within the moisture conditioned fill is essential. Dry or extremely wet zones within the moisture conditioned fill can result in excess swelling if the fill is dry or settlement if the fill is too wet. Either of these conditions can be detrimental to the long-term performance of the rink subgrade.

Upon completion of filling and grading, care should be taken to maintain the subgrade water content prior to construction of grade-supported improvements such as hockey rink concrete slab and flatworks. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over or adjacent to construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted prior to rink concrete slab construction.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

Excavations or other activities resulting in ground disturbance have the potential to affect adjoining properties. Our scope of services does not include review of available final grading information or consider potential temporary grading performed by the contractor for potential effects such as ground movement beyond the project limits. A preconstruction/precondition survey should be conducted to document nearby

infrastructure/pavement/flatworks, prior to any site development activity. Excavation or ground disturbance activities adjacent or near property lines should be monitored or instrumented for potential ground movements that could negatively affect adjoining property and/or features.

## Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of any existing fill, vegetation, any debris/ deleterious materials, trees, tree roots, and topsoil, proof-rolling and mitigation of areas delineated by the proof-roll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts as outlined in **Fill Placement and Compaction Requirements** and as recommended in the following table.

| Material Type | Frequency of In-Place Moisture and Density Tests[1] |
|---|---|
| **Rink pad areas** | At least 1 test per 2,500 sf of area per compacted lift with a minimum of 3 tests per lift |
| **Trench backfill** | At least 1 test for every 50 linear feet per lift of compacted trench backfill |

Daily reports documenting activities, test results and a list on non-conforming tests should be provided to the team. The imported fill and flexible base should be sampled and tested on a regular basis to confirm that it does meet the properties recommended in this report.

The following requirements must be met where moisture conditioning is used:

- The soil samples used to determine the soil moisture-density relationship (i.e Proctor testing) of moisture conditioned materials with a plasticity index (PI) of 30 or higher should be allowed to cure for a minimum period of 48 hours following the addition of water and prior to compaction.
- Prior to the start of the moisture conditioning operations, laboratory swell testing is required on laboratory compaction sample points (i.e., Proctor points) to evaluate the target field moisture contents that result in 1 percent swell or less. Swell tests should be performed on the laboratory compaction sample points (i.e., Proctor points) that are prepared at molding water contents greater than optimum moisture. The swell tests must be performed with a surcharge pressure of 250 psf. The water content that results in 1 percent or less swell should be

considered the minimum field target moisture content to be used during moisture conditioning.

- Swell tests must be performed on the moisture conditioned soils during earthwork operations to verify that the target moisture content for the moisture conditioned soil results in 1 percent or less swell at the estimated overburden pressures at completion of grading. Samples of the moisture conditioned fill should be periodically obtained as the fill is being placed, and swell test performed with the applicable overburden pressure applied. Should the swell exceed 1 percent, the specified moisture content of the moisture conditioned soils should be adjusted to achieve 1 percent or less swell. In areas of foundation excavations, the bearing subgrade should be evaluated by the Geotechnical Engineer. If unanticipated conditions are observed, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

## Site Grades and Drainage

All permanent slopes taller than 6 feet should be 4 Horizontal to 1 Vertical (4H:1V) or flatter. A slope stability analysis should be performed if steeper slopes are considered.

Positive drainage away from the rink must be provided during the construction and maintained through the life of the rink. Infiltration of water into excavations should be prevented during construction. It is important that subgrade soils are not allowed to become excessively wet or dry. Exposed (unpaved) ground should be sloped away from the rink for at least 10 feet beyond the perimeter of the rink.

Locally, flatter grades may be necessary to transition ADA access requirements for flatwork. After rink construction and landscaping, final grades should be verified to document effective drainage has been achieved. Grades around the rink area should also be periodically inspected and adjusted as necessary as part of the rink's maintenance program. Where paving or flatwork abuts the rinks, a maintenance program should be established to effectively seal and maintain joints and prevent surface water infiltration. Water permitted to pond next to the rinks can result in greater soil movements than those discussed in this report. Estimated movements described in this report are based on effective drainage for the life of the rink and cannot be relied upon if effective drainage is not maintained.

## Landscape Considerations

Sprinkler mains and spray heads should be located at least 5 feet away from the rink such that they cannot become a potential point source of water directly adjacent to the rink. Watering of vegetation should be performed in a timely and controlled manner and prolonged watering or prolonged non-watering periods should be avoided. Special care should be taken such that underground utilities do not develop leaks with time.

The owner and landscape designer should be made aware that placing large bushes and trees adjacent to the rink may cause significant moisture variations in the soil underlying the rink that could cause distress. A general guideline would be to locate trees no closer than a distance equal to the mature tree height for that tree species. Planters located adjacent to the rink should preferably be self-contained, or at least designed to drain away from the rink.

# Slab-On-Grade Foundation

A conventionally reinforced slab-on-grade foundation (waffle slab) may be considered to support the hockey rink at this site. Parameters commonly used to design this type of foundation are provided in the following table. The slab foundation design parameters presented are based on the criteria published by the Wire Reinforcement Institute (WRI). The recommended design parameters are based on our understanding of the proposed project, our interpretation of the information and data collected as a part of this study, our area experience, and the criteria published in the WRI design manuals. The following parameters are based on the planned hockey rink being supported on a modified subgrade as discussed in **Rink Pad Preparation**.

| **WRI Method Parameters** | **PVM = 1 inch** |
|---|---|
| Effective Plasticity Index (PI) [1] | 45 |
| Climatic Rating (Cw) | 20 |
| Cantilever distance (lc) | 8.3 feet |
| **General Design Parameters** | |
| Allowable net bearing capacity [2] | 1,200 psf |
| Minimum bearing depth (inches) | 24 inches |

1. The WRI effective PI is the weighted average of the PI values in the upper 15 feet of the soil profile. The upper 5 feet has a weight factor of 3; the depth range from 5 to 10 feet has a weight factor of 2; the depth range of 10 to 15 feet has a weight factor of 1.
2. The net allowable bearing pressure provided in this table includes a Factor of Safety (FS) of at least 3. It is based on the modified subgrade as recommended in **Ring Pad Preparation**.

It is recommended flatwork, paving, sidewalk or polyethylene sheeting extend at least 10 feet beyond the perimeter of the rink area (i.e., above the moisture-conditioned soils that extend at least 10 feet beyond the rink perimeter line) to preserve the soil moisture content following construction. The moisture retarder can consist of a minimum of 10-mil polyethylene plastic sheeting with 12 inches of soil cover. Subgrade improved soils should be maintained in a moist condition prior to placement of the flatwork, paving, sidewalk, and/or moisture retarder.

The recommended grade beam depth is for proper development of bearing capacity for the continuous beam sections of the foundation system and to reduce the potential for water to migrate beneath the rink concrete slab foundation. These recommendations are not based on structural considerations. Grade beam depths may need to be greater than recommended herein for structural considerations and should be properly evaluated and designed by the Structural Engineer. The grade beams or slab portions may be thickened and widened to serve as spread footings at concentrated load areas.

# General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly affect excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

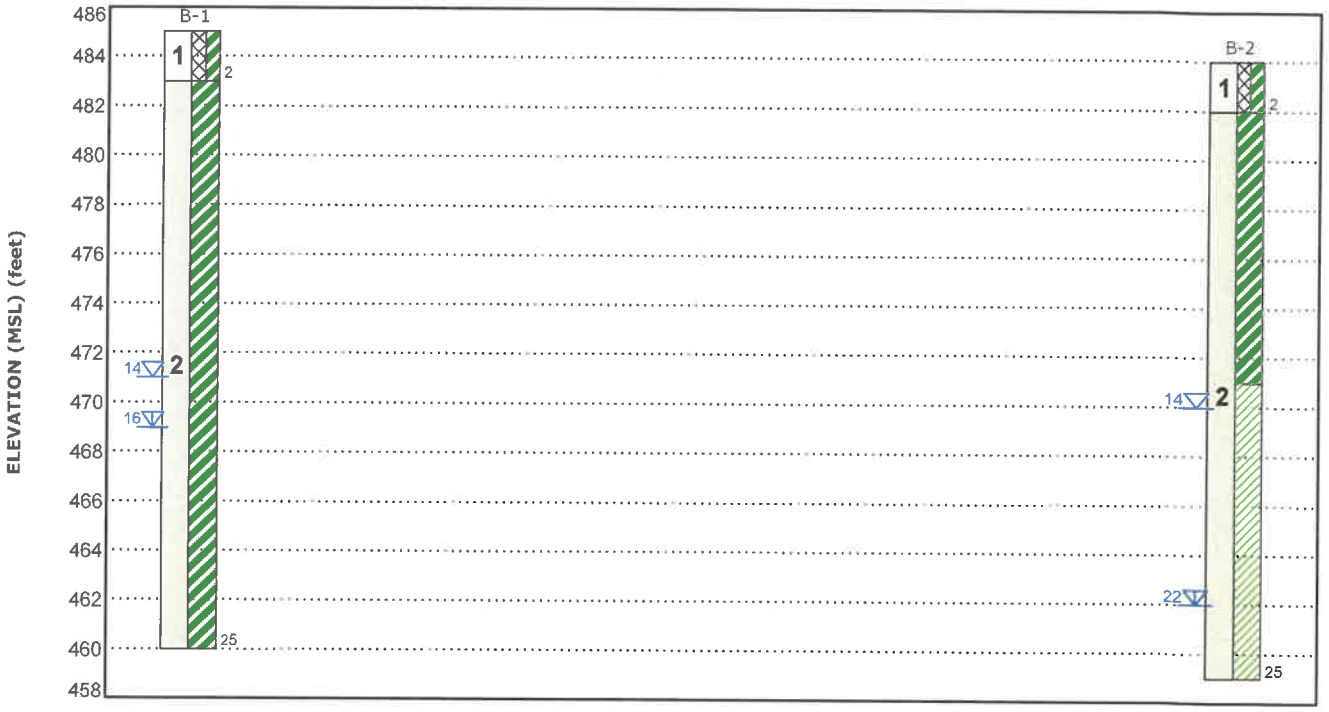
# Figures

**Contents:**

GeoModel

Terracon
8901 John W Carpenter Fwy
Ste 100
Dallas, TX

# GeoModel




This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

| Model Layer | Layer Name | General Description | Legend |
|---|---|---|---|
| 1 | Fill Materials | Fat clay (CH) , brown and dark brown | Fat Clay, Lean Clay |
| 2 | Native Clays | Fat clay (CH) and lean clay (CL), dark brown, brown, light brown and tan | |

First Water Observation
Second Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time.
Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project.
Numbers adjacent to soil column indicate depth below ground surface.

# Attachments

# Exploration and Testing Procedures

## Field Exploration

| Borings Drilled | Approximate Boring Depth | Location |
|---|---|---|
| B-1 and B-2 | 25 feet | Planned Hockey Rink |

**Boring Layout and Elevations:** Based on the available site layout plan, Terracon personnel used handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-15 feet. The boring locations should be considered accurate only to the degree implied by the methods employed to determine them. Approximate latitudes and longitudes were obtained from available Microsoft Bing map. The approximate surface elevations of the ground surface at the boring locations were obtained from North Central Texas Council of Governments' (NCTCOG) website (**www.dfwmaps.com**).

**Subsurface Exploration Procedures:** We advanced the borings with a truck-mounted rotary drill rig using continuous flight augers. Samples were obtained at 2 feet intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter using push tube sampling. In the push tube sampling procedure, a seamless steel tube with a sharp cutting edge was pushed hydraulically into the soil to obtain a relatively undisturbed sample.

We observed and recorded groundwater levels during drilling and sampling. The groundwater levels are shown on the attached boring logs. For safety purposes, all borings were backfilled with auger cuttings after their completion.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials observed during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

## Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests. The laboratory testing program included the following types of tests:

- Water (moisture) content
- Liquid limit, plastic limit, and plasticity index
- Unconfined compressive strength of soil
- Absorption swell tests
- Corrosivity tests (pH, redox, sulfates, sulfides, chlorides, total salts, electrical resistivity)

The laboratory testing program often included examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance with the Unified Soil Classification System.

The results of the laboratory tests are presented on the individual boring logs and tables in **Exploration and Laboratory Results**.

# Site Location and Exploration Plans

**Contents:**

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted.

## Site Location Plan




DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

## Exploration Plan




DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

# Exploration and Laboratory Results

**Contents:**

Boring Logs (B-1 and B-2)
Summary of Swell Tests
Summary of Corrosivity Tests

Note: All attachments are one page unless noted.

Community Park Hockey Rink
8500 Saint Andrews Lane | Rowlett, TX
Terracon Project No. 94255195

Terracon
8901 John W Carpenter Fwy Ste 100
Dallas, TX

# Boring Log No. B-1

Location: See Exploration Plan
Latitude: 32.9502° Longitude: -96.5456°
Depth (Ft.) Approximate Elevation: 485 (Ft.)

| Model Layer | Graphic Log | Depth (Ft.) | Water Level Observations | Sample Type | Field Test Results | Strength Test: Test Type | Strength Test: Compressive Strength (tsf) | Strength Test: Strain (%) | Water Content (%) | Dry Unit Weight (pcf) | Atterberg Limits: LL-PL-PI | Percent Fines |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 2.25 (HP) | | | | 28.4 | | | |
| | | | | | 2.75 (HP) | | | | 25.3 | | 65-20-45 | |
| | | 5 | | | 3.0 (HP) | UC | 1.66 | 8.8 | 23.3 | 101 | 67-19-48 | |
| | | | | | 4.0 (HP) | | | | 23.0 | | | |
| | | | | | 2.25 (HP) | | | | 25.2 | | | |
| | | 10 | | | | | | | | | | |
| 2 | | | ▽ | | 4.5+ (HP) | UC | 3.44 | 15 | 20.2 | 111 | 52-16-36 | |
| | | 15 | ▽ | | | | | | | | | |
| | | | | | 4.5+ (HP) | UC | 5.02 | 14.8 | 17.7 | 114 | | |
| | | 20 | | | | | | | | | | |
| | | | | | 3.0 (HP) | UC | 3.83 | 14.5 | 20.5 | 109 | | |
| | | 25 | | | | | | | | | | |

**FILL - FAT CLAY (CH)**, brown, very stiff
2.0 483

**FAT CLAY (CH)**, light brown and tan, stiff to hard

25.0 460

***Boring Terminated at 25 Feet***

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

**Water Level Observations**
▽ Seepage encountered at 14' during drillin
▽ Water at 16' at completion

**Drill Rig**
Truck-mounted

**Driller**
StrataBore

**Logged by**
J. Hollingsworth

**Boring Started**
04-10-2025

**Boring Completed**
04-10-2025

**Notes**
Approximate latitude and longitude were obtained from Microsoft Bing map. Approximate surface elevation was estimated from topographical information at www.dfwmaps.com.

**Advancement Method**
Dry Augered

**Abandonment Method**
Boring backfilled with soil cuttings upon completion.

Community Park Hockey Rink
8500 Saint Andrews Lane | Rowlett, TX
Terracon Project No. 94255195

Terracon
8901 John W Carpenter Fwy Ste 100
Dallas, TX

# Boring Log No. B-2

Location: See Exploration Plan

Latitude: 32.9498° Longitude: -96.5455°

Depth (Ft.) Approximate Elevation: 484 (Ft.)

| Model Layer | Depth (Ft.) | Description | Water Level Observations | Sample Type | Field Test Results | Strength Test: Test Type | Strength Test: Compressive Strength (tsf) | Strength Test: Strain (%) | Water Content (%) | Dry Unit Weight (pcf) | Atterberg Limits: LL-PL-PI | Percent Fines |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 0 | **FILL - FAT CLAY (CH)**, dark brown, very stiff | | | 2.5 (HP) | | | | 28.9 | | | |
| | 2.0 (482) | | | | | | | | | | | |
| 2 | 2 | **FAT CLAY (CH)**, dark brown and brown, hard | | | 4.5+ (HP) | | | | 26.6 | | 66-19-47 | |
| | 5 | | | | 4.5+ (HP) | UC | 10.52 | 3.7 | 18.0 | 111 | | |
| | | | | | 4.5+ (HP) | | | | 20.6 | | | |
| | | | | | 4.5+ (HP) | | | | 21.2 | | 68-19-49 | |
| | 10 | | | | | | | | | | | |
| | 13.0 (471) | | | | | | | | | | | |
| 2 | 13 | **LEAN CLAY (CL)**, light brown and tan, very stiff | ▽ | | 3.0 (HP) | UC | 2.81 | 8.5 | 18.6 | 108 | 49-17-32 | |
| | 15 | | | | | | | | | | | |
| | | | | | 3.75 (HP) | UC | 3.96 | 14.8 | 19.7 | 111 | | |
| | 20 | | ▽ | | | | | | | | | |
| | | | | | 4.25 (HP) | UC | 2.65 | 4.9 | 19.7 | 110 | | |
| | 25.0 (459) | | | | | | | | | | | |
| | 25 | ***Boring Terminated at 25 Feet*** | | | | | | | | | | |

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

**Water Level Observations**
▽ Seepage encountered at 14' during drillin
▽ Water at 22' at completion

**Drill Rig**
Truck-mounted

**Driller**
StrataBore

**Logged by**
J. Hollingsworth

**Boring Started**
04-10-2025

**Boring Completed**
04-10-2025

**Notes**
Approximate latitude and longitude were obtained from Microsoft Bing map. Approximate surface elevation was estimated from topographical information at www.dfwmaps.com.

**Advancement Method**
Dry Augered

**Abandonment Method**
Boring backfilled with soil cuttings upon completion.

## SUMMARY OF SWELL TESTS

| Boring | Depth (ft) | Liquid Limit | Plasticity Index | Initial Moisture (%) | Final Moisture (%) | Surcharge (psf) | Swell (%) |
|---|---|---|---|---|---|---|---|
| **B-1** | 4 – 6 | 67 | 45 | 23.3 | 24.9 | 625 | 0.9 |
| **B-1** | 13 – 15 | 52 | 36 | 20.2 | 21.2 | 1,750 | 0.0 |
| **B-2** | 2 – 4 | 66 | 47 | 26.6 | 28.9 | 375 | 1.1 |
| **B-2** | 8 – 10 | 68 | 49 | 21.2 | 25.2 | 1,125 | 1.7 |
| **B-2** | 13 – 15 | 49 | 32 | 18.6 | 20.1 | 1,750 | 0.1 |

## SUMMARY OF CORROSIVITY TESTS

| Boring | Sample Depth (feet) | pH | Soluble Sulfate (ppm) | Sulfides (ppm) | Soluble Chloride (ppm) | Red-Ox Potential (mV) | Total Salts (ppm) | Electrical Resistivity (Ω-cm) |
|---|---|---|---|---|---|---|---|---|
| B-1 | 2 – 4 | 8.6 | 75 | Nil | 50 | +568 | 775 | 826 |
| B-2 | 6 – 8 | 8.6 | 41 | Nil | 38 | +563 | 890 | 1,342 |

pH – ASTM G 51-18

Soluble Sulfate – ASTM C 1580

Sulfides – AWWA 4500-S D

Soluble Chloride – ASTM D 512

Red-Ox – ASTM D 1498

Total Salts – ASTM D 1125-14

Electrical Resistivity – ASTM G57

# Supporting Information

**Contents:**

General Notes
Unified Soil Classification System

Note: All attachments are one page unless noted.

Terracon
8901 John W Carpenter Fwy
Ste 100
Dallas, TX

# General Notes

## Sampling

Shelby Tube

## Water Level

- Water Initially Encountered
- Water Level After a Specified Period of Time
- Water Level After a Specified Period of Time
- Cave In Encountered

Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.

## Field Tests

| | |
|---|---|
| N | Standard Penetration Test Resistance (Blows/Ft.) |
| (HP) | Hand Penetrometer |
| (T) | Torvane |
| (DCP) | Dynamic Cone Penetrometer |
| UC | Unconfined Compressive Strength |
| (PID) | Photo-Ionization Detector |
| (OVA) | Organic Vapor Analyzer |

## Descriptive Soil Classification

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

## Location And Elevation Notes

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

## Strength Terms

**Relative Density of Coarse-Grained Soils**
(More than 50% retained on No. 200 sieve.)
Density determined by Standard Penetration Resistance

| Relative Density | Standard Penetration or N-Value (Blows/Ft.) |
|---|---|
| Very Loose | 0 - 3 |
| Loose | 4 - 9 |
| Medium Dense | 10 - 29 |
| Dense | 30 - 50 |
| Very Dense | > 50 |

**Consistency of Fine-Grained Soils**
(50% or more passing the No. 200 sieve.)
Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance

| Consistency | Unconfined Compressive Strength Qu (tsf) | Standard Penetration or N-Value (Blows/Ft.) |
|---|---|---|
| Very Soft | less than 0.25 | 0 - 1 |
| Soft | 0.25 to 0.50 | 2 - 4 |
| Medium Stiff | 0.50 to 1.00 | 5 - 8 |
| Stiff | 1.00 to 2.00 | 9 - 15 |
| Very Stiff | 2.00 to 4.00 | 16 - 30 |
| Hard | > 4.00 | > 30 |

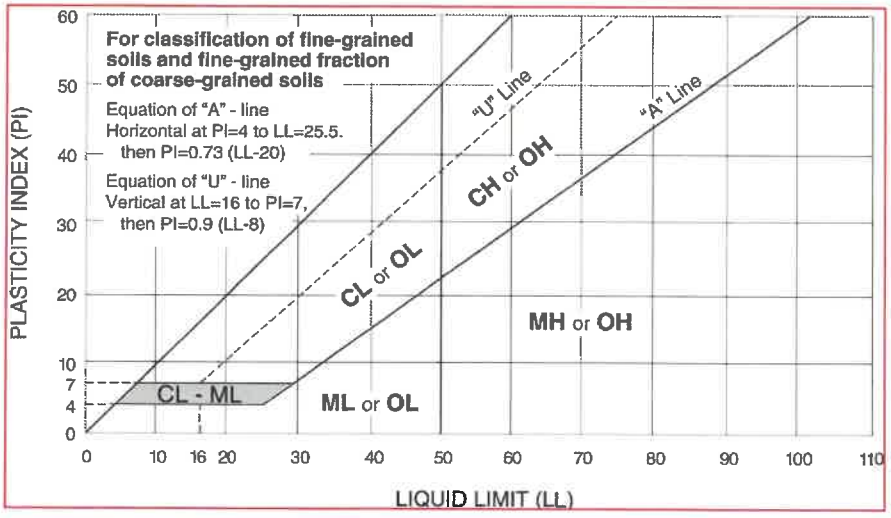
## Relevance of Exploration and Laboratory Test Results

Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

# Unified Soil Classification System

| Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A] | | | | Soil Classification | |
|---|---|---|---|---|---|
| | | | | Group Symbol | Group Name [B] |
| **Coarse-Grained Soils:** More than 50% retained on No. 200 sieve | **Gravels:** More than 50% of coarse fraction retained on No. 4 sieve | **Clean Gravels:** Less than 5% fines [C] | $Cu \geq 4$ and $1 \leq Cc \leq 3$ [E] | GW | Well-graded gravel [F] |
| | | | $Cu < 4$ and/or $[Cc < 1$ or $Cc > 3.0]$ [E] | GP | Poorly graded gravel [F] |
| | | **Gravels with Fines:** More than 12% fines [C] | Fines classify as ML or MH | GM | Silty gravel [F, G, H] |
| | | | Fines classify as CL or CH | GC | Clayey gravel [F, G, H] |
| | **Sands:** 50% or more of coarse fraction passes No. 4 sieve | **Clean Sands:** Less than 5% fines [D] | $Cu \geq 6$ and $1 \leq Cc \leq 3$ [E] | SW | Well-graded sand [I] |
| | | | $Cu < 6$ and/or $[Cc < 1$ or $Cc > 3.0]$ [E] | SP | Poorly graded sand [I] |
| | | **Sands with Fines:** More than 12% fines [D] | Fines classify as ML or MH | SM | Silty sand [G, H, I] |
| | | | Fines classify as CL or CH | SC | Clayey sand [G, H, I] |
| **Fine-Grained Soils:** 50% or more passes the No. 200 sieve | **Silts and Clays:** Liquid limit less than 50 | **Inorganic:** | PI > 7 and plots above "A" line [J] | CL | Lean clay [K, L, M] |
| | | | PI < 4 or plots below "A" line [J] | ML | Silt [K, L, M] |
| | | **Organic:** | $\frac{LL\ oven\ dried}{LL\ not\ dried} < 0.75$ | OL | Organic clay [K, L, M, N] / Organic silt [K, L, M, O] |
| | **Silts and Clays:** Liquid limit 50 or more | **Inorganic:** | PI plots on or above "A" line | CH | Fat clay [K, L, M] |
| | | | PI plots below "A" line | MH | Elastic silt [K, L, M] |
| | | **Organic:** | $\frac{LL\ oven\ dried}{LL\ not\ dried} < 0.75$ | OH | Organic clay [K, L, M, P] / Organic silt [K, L, M, Q] |
| **Highly organic soils:** | Primarily organic matter, dark in color, and organic odor | | | PT | Peat |

[A] Based on the material passing the 3-inch (75-mm) sieve.
[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.
[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
[F] If soil contains ≥ 15% sand, add "with sand" to group name.
[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.
[H] If fines are organic, add "with organic fines" to group name.
[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.
[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
[N] PI ≥ 4 and plots on or above "A" line.
[O] PI < 4 or plots below "A" line.
[P] PI plots on or above "A" line.
[Q] PI plots below "A" line.



8901 John W. Carpenter Freeway, Suite 100
Dallas, TX 75247
P (214) 630-1010
Terracon.com

July 31, 2025

City of Rowlett
4000 Main Street
Rowlett, TX 75088

Attn: Kristoff Bauer, Deputy City Manager
P: (972) 412-6147
E: kbauer@rowlett.com
Re: Geotechnical Engineering Report

RE: Addendum No. 1 to Geotechnical Engineering Report No. 94255195
Community Park Hockey Rink
8500 Saint Andrews Lane
Rowlett, TX 75089
Terracon Project No. 94255195.01

Dear Mr. Bauer:

In accordance with the request from Mr. Bryan Manderscheid with City of Rowlett, this addendum presents an alternative monolithically placed slab-on-grade foundation recommendations for the referenced project These recommendations are based on the information provided in our Geotechnical Engineering Report No. 94255195, dated April 29, 2025.

All other recommendations and findings presented in the referenced geotechnical report remain valid and unchanged unless specifically amended herein.

## MONOLITHIC SLAB-ON-GRADE FOUNDATION

### Monolithic Slab-on-Grade – Design Recommendations

A conventionally reinforced slab-on-grade foundation system can be considered to support the proposed hockey rink. The slab, superstructure, architectural finishes, and entrances must be designed to accommodate potential differential movements from active soils. The design parameters provided in this section are based on the rink pad being prepared as recommended in **Rink Pad Preparation** section of the aforementioned original geotechnical report.

Explore with us

We understand it is desired by City of Rowlett to utilize a monolithically placed slab-on-grade foundation that consists of a flat slab with a perimeter grade beam (turned down slab). This foundation type can be used to support the structure. It should be noted that a slab-on-grade foundation designed with interior and exterior grade beams is expected to perform better than a turned down slab-on-grade system. The turned down slab-on-grade foundation system will be more susceptible to uneven surfaces.

Design parameters for a slab-on-grade foundation system that consists of a flat slab with a perimeter beam (turned down slab) are presented in the following table.

| Description | Recommendations |
|---|---|
| **Bearing Material** | Moisture conditioned subgrade as recommended in **Rink Pad Preparation** in the original geotechnical report |
| Minimum beam length or width | 2 feet |
| Net allowable bearing capacity [1] | 1,200 psf |
| Ultimate coefficient of sliding friction | 0.3 |
| Minimum embedment below finished grade | 24 inches |
| Modulus of subgrade reaction (for a 1-foot by 1-foot area) | 100 pci |
| Estimated Vertical Movement Due to Active Clay Soil | Up to about 1 inch |

1. The net allowable bearing pressure provided in this table includes a Factor of Safety (FS) of at least 3. It is based on the modified subgrade as recommended in **Ring Pad Preparation** in the original geotechnical report.

Grade beam depths may need to be greater than recommended herein for structural considerations and should be properly evaluated and designed by the structural engineer. The grade beams or slab portions may be thickened and widened to serve as spread footings at concentrated load areas.

It should be noted that excessive water from any source, during or after construction, could result in floor and foundation movements greater than the slab was designed to accommodate. For example, should leaks develop in underground water or sewer lines or the grades around the structure allow ponding of water, unacceptable slab movements could develop. Design parameters stated in this report assume that around the structure will be well drained, landscape beds are not over watered or allow ponding of water, and

utility leaks are promptly repaired. Trees should be planted at least one-mature tree height from the building. Root barriers should be installed if trees are planted closer.

We trust the information provided herein is sufficient for your use. Please contact us if you need any additional information.

Sincerely,

**Terracon Consultants, Inc.**
Firm Registration No. F-3272

Nafiz Ahmed, P.E.
Senior Geotechnical Engineer

STATE OF TEXAS
NAFIZ AHMED
94321
LICENSED
PROFESSIONAL ENGINEER

Saad M. Hineidi, P.E.
Senior Principal

07/31/2025

**City of Rowlett Purchasing Office**
**Addendum No. 1**
**Issued March 23, 2026**

**Bid No:** **2026-37-B**
**Bid Title:** **Roller Hockey Rink Relocation to Community Park**
**Bids Due:** **3/25/2026 @ 2:00 P.M.**

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the bid:

## Deletions

Delete Line Item 10: 5-Row ADA Compliant Outdoor Bleacher System

## Additions

Add Line Item 16: 4 EA Optional Item 5-Row ADA Compliant Outdoor Bleacher System, Left or Right Aisle

## Questions

Below is a list of questions received by the questions deadline with corresponding answers.

Q1. Mandatory Attachments & Templates: We note that the following four (4) attachments are mandatory for a complete bid. Could you please confirm if these specific templates are available for download via BidNet Direct, or if the City can provide them directly?

*A1.*
- *Attachment 1: Bid Certification Form Available for download on BidNet.*
- *Attachment 2: Bid Bond (5% check/bond form) Available for download on BidNet.*
- *Attachment 3: Subcontractor Form Available for download on BidNet.*
- *Attachment 4: References Worksheet Available for download on BidNet.*

Q2. Financial & Bonding Clarification: The bid notice specifies a Performance Bond at 115% and a Maintenance Bond at 100% for two years. Given that these exceed standard municipal percentages (typically 100%), can the City confirm these are the intended requirements for this specific project?

*A2. Yes, this is correct.*

Q3. Technical Scope: Subgrade Improvements: Is there a geotechnical report available for the new site at Community Park to help us determine the necessary soil stabilization and concrete pavement depth?

*A3. It is included in the Contract Documents and Specifications document.*

Q4. Technical Scope: Relocation Logistics: Regarding the "relocation," does the City require the contractor to disassemble the existing rink components (dashers, glass, etc.), or will those be delivered to Community Park for installation only?

*A4. The contractor will not be required to disassemble and/or install items not listed in the bid quantities. The City intends to purchase new equipment and/or relocate existing items in-house. Any requests to have the contractor install hockey equipment beyond what is listed in the bid quantities will be a separate change order.*

Q5. Timeline Confirmation: Does the 120-day substantial completion timeline include allowances for weather delays typical for Rowlett in the spring/summer months, or will those be handled via Change Order?

*A5. This is addressed in the Contract Documents and Specifications, Additional Conditions for Public Works Construction Contracts, Item 14. Work Order Changes, 5th paragraph.*

Q6. The plans call for 4 bleacher systems, but there are only 2 on the bid form. Which is correct?

*A6. Please see Line Item 16 added in this addendum.*

Q7. Who is responsible to pay for testing?

*A7. The City will pay for soil and concrete testing.*

---

For vendors who have already submitted a response and feel this addendum may change their response, you may pick-up your submission and return it prior to March 25, 2026, by 2:00 P.M. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum in the appropriate space of the Bid Certification Form if you have not previously submitted a response.

For questions regarding this addendum contact:

**January M. Calhoun, CPPO, CPPB**
**Purchasing Manager**
**(972) 412-6189**
**jcalhoun@rowlett.com**

**CITY OF ROWLETT**

**BID TABULATION SUMMARY**

| | |
|---|---|
| **Solicitation No.** | Bid No. 2026-37-B |
| **Solicitation Title** | Roller Hockey Rink Relocation to Community Park |
| **Solicitation Due Date** | 3/25/2026 at 2:00pm |

| Responding Contractor | Total Base Bid | Total Bid Option |
|---|---|---|
| RLM Earthco, Inc. | $ 312,536.79 | $ 56,992.00 |
| The Fain Group, LLC | $ 409,174.00 | $ 74,020.00 |

All responses submitted for the designated project are reflected on this tabulation sheet. However, the listing of a response on this tabulation sheet shall not be construed as a comment on the responsiveness or as any indication that the City of Rowlett accepts such submission as being responsive. The City of Rowlett will make a determination as to the responsiveness of the vendor submission based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. Upon award of the contract, in accordance with the law, all responses received will be available for inspection at that time.

| | |
|---|---|
| Certified by: | January Calhoun, CPPO, CPPB, Purchasing Manager |
| Date: | March 25, 2026 |

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 5.B.

**Title**
Consider adoption of a resolution directing publication and posting of notice of intention to issue certificates of obligation.

**Staff Representative**
Michael Kuhn, Treasurer & Debt Mgr.

**Executive Summary**

The City proposes to fund certain capital improvement projects and equipment utilizing certificates of obligation and/or tax notes. These projects will be funded alongside the voter-approved Bond Election projects. The City proposes to issue up to 20-year Certificates of Obligation (CO's) in an amount not to exceed $5.15 million. As a requirement under state law, the Notice of Intent to issue Certificates of Obligation must be published twice in the City's paper of record, once in each of successive weeks, with the first publication to occur at least 46 days prior to Council potentially authorizing the issuance of the CO's on July 21, 2026. Adoption of this resolution will direct the publication of the required notice.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **GOVERN TRANSPARENTLY & INCLUSIVELY** | 1.8 Provide accurate and timely information to policy makers and the public. |
| **INVEST IN TRANSPORTATION & INFRASTRUCTURE** | 6.1 Systematically manage the Capital Improvement Program.<br>6.2 Upgrade residential streets, alleys, drainage ways, and utility systems.<br>6.4 Improve traffic flow across all transportation modes. |

**Background Information**

In 2024, staff shared a FY2025 budget plan developed around the strategy of transitioning capital expenditures from leases and similar debt instruments supported by the City Maintenance and Operations ("M&O") tax resources to traditional debt instruments supported by City Interest and Sinking ("I&S") tax resources. That budget plan provided Council the opportunity to fund significant initiatives, such as police compensation, and created an opportunity to enhance the City's expenditure on

infrastructure. Council prioritized the proposed capital investments during the FY2025 budget planning process. Council affirmed this approach during the FY2026 budget planning process by continuing to prioritize capital investments consistent with the strategy discussed in 2024. This notice is a required step in continuing the strategy supported by Council and moving the acquisition of capital needs forward.

## Discussion

The proposed notice of intent to issue CO's is required by state law and is a standard practice of cities as they manage their annual debt portfolios. It must be published at least 46 days in advance of the issuance of CO's and must identify the maximum amount of CO's to be issued.

The proposed resolution directs the publication of a notice of intent to issue **up to $5,150,000** in Certificates of Obligation. That funding, if ultimately approved by Council, would support: Road Improvements and Reconstruction and Parks Projects. The final amount of CO's staff recommends for sale will depend upon the final determination of the City's values by the Dallas and Rockwall Appraisal Districts and market conditions at the time of sale. CO's are one of the three types of debt included in the City's debt portfolio.

**Rowlett's Debt Portfolio and Overall Debt Strategy**
Rowlett's tax-supported debt portfolio consists of three types of debt:

**General Obligation ("GO") debt**

- Voter-approved for identified purposes
- Debt typically issued for up to 30 years

**Certificates of Obligation ("CO's") debt**

- Notice required and subject to protest
- Statutorily restricted to specific use categories, including infrastructure and public safety, for example
- Debt typically issued for up to 30 years

**Tax Notes**

- Statutorily restricted to specific use categories, including materials, supplies, equipment and machinery, for example
- Short-term debt issued for up to 7 years

The FY27 investments proposed to be supported by the debt strategy inlcude:

| GO Supported Investments |
| --- |
| Public Safety Facility, Animal Shelter, Road Construction and Reconstruction, Community Park Maintenance Facility, Parks Improvements |
| **CO Supported Investments** |
| Road Improvements and Reconstruction and Parks Projects |
| **Tax Note Supported Investments** |
| Fire Equipment and Apparatus, Police Equipment and Vehicle Replacement, IT Equipment, Other Department Vehicles, Facilities Improvements |

**Note: The notice requirement only applies to the CO portion of this portfolio.**

The three-year debt plan is included as Attachment 2.

If Council wishes to proceed with issuing CO's to support the capital expenditures identified, a resolution directing the publication of notice of intent to issue CO's must be adopted before staff can advance to the next steps in the process of issuing the debt. On July 21, Council will be presented with a Parameter Ordinance to approve GO Bonds, CO's, Tax Notes, and Water and Sewer Revenue Bonds. Approval of that Ordinance will enable the sale of the City's proposed debt plan.

**Important dates in the estimated timeline for the issuance of the CO's**

- ***May 19, 2026 – Council approval of publication of Notice of Intent to issue CO's***
- May 23, 2026 – 1st Notice of Intent to issue CO's published in *Dallas Morning News* (DMN) and posted to City's website
- May 30, 2026 – 2nd Notice of Intent to issue CO's published in DMN
- July 21, 2026 – Council considers Ordinance authorizing issuance of CO's and other Debt Instruments
- August 3, 2026 – Mail Offering Documents
- August 12-18, 2026 – Pricing
- September 10, 2026 – Closing & Delivery of funds to the City

**Financial/Budget Implications**

Payment of the CO's will come from the levy and collection of the City’s ad valorem taxes as provided by law. The CO component of the debt plan is structured to be supported within the City's current I&S tax rate, without requiring a tax rate increase.

Approval directing publication and posting of the notice of intent to issue CO's does not create or cause a debt obligation to be incurred by the City, rather it is a formal step required by law to consider a future issuance of CO's.

**Recommended Action**

Move to adopt a resolution directing publication and posting of notice of intention to issue certificates of obligation.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS DIRECTING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Rowlett, Texas (the "City"), deems it advisable to give notice of intention to issue certificates of obligation of the City in the maximum principal amount of $5,150,000 for paying all or a portion of the city’s contractual obligations to be incurred in connection with (i) constructing and improving streets, roads and parking facilities, including related drainage, signalization, landscaping, sidewalks, lighting, screening walls, utility relocation and replacement, bridges, signage and streetscape improvements; (ii) designing, constructing, improving and equipping municipal parks and recreation facilities that are generally accessible to the public and are part of the City park system; and (iii) paying legal, fiscal and engineering fees in connection with such projects (the "Certificates of Obligation"), as hereinafter provided; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS**:

**Section 1**. Attached hereto and incorporated herein by this reference as **Exhibit A** is the form of Notice of Intention to Issue Certificates of Obligation of the City of Rowlett, Texas (the "Notice"), the form and substance of which are hereby passed and approved.

**Section 2**. The City Secretary shall cause the Notice, in substantially the form attached hereto, to be published in a newspaper, as defined in Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the City, once a week for two consecutive weeks, with the date of the first publication thereof to be before the forty-fifth ($45^{th}$) day before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation (the "Ordinance").

**Section 3**. The City Secretary shall cause the Notice, in substantially the form attached hereto, to be posted continuously on the City's Internet website for at least forty-five (45) days before the date tentatively set for the passage of the Ordinance.

**Section 4**. This Resolution shall be effective immediately upon adoption.

**Attachments**

1. Exhibit A - Notice of Intent to Issue CO Bonds
2. Attachment 1 - Certificate for Resolution
3. Attachment 2 – Project Funding Overview

**Exhibit A**

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION
OF THE CITY OF ROWLETT, TEXAS

NOTICE IS HEREBY GIVEN that the City Council of the City of Rowlett, Texas (the "City"), at its meeting to commence at 7:00 p.m. on July 21, 2026, in the City Council Chamber at the City Hall Municipal Building, 4000 Main Street, Rowlett, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest-bearing certificates of obligation, in one or more series, in an amount not to exceed $5,150,000, for the purpose of paying all or a portion of the City's contractual obligations incurred in connection with (i) constructing and improving streets, roads and parking facilities, including related drainage, signalization, landscaping, sidewalks, lighting, screening walls, utility relocation and replacement, bridges, signage and streetscape improvements; (ii) designing, constructing, improving and equipping municipal parks and recreation facilities that are generally accessible to the public and are part of the City park system; and (iii) paying legal, fiscal and engineering fees in connection with such projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a limited pledge of the surplus revenues of the City's waterworks and sewer system (the "System") that remain after payment of all operation and maintenance expenses thereof, and after all debt service, reserve and other requirements in connection with all revenue bonds or other obligations (now or hereafter outstanding) of the City have been met, to the extent that such obligations are payable from all or any part of the net revenues of the System. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is $192,125,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is $286,387,340. The maximum principal amount of the certificates to be authorized is $5,150,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is $7,673,285. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is February 15, 2046. The above information does not exclude any outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes.

CITY OF ROWLETT, TEXAS

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTIES OF DALLAS AND ROCKWALL
CITY OF ROWLETT

We, the undersigned officers of the City of Rowlett, Texas (the "City"), hereby certify as follows:

1. The City Council of the City (the "Council") convened in a regular meeting on May 19, 2026, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

| | |
|---|---|
| Jeff Winget, Mayor | Marvin Gibbs |
| Chris Kizziar | Carter Holston |
| Mike Britton | John P. Bowers III |
| Byron Fassett | |

Deborah Sorensen, City Secretary

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written resolution entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS DIRECTING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: ___ ABSTAIN: ___

2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Council has approved and hereby approves the aforesaid Resolution; and the Mayor Pro Tem and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THIS MAY 19, 2026.

| | |
|---|---|
| Deborah Sorensen, City Secretary<br>City of Rowlett, Texas | Jeff Winget, Mayor<br>City of Rowlett, Texas |

(City Seal)

**City of Rowlett, Texas** **Attachment 2**

Project Funding Overview

5/7/2026

| Bond Sale Date | Aug-24 | Aug-25 | Aug-26 |
|---|---|---|---|
| Fiscal Year Expense | FY 2025 | FY 2026 | FY 2027 |
| **GO Supported Investments** | | | |
| Public Safety | | 17,328,980 | 20,000,000 |
| Animal Shelter | | 4,360,000 | 3,000,000 |
| Herfurth Park | | 4,000,000 | |
| Traffic Signal Controls | 4,100,000 | | |
| Traffic Signal Install Liberty Grove | | 900,000 | |
| Road Construction | 4,842,500 | 2,607,500 | |
| Liberty Grove Rd. / Merritt Road Interconnector | | 1,000,000 | 6,300,000 |
| Chiesa Road design | | | 2,000,000 |
| Street & Alley reconstruction | 4,000,000 | 5,250,000 | 4,000,000 |
| Wet Zone Waterpark | 1,500,000 | | |
| Kids Kingdom | 1,000,000 | | |
| Com. Park Maint. Facility | | 500,000 | 1,500,000 |
| Rowlett Community Center | | 1,250,000 | |
| Parking Lot Improvements | | 2,250,000 | |
| Kayak Docks & Launches | | | 500,000 |
| Fire Station #1 | | 1,410,000 | |
| Fire Station #3 | | 2,170,000 | |
| Fire Station #4 | | 1,120,000 | |
| Street Lights | 300,000 | 2,850,000 | |
| **GO Supported Investments Total** | **15,742,500** | **46,996,480** | **37,300,000** |
| | | | |
| **CO Supported Investments** | | | |
| Municipal Complex | | 20,000,000 | |
| Concrete Panel Replacement | 3,000,000 | 1,003,800 | 1,000,000 |
| Asphalt Rd. Improvements | 2,000,000 | 1,167,839 | |
| Sidewalk Connectivity | 150,000 | 150,000 | 200,000 |
| Streets Projects | 150,000 | - | - |
| Street & Alley reconstruction | 2,700,000 | 1,793,000 | 2,500,000 |
| Screening Wall Rehab | | 1,535,361 | |
| Flood Gate Automation | | | 300,000 |
| Downtown District Infrastructure | | 1,000,000 | |
| Erosion Control | | 1,000,000 | |
| Rowlett Community Center | | 350,000 | |
| Shorewood Park | | | 400,000 |
| Lakefront at Pecan Grove | | | 400,000 |
| Nature Trail | | 250,000 | |
| Parks Projects | - | 150,000 | 200,000 |
| Twin Star Park Basketball Court | | | 150,000 |
| Sapphire Bay - Light and Air Truck - SB/Station #5 | 600,000 | | |
| Sapphire Bay - Spartan Ladder Truck (Tiller) - SB/Station #5 | 2,186,000 | | |
| Engine - Station #2 | | 1,250,000 | |
| Blocking Truck | | 250,000 | |
| **CO Supported Investments Total** | **10,786,000** | **29,900,000** | **5,150,000** |

**City of Rowlett, Texas**
Project Funding Overview
5/7/2026

| Bond Sale Date | Aug-24 | Aug-25 | Aug-26 |
|---|---|---|---|
| Fiscal Year Expense | FY 2025 | FY 2026 | FY 2027 |
| **Tax Note Supported Investments** | | | |
| Stryker Equipment | 1,528,000 | | |
| Scott Breathing Apparatus | 899,000 | | |
| Medic 1 Replacement | 376,000 | | |
| Bunker Gear | 617,000 | | |
| Medic 4 Replacement | | 376,000 | |
| Fire - Ram 1500 (VERF) | | 39,301 | |
| Fire - Durango (VERF) | | 39,301 | |
| Dodge 5500 Type I Horton Ambulance - Medic 2 | | | 434,000 |
| Dodge 5500 Type I Horton Ambulance - Medic 3 | | | 434,000 |
| 7 Patrol Cars | 763,000 | | |
| Police - 2 Motorcycle (VERF) | 146,904 | | |
| Dispatch - Radio Console Communications Center | 80,000 | | |
| BearCat | 200,000 | | |
| 6 Patrol Cars | | 654,000 | |
| SWAT - Van (in VERF) | | 80,000 | |
| Dispatch - Radio Console EOC | | 80,000 | |
| 3 CID Vehicles | | 100,000 | |
| New Police Vehicles 8.14.25 | | 107,677 | |
| 5 Patrol Cars | | | 545,000 |
| Police - Motorcycle (VERF) | | | 73,452 |
| Axon Tasers | | | 500,000 |
| Core switches for Data Center 1 (N2K-C2248TP-1GE) | 110,838 | | |
| Core switches for Data Center 2 (N5K-C5548UP) | 82,518 | | |
| IT Networking Equipment | | 164,000 | |
| Dell VX Rail | | | 611,666 |
| Parks - PA Paging System RCC | 17,000 | | |
| Mower (VERF) | 82,521 | | |
| Aerway (VERF) | 39,000 | | |
| Streets - Trailer (VERF) | 27,403 | | |
| Z Sprayer (Parks Maintenance) | 19,588 | | |
| Turf Aerator (Pub Works) | 14,192 | | |
| Bobcat Track Loader | 83,124 | | |
| Code Enforcement Officer Vehicle | 50,000 | | |
| Enterprise Vehicle Replacement | 840,000 | 1,186,323 | 634,000 |
| OpenGov | | | 322,387 |
| Facility Improvements | 200,000 | 200,000 | 200,000 |
| **Tax Note Supported Investments Total** | **6,176,088** | **3,026,602** | **3,754,505** |
| **Total** | **32,704,588** | **79,923,082** | **46,204,505** |

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 5.C.

**Title**
Consider action to adopt a resolution approving and authorizing the City Manager to execute a development agreement with RK DFW Rowlett LLC pursuant to Chapter 380 of the Texas Local Government Code (Economic Development Agreement).

**Staff Representative**
Kristoff Bauer, Interim City Manager

**Executive Summary**
Council will consider authorizing a 380 development agreement with economic development incentives with Read King related to a project located at the corner of Main and Hwy 66.

**Strategic Priority and Goal(s)**

**Background Information**

**Discussion**

- **Developer:** RK DFW ROWLETT LLC, a Texas limited liability company. (Read King)
- **Location:** Approximately **7.73 acres** situated at the southeast corner of Lakeview Parkway and Main Street (commonly known as 2700 Lakeview Parkway).
- **Project Description:** Construction of an approximately **12,987 square foot** shell multi-tenant retail building, including all necessary on-site infrastructure, parking, landscaping, and signage.
- **Inducement:** The Developer has advised the City that this grant is a contributing factor inducing them to construct the project and the required off-site infrastructure.

**Investment and Timeline**

The project requires significant off-site infrastructure improvements to be constructed by the Developer at their expense.

**Required Infrastructure:**

- **Water Line:** Design and construction of a replacement 8-inch PVC water line,

approximately **865 linear feet**, along the northern perimeter of the property.

- **Sanitary Sewer:** Construction of a 6-inch sanitary sewer line, approximately **164 linear feet**, connecting to the existing city manhole.
- **Right-of-Way (ROW) Dedication:** Conveyance of a 5-foot wide easement along Main Street, approximately **900 feet in length**.

Milestone Timeline:

- **Commencement of Infrastructure:** No later than **45 days** after the Effective Date.
- **Completion of Infrastructure:** Within **12 months** of its commencement.
- **Commencement of Project:** Within **2 months** of the Effective Date.
- **Completion of Project:** Within **18 months** of infrastructure commencement.
- **Commencement of Required Use:** Within **24 months** of Project completion.

Key Terms

The total incentive is a grant capped at **$300,000**. Payments are performance-based and will be disbursed in three installments:

| Milestone | Grant Payment |
|---|---|
| Completion of Infrastructure | $75,000 |
| Completion of Construction of the Project | $75,000 |
| Commencement of Required Use (80% Retail Occupancy) | $150,000 |

Total Qualifying Grant Cap: $300,000

- **Required Use Requirement:** "Commencement of Required Use" is achieved when certificates of occupancy have been issued for at least **80% of the building's floor space**, and the retail businesses are open and operating to the public.
- **Recapture Provision:** If the agreement is terminated by the City due to the Developer's failure to meet the Required Use condition, the City is entitled to demand immediate **repayment of all grant amounts** previously paid.
- **Funding:** The grant is paid solely from lawfully available funds appropriated by the City and does not create any constitutional debt.

## Financial/Budget Implications

The contemplated economic development incentive total cost is $300,000 and will be satisfied through the Economic Development Fund.

## Recommended Action

Staff recommends that Council adopt the provided resolution authorizing the Interim City Manager to execute the proposed Development Agreement with RK DFW ROWLETT LLC.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH RK DFW ROWLETT, LLC; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett is committed to the attraction and promotion of quality development of new and expanded business, and desires to provide economic development incentives and to establish various programs to ensure the City remains competitive in the marketplace, encourages the increase and retention of quality jobs, encourages revenue streams from businesses that maintain or increase the taxable values of their real property and improvements and business personal property in the City; and

**WHEREAS**, the City Council of the City of Rowlett has adopted a policy on local economic development through which the City of Rowlett may, on a case-by-case basis, give consideration to providing economic development incentives to individuals and businesses; and

**WHEREAS**, the Chapter 380 Economic Development Agreement with RK DFW Rowlett, LLC, attached hereto as **Exhibit "A,"** conforms to the requirements of Chapter 380 of the Texas Local Government Code and the City's economic development policy;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:**

**Section 1.** The City Council hereby approves and authorizes the City Manager to execute the Chapter 380 Economic Development Agreement with RK DFW Rowlett, LLC, in substantially the form of that attached hereto and incorporated herein by this reference as **Exhibit "A."**

**Section 2.** This Resolution shall take effect immediately from and after its passage.

## Attachments

1. Exhibit A - 380 Agreement for Lakeview Pkwy and Main

STATE OF TEXAS §
§
COUNTY OF DALLAS §

**DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into this ____ day of _____2026 (the "Effective Date") between the City of Rowlett, Texas, a Texas municipal corporation (the "City") and RK DFW ROWLETT LLC, a Texas limited liability company ("Developer") each acting by and through its duly authorized representatives. City and Developer may each be referred to herein as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, Developer owns approximately 7.73 acres of land generally situated at the southeast corner of Lakeview Parkway and Main Street, as more fully described on **Exhibit "A"** (the "Property," as that term is defined hereinbelow), on which Developer intends to develop or cause to be constructed an approximately 12,987 square feet shell multi-tenant retail building (the "Building")and all related appurtenances including but not necessarily limited to all required infrastructure, driveways, curbs, sidewalks, parking lots, landscaping, signage, and exterior lighting (collectively, the "Project," as that term is defined hereinbelow) necessary for use of the Project as part of a shopping center, with all finish out to be later provided by individual tenants and/or subsequent owners, and operated as retail business establishments open to the public; and

**WHEREAS,** development of the Project will require certain off-site infrastructure improvements, as defined hereinbelow (the "Infrastructure"), which Developer has agreed to construct or cause to be constructed and installed at its expense; and

**WHEREAS,** Developer has advised City that a contributing factor that would induce Developer to cause the construction of the Project and the Infrastructure would be an agreement by City to provide a Grant to Developer to defray a portion of the costs associated with the Project as more fully set forth herein; and

**WHEREAS,** the City has adopted programs for promoting economic development and this Agreement and the Grant set forth herein are given and provided by City pursuant to and in accordance with those programs; and

**WHEREAS**, City is authorized by Article II, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council, by resolution approving this Agreement, has found and determined that making the Grant to be provided to Developer in accordance with this Agreement will further the objectives of City, will benefit City and City's inhabitants, and will promote local economic development and stimulate business and commercial activity in the City;

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

## ARTICLE 1
## Definitions

**"Affiliate"** shall mean any entity under the common control or ownership of Developer or its parent company.

**"City"** shall mean the City of Rowlett, Texas.

**"Commencement of Construction of Infrastructure"** shall mean that (i) plans have been prepared and submitted to the City for the Infrastructure (as that term is defined herein) on the Property required for development of the Project; and (ii) all necessary permits for construction of the Infrastructure pursuant to the respective plans have been issued by the City.

**"Commencement of Construction of the Project"** shall mean that (i) plans for the Project have been prepared and all approvals thereof have been obtained; (ii) all necessary permits for the construction of the Project on the Property, pursuant to the respective plans therefore have been approved and issued by all applicable governmental authorities, subject to payment of any impact fees and issuance by the City of the final building permit(s) for the Project; and (iii) grading of the Property or the construction of vertical elements of the Project has commenced.

**"Commencement of Required Use"** shall mean that City has issued certificates of occupancy for at least eight (80%) percent of the floor space of the approximately 12,987 square feet of the Building, and the business enterprises to whom those certificates of occupancy have been issued are open and operating as retail business enterprises serving the public.

**"Completion of Construction of Infrastructure"** shall mean the City (i) has provided written acknowledgement of substantial completion of the Infrastructure; and (ii) has accepted in writing all Infrastructure following its installation, construction, inspection, testing and final completion.

**"Completion of Construction of the Project"** shall mean (i) the City has provided written acknowledgement of substantial completion of the Infrastructure; (ii) the Project on the Property has been substantially completed; and (iii) the City has provided, following inspection, written acknowledgement of substantial completion of the Project.

**"Developer"** shall mean RK DFW ROWLETT LLC, a Texas limited liability company, its successors and assigns.

**"Effective Date"** shall mean the last date of execution of this Agreement.

**"Event of Bankruptcy or Insolvency"** shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as an on-going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

**"Expiration Date"** shall mean the second anniversary of the date of the Commencement of Required Use, unless this Agreement is sooner terminated as herein provided.

**"Force Majeure"** shall mean any delays due to strikes, riots, acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, blockage, embargo, prolonged delay, shortages or unavailability of goods and materials, labor dispute, labor strike, or labor-related lockout or interruption, permitting delays, and other circumstances not within the control of the party asserting Force Majeure. If a party asserts Force Majeure as an excuse for failure to timely perform the party's obligation, then that party must establish that it took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this definition.

**"Grant"** shall mean the Grant as defined in Article 3 below and is inclusive of all payments made thereunder, each such payment to be called a "grant" or a "grant payment,"

**"Grant Cap"** shall mean $300,000.00 and is the maximum amount, in the aggregate, that the City will provide as a Grant under this Agreement.

**"Infrastructure"** shall mean the following infrastructure improvements:

A. Water Line Replacement. Subject to City review of the size, material, and condition of the existing water lines serving the Property and located along the northern perimeter of the Property, parallel to Lakeview Parkway/Highway 66, the design and construction of a replacement PVC water line, being eight (8) inches in diameter and approximately eight hundred, sixty-five linear feet (865 LF) in length, routed as generally shown on **Exhibit "C,"** attached hereto and incorporated herein by this reference, or such other route as is mutually agreed upon by the Parties (the "Replacement Water Line");

B. Offsite Sanitary Sewer Line. The design and construction of a sanitary sewer line that is six (6) inches in diameter and approximately one hundred sixty-four linear feet (164

LF) in length extending east under the creek bed and connecting to the existing manhole which services the existing 10" sanitary sewer line, generally as shown on **Exhibit "D"** or such other route as is mutually agreed upon by the Parties (the "Offsite Sanitary Sewer Line"); and

C. Right-of-Way Dedication. Conveyance by Developer to City of that certain easement along Main Street comprising a strip of land approximately nine hundred (900) feet in length and approximately five (5) feet in width, as generally depicted on the attached **Exhibit "E,"** said easement to also be reflected on preliminary and final plat for the Project. Developer shall convey the right-of-way (Exhibit "E") by Dedication Deed substantially in the form attached hereto as **Exhibit "F.**

**"Impositions"** shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Improvements, the Developer, a Developer Affiliate, or any business owned by Developer and/or Developer Affiliates within the City.

**"Payment Request"** shall mean a written request from Developer to City for payment of a portion of the Grant, which shall be accompanied by evidence of eligibility for payment as required herein.

**"Project"** shall mean the construction and installation of a shell multi-tenant retail building on the Property containing approximately 12,987 square feet (the "Building"), along with all necessary on-site infrastructure (water, sewer, utilities, drainage, roadways) for the Required Use of the Project, including but not limited to parking lots, driveways, curbs, sidewalks, signage and landscaping, as generally shown on **Exhibit "A"** attached hereto and incorporated herein by this reference, in accordance with the plans and elevations attached hereto and incorporated herein by this reference as **Exhibit "B."**

**"Property"** shall mean the approximately 7.73 acres of land generally situated at the southeast corner of Lakeview Parkway and Main Street and being commonly known as 2700 Lakeview Parkway in the City of Rowlett, Texas and being more particularly described and depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference.

**"Required Use"** shall mean the operation of the Project, beginning at Commencement of Required Use , at least eighty (80%) percent occupied by retail business enterprises open to and serving the public. The Project shall not be used for any purpose other than the Required Use.

## ARTICLE 2
## Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein.

## ARTICLE 3
## Economic Development Grant

**3.1** **Grant**. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Developer and the obligation of Developer to repay the value or the costs incurred by CITY to provide the Grant pursuant to Article V hereof, City agrees to provide Developer with the Grant as follows:

**A.** $75,000 grant payment upon Completion of Construction of Infrastructure;

**B**. $75,000 grant payment upon Completion of Construction of the Project; and

**C.** $150,000 grant payment upon Commencement of Required Use.

**3.2** **Grant Limitations.** Under no circumstances shall the obligations of City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company.

**3.3** **Current Revenue**. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by City. City shall have no obligation or liability to provide any Grant except as allowed by law. City shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

## ARTICLE IV
## Conditions to Economic Development Grant

The obligation of the City to provide the Grant and make grant payments in accordance with the foregoing is subject to and conditioned upon the successful completion of the following obligations by Developer:

**4.1.** Commencement and Completion of Construction of Infrastructure. Developer will achieve or cause to be achieved Commencement of Construction of Infrastructure, subject to events of Force Majeure and allowance for cure related thereto, no later than forty-five (45) days after the Effective Date of this Agreement. Developer will achieve or cause to be achieved Completion of Construction of Infrastructure, subject to events of Force Majeure and allowances for cure related thereto, no later than twelve (12) months after Commencement of Construction of the Infrastructure. With regard to the Right-of-Way Dedication, Commencement of Construction of Infrastructure shall mean that Developer shall convey the Right-of-Way Dedication to City contemporaneously with the execution of this Agreement .

**4.2** Commencement and Completion of Construction of the Project. Developer will achieve or cause to be achieved Commencement of Construction of the Project, subject to events of Force Majeure and allowance for cure related thereto, no later than two (2) calendar months after the Effective Date of this Agreement. Developer will achieve or cause to be achieved Completion of Construction of the Project, subject to events of Force Majeure and allowances

for cure related thereto, no later than eighteen (18) calendar months after Commencement of Construction of Infrastructure.

**4.3** Required Use. Beginning no later than 24 months following Completion of Construction of the Project, Developer shall achieve Commencement of Required Use.

**4.4.** Payment Request. Developer shall, as a condition precedent to the payment of each applicable grant payment, timely provide City with a written request for payment, along with supporting documents as may be reasonably required by the City to confirm eligibility for the grant payment being requested.

**4.5** Good Standing. Developer shall not have an uncured breach or default of this Agreement.

## ARTICLE 5
## Grant Limitations

**5.1 Grant Limitations**. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

## ARTICLE 6
## Events of Default; Events of Termination; Recapture

**6.1 Events of Default.** Subject to any right to cure set as forth in this Section 6.1(b) and (c), this Agreement may be terminated upon any one of the following:

a) by mutual written agreement of the Parties;

b) by the City if the Developer or any assignee or successor in interest of Developer fails to meet the any of the Conditions set forth in Article 4 above, subject to Force Majeure and allowance for cure related thereto, and such default or breach is not cured within ninety (90) days after the City provides written notice of such alleged default to the Developer;

c) by the Developer if the City defaults or breaches any material terms or conditions of this Agreement and such default or breach is not cured within ninety (90) days after the Developer provides written notice of such alleged default to the City;

d) by the City if any taxes, fees, or charges owed to the City, the Garland Independent School District, the County of Dallas, or the State of Texas by Developer shall have become delinquent (provided, however, Developer retains the right to timely and properly protest and contest appraised values for ad valorem tax purposes);

e) by the City if Developer suffers an Event of Bankruptcy or Insolvency; or

f) by the City or by Developer, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal.

**6.2 Recapture.** In the event that this Agreement is terminated pursuant to Section 6.1 above prior to payment of the Grant by the City or any portion thereof, the obligation of the City to fund said Grant (or any remaining portion thereof) shall cease immediately. In addition, in the event that this Agreement is terminated by the City based upon Developer's breach or failure to meet the Required Use condition set forth in Section 4.3 hereof, the City shall be entitled to demand repayment from Developer of Grant amounts previously paid to Developer within thirty (30) days that the failure to meet such condition constitutes a default hereunder, and in such event Developer shall, immediately thereafter refund and repay to the City all Grant amounts previously paid.

## ARTICLE 7
## Covenants, Representations, and Warranties

**7.1 Existence; Authority.**

a) Developer represents and warrants that it has sufficient legal authority to conduct business in the State of Texas; that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

b) The City represents and warrants that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

**7.2 Limitation of Liability.** Except for the City's obligation to issue the Grant as set forth in this Agreement, the City and its past, present and future officials, officers, employees and agents make no warranties and assume no responsibilities or liabilities to Developer or any third party in connection with the development and improvement of the Property, the Project, or the Infrastructure, and **Developer hereby agrees to holds harmless and waive any and all claims against the City and its officials, officers, employees, agents and representatives for any claims, losses, injury, or damage to persons or Property in connection with this Agreement or the development and improvement of the Property.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties and no party shall in any way be deemed an agent of the other. Developer acknowledges

and agrees that there shall be no personal recourse to the officials, officers, employees, or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. By entering into this Agreement, the City does not and shall not be deemed to waive any defenses or immunities, whether governmental, sovereign, official, qualified or otherwise, all such defenses and immunities being hereby expressly retained. **Developer further agrees to indemnify and hold the City (including is past, present, and future officials, officers, employees and agents) harmless against any and all claims arising from work performed in carrying out the Developer's obligations set forth in this Agreement, including but not limited to payment of court costs and reasonable attorneys' fees.** Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

**ARTICLE 8**
**Miscellaneous**

**8.1 Recitals**. The recitals in the preamble to this Agreement are hereby incorporated herein as part of this Agreement.

**8.2 Binding Agreement; Assignment**. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. City consent, in writing, shall be required for assignment of this Agreement by Developer, which consent shall not be unreasonably withheld.

**8.3 Governing Law**. The validity of this Agreement and all of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall lie exclusively in the state courts of appropriate jurisdiction in Dallas County, Texas.

**8.4 Amendment**. This Agreement may be amended only by the mutual written agreement of the parties hereto.

**8.5 Legal Construction**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**8.6 Notices**. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee): (i) upon actual receipt or refusal by the addressee by hand, telecopier or other electronic transmission; or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient

postage affixed and prepaid; or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (e.g. U.S. Express Mail or Federal Express) for one-day delivery, addressed to the party to whom notice is intended to be given at the following addresses:

If intended for City, to:

City of Rowlett
Attn: City Manager
4000 Main Street
Rowlett, Texas 75088

With a copy to:

Victoria Thomas, City Attorney
Nichols | Jackson, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

If intended for Developer, to:

C. Ewing King
RK DFW Rowlett LLC
1900 West Loop South, Suite 1250
Houston, Texas 77027

and to:

RK DFW Rowlett LLC
Attn: Nancy C. Santana, General Counsel
1900 West Loop South, Suite 1250
Houston, Texas 77027

**8.7 Entire Agreement**. This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

**8.8 Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

**EXECUTED** in single or multiple originals on the date(s) set forth below.

DEVELOPER:

**RK DFW ROWLETT LLC**

By: _____ Date: _____
C. Ewing King, Manager
1900 West Loop South, Suite 1250
Houston, Texas 77027

**CITY OF ROWLETT, TEXAS**

_____ Date: _____
Kristoff Bauer, Interim City Manager

ATTEST:

_____
Deborah Sorensen, City Secretary

**EXHIBIT A**
**LEGAL DESCRIPTION AND SURVEY OF PROPERTY OR PLAT**

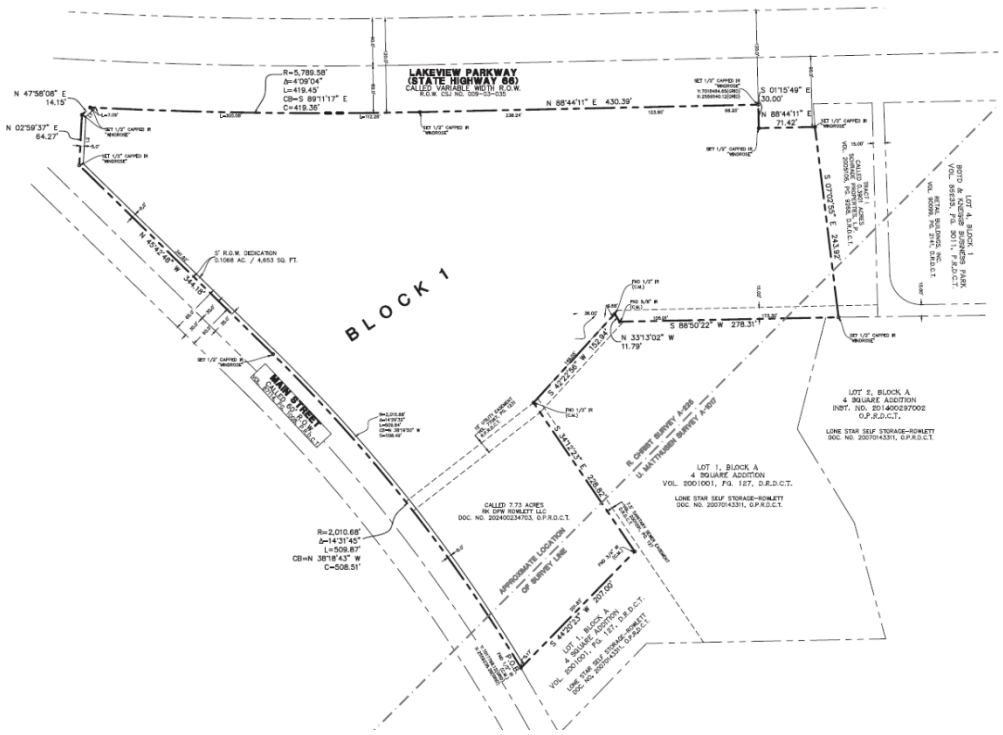
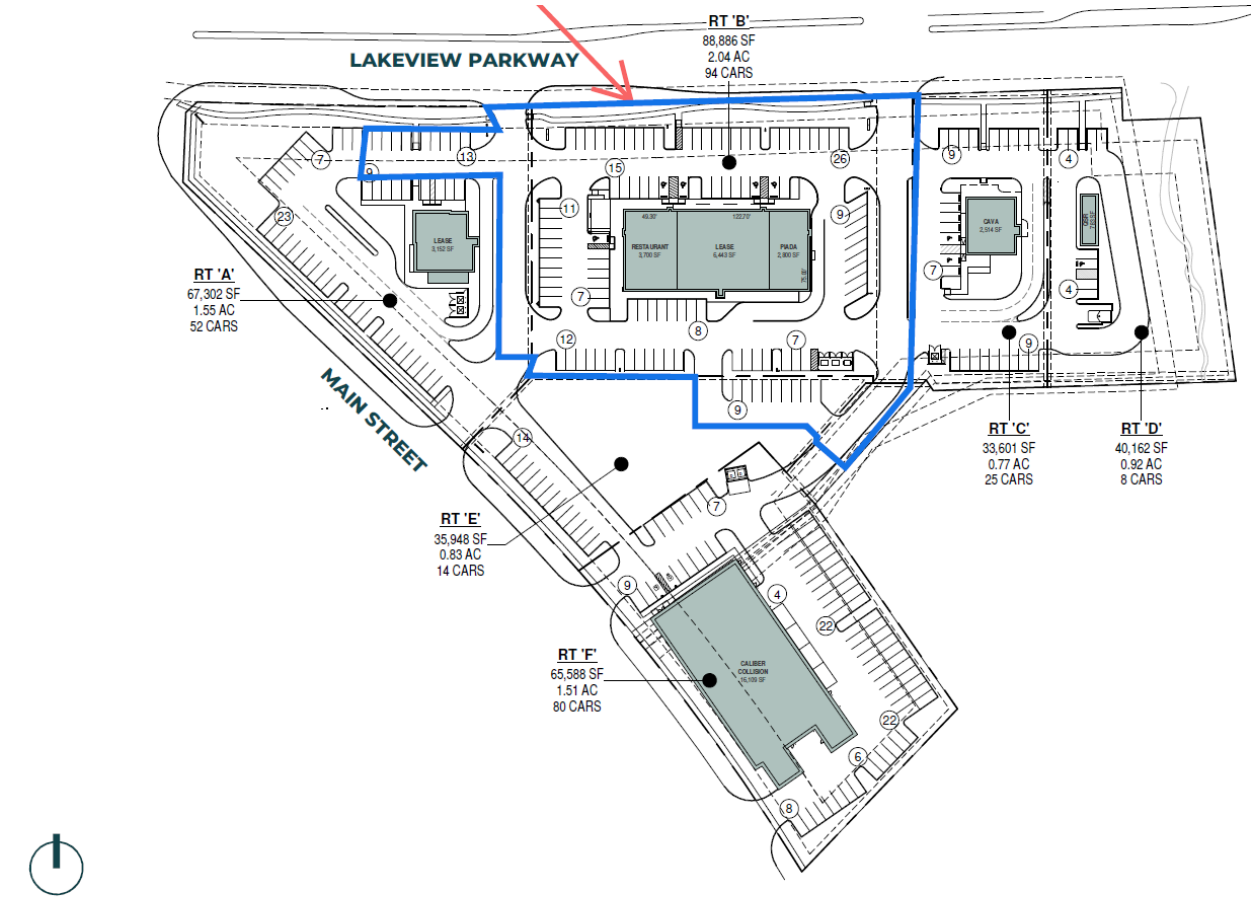


**EXHIBIT B**
**PROJECT PLAN**



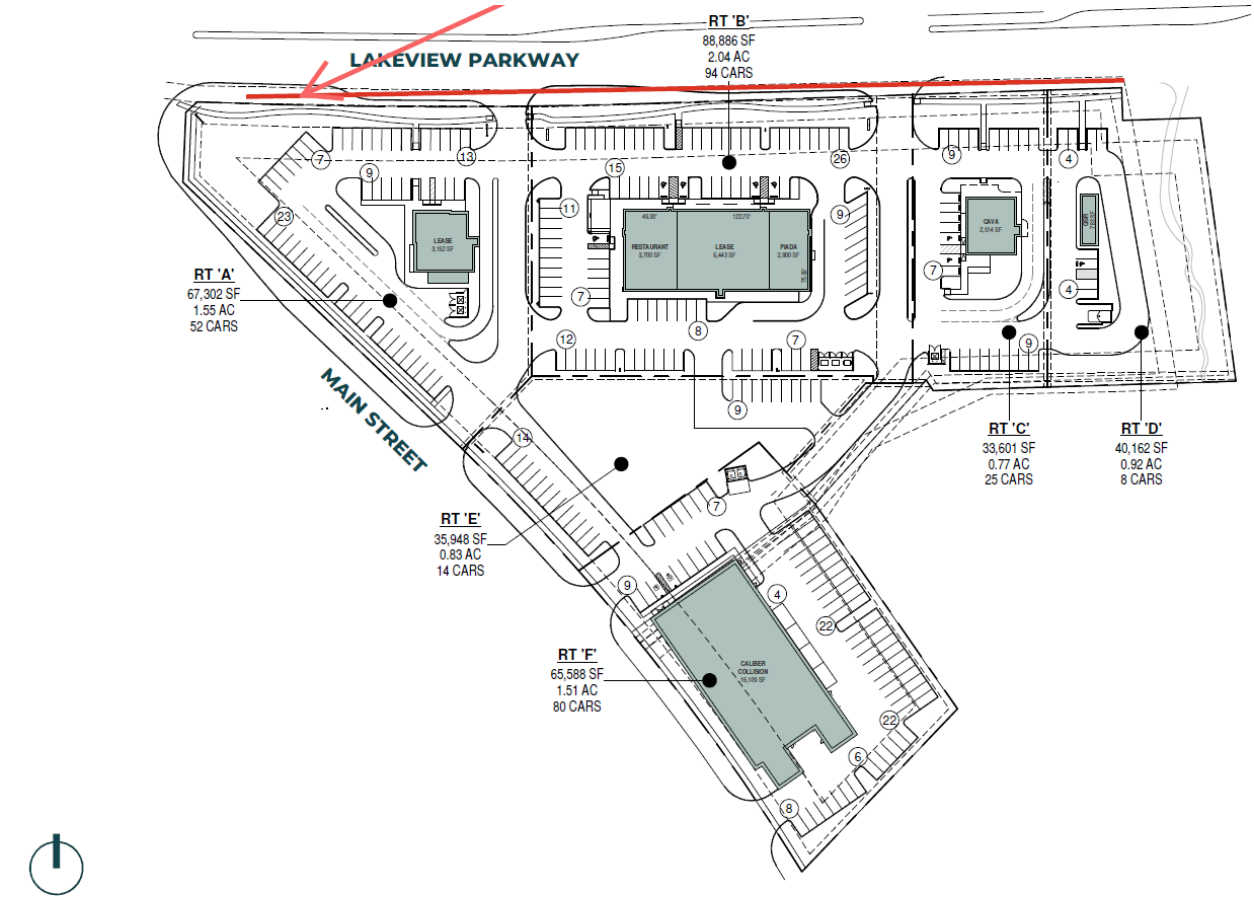

SITE PLAN SCALE: 1" = 100'-0"

**LAKEVIEW PARKWAY**

ROWLETT, TEXAS

*DATE: 08/13/25*

**EXHIBIT C**
**WATER LINE**



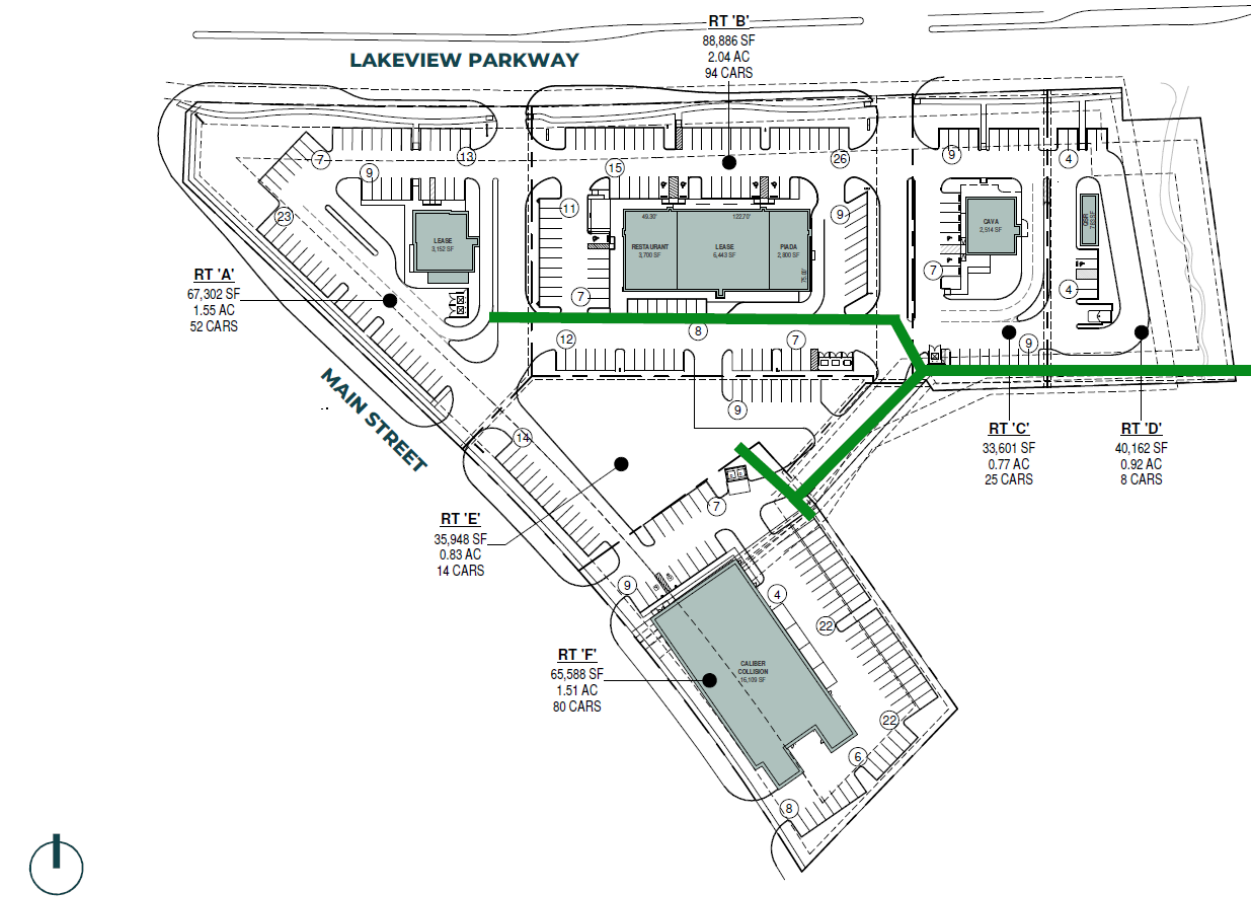

SITE PLAN SCALE: 1" = 100'-0"

**LAKEVIEW PARKWAY**

ROWLETT, TEXAS

*DATE: 08/13/25*

**EXHIBIT D**
**SANITARY SEWER LINE**



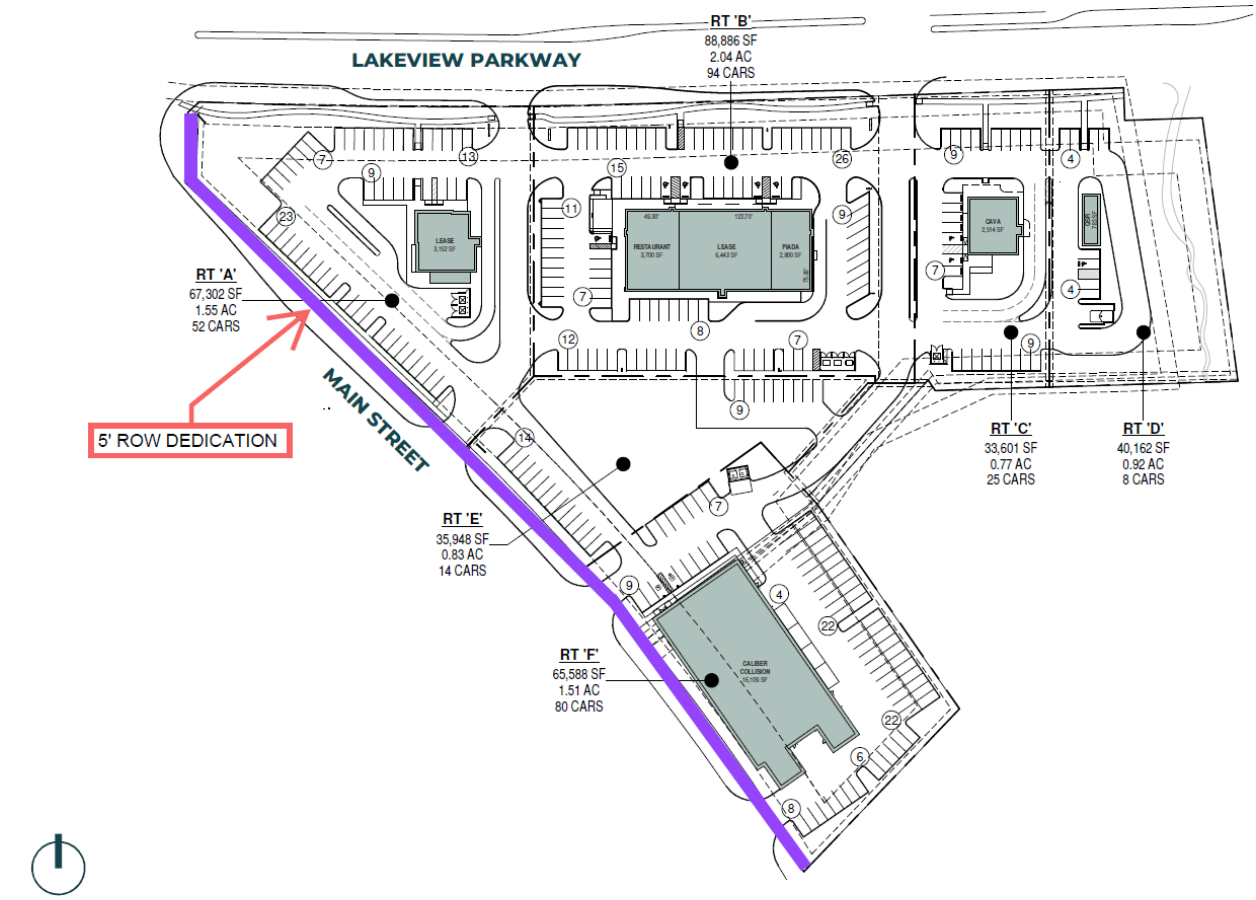

SITE PLAN SCALE: 1" = 100'-0"

**LAKEVIEW PARKWAY**

ROWLETT, TEXAS

*DATE: 08/13/25*

**EXHIBIT E**
**R.O.W. DEDICATION**




SITE PLAN SCALE: 1" = 100'-0"

**LAKEVIEW PARKWAY**

ROWLETT, TEXAS

DATE: 08/13/25

**EXHIBIT F**
**Form of Dedication Deed**

**NOTICE OF CONFIDENTIALITY RIGHTS:**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEDICATION DEED**

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**COUNTY OF DALLAS** §

THAT _____, whether one or more,(hereinafter referred to as "Grantor") for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien is retained, either expressed or implied, does by these presents Grant and Convey unto the CITY OF ROWLETT, TEXAS, a political subdivision of the State of Texas (hereinafter "Grantee"), its successors and assigns, a perpetual privilege, right, and easement (the "Easement") in, on, under and to those certain lots, tracts, or parcels of land situated in the County of Dallas, State of Texas, and more particularly described and/or depicted in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Tract"). The said Easement granted and conveyed herein is a permanent easement conferring the free and uninterrupted use, liberty and privilege of the passage for public street, alley, right-of-way, drainage and water and sewer utility purposes, including the right of ingress, egress, and regress therein, and easements to install, construct, operate, maintain, connect, and repair streets, roads, highways, bridges, drainage culverts, ditches, storm sewer lines, drainage facilities, embankments, and gabions, as well as water and sanitary sewer lines, pipes, connections, distribution facilities, and manholes, and any and all other components, connections, fixtures and appurtenances associated with traffic, public travel, drainage, water and sewer use deemed necessary by said Grantee. It is expressly provided that Grantor reserves unto itself, its successors and assigns, all other rights in and to the Easement Tract which do not unreasonably interfere with or prevent the use of the Easement herein granted and conveyed to Grantee. The Easement hereby granted is non-exclusive, and Grantor, its successors and assigns, shall have the right from time to time to grant further easements over, across, through, and under the Easement Tract for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement rights herein granted.

TO HAVE AND TO HOLD the above described easements in and to said premises with the permanent right of ingress, egress, and regress therein, together with the right and privilege at any and all times to remove and keep removed all or parts of structures, trees, shrubs, or other improvements or vegetation which may in any way endanger or interfere with the construction,

maintenance, operation or efficiency of the facilities in the Easement Tract, together with the temporary right and privilege of ingress and egress for purposes of constructing, excavating, installing, maintaining, inspecting, repairing and adding to or removing from all or part of the streets, roads, utilities and facilities in the Easement Tract granted herein, without the necessity at any time of securing consent or permission from any person, together with all and singular the usual rights thereto in anywise belonging, unto the said City of Rowlett, Texas, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said City of Rowlett, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**SIGNED** this _____ day of _____, 20____.

**GRANTOR:**

_____

**ACKNOWLEDGEMENTS**

**STATE OF TEXAS §**
**COUNTY OF DALLAS §**

This instrument was acknowledged before me on _____, 20___, by _____, Texas, Grantor, for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

My Commission Expires:

_____

AFTER RECORDING RETURN TO:

City Manager
City of Rowlett, Texas
4000 Main Street
Rowlett, Texas 75088

**EXHIBIT A TO DEDICATION DEED**
**(Legal Description and Survey of Easement Granted to City)**

4916-6443-3035, v. 2

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 5.D.

**Title**
Consider action to adopt a resolution appointing a Mayor Pro Tem as prescribed in the City Charter.

**Staff Representative**
Deborah Sorensen, City Secretary

**Executive Summary**
In compliance with the City Charter, the City Council annually elects from its own members a Mayor Pro Tem.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **GOVERN TRANSPARENTLY & INCLUSIVELY** | 1.8 Provide accurate and timely information to policy-makers and the public. |

**Background Information**
In 2025, Councilmember Michael Schupp was elected to serve as Mayor Pro Tem by Resolution Number RES-070-25.

**Discussion**
The City Council selects the Mayor Pro Tem in accordance with the City Charter, which reads as follows:

***Section 3.10 Mayor Pro-Tem and Deputy Mayor Pro-Tem***

1. *No later than July of each calendar year, the City Council shall annually select from among the Councilmembers a Mayor Pro-Tem and Deputy Mayor Pro-Tem to serve at the pleasure of the City Council.*

The Council Rules of Procedure Section 6.13, which reads as follows:

*No later than July of each year, the Council shall elect a Mayor Pro Tem and Deputy Mayor Pro Tem from among its membership. Nominations and votes will be taken in an open meeting by the council polling method (that is, each councilmember will be asked in turn if*

*s/he would like to volunteer or nominate another member to serve. When the slate of nominees is complete, the vote will be taken through the electronic voting system or if taken manually, each member, beginning with the member seated farthest right on the dais, will be asked to cast his/her vote. The nominee who receives the largest number of votes will be named to the position for a one-year term.*

**Financial/Budget Implications**
N/A

**Recommended Action**
Mayor Winget will accept nominations.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPOINTING A COUNCILMEMBER TO SERVE AS MAYOR PRO TEM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Charter, section 3.10, provides that no later than July of each calendar year, the City Council shall annually select from among the Councilmembers a Mayor Pro-Tem and Deputy Mayor Pro-Tem to serve at the pleasure of the City Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:**

**SECTION 1:** That Councilmember _____ is hereby appointed to serve as Mayor Pro Tem of the City of Rowlett, Texas from the effective date hereof until the appointment of a successor Mayor Pro Tem.

**SECTION 2:** That this resolution shall take effect immediately upon passage.

**Attachments**
None

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 5/19/2026 **Agenda Item:** 5.E.

**Title**
Consider action to adopt a resolution appointing a Deputy Mayor Pro Tem as prescribed in the City Charter.

**Staff Representative**
Deborah Sorensen, City Secretary

**Executive Summary**
In compliance with the City Charter, the City Council annually elects from its own members a Deputy Mayor Pro Tem.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **GOVERN TRANSPARENTLY & INCLUSIVELY** | 1.8 Provide accurate and timely information to policy-makers and the public. |

**Background Information**
In 2025, Councilmember Mike Britton was elected to serve as Deputy Mayor Pro Tem by Resolution Number RES-071-25.

**Discussion**
The City Council selects the Deputy Mayor Pro Tem in accordance with the City Charter, which reads as follows:

***Section 3.10 Mayor Pro-Tem and Deputy Mayor Pro-Tem***

1. *No later than July of each calendar year, the City Council shall annually select from among the Councilmembers a Mayor Pro-Tem and Deputy Mayor Pro-Tem to serve at the pleasure of the City Council.*

The Council Rules of Procedure Section 6.13, which reads as follows:

*No later than July of each year, the Council shall elect a Mayor Pro Tem and Deputy Mayor Pro Tem from among its membership. Nominations and votes will be taken in an open meeting by the council polling method (that is, each councilmember will be asked in turn if s/he would like to volunteer or nominate another member to serve. When the slate of*

*nominees is complete, the vote will be taken through the electronic voting system or if taken manually, each member, beginning with the member seated farthest right on the dais, will be asked to cast his/her vote. The nominee who receives the largest number of votes will be named to the position for a one-year term.*

**Financial/Budget Implications**
N/A

**Recommended Action**
Mayor Winget will accept nominations.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPOINTING A COUNCILMEMBER TO SERVE AS DEPUTY MAYOR PRO TEM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Charter, Section 3.10, provides that not later than July of each calendar year, the City Council shall annually select from among the Councilmembers a Mayor Pro-Tem and Deputy Mayor Pro-Tem to serve at the pleasure of the City Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:**

**SECTION 1:** That Councilmember _____ is hereby appointed to serve as Deputy Mayor Pro Tem of the City of Rowlett, Texas, from the effective date hereof until the appointment of a successor Deputy Mayor Pro Tem.

**SECTION 2:** That this resolution shall take effect immediately upon passage.

**Attachments**
None