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, June 16, 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 a proclamation recognizing June 19, 2026, as Juneteenth National Freedom Day

2.B. Presentation of a proclamation recognizing June 25, 2026, as World Vitiligo Day.

2.C. 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): June 1, 2026, City

Council Work Session, and June 2, 2026, City Council Meeting.

4.B.

Consider action approving the award of a contract for CDBG Alley Reconstruction for Lakecrest Two Addition.

Consider action to adopt a resolution authorizing the award of a contract for Bid No. 2026-68-B CDBG Alley Reconstruction – Lakecrest Two Addition (Meadowlark Lane, Egret Court, Red Wing Court), to DFW Concrete Pros, LLC, for a price not to exceed $349,118.70 ($317,380.64 with a ten percent (10%) contingency amount of $31,738.06); authorizing the Mayor or his designee to execute the contract and all necessary and related documents; and providing an effective date.

4.C.

Consider action approving an emergency Professional Services Agreement for engineering design and related services for the reconstruction of Miller Road.

Consider action to adopt a resolution approving and ratifying an emergency Professional Services Agreement with Huitt-Zollars, Inc. for engineering design and related services for the reconstruction of Miller Road in the amount of $201,200; authorizing and ratifying the execution of said Agreement by the Interim City Manager; and providing for an effective date.

4.D.

Consider action approving an emergency Construction Agreement for the construction of Miller Road.

Consider action to adopt a resolution approving and ratifying an emergency Construction Agreement with Tiseo Paving Company, LLC, in the amount of $2,539,985.90 for the construction of Miller Road; authorizing and ratifying the execution of said Agreement by the Interim City Manager; and providing for an effective date.

4.E.

Consider action approving an emergency purchase of a lift station pump for the Bayside Sewer Lift Station.

Consider action to adopt a resolution approving and ratifying an emergency purchase of a lift station pump from Xylem Water Solutions USA, Inc. for the Bayside Sewer Lift Station (Emergency Purchase), in the amount not to exceed $156,000.00; authorizing and ratifying the City Manager's and/or the Interim City Manager's purchase of a lift station pump; and providing an effective date.

4.F. Consider action approving an amendment to Task Authorization with Freese and Nichols, Inc.

Consider action to adopt a resolution authorizing and approving an amendment to Task Authorization FY24-FNI-01 with Freese and Nichols, Inc., for additional professional engineering consulting services associated with the National Primary Drinking Water Regulations: Lead and Copper Rule Revision in an amount not to exceed $603,740.00, resulting in a total project budget of $737,591.00, and authorizing the Interim City Manager to execute the necessary documents for said services.

4.G.

Consider action approving the purchase of wireless, data, voice and accessories for multiple City departments.

Consider action to adopt a resolution authorizing the purchase of wireless, data, voice and accessories for multiple City departments, from T-Mobile USA, Inc., through a NASPO ValuePoint cooperative purchasing contract, at the contracted unit prices; authorizing the Interim City Manager or his designee to

execute all necessary documents to effectuate said purchase; and providing an effective date.

5. Individual Consideration

5.A. Consider action to adopt a resolution appointing a representative to the Dallas Area Rapid Transit (DART) Board of Directors.

5.B. Conduct a public hearing and consider action to adopt an ordinance adopting the Standards of Care for Youth Programs offered by the Rowlett Parks and Recreation Department.

5.C. Conduct a public hearing and consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance and Map, as previously amended, by amending the zoning classification for an approximately one (1) acre parcel located at 4002 Toler Road and being more particularly described as a part of Lot 4, Block 4 of Rowlett Ranch Estates 2 in the City of Rowlett, Dallas County, Texas from Single Family Residential - 40/24 (SF-40) to Single Family Residential - 40/24 with a special use permit to allow for an accessory structure not to exceed a total of 2,400 square feet, comprised of an 1,800 square foot accessory structure and a 600 square foot attached carport (SF-40-SUP).

5.D. Conduct a public hearing and consider action to adopt an ordinance amending the comprehensive zoning ordinance and map, the North Shore South Framework Plan, the Comprehensive Plan and the Master Thoroughfare Plan of the City of Rowlett, all as previously amended, by amending the zoning from Form Based Commercial Center (FB-CC), Single-Family Residential - 40/24 (SF-40), Form Based Rural Neighborhood (FB-RN), and Form Based Urban Neighborhood (FB-UN) to a Planned Development with a base zoning of Single-Family Residential - 5/15 (PD-SF5) for an approximately 67.543 acres in the Reason Crist Survey, Abstract No. 225, and the John M. Thomas Survey, Abstract No. 1478, City of Rowlett, Dallas County, Texas and being all of that tract of land described in Deed to Homeboy's Enterprises, Inc., as recorded in Document No. 2003157-03202, Deed Records, Dallas County, Texas and being all of that tract of land described in Deed to Wolfe RE MGMT., LLC, as recorded in Document No. 202300064833, Deed Records, Dallas County, Texas.

5.E. Conduct a public hearing and consider action to adopt an ordinance amending the Rowlett Development Code, as previously amended, by amending Chapter 77 "Development Code," Chapter 77-500 "Development and Design Standards" by repealing and replacing in its entirety section 77-510 "Exterior lighting"; Providing for a Savings Clause; Providing for a penalty of fine not to exceed the sum of Two Thousand ($2,000.00) dollars for each offense; and providing for an effective date.

5.F. Conduct a public hearing and consider action to adopt an ordinance regarding text amendments to Section 77-504(H) of the Rowlett Development Code and the repeal of Article II Section 98 of the Code of Ordinances containing tree removal permit review and approval procedures.

6. Executive Session

6.A. The City Council will convene into closed, executive session pursuant to Texas Government Code Section 551.071 (Consultation with City Attorney) to receive legal advice regarding building permit application, issuance, and revocation procedures.

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 June 10, 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: 6/16/2026 **Agenda Item:** 2.A.

Title
Presentation of a proclamation recognizing June 19, 2026, as Juneteenth National Freedom Day

Staff Representative
Malcolm Hornsby, Communication & Community Engagement Director

Executive Summary
This presentation supports the formal reading and adoption of a proclamation recognizing **June 19, 2026 as Juneteenth National Freedom Day** in the City of Rowlett.
The proclamation honors the significance of June 19, 1865 — when enslaved people in Texas received word of their freedom following the end of the Civil War — and affirms Rowlett's commitment to acknowledging this milestone as part of the nation's broader history. The occasion reflects the city's values of inclusion, community, and shared civic identity.

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
Juneteenth National Freedom Day commemorates June 19, 1865, when Union soldiers arrived in Galveston, Texas and announced the end of slavery more than two months after the Civil War had ended. Texas was one of the last Confederate states to receive and enforce the Emancipation Proclamation. The day has been observed in Texas and across the country for over 150 years, and in 2021 was designated a federal holiday. The City of Rowlett joins communities nationwide in formally recognizing the historical and cultural significance of this day.

Discussion
The Mayor will read and present the proclamation recognizing June 19, 2026 as Juneteenth National Freedom Day in the City of Rowlett.

Financial/Budget Implications
There is no fiscal impact associated with this proclamation.

Recommended Action
N/A

Attachments
1. Juneteenth Proclamation

Rowlett
TEXAS

Proclamation

WHEREAS, Juneteenth, also known as Freedom Day, Jubilee Day, Emancipation Day, and Juneteenth National Independence Day, is a holiday that commemorates the emancipation of those who had been enslaved in the United States; and

WHEREAS, on June 19, 1865, more than two years after the Emancipation Proclamation took effect on January 1, 1863, Union General Gordon Granger arrived in Galveston, Texas, and announced that all enslaved people in Texas were free, by order of the President of the United States; and

WHEREAS, on June 19, 1866, the first annual celebration of "Jubilee Day" was organized by freedmen in Texas, beginning a long tradition of honoring freedom, resilience, and progress; and

WHEREAS, on June 17, 2021, due to the tireless activism of native Texan Ms. Opal Lee, Juneteenth was officially recognized as a federal holiday in the United States; and

WHEREAS, we reflect on the painful history in which Black Americans were denied basic human rights and treated as property, and we acknowledge that the effects of legal disenfranchisement and systemic inequities persist today; and

WHEREAS, the City of Rowlett proudly joins in this national observance to celebrate the end of slavery in America, to emphasize the importance of education and honest reflection on our nation's history, and to honor the critical contributions Black Americans have made - and continue to make - to the story of our country.

NOW, THEREFORE, I, Jeff Winget, Mayor of the City of Rowlett, and on behalf of the Rowlett City Council, do hereby proclaim June 19th as Juneteenth/Emancipation Day in the City of Rowlett and encourage all residents to recognize the profound significance of this day.

BE IT FURTHER RESOLVED that the City's water tower shall be illuminated in red, yellow, and green from June 16th through June 19th, in honor of the Juneteenth holiday and as a symbol of Rowlett's commitment to equity, inclusion, and the celebration of the rich diversity that strengthens our community and defines Rowlett as the place to live, work, and play.

In official recognition thereof, I hereby affix my signature on the 16th day of June 2026.

Jeff Winget, Mayor, City of Rowlett

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 2.B.

Title
Presentation of a proclamation recognizing June 25, 2026, as World Vitiligo Day.

Staff Representative
Jeff Winget, Mayor

Executive Summary
Present a proclamation recognizing June 25, 2026, as World Vitiligo Day in Rowlett.

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
World Vitiligo Day is observed annually on June 25 to bring global attention to vitiligo, a chronic autoimmune condition that causes loss of skin pigmentation. Millions of people worldwide are affected by vitiligo, regardless of age, gender, or ethnicity.

The observance promotes public education regarding the condition, encourages support for ongoing medical research, and highlights the importance of compassion and inclusion for individuals living with vitiligo. Recognizing World Vitiligo Day provides an opportunity for the City of Rowlett to support awareness efforts and reinforce the City's commitment to diversity, equity, and community understanding.

Discussion
The attached proclamation recognizes June 25, 2026, as World Vitiligo Day in the City of Rowlett. The proclamation is intended to raise awareness and understanding of vitiligo, support individuals and families affected by the condition, and encourage inclusivity and acceptance throughout the community.

Financial/Budget Implications
There is no fiscal impact associated with this proclamation.

Recommended Action
N/A

Attachments

1. Proclamation - World Vitiligo Day

Rowlett
TEXAS

Proclamation

Whereas, the City of Rowlett is committed to promoting health, inclusion, and awareness for all members of the community; and

Whereas, vitiligo is an autoimmune skin condition that causes the loss of skin pigmentation in patches and affects individuals of all ages, races, and ethnic backgrounds; and

Whereas, millions of people worldwide live with vitiligo and often experience emotional, psychological, and social impacts due to misunderstanding and stigma; and

Whereas, many individuals living with vitiligo also face challenges related to access to treatment options and care, making awareness, education, and continued research especially important; and

Whereas, increased awareness and education can help reduce stigma, promote understanding, and encourage acceptance of those living with vitiligo; and

Whereas, individuals, advocates, healthcare providers, and organizations continue to support research, improved treatment options, and community education efforts related to vitiligo; and

Whereas, World Vitiligo Day is observed annually on June 25 to bring global attention to vitiligo and to honor the strength and resilience of those affected by the condition.

NOW, THEREFORE, I, Jeff Winget, Mayor, of the City of Rowlett and on behalf of the City Council, do hereby proclaim **Thursday, June 25, 2026,** as

World Vitiligo Day

in the City of Rowlett, Texas, and encourage all residents join in efforts to increase awareness, understanding, and acceptance of vitiligo and those who live with it.

In official recognition thereof, I hereby affix my signature this 10th day of June 2026.

Jeff Winget, Mayor, City of Rowlett

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 4.A.

Title
Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): June 1, 2026, City Council Work Session, and June 2, 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): June 1, 2026, City Council Work Session, and June 2, 2026, City Council Meeting.

Attachments

1. 06.01.26 WS Minutes
2. 06.02.26 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, June 1, 2026 **6:00 P.M.** **Municipal Building – 4000 Main**

Present: Mayor Jeff Winget, Mayor Pro Tem Mike Britton, Deputy Mayor Pro Tem John Bowers III, Councilmember Chris Kizziar, Councilmember Marvin Gibbs, Councilmember Byron Fassett, and Councilmember Carter Holston

1. CALL TO ORDER

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

2. CITIZENS INPUT

1. Noel Wardrope, Rowlett – Spoke regarding Speed Study. No outside firm was used on the Rowlett Road Speed Study. Speed has caused multiple deaths. Speed was not enforced until 51 mph when the speed limit is 40 mph. This area is not designed for the multitude of vehicles.
2. Michelle Stoudt-Wright, Rowlett – Spoke regarding the Speed Study and Parks CIP. She concurs with no change in the speed limit. She also suggested using some of the $78,000+ monies left over from the Nature Trail to be used for restrooms and Keep Rowlett Beautiful would love to be a part of a pollinator garden at the Nature Trail. Suggestions were given on other various Parks and funds left over.
3. Daniel Cabuya, Rowlett – He is the 2026 Chair of the Parks Advisory Board. The Board's goal is to have all Parks Board members visit all city parks and rate the conditions of the parks. They have been using park inspections forms and intend to report their findings.
4. Mark Taschek, Rowlett - Spoke regarding Heritage Parkway Street repair. When the hospital expanded it caused a lot of damage to the street and was never repaired. Complained about the railings at the Cobblestone bridge.
5. Lonnie Nealy, Rowlett – Spoke regarding e-bikes. Kids are driving on the streets with their e-bikes and not paying attention. Suggested to have a place in the parks for kids to ride their e-bikes safely.

3. WORK SESSION

3A. Presentation of Rowlett Road Speed Study Results and Recommendation.

Chief Mike Denning, Police Chief, presented this item. The November 2025 presentation of the Speed Study was reviewed. At that time, the recommendation was to maintain the current speed limit of 40 mph. City Council mandated that additional targeted enforcement be deployed, a follow up Speed Study be conducted post-enforcement, traffic accident data analyzed, and citation volume tracked. Based on the September 2025 baseline from the Speed Study, the average speed was 43.85 mph and the 85th percentile was approximately 48 mph. Based on the May 2026 Speed Study, the average speed was 37 mph (down 6 mph), 50th percentile was 38 mph, and the 85th

DRAFT

percentile was 44 mph. Targeted enforcement successfully compressed the average speed well below the 40 mph limit, demonstrating that current limits are enforceable when resources are hyper-focused. The data reveals standard roadway behavior. While the average speed is slightly above posted limits, extreme non-compliance (+10 mph) accounts for less than 2 out of every 100 drivers (1.75%). Targeted enforcement stabilizes traffic flow organically. Altering the posted limit is unnecessary when active policing successfully maintains safe operational speeds. Based on sheer traffic volume, severe accidents are statistically rate events, 1 in every 179,900 vehicles. The highest recorded speeding rate is just 2.84%. Lowering the speed limit to 35 mph does not physically stop the 2.84% who already ignore the limit; it only artificially criminalizes 85% of normal, complaint drivers navigating a major city artery. Staff recommend retaining the 40 mph posted limit, maintain targeted PD enforcement to manage the 1-2% of outliers, and periodically re-evaluating moving forward.

Councilmember Gibbs asked for a show and tell of the Stryker sensors used. Chief Denning showed the Stryker sensor used for the speed analysis and explained how it worked. Councilmember Gibbs asked for the last three years how many accidents and if any were related to speed. Chief Denning stated there have been 196 accidents with 2 related to unsafe speed. Councilmember Gibbs asked Chief Denning if he thinks the speed limit should be lowered to 35 mph. Chief Denning stated based on totality of all evidence, adjusting the speed limit by 5 mph would not affect speed and traffic. Councilmember Gibbs stated speed has improved on Rowlett Road and gave kudos for this study and encouraged continued enforcement.

Councilmember Fassett asked if anyone has looked at how hard it is to get across Rowlett Road at 4 pm or 8 am. Chief Denning stated there is potential to look at some line of sight visibility issues like at Mallard. He suggested maybe redesigning the road. Councilmember Gibbs stated keeping bushes and trees trimmed down would help. He also suggested placing more signal lights. Councilmember Fassett suggested putting a flashing yellow light at the bottom of the speed limit sign. Councilmember Holston asked if the 196 accidents were in a certain area of Rowlett Road. Chief Denning responded that it was for the entire length of Rowlett Road.

Mayor Winget stated that Dalrock Road has many of the same issues as Rowlett Road. He agrees with the data and in not changing the speed limit. Mayor Pro Tem Britton agreed. Deputy Mayor Pro Tem Bowers III stated that he agreed but would like to maybe see a traffic light in certain areas as well.

3B. Present and receive input regarding the Department of Housing and Urban Development (HUD) Community Development Block Grant Program 2026 Annual Action Plan.

Munal Mauladad, Interim Assistant City Manager, introduced Jo Carroll, consultant. Jo Carroll presented this item. The 1-Year Action Plan on how funds will be used next year (October 1) to meet City's identified Priorities and Needs. The next steps are to obtain citizen input by having public hearings, complete data collection/research, identify and rate/rank needs, and develop/submit Annual Plan to HUD. There are three National Objectives, directly assist low-income persons (80% of Area median Income) or eliminate slum and blight, or urgent community need (disaster relief). HUD allowed/eligible uses are 20% for administration, 15% public services, and 65% other activities. Eligible uses for public services and other activities were discussed. The 2025 Approved CDBG Budget was reviewed. The proposed 2026 CDBG Budget maintains current programs and address City's CDBG priority needs. The proposed budget is as follows:

Administration (Grant Management)	$ 63,216

DRAFT

Public Services – Police Department (Crime Prevention)	$ 15,000
Public Services – Salvation Army (Rent/Mortgage Assistance)	$ 32,412
Public Facilities – Alley Reconstruction (Lakecrest III/IV)	$205,451
Total	$316,079

The next steps are to receive City Council input/comments, schedule/complete public hearings, develop draft 2026 Annual Plan, obtain City Council final approval in August, and deliver to HUD by August 16, 2026. The City has to post a 30-day public notice the first week in July.

Councilmember Fassett stated that the HFC has $80,000 set aside for mortgage assistance and he asked why Salvation Army is doing the same thing. There was a discussion about the programs and where the CDBG monies can be spent. Councilmember Gibbs wants to ensure that we aren't putting up hurdles for the Salvation Army. Deputy Mayor Pro Tem Bowers III asked if we could move some of the funds to the Community Centre. It does not qualify due to not being in a qualified area. Councilmember Kizziar stated this has been the same format for the last 4 to 5 years. He stated that there are other non-profits that are here, have they approached about this program. Ms. Carroll stated no, but there are 2 public meetings and no one else showed. Mayor Winget suggested posting the meetings on the City's Facebook Page so the public is aware.

Mayor Winget recessed the meeting for a break at 7:15 pm.

Mayor Winget reconvened the meeting at 7:22 pm.

3C. Update regarding Capital Improvement Plan (CIP) Projects for Parks and Recreation.

Ryan Mullins, Parks & Recreation Director, presented this item. The Parks & Recreation system currently manages 22 active CIP projects dedicated to restoring, enhancing, or developing new community amenities. The funding sources are from General Fund, General Obligation (GO) Bonds, and Certificates of Obligation (CO) Bonds. The total remaining CIP Budget is $12,434,530. A significant portion of the remaining capital (77% or $9,585,459) is concentrated within four key priority projects: Herfurth Park ($5,192,059), Parking Lot Improvements ($1,808,000), Rowlett Community Centre ($1,585,400) Erosion Control ($1,000,000), and other remaining active projects ($2,849,071).

The Rowlett Nature Trail Surface and Parking Lot project is completed. There is a balance of $78,527 that staff is researching the total expenditures. If current balance is correct, then these funds are available for appropriation to other projects. The Sports Field Construction (Hockey Rink Relocation) is considered canceled, and the remaining funds are eligible for reappropriation to other eligible projects. The balance of this project is $410,087.

The Springfield Park Improvements is improvements around the pond, parking lot expansion, sidewalk, erosion control, trail and drainage work. It is partially completed. The parking lot expansion, sidewalk trial, and drainage are completed. The erosion control around the pond is remaining. The balance of this fund is $112,097. The Parking Lot Improvements at Parks consist of improvements to Springfield Park parking lots off Dexham Road. RC Airfield, and Antioch (South lot) and expansion to parking lot at Katy Railroad Park for hockey rink. The expanded parking at Katy Railroad Park is no longer warranted. Springfield Park parking was completed in the Springfield Park improvements, and the Airfield parking lot and drive needs reassessment. The total funding and balance is $1,808,000.

DRAFT

The scope of the Rowlett Community Centre is to replace, repair and make improvements to wood sports flooring. Repairs, renovations and enhancements to the facility. Major building components have been identified as needing repair, replacement or enhancement. Estimated costs exceeded available funding. This project will need reallocated funding. The balance of this project is $1,585,400. A roof estimate was just received. $1.5 million to repair and $1.8 to $2 million to replace the roof. Councilmember Gibbs stated that there is a need for a Maintenance Director to handle all the maintenance throughout the city. The top priorities for this project are roof, then HVAC, then gym floors.

The Lakeside Park and Paddle Point Park scope consists of Paddle Point Park parking lot, restroom at Lakeside Park, parking lighting and camera installation. The parking lot and restroom installation have been completed. The remaining scope is the lighting and camera installation. The balance of this project is $130,238. The scope of the Lakefront at Pecan Grove is parking lot improvements and add lakefront park amenities. The status is to re-evaluate master plan for this park. The balance of this fund is $772,753. If the CO Bond 2026 is approved then $400,000 will be added to this fund, making it $1,172,753.

The scope of Twin Star Park is installation of basketball court, irrigation system, park signage, and playground replacement. The playground replacement, irrigation system, and monument sign have been completed. The remaining scope is to re-evaluate the need for basketball court. The balance of this fund is $50,600. If the CO Bond 2026 is approved, then $150,000 will be added to this fund, making it $200,600.

The scope of Community Park is to install a sidewalk from park to entrance of parking lot, renovation of field #4, field leveling and upgrades. The sidewalk and renovation of field #4 have been completed. The field leveling and upgrades are remaining. The balance in this fund is $349,450. The scope of Shorewood Park is parking lot replacement/improvement, playground replacement and irrigation system. This is a future project that has not started yet. If the CO Bond 2026 is approved, the fund balance will be $400,000.

The Kayak Docks/Launches is the installation of kayak docks and launces at Lakeside Park, Sunset Park, Columbia Park. The status is to re-evaluate the need for docks and launches at each location. If the GO Bond 2026 is approved, the fund balance will be $500,000. Mr. Mullins recommended rebuilding the Kayak Launch at Paddle Point Park. The construction of the Parks Maintenance Facility is to include a warehouse for equipment storage and repair, offices, restrooms, showers, meeting space and breakroom. The fund balance is $498,762, if the CO Bond 2026 is approved, the fund balance will be $1,988,762. The Erosion Control scope is to conduct a study of erosion control along the shorelines of Scenic Point Park, Lakeside Park and Paddle Point Park. Develop design plans for future projects to address. This is considered a future project with a current fund balance of $1,000,000. If the CO Bonds 2027-2029 are issued, the total fund balance will be $3,250,000.

The scope of Herfurth Park is a phased project to include events space, bandstand, food truck space, agility course and walking trail. Phase 1 is completed with Phase 2 and 3 not started. The balance of this fund is $5,192,059.

The scope of Wet Zone (PK2117) is repairs and enhancements to the Wet Zone Waterpark. Upgrades were made to the Wet Zone Waterpark before the 2025 summer season. Equipment replacements, new pool plaster, concession upgrades, painting, additional shade structure and splash pad. The fund balance is $7,867. The scope of Wet Zone Improvements (PK2132) is repairs

DRAFT

and enhancements to the Wet Zone Waterpark. Upgrades were made to the Wet Zone Waterpark before the 2025 summer season. Equipment replacements, new pool paster, concession upgrades, painting, additional shade structure and splash pad. The balance of this fund is $126,538.

The scope of the Trail Construction is to complete trails per the Trails Master Plan as modified by the City Council direction given on 11/16/2021. Lake Highlands Trail and Garner/Fuqua Trail have been completed. Schrade Road Trail is the remaining Trail to be completed. The fund balance is negative $2,621. The scope of Park Improvements (PK2128) is improvements and repair to various parks. The balance of this fund is $151,233. The scope of Park Improvements (PK2129) is improvements and repairs to various parks. The fund balance is $106,640. The scope of the Parks Master Plan is a five-year update to the 2018 Parks, Recreation and Trails Master Plan. An update draft was completed in 2023. The review and approval process was paused due to the pending changes with Herfurth Park. The balance in this fund is negative $289. The Kids Kingdom Improvements' scope was to repair and enhance Kids Kingdom. This project is completed, repairs were made to the existing playground, new amenities were added and the poured in place fall surface was replaced. The balance in this fund is $57,189.

There are additional concerns/needs for four areas. The Playground Infrastructure Modernization is for multiple playground structures across the parks system have exceeded their useful life span. They require immediate, comprehensive repairs or full replacement to ensure safety, compliance, and modern play value. The Sports Field Amenity Upgrades is for comprehensive updates that are needed to enhance the player and spectator experience. Target areas include replacing and upgrading fencing, dugouts, goals, and lighting, alongside improving on-site signage and restroom facilities. The System-Wide Wayfinding & Navigation is to implement a standardized wayfinding signage program at larger community parks. This will improve park accessibility, enhance the visitor experience, and efficiently direct users to specific amenities and zones within the park. The fourth area is for Wet Zone Waterpark Critical Maintenance. Address outstanding facility and operational needs at the Wet Zone Waterpark. Immediate priorities include essential electrical updates, pool light replacements, emergency stops (E-stops) system overhauls, and the installation of a protective shade covering for the pump pit.

Councilmember Kizziar didn't realize that the Hockey Rink Project was cancelled. After discussion, it was decided the funds will remain in that project. Mayor Winget asked about the Coyle House. It is not a Parks CIP project.

3D. Update regarding Council Strategic Planning Process.

Kristoff Bauer, Interim City Manager, presented this item. The goal is to develop a forward-looking comprehensive strategic plan that serves as a guiding blueprint for the City's growth, evolution, and resource allocation. The Mejorando Group was selected for their proven municipal expertise, data-driven planning processes, and focus on actionable outcomes. City Council was asked to review the proposed 5-phase methodology and timeline, provide feedback on optional community engagement modules, and finalize the contract scope.

The 5 "E" Methodology is to engage, enlist, examine, explore, and execute. This framework is designed to produce a living, actionable operational plan with built-in periodic assessments and not be a binder that sits on a shelf. Phase 1 is Engage, which is the official project kickoff. Alignment on logistics, expectations, and desired outcomes with the executive leadership team. Phase 2 is Enlist, which is comprehensive data gathering. Includes Steering Committee interviews and foundational research. The scope of public input in Phase 2 remains flexible. City Council must

DRAFT

determine the extent of community engagement before securing the final contract. Phase 3 is Examine, which the Steering Committee conducts the situational analysis reviewing all gathered inputs to define the current state. Phase 4 is Explore which is facilitated sessions to draft and finalize the Mission, Vision, Values, and Strategic Priority Areas. The last Phase is to Execute and. Adopt. The targeted milestone is November 2026. City Council officially adopts the Strategic Plan. Focus shifts from planning to operational accountability. The plan establishes a mechanism for quarterly updates to the governing body and community, ensuring ongoing relevance and flexible innovation.

Mr. Bauer reviewed the Master Timeline of June to November 2026. There are two community engagement options. Option A, input is limited to Executive Staff, Steering Committee, and City Council. This will allow a faster timeline and lower baseline cost. The cons are that it lacks direct citizen alignment and has a higher risk of public friction during adoption. Option B, comprehensive outreach including online questionnaires, intercept surveys (meeting stakeholders where they are), and targeted focus groups. This will have deep public buy-in, fortifies community relationships, ensures the plan reflects resident values. The cons are this requires additional time and budget allocation. Staff asked for City Council to provide consensus on Option A or Option B for community engagement. Staff will finalize and execute the consulting agreement with the Mejorando Group based on City Council's direction. Phase 1 (Engage) officially commences with the executive leadership kickoff.

There was a consensus from City Council to go with Option B.

3E. Present an update on the Municipal Site Selection.

Councilmember Holston stated that he wants to discuss locations in Executive Session. The City should consider a Real Estate Brokerage firm to handle the negotiations for the locations. Kristoff Bauer stated that a Real Estate Broker can be brought on now, if City Council wants to do this.

Munal Mauladad, Interim City Manager, presented this item. City Council received a presentation regarding the status of the revised proposal for the municipal complex site selection process and next steps based on the City Council's direction. The study will be a multi-tiered evaluation of potential locations to determine their viability for municipal buildings. The process is designed to provide the city and the public with objective, data-driven results. At the March 16, 2026, City Council meeting, the Council directed staff to place the Municipal Complex design project at Herfurth Park on hold and move forward with identifying alternative locations for the City Hall, Public Safety Administration, and Animal Services buildings. City Council action is required to approve the additional scope of work.

The amended Professional Services Agreement from Hoefer Welker, LLC evaluates alternative sites and development options for the new Municipal Complex. The scope of work is broken into two parts; Part A, the Site Suitability Assessment and Section Process, and Part B, the Community Engagement and Education (Charrettes) component. Phase IA, Site Suitability Assessment & Selection Process consists of four Tiers. Tier 0 provides Preliminary Pre-screening & Market Scan. Hoefer Welker will perform a high-level vetting of vacant and underutilized parcels to supplement the seven (7) primary study sites. This scan is limited to a maximum of 300 parcels city-wide, filtered by three primary drivers: Civic Identity, Operational Efficiency, and Fiscal Stewardship. Tier 1, Technical Site Suitability Assessment. Following approval of the Tier 0 Short List, Hoefer Welker will conduct a deep-dive evaluation of those found during Tier 0 portion as well as potential sites proposed as well as the suggested sites, Tier 2, Technical Suitability Evaluation, a deep-dive

DRAFT

analysis of the “Candidate Sites”. Tier 3, Comparative Analysis & Grading Development of a Technical Grading Matrix to rank sites based on the criteria established by the community and City leadership.

Phase II(B)(A) is exhibiting Professional Design Services. (B) is Community Engagement & Education (Charrettes). (C) is City Council Decision-Support Workshop. (D) is the Schedule; June 2026, release Hoefer Welker for Site Suitability Assessment & Selection, which the process is approximately 6-8 weeks; August 2026, have 4 Community Charrettes; August 2026, Data Synthesis and Internal Strategy with City Management, fine-tuning site selection(s); Late August/Early September 2026, Final City Council Workshop with prepared selected sites. (E) is Deliverables of the Site Suitability Assessment Report (SIR) and the Community Consensus Report.

Councilmember Fassett stated that departments being scattered across the city is inefficient. He agrees to redesign and the relocation of City Hall. Mayor Pro Tem Britton stated there’s opposition to a new City Hall because the voters did not vote for it. He is for a new City Hall and agrees that being spread across the city is inefficient. Deputy Mayor Pro Tem Bowers III stated the need to have a central location and an efficient building. Councilmember Kizziar stated that the Public Safety and Animal Shelter buildings are to be bigger than need now, to plan for growth. Is there going to be enough money to build all. He is concerned financially. He does love the idea of having a new City Hall and bringing all the departments back together. Mayor Winget wants to make sure City Hall is a piece of the negotiations. Councilmember Holston stated that it goes back to the voice of the customer. That needs to be the priority and must be clear on what’s the cost. Need to have priorities. The first priority has to be Public Safety and Animal Shelter. Councilmember Gibbs stated he is a yes for a new City Hall, but not ok with starting something and throwing away money. When buying the property for the building(s), we will be paying for it and need to consider how much money is coming off the tax roll.

Mayor Winget recessed the meeting for a break at 9:08 pm.

Mayor Winget reconvened the meeting at 9:16 pm.

3F. Discuss the creation of a Downtown Advisory Board.

Mayor Winget presented this item. The purpose and rationale of creating this board is for a formal stakeholder forum, Downtown Strategic Plan Implementation, emerging issues and opportunities, policy-level recommendations, and ongoing City Council visibility. This aligns with the Downtown Strategic Plan. The adopted foundation is the Downtown Strategic Plan, Strategic objectives, and prioritized action items. The implementation focus is the policy items, tactical items, stakeholder coordination, and progress monitoring. The current opportunity is new business activity, DART funding availability, events, and Downtown activation. The duties and focus areas should be development and redevelopment, business activity, DART coordination and funding opportunities, placemaking and use of public spaces, mobility and parking, and activation and programming priorities. The recommended Board structure is to have 5 regular members, 2 alternate members, 1 DART ex-officio, and 2 Council liaisons as non-voting advisory support. There was discussion about adding a chamber member as an ex-officio, and a citizen at large. The potential membership qualifications are downtown property owners, downtown business owners, downtown residents, economic development professionals, real estate professionals, arts and culture experts, mobility and planning professionals, and small businesses entrepreneurs.

DRAFT

There will be clear separation of roles. The scope of responsibilities is to advise the City Council on Strategic Plan, Implementation progress, Downtown priorities, Stakeholder concerns, funding and partnerships via regular Council updates, at least once a quarter. Outside the scope of responsibilities are to not get involved in staff direction, Development approvals, Permit decisions, public fund obligations, Agreement negotiations, Event execution, Vendor coordination, and Public Safety logistics.

Mayor Winget requested consensus to proceed with the Downtown Advisory Board creation, confirm composition, confirm advisory scope, confirm Council liaison structure. If there is a consensus to move forward, then at a future meeting, there needs to be a Code of Ordinances amendment and an update to the Boards & Commissions Handbook. Following the formal approval, appoint members to the Board, have an orientation, and create an initial work plan.

Mayor Pro Tem Britton stated he is good with going forward. Councilmember Fassett agreed. There was discussion about adding a member of the Rowlett Police Department and a member of the Garland ISD to be non-voting members. Councilmember Gibbs doesn't agree they should be a part of the board. Suggested that they give updates when needed but not regular attendance. Mayor Pro Tem Britton agreed with Councilmember Gibbs. Mayor Winget suggested Councilmember Fassett and Councilmember Gibbs as the Council liaisons. Councilmember Gibbs suggested Councilmember Kizziar and Councilmember Fassett. Councilmember Kizziar stated he would agree and thinks that the Chamber should be included. There was a consensus to move forward with the Board and to discuss membership with Garland ISD and DART. The Board make up will be 5 regular voting members, 2 alternate members, Chamber as an ex-officio and 2 Council liaisons, as non-voting advisory support.

4. EXECUTIVE SESSION

4A. The City Council shall convene into closed, executive session pursuant to Texas Government Code, §551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Interim City Manager.

Mayor Winget adjourned the meeting into Executive Session at 9:45 pm.

5. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

Mayor Winget reconvened the meeting at 10:23 pm.

Mayor Winget stated the City Council has concluded its executive session with no action taken. Mayor Winget provided a brief update to the public regarding Council's ongoing evaluative process with Interim City Manager Kristoff Bauer.

First and foremost, the City Council appreciates the transparency and candor Mr. Bauer has shown throughout this process. We recognize that public service is human work, and that errors can occur. What matters is whether those errors are acknowledged, addressed, and followed by meaningful corrective action.

DRAFT

Since our previous discussion, we have seen constructive follow-through from Mr. Bauer and his team. We have also seen a continued focus on communication, responsiveness, pace of work, and execution. That progress is very encouraging and appreciated.

At the same time, this remains an ongoing process. There will continue to be conversations with Mr. Bauer, both individually and as a Council, regarding our expectations, his performance, and the work required to provide stability for the organization and confidence for the community.

We also want the public to know that Mr. Bauer will be taking some pre-arranged time off that coincides with the next set of City Council meetings. As a result, the next executive session review is expected to take place on July 6.

Our goal remains the same: to provide clear direction, appropriate accountability, and steady leadership during this interim period as we continue the work of moving Rowlett forward.

6. DISCUSS CONSENT AGENDA ITEMS FOR JUNE 2, 2026, CITY COUNCIL MEETING

Consent Agenda items 4A and 4B will be removed for individual consideration.

7. ADJOURNMENT

Mayor Winget adjourned the meeting at _____ pm.

DRAFT

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, June 2, 2026 **7:00 P.M.** **Municipal Building – 4000 Main**

Present: Mayor Jeff Winget, Mayor Pro Tem Mike Britton, Deputy Mayor Pro Tem John Bowers III, Councilmember Chris Kizziar, Councilmember Marvin Gibbs, Councilmember Byron Fassett, and Councilmember Carter Holston

INVOCATION

The invocation was led by Reverend Ann Dotson, First Christian Church.

PLEDGES OF ALLEGIANCE

The Pledges of Allegiance were led by the City Council.

1. CALL TO ORDER

Mayor Winget called the meeting to order at 7:01 p.m.

2. PRESENTATIONS

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

Deputy Mayor Pro Tem Bowers III, provided the following announcements:

COMMUNITY ENGAGEMENT - June 5: Live On Main – Rowlett For All - Get ready, Rowlett! Join us on Friday, June 5 from 6-9 p.m. for an evening that's all about us -- our culture, our community, our city. We're bringing the energy with a live cumbia band and celebration that'll have you moving all night long. While you're there, take our community survey and let your voice be heard. Come out, connect, and be part of something bigger. Because Rowlett is for everyone and this night is for you.

For more information, please visit rowlett.com

LIBRARY - Start your family's fun season at the Library's Summer Reading Kickoff on Saturday, June 6 from 11am to 1 pm. If you can't attend the kickoff party, don't worry. The reading challenges and activities last all of June and July. Visit Rowlett.com/Library for additional details and to view all the fantastic grand prizes.

Calling all shutterbugs! The annual Photography Contest for the Arts & Humanities Commission will accept photos on August 7 and 8. Contest entries must be taken in Rowlett in the past year. Visit Rowlett.com/Photography for an entry form and all contest guidelines.

Do you sing? The Arts and Humanities Commission's vocal competition, Rowlett Sings, will be on Saturday, August 29. The Commission will choose performers from recorded audition entries which are due by Saturday, August 8. Visit Rowlett.com/RowlettSings for full details.

POLICE - The Rowlett Police Department kicked off its annual Operation Safe Summer crime reduction initiative on June 1, which will continue through August. This all hands on deck effort is focused on reducing crime, improving response times, and strengthening community engagement during one of the busiest times of the year. Using real time crime and traffic data, the Department will strategically deploy resources citywide to increase visibility, enhance traffic safety, and support both proactive and reactive policing.

Residents will notice an increased officer presence in neighborhoods and business districts throughout the summer. We encourage our community to stay alert, look out for your neighbors, and promptly report any suspicious activity. Your partnership plays a vital role in keeping Rowlett safe.

Together, through visibility, vigilance, and community collaboration, we can help ensure a safe and enjoyable summer for all.

FIRE – Summer is almost here, which is a good time to remember electrical safety in the home. Remember to clear outlets and extension cords of clutter, avoid overloading outlets, and ensure cords are undamaged. Major appliances should be plugged directly into a wall receptacle outlet. Call a qualified electrician if you have:

- Frequent problems with blowing fuses or tripping circuit breakers.
- A tingling feeling when you touch an electrical appliance.
- Discolored or warm wall outlets.
- A burning or rubbery smell coming from an appliance.
- Flickering or dimming lights.
- Sparks from an outlet.

PARKS AND RECREATION - As many of you may know, the Wet Zone is currently operating with some features temporarily offline due to equipment issues and we're using this as an opportunity to invite the community out at a discount. It's summer, and the Wet Zone is open. We're offering $3 off regular admission through June 7th. Come on out and enjoy the water while our team works to get everything back to full capacity.

Mayor Winget introduced the Featured Pet, Rocky, this sweet boy is worth featuring again. Rocky is a 5-year-old, 55-pound dog with a calm and reserved personality. He's one of the easiest dogs to manage at the shelter and is happy relaxing nearby without needing constant attention. Rocky enjoys walks and is potty trained. He is looking for a home where he can be the only animal and would do best in a home with older children. What Rocky really wants is a family of his own, a comfy place to rest, and someone to love him unconditionally. Over a year in a shelter, 476 days to be exact, is a long time. A long time without a couch, backyard, or a person to call his own. We know Rocky's perfect match is out there, we just need help finding them! Please share his story and help us give our longest resident the happy ending he's been waiting for. If you're interested

in meeting Rocky, 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.

3. CITIZENS INPUT

1. Darrell Test, Rowlett – Spoke regarding the Take Line maintenance. His property backs up to the take line area. He stated City Employees told him that City Council instructed them to only clear out the creek areas. There are tree branches hanging over his property from adjacent properties.
2. Alison Felderholf, Rowlett – Spoke against DART. Everyone deserves access to resources; she is not against the homeless. She requested DART provide fair enforcement of verifying payment of fares. They should have DART police at the Rowlett and Garland rail stations.
3. Dave Holl, Rowlett – Spoke regarding Park CIP. City Council asked the Parks Advisory Board to provide input on Park CIP Projects. The Parks Board is currently evaluating all the city parks. The Parks Board should be directed to use the Park Evaluation used by the City of Carrollton.
4. Mark Taschek, Rowlett - Spoke regarding street repairs along Heritage Parkway and Scenic Drive. They are lined with potholes.
5. Dan Houpt, Rowlett – Rowlett Rides was well run. The downtown lights are still not working properly. If the City is incapable of making them work, then take them down. Complained about the City medians not being maintained properly. The theme for Rowlett is that the City cannot maintain its assets. The citizens will never accept a city building in Herfurth Park.
6. Denise Eljoohi, Rowlett – Spoke regarding the accessory building at 6602 Warwick Drive. This needs to be resolved. This is not a civil dispute. City Council passed ORD 10-25 for this building. Requested that this item be put on the next agenda and direct the City Attorney to repeal ORD 10-25.
7. Hasan Eljoohi, Rowlett – He has faith in the new City Council and the new City Manager to do the right thing about 6602 Warwick that is illegal. It was built without a permit.

4. CONSENT AGENDA

Agenda items 4A and 4B were removed from the Consent Agenda to be considered individually.

4A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): May 13, 2026, City Council Special Meeting, May 14, 2026, City Council Special Meeting, May 18, 2026, City Council Work Session, and May 19, 2026, City Council Meeting.

Deputy Mayor Pro Tem Bowers III stated Mayor Pro Tem needed to be changed to Deputy Mayor Pro Tem on agenda item 5E on May 19, 2026, City Council meeting minutes. The minutes have been corrected.

A motion was made by Councilmember Holston, seconded by Deputy Mayor Pro Tem Bowers III, to approve the minutes as amended. **Motion passed 7-0.**

4B. Consider action approving the purchase and installation of a Biological and Vapor-Phase Odor Control Program.

Consider action to adopt a resolution authorizing the purchase and installation of a Biological and Vapor-Phase Odor Control Program from In-Pipe Technology Company, Inc., a sole source vendor, for a total price not to exceed $140,000.00; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

Munal Mauladad, Interim Assistant City Manager, presented this item. Historically there have been reports of odor concerns in the City for over a decade. Most recently, multiple reports of odor from the Liberty Grove Area, Rowlett Road, and Hwy 66 have been logged. To mitigate these odors a citywide odor abatement program has been created to monitor, identify, and mitigate areas affected by Hydrogen Sulfide emanating from our wastewater system has been initiated. The Rowlett Road Lift Station receives flow from multiple lift stations, resulting in longer wastewater retention times and increased anaerobic conditions that contribute to H_2S generation.

This item is for the purchase of an Advanced Oxidation Process (AOP) unit, designed to oxidize and remove H_2S gas that has already entered the vapor phase. The AOP oxidation system captures and oxidizes any odor compounds present in the lift station headspace prior to atmospheric discharge. Together, the upstream biological treatment program and the AOP oxidation system provide a comprehensive odor control solution for the City of Rowlett. The inherent nature of the system is dependent largely on the Westside and Rowlett Road lift stations. The funding will come from the Preventative Maintenance account.

Councilmember Holston asked if this has been used in other areas and if other cities are using this program. Gary Enna, Interim Public Works Director, stated that other cities are successfully using this program.

A motion was made by Councilmember Holston, seconded by Deputy Mayor Pro Tem Bowers III, to adopt the resolution authorizing the purchase and installation.

This item was approved as RES-26-06-47R

4C. Consider action approving a Letter of Credit Agreement with Coyle Lakes LLC.

Consider action to adopt a resolution authorizing the Mayor to execute a Letter of Credit Agreement between the City of Rowlett, Texas, and Coyle Lakes LLC in the amount of $161,405 for Phase I and $142,047 for Phase II as financial guaranty to secure the installation of landscape improvements to serve Coyle Estates, an approximately 11-acre residential subdivision located north of Main Street and south of Edgewater Drive.

This item was approved on the Consent Agenda as RES-26-06-48R

4D. Consider action approving Amendment No. 2 to the Professional Services Agreement with Hoefer Welker, LLC.

Consider action to approve a resolution authorizing Amendment No. 2 to the Professional Services Agreement with Hoefer Welker, LLC, to evaluate alternative sites and development options for the new Municipal Complex: City Hall, Public Safety Administration, and Animal Services buildings, in an amount not to exceed $187,000; authorizing the Interim City Manager or his designee to execute the Amendment and all necessary and related documents; and providing an effective date.

This item was approved on the Consent Agenda as RES-26-06-49R.

A motion was made by Mayor Pro Tem Britton, seconded by Deputy Mayor Pro Tem Bowers III, to approve the Consent Agenda as read. **Motion passed 7-0.**

5. Executive Session

5A. The City Council shall convene into closed, executive session pursuant to Texas Government Code §551.072 (Deliberation regarding Real Property) to deliberate the purchase, exchange, lease, or value of real property located within the city limits of Rowlett, Texas.

5B. The City Council shall convene into closed, executive session pursuant to Texas Government Code, §551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.

Mayor Winget adjourned the meeting into Executive Session at 7:38 pm.

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

Mayor Winget reconvened the meeting at 8:58 pm.

The City Council concluded its executive session with no action taken.

Mayor Winget provided a brief update. Over the past several months, there have been a number of difficult conversations about decisions made by the City, how those decisions were communicated, and the role various individuals played in that process. We recognize that, in moments like this, there can sometimes be a perception that certain members of staff or contracted professionals are responsible by association for decisions that were ultimately made by others.

Tonight's discussion helped clarify a number of concerns that had been raised by both former and current members of the City Council. After that discussion, the Council is determined to continue our working relationship with Victoria as our City Attorney. We expect the City of Rowlett to receive exceptional legal service, including honest and thorough opinions that enable responsible decision-making, and believe Victoria delivers on that expectation.

Let me also be clear about the broader responsibility before us. The role of this City Council, especially in light of the past several months, is to restore public trust. That requires accountability where accountability is needed. It also requires fairness, discipline, and the willingness to distinguish between concerns about process, concerns about past management decisions, and the professional role of those who advise the City.

Our City Attorney's role is to provide legal guidance so that the City Council, City Manager, and City staff can make decisions that are legally sound and in the best interest of Rowlett. Just as this Council is committed to partnering constructively with our City Manager, our staff, our residents, our businesses, and our community partners, we are also committed to working constructively with

our City Attorney to improve transparency, strengthen communication, and continue making decisions that serve the long-term interests of this city.

As part of this review, Council also discussed the option of hiring a dedicated in-house City Attorney for the City of Rowlett. That question was worth asking. Part of responsible governance is reviewing options, understanding costs, and determining whether a different model would better serve the community.

In researching that possibility, Council learned that the cost of an in-house model goes well beyond the salary of one individual. It would also include additional staffing needs, software and legal research tools, office space, supplies, and other operational costs necessary to support that function.

Based on the information provided by staff, the estimated cost of moving to a dedicated in-house City Attorney model would be approximately $1 million annually. By comparison, the City is currently on track to spend approximately $300,000 in legal expenses this year. That is a significant difference, and Council does not believe that level of additional expense is justified at this time. As stewards of taxpayer dollars, this further reinforces that decision.

We also reviewed how Rowlett compares to other cities. Rowlett has a population of approximately 70,000. The smallest city identified with a dedicated in-house City Attorney was Carrollton, with a population of approximately 134,000. That does not mean the model is wrong for every city, but it does help put the question in context. For a city of Rowlett's size, current needs, and current legal spending, Council does not believe moving to a dedicated in-house City Attorney model is the right step at this time.

Our focus remains on stability, accountability, transparency, and rebuilding trust. That work does not happen through one meeting or one decision. It happens through measured steps, clear expectations, and a continued commitment to doing the work in a way that is fair, thoughtful, and in the best interest of Rowlett.

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.

Deputy Mayor Pro Tem Bowers III requested the creation of the 75th anniversary task force, Mayor Pro Tem Britton seconded the request. Councilmember Gibbs requested an update on the Safe Haven baby box, Mayor Winget seconded the request.

7. ADJOURNMENT

Mayor Winget adjourned the meeting at 9:01 pm.

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 4.B.

Title

Consider action approving the award of a contract for CDBG Alley Reconstruction for Lakecrest Two Addition.

Consider action to adopt a resolution authorizing the award of a contract for Bid No. 2026-68-B CDBG Alley Reconstruction – Lakecrest Two Addition (Meadowlark Lane, Egret Court, Red Wing Court), to DFW Concrete Pros, LLC, for a price not to exceed $349,118.70 ($317,380.64 with a ten percent (10%) contingency amount of $31,738.06); authorizing the Mayor or his designee to execute the contract and all necessary and related documents; and providing an effective date.

Staff Representative
Deepa Modi, Asst. Director of PW/City Engineer
Beena Jacob, CIP Manager

Executive Summary

The purpose of this item is to award a contract to DFW Concrete Pros, LLC for the reconstruction of CDBG Alley Reconstruction - Lakecrest Two Addition which is one of the alleys on the Top 100 Alley Reconstruction Projects roster and is eligible for CDBG funding support.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
Invest in Transportation & Infrastructure	6.1 Systematically manage the Capital Improvement Program. 6.2 Upgrade residential streets, alleys, drainage ways, and utility systems.

Background Information
There are approximately 105 miles of alleys in the City of Rowlett, which is subject to increase as the City continues building out. Using an initial condition assessment, the City has developed a Top 100 roster to help prioritize alley reconstruction. To bring this into perspective, approximately 39% (41 lane miles) of the City's alleys are beyond the state of repair and need to be reconstructed. Estimated reconstruction costs for these

alleys are over $74.2 million. Therefore, the City allocates funds yearly in the Capital Improvement Plan (CIP) for alley reconstruction.

Funding for alley reconstruction work comes from a combination of voter-approved bond proceeds and the annual capital maintenance budget. Some alleys in the city are eligible for the CDBG, which is federal funding from the Department of Housing and Urban Development (HUD). The alleys in Lakecrest Two Addition (Meadowlark Lane, Egret Court, Red Wing Court) are CDBG-eligible alleys. Specific funding details associated with this project are provided in Table 1 below.

Neel-Schaffer, Inc. performed the engineering design work associated with this alley and provided a construction cost estimate for the base bid of $592,272.31 with an add alternate of $30,800.00. The purpose of the add alternate is to install a root barrier system should it be necessary. However, the low bid for the base bid and add alternate came in at $317,380.64, which is approximately $305,691.67 less than the engineer's estimate for this project.

Discussion

A 'Notice to Bidders' was published in the Dallas Morning News and on the City's website on April 24, 2026, and May 1, 2026. A non-mandatory Pre-Bid Meeting was held on May 5, 2026. Sealed bids were received in the purchasing office until 2:00 PM on May 13, 2026. The sealed bids were publicly opened and read aloud in the Annex Building Conference Room, 4004 Main Street, Rowlett, Texas, in accordance with the Texas Local Government Code.

Nine (9) firms submitted itemized bids to reconstruct approximately 1,655 linear feet (LF) of the specified alley, which is represented in Figure 1. The nine (9) bids ranged in price from $312,800.68 to $546,316.00, which are included in Attachment 1. DFW Concrete Pros, LLC submitted the lowest qualified base bid at a total price of $312,800.68. Evaluation of the DFW Concrete Pros, LLC bid resulted in the following conclusions:

1. City staff determined that the DFW Concrete Pros, LLC's bid conforms with all project requirements and specifications.

2. City staff determined that DFW Concrete Pros, LLC 's financial statements reflect financial stability and a capacity to deliver the project.

3. As the design engineer for these alleys, Neel-Schaffer, Inc. evaluated the bids and recommended awarding the project to DFW Concrete Pros, LLC. Neel-Schaffer, Inc's recommendation is included in Attachment 1.

Alley Reconstruction project limits are illustrated in Figure 1.

Lakecrest Two Addition (Meadowlark Lane, Egret Court, Red Wing Court) are CDBG-eligible alleys. The proposed construction timeframe for substantial completion of the

alley project is 120 calendar days from the date of Notice to Proceed.

Figure 1. Lakecrest Two Addition

Financial/Budget Implications

CDBG Alley Reconstruction – Lakecrest Two Addition (Meadowlark Lane, Egret Court, Red Wing Court) is one of the projects selected to receive $382,903.18 in CDBG funding for FY2025. Table 1 below outlines the available balance for the CDBG alley reconstruction projects.

Budget Account Number and/or Project Code	Account or Project Title	Available Budget	Proposed Amount	Remaining Balance
ST2122	CDBG – Lakecrest Alley Reconstruction Projects	$382,903.18	$349,118.70	$33,784.48
	Total	**$382,903.18**	**$349,118.70**	**$33,784.48**

Recommended Action

Move to approve a resolution authorizing the award of a contract for Bid No. 2026-68-B CDBG Alley Reconstruction - Lakecrest Two Addition for a price not to exceed $349,118.70 ($317,380.64 with a ten percent (10%) contingency amount of $31,738.06); 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 THE CONTRACT FOR RFP NO. 2026-68-B FOR CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION (MEADOWLARK LANE, EGRET COURT, RED WING COURT) TO DFW CONCRETE PROS, LLC FOR A TOTAL PRICE NOT TO EXCEED $349,118.70 ($317,380.64 AND A TEN PERCENT CONTINGENCY AMOUNT OF $31,738.06); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CONTRACT AND ALL RELATED AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a notice to bidders was published in the Dallas Morning News and on the City's website on April 24, 2026 for RFP No. 2026-68-B regarding CDBG Alley Reconstruction – Lakecrest Two Addition (Meadowlark Lane, Egret Court, Red Wing Court); and

WHEREAS, the lowest responsive and responsible bidder was DFW Concrete Pros, LLC with a bid (base bid plus alternate 1) of $317,380.63; and

WHEREAS, the City Council finds it to serve the health, safety and general welfare to approve and award the contract for RFP NO. 2026-68-B to DFW Concrete Pros, LLC;

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

SECTION 1. The contract for RFP No. 2026-68-B, attached hereto and incorporated herein by this reference as Exhibit "A," for CDBG Alley Reconstruction – Lakecrest Two Addition (Meadowlark Lane, Egret Court, Red Wing Court) is hereby approved and awarded to DFW Concrete Pros, LLC for a total contract price not to exceed $349,118.70, comprised of a bid amount of $317,380.64 (total base bid plus total alternate 1 bid) and a ten percent (10%) contingency amount of $31,738.06.

SECTION 2. The Mayor or his designee is hereby authorized to execute the contract awarded herein, in substantially the form of Exhibit "A," and any other necessary and related documents.

SECTION 3. This resolution shall take effect immediately upon its passage.

Attachments

1. Attachment 1
2. Exhibit A - 2026-68-B Contract Documents and Specifications - for execution

	CITY OF ROWLETT **BID TABULATION SUMMARY**
Solicitation No.	**2026-68-B**
Solicitation Title	**CDBG Alley Reconstruction - Lakecrest Two Addition**
Solicitation Due Date:	5/13/2026 at 2:00pm

Responding Contractor	Total Base Bid	Total Alternate 1	Total Base + Alt 1
DFW Concrete Pros, LLC	$ 312,800.68	$ 4,579.96	$317,380.64
KadriBros L.L.C. dba Jazry	$ 412,381.60	$ 11,303.60	$423,685.20
Cam-Crete Contracting Inc.	$ 427,613.00	$ 8,624.00	$436,237.00
Tejas Cutters, LLC	$ 479,983.54	$ 18,480.00	$498,463.54
Texas Civil Construction, LLC	$ 449,862.00	$ 49,280.00	$499,142.00
JR West Texas Concrete LLC	$ 516,275.00	$ 7,700.00	$523,975.00
Jim Bowman Construction Co., L.P.	$ 523,832.00	$ 14,630.00	$538,462.00
HQS Construction, LLC	$ 538,080.00	$ 17,556.00	$555,636.00
Jeske Construction Company	$ 546,316.00	$ 16,016.00	$562,332.00

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:	May 13, 2026

NEEL-SCHAFFER
Solutions you can build upon

Attachment 1

May 22, 2026

Ms. Beena Jacob
CIP Manager
5702 Rowlett Road
Rowlett, TX 75089

Subject: Bid No. 2026-68-B CDBG Alley Reconstruction – Lakecrest Two Addition

Dear Ms. Jacob,

On Wednesday, May 13th , 2026, at 2:30 PM, nine sealed bids were received and opened for the above-mentioned project. The Neel Schaffer, Inc. opinion of probable construction cost for this project was base bid $592,272.31 and Total base + Alt 1 $654,300.00. The table below summarizes the bids.

Bidder/Contractor	Base Bid Total	Total Base + Alt 1
DFW Concrete Pros, LLC	$312,800.68	$317,380.64
KadriBros L.L.C. dba Jazry	$412,381.60	$423,685.20
Cam-Crete Contracting Inc.	$427,613.00	$436,237.00
Tejas Cutters, LLC	$479,983.54	$498,463.54
Texas Civil Construction, LLC	$449,862.00	$499,142.00
JR West Texas Concrete LLC	$516,275.00	$523,975.00
Jim Bowman Construction Co., L.P.	$523,832.00	$538,462.00
HQS Construction, LLC	$538,080.00	$555,636.00
Jeske Construction Company	$546,316.00	$562,332.00

Neel-Schaffer, Inc. carefully reviewed the bid tabulation completed by the City for correctness. All bids were responsive, and DFW Concrete Pros, LLC was the low bidder.

Neel-Schaffer has never worked with DFW Concrete Pros, LLC, before but, after speaking with their listed references, it appears they have a great reputation with past and current clients, including the City of Roanoke.

Additionally, the City has informed me that DFW Concrete Pros, LLC is registered to do business in Texas and does not appear on the Texas debarred vendor list or the federal exclusion list. They also informed me that a review of their financials was completed by the City, and DFW Concrete Pros, LLC meets the necessary requirements for the award of the contract for the 2026-68-B CDBG Alley Reconstruction – Lakecrest Two Addition.

If you have any questions, please do not hesitate to call.

Sincerely,

Tommy J. Foster P.E.

Tommy Foster, P.E.
Neel Schaffer, Inc.
Project Manager

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION

BID NO. 2026-68-B

CIP No. ST2122

Prepared by:

NEEL-SCHAFFER

TBPELS firm No. F-2697

STATE OF TEXAS
TOMMY J. FOSTER
118537
LICENSED
PROFESSIONAL ENGINEER

04-21-2026

Tommy J. Foster P.E.

Neel-Schaffer, Inc.
2501 Ave J, Suite 120
Arlington, TX 76006

Table of Contents

SECTION 1 ADVERTISEMENT 4

SECTION 2 NOTICE TO BIDDERS 6

SECTION 3 INSTRUCTIONS TO BIDDERS 8

SECTION 4 STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS 10

SECTION 5 ADDITIONAL CONDITIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS 19

SECTION 6 CDBG APPLICABLE LAWS AND FEDERAL REGULATIONS 25
- HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 26
- REQUIRED COMPLIANCE REQUIREMENTS 26
- FEDERAL CONTRACTOR CERTIFCATION FORM 27
- LIST OF REQUIRED ATTACHMENTS 39
  - ATTACHMENT A: FORM HUD-4010 (10/2023) REF HANDBOOK 1344.1 40
  - ATTACHMENT B: GENERAL WAGE DECISION AND PREVAILING WAGES 50
  - ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH 59
  - ATTACHMENT D: DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION 61

SECTION 7 BID FORMS 62
- BID FORM 63
- BID CERTIFICATION FORM 65
- BID NO. 2026-68-B 65
- SUBCONTRACTOR FORM 67
- BID BOND 68

SECTION 8 INSURANCE REQUIREMENTS AND BOND FORMS 70
- INSURANCE REQUIREMENTS 71
- WORKERS' COMPENSATION INSURANCE COVERAGE 75
- PERFORMANCE BOND 78
- PAYMENT BOND 81
- MAINTENANCE BOND 84

SECTION 9 EQUAL OPPORTUNITY EMPLOYMENT PROVISIONS 87

SECTION 10 CONSTRUCTION CONTRACT 91

SECTION 11 NCTCOG STANDARD AND SPECIAL CONDITIONS 118
- NCTCOG STANDARD SPECIFICATIONS AND SPECIAL CONDITIONS 119
- SPECIAL CONDITIONS 120
- SC.01 GENERAL 120
- SC.02 LOCATION OF PROJECT 120
- SC.03 SCOPE OF WORK 120
- SC.04 DISQUALIFICATION OF BIDDERS 120

SECTION 12 MEASUREMENT AND PAYMENT 121

SECTION 13 TECHNICAL SPECIFICATIONS 123

SECTION 1 ADVERTISEMENT

Legal Advertisement

City of Rowlett
Notice to Bidders

The City of Rowlett is accepting sealed bids for **BID NO. 2026-68-B CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION.** 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 Wednesday, May 13th, 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: 246 552 602 737 37
Passcode: Ek7tM6co
Link: https://teams.microsoft.com/meet/24655260273737?p=JPjDM9buW9c0uD47S6

A non-mandatory pre-bid meeting will be held online on May 5, 2026, at 10:00 A.M. (CT) as follows:

Meeting ID: 296 292 409 222 76
Passcode: hZ2rw7zt
Link: https://teams.microsoft.com/meet/29629240922276?p=2cA18fOIkmwGkawJEE

This project is being funded with federal Community Development Block Grant funds provided to the City of Rowlett from the U.S. Department of Housing and Urban Development.

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: 4/24/2026 and 5/1/2026
Bid Number 2026-68-B

SECTION 2 NOTICE TO BIDDERS

NOTICE TO BIDDERS

The City of Rowlett ("City") is accepting competitive sealed bids for **BID NO. 2026-68-B CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION.** 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, May 13th, 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:	246 552 602 737 37
Passcode:	Ek7tM6co
Link:	https://teams.microsoft.com/meet/24655260273737?p=JPjDM9buW9c0uD47S6

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the re-construction of **approximately a total of 1800 LF between 5 sections. The sections are described as Egret Court; Red Wing Court; Meadowlark Lane; Red Wing Ct (East); and Egret Ct (East). The project will consist of construction of the City's standard 10ft alley section.**

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 15 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 regard 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, May 6,**

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, May 13, 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. 2026-68-B CDBG ALLEY RECONSTRUCTION _ LAKECREST TWO ADDITION**. 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, May 13, 2026 @ 2:30pm.** To participate in the bid opening, please use the following:

   Meeting ID: 246 552 602 737 37
   Passcode: Ek7tM6co
   Link: https://teams.microsoft.com/meet/24655260273737?p=JPjDM9buW9c0uD47S6

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 regard 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 6, 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, May 5, 2026.** Attendance is optional. To participate in the pre-bid meeting, please use the following:

    Meeting ID: 296 292 409 222 76
    Passcode: hZ2rw7zt
    Link: https://teams.microsoft.com/meet/29629240922276?p=2cA18fOIkmwGkawJEE

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

Last Updated: 7/10/2023 *City of Rowlett Geographic Information Systems Division*

SECTION 6 CDBG APPLICABLE LAWS AND FEDERAL REGULATIONS

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
REQUIRED COMPLIANCE REQUIREMENTS

Applicable Federal, State, and Local Requirements - This project is being funded with federal Community Development Block Grant funds provided to the City of Rowlett from the U.S. Department of Housing and Urban Development. Contractor's attention is especially directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over 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. These requirements are available at http://www.dol.gov and http://www.hud.gov.

This Section 6 is incorporated by this reference into the resulting Contract between the awarded Contractor and the City. To the extent of any conflict between the contract clauses set forth in this Exhibit and other provisions set forth in the Contract, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the Contract.

Contractor acknowledges that this Contract is funded entirely or in part by CDBG funds. The Contractor is responsible for ensuring its compliance with all applicable federal law, regulations, requirements, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- ✓ *The Housing and Community Development Act of 1974, as Amended*; Sec. 110
- ✓ *Davis Bacon and Related Acts* (DBRA) [40 USC 276a] *and as supplemented in Department of Labor regulations* [29 CFR Part 5]
- ✓ *Contract Work Hours and Safety Standards Act* (CWHSSA) [40 USC 327-334]
- ✓ *Copeland Act* (Anti-KickBack Act) [18 USC 874 and 40 USC 276C] and [29 CFR Part 3]
- ✓ *Fair Labor Standards Act of 1938* (FLSA), as Amended [20 USC 201, et seq.]
- ✓ *Environmental Regulations at 24 CFR 50.4, 58.5, and 58.6*
- ✓ *HUD Handbook 1344.1 Rev. 1* – Federal Labor Standards Compliance in Housing and Community Development Program
- ✓ *Section 3 of the Housing and Urban Development Act of 1968, as Amended* [12 USC 1701u] and [24 CFR part 135]
- ✓ *Equal Employment Opportunity, Executive Order 11246, as Amended, and as supplemented in Department of Labor regulations* [41 CFR Chapter 60]
- ✓ *Title VI of the Civil Rights Act of 1964, as Amended* [42 USC 2000d]
- ✓ *Conflict of Interest* [24 CFR, Part 570.611]
- ✓ *Build America, Buy America Act of 2021*

FEDERAL CONTRACTOR CERTIFCATION FORM

For each of the items below, Contractor shall certify Contractor's agreement and ability to comply, where applicable, by having Contractor's authorized representative initial the applicable term and condition.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below.

This Form must be completed and returned with the Contractor's response to this procurement request.

Company Name:	DFW Concrete Pros LLC
Address:	18061 Cindy ln, Justin Tx. 76247
Phone:	(817) 674 9969
Email:	shannon@dfwconcretepros.com
Printed Name and Title of Authorized Representative:	Isabella Lianoz / Asst. Project Manager
Signature of Authorized Representative:	
Date:	05/12/2026

Initials of Authorized Representative	Compliance Requirement
	NON-COLLUSION AFFIDAVIT
	By submission of a quote, bid, qualifications, or proposal, the Contractor certifies that:
IL	a. The quote, bid, qualifications, or proposal has been independently arrived at without collusion with any other Contractor or with any other competitor;
IL	b. This quote, bid, qualifications, or proposal has not knowingly disclosed and will not be knowingly disclosed, to any other Contractor or competitor or potential competitor, prior to the opening of the quote, bid, qualifications, or proposal for this project.
IL	c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a quote, bid, qualifications, or proposal.
IL	d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Contractor as well as to any other person signing in his behalf.
	CERTAIN DEBTS OR DELINQUENCIES CERTIFICATION
	As required by Texas Government Code §2252.903 Contracting with Persons who have Certain Debts or Delinquencies, Contractor's authorized agent certifies that it is not currently delinquent in payment of any student loan, child support obligation, or tax, to include franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. *Please indicate your status below by placing an X in the appropriate box*: ☐ The corporation or person is neither in debt nor delinquent in payment of any of the above and is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

☒ The corporation or person is subject to Texas franchise tax and is neither in debt nor delinquent in payment of any of the above. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation or person.

☐ I hereby certify that there is delinquent Texas franchise tax pending against the corporation or person.

☐ I hereby certify that the corporation or person is in debt or delinquent in payment of either a student loan, child support, or tax obligation owed to this state (other than Texas franchise tax).

COMPLIANCE WITH ANTITRUST LAWS (TEXAS GOVERNMENT CODE (2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

a. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed above;

b. In connection with this solicitation, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;

c. In connection with this solicitation, neither I nor any representative of the Company have violated any federal antitrust law; and

d. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this solicitation to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

CERTIFICATION REGARDING BOYCOTTING ISRAEL

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant Texas Government Code, Chapter 2271, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Effective September 1, 2017, Texas Government Code, Chapter 2252, Subchapter F, provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under Subchapter F.)

I, the authorized representative of Contractor, do hereby certify and verify that Contractor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization

	designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
CERTIFICATION REGARDING CONTRACTING INFORMATION	
	If Contractor is not a governmental body and (a) the agreement with the City has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City; or (b) the agreement with the City results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a fiscal year of the City, the following certification shall apply; otherwise, this certification is not required. As required by Texas Government Code §552.374(b), the following statement is included in the solicitation and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and Agreement and the contractor or Contractor agrees that the contract can be terminated if the contractor or Contractor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Contractor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement; (2) promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the Contractor on request of the City; and (3) on completion of the Agreement, either (a) provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of Contractor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the City.
CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES	
	If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Texas Government Code, Ch. 2274 of SB 13 (87th session), Contractor hereby certifies and verifies that Contractor, or any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Texas Government Code §809.001(1).
CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES	
	If (a) Contractor is not a sole proprietorship; (b) Contractor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Texas Government Code § 2274.003 of SB 19 (87th leg.); and (e) the City has determined that Contractor is not a sole source provider or the City has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Texas Government Code Ch. 2274 of SB 19 (87th session), Contractor hereby certifies and verifies that

Contractor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, 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 this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Texas Government Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Texas Government Code § 2274.001(3) of SB 19.

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

The City is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Contractor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the City for product warranty and support purposes. Contractor certifies that neither it nor its parent company nor any affiliate of Contractor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Texas Government Code § 2274.0101(2) of SB 1226 (87th leg.). Contractor verifies and certifies that Contractor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968

(b) The Work to be performed under this Contract is part of a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the

project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

(c) The parties to this Contract agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. The parties certify that they are under no impediment that would prevent them from complying with these requirements.

(d) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The Contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

(e) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(f) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

(g) Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.

(h) With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Work to be performed under this Contract. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS, 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by the City for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order (PO), the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between the City and Contractor in all situations where Contractor has been paid or will be paid with federal funds:

a. Contractor Violation or Breach of Contract Terms for Contracts Exceeding Simplified Acquisition Threshold

Contracts for more than the Simplified Acquisition Threshold currently set at $250,000, (2 CFR §200.320) which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contractor shall agree to the following provision as well as any additional term and conditions in any solicitation or purchase order.

"This Contract may be terminated by the City in the event of breach of this Contract by Contractor. A breach occurs when Contractor fails to perform its obligations under this Contract or fails to comply with the terms of this Contract. In the event of a breach, the City shall provide the Contractor with written notice of such breach setting forth the basis for such claim of breach. Contractor shall have ten business (10) days from the receipt of the notice of breach to cure such breach. If Contractor fails to cure the breach within ten business (10) days of receipt of the notice, the City shall have the right to terminate Contract immediately and pursue any remedies available under law for breach of Contract. In the event, the Services under this Contract must be completed by a certain date, the Contractor is required to provide immediate notice at such time it has knowledge that it will be unable to perform the Services within the time required."

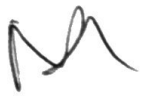
The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a quote or proposal, you agree to these Contractor violation and breach of contract terms.

b. Termination for Cause or Convenience for Contracts Exceeding $10,000

For any City purchases or contracts in excess of $10,000 made using federal funds, Contractor agrees that the following terms and conditions shall apply:

The City reserves the right to immediately terminate any agreement in excess of $10,000 resulting from the procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: 1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; 2) make any payments owed; or 3) otherwise perform in accordance with the procurement solicitation, contract, and/or a purchase order. The City also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City. Any award under the procurement process is not exclusive and the City

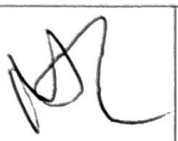
	reserves the right to purchase goods and services from other Contractors when it is in the best interest of the City.
c. Equal Employment Opportunity	
	Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Contractor agrees that it shall comply with such provision.
d. Davis-Bacon and Related Acts (DBRA)	
	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000, Contractor shall comply with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor agrees that for any purchase to which this requirement applies, the award is conditioned upon Contractor's acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Contractor further agrees that it shall comply with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.
e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)	
	Where applicable, all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

	mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
f. Clean Air Act and Federal Water Pollution Control Act	
	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Where applicable, all contracts awarded by the City in excess of $150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
g. Debarment and Suspension	
	Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies that Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the City if later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
h. Byrd Anti-Lobbying Amendment	
	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Pursuant to Federal Rule (i) above, when federal funds are expended by the City, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the City resulting from this procurement process, the Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or

	modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL, "Disclosure Form to Report Lobbying",** in accordance with its instructions. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
i. Procurement of Recovered Materials	
	Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
j. Profit as a Separate Element of Price	
	For purchases using federal funds in excess of the Simplified Acquisition Threshold, currently at $250,000, the City may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required, Contractor agrees to provide information and negotiate with the City regarding profit as a separate element of the price for a particular purchase.
k. Access to Records	
	Contractor agrees that the City, Inspector General, Department of Homeland Security, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Contractor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion relating to such documents. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the HUD Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
l. Record Retention Requirements	
	When federal funds are expended by the City for any contract resulting from this

	procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of five (5) years after the City's submittal of final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
m. EPA Regulations	
	When federal funds are expended by the City for any contract in excess of $100,000 resulting from this procurement process, Contractor shall comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.
n. Energy Policy and Conservation Act	
	When federal funds are expended by the City for any contract resulting from this procurement process, Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
o. Domestic Preferences for Procurement and Build America, Buy America Act Provisions	
	The Build America, Buy America Act (BABA), part of the 2021 Infrastructure Investment and Jobs Act, requires that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects are produced in the United States. It aims to strengthen domestic supply chains, boost manufacturing, and create jobs. Contractor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (purchases that are made with non-federal funds or grants are excluded from the Build America, Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Act. Purchases must still follow the applicable procurement rules calling for free and open competition. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non- ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
p. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	
	The City, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital

	Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR §200.216. The Contractor certifies that Contractor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.
q. Never Contract with the Enemy	
	When federal funds are expended by the City for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the City will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The Contractor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The City has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.
r. Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds	
	When federal funds are expended by the City, Contractor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
s. Certification of Equal Employment Statement	
	It is the policy of the City not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Contractor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring nondiscrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS	
	Contractor is responsible for ensuring that its subcontractors, regardless of tier,

	perform in accordance with the terms, conditions and specifications of the Contract including all applicable federal laws, regulations, requirements, executive orders, policies, procedures and directives. Upon the request of the City, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the above requirements, as well as evidence of the steps it has taken to ensure subcontractor compliance.

LIST OF REQUIRED ATTACHMENTS

Attachment	Document
A	Form HUD-4010 (10/2023) ref Handbook 1344.1
B	General Wage Decision and Prevailing Wages
C	System for Award Management (SAM.Gov) Record Search
D	Disclosure of Lobbying Activities

ATTACHMENT A: FORM HUD-4010 (10/2023) REF HANDBOOK 1344.1

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. **Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. **Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

   i. **Withholding requirements**

   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

   ii. **Priority to withheld funds**

   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   B. A contracting agency for its reprocurement costs;
   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   D. A contractor's assignee(s);
   E. A contractor's successor(s); or
   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

   i. **Basic record requirements**

   A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

   B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

   C. **Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

   i. **Apprentices**

      A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

      B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

      C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

      D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

   ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. **Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
B. A contracting agency for its reprocurement costs;
C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
D. A contractor's assignee(s);
E. A contractor's successor(s); or
F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT B: GENERAL WAGE DECISION AND PREVAILING WAGES

General Wage Decision – The City of Rowlett has included a General Wage Decision from the U.S. Department of Labor (DOL). The City will contact the DOL ten calendar days prior to the bid opening to determine if the General Wage Decision included in this bid packet is still current. This will allow for ample time for an addendum to this bid packet if the general wage decision has expired or been superseded.

If an addendum to the bid package is necessary, it shall be distributed to each potential bidder. The distribution shall be verified by statements of receipt.

Contractor should develop their pricing in consideration of compliance with the wage decision included in this section.

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.

"General Decision Number: TX20260294 01/02/2026

Superseded General Decision Number: TX20250294

State: Texas

Construction Type: Highway

Counties: Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SATX2025-007 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 24.40	0.00
Asphalt Paving Machine Operator	$ 22.52	0.00
Asphalt Raker	$ 19.87	0.00
Broom or Sweeper Operator	$ 18.01	0.00
Concrete Finisher, Paving and Structures	$ 22.48	0.00
Concrete Pavement Finishing Machine Operator	$ 24.07	0.00
Concrete Saw Operator	$ 20.34	0.00
Crane Operator, Hydraulic 80 tons or less	$ 31.32	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 29.90	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 33.55	0.00
Crawler Tractor Operator	$ 24.06	0.00
Electrician	$ 36.10	0.00
Excavator Operator, 50,000 pounds or less	$ 25.08	0.00
Excavator Operator, Over 50,000 pounds	$ 25.34	0.00
Flagger	$ 14.80	0.00
Form Builder/Setter, Structures	$ 22.50	0.00

Form Setter, Paving & Curb	$ 20.89	0.00
Foundation Drill Operator, Crawler Mounted	$ 29.25	0.00
Foundation Drill Operator, Truck Mounted	$ 29.86	0.00
Front End Loader Operator, 3 CY or Less	$ 20.93	0.00
Front End Loader Operator, Over 3 CY	$ 22.56	0.00
Laborer, Common	$ 18.01	0.00
Laborer, Utility	$ 19.32	0.00
Loader/Backhoe Operator	$ 23.22	0.00
Mechanic	$ 27.44	0.00
Milling Machine Operator	$ 20.94	0.00
Motor Grader Operator, Fine Grade	$ 27.09	0.00
Motor Grader Operator, Rough	$ 24.90	0.00
Off Road Hauler	$ 23.70	0.00
Pavement Marking Machine Operator	$ 22.35	0.00
Pipelayer	$ 22.46	0.00
Reclaimer/Pulverizer Operator	$ 22.17	0.00
Reinforcing Steel Worker	$ 23.50	0.00
Roller Operator, Asphalt	$ 20.35	0.00
Roller Operator, Other	$ 18.60	0.00
Scraper Operator	$ 21.54	0.00
Servicer	$ 24.86	0.00
Sign Erector	$ 18.01	0.00
Small Slipform Machine Operator	$ 25.09	0.00
Spreader Box Operator	$ 23.59	0.00
Telecommunication Technician	$ 23.14	0.00
Truck Driver Lowboy Float	$ 25.57	0.00
Truck Driver, Single Axle	$ 20.60	0.00

Truck Driver, Single or Tandem Axle Dump Truck.....$ 22.64 0.00

Truck Driver, Tandem Axle Tractor with Semi Trailer…$23.22 0.00

Truck Driver, Transit-Mix..... $ 21.97 0.00

Welder..... $ 23.72 0.00

Work Zone Barricade Servicer.....$ 18.01 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION
"

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by HUD CDBG funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

Respondent must not be suspended or debarred at the time of the proposal response submittal. The proposal response package must include the following:

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined CDBG funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The City must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME: DFW Concrete Pros LLC			
STREET ADDRESS: 18061 Cindy In			
CITY: Justin	**STATE:** Texas	**ZIP:** 76247	
CONTACT NAME: Shannon Smurawa			
CONTACT EMAIL: shannon@dfwconcretepros.com		**CONTACT PHONE:** 940-923-1793	
***UEI #**		****TIN #**	88-3063063

APPLICABLE REGULATIONS: *"OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
IL	**We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.**
IL	**We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.**

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IL

SIGNATURE

Isabella Lianoz / Asst. Project Manager — 05/12/2026

PRINTED NAME & TITLE — **DATE**

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance	Yes [✓] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [✓] No [ ]	Note:
Verified By: January M. Calhoun	Yes [✓] No [ ]	Date: 6/4/2026

ATTACHMENT D: DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION

(To be submitted with each bid or offer exceeding $100,000)

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, DFW Concrete Pros LLC (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SIGNATURE	
NAME OF AUTHORIZED AGENT	Isabella Lianoz
TITLE OF AUTHORIZED AGENT	Asst. Project Manager
DATE	05/12/2026

SECTION 7 BID FORMS

BID FORM
BID NO. 2026-68-B
CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION

Item No.	Quantity	Units	Description	Unit Price	Extended Amount
1	1	LS	MOBILIZATION (5% Maximum)	$ 5,000.00	$ 5,000.00
2	1	LS	SWPPP Implementation, including Erosion and Sediment Control	$ 3,000.00	$ 3,000.00
3	1	LS	Traffic Control	$ 2,500.00	$ 2,500.00
4	1	LS	Site Prep - Clearing / Removing Brush / Trimming of Overhanging Trees	$ 1,500.00	$ 1,500.00
5	728	CY	Unclassified Alley Excavation	$ 32.50	$ 23,660.00
6	97	CY	Compacted Embankment	$ 35.00	$ 3,395.00
7	2820	SY	Full Depth Sawcut and Remove Existing Alley Pavement (including Existing Sidewalk & Driveway approaches as shown In plans)	$ 7.81	$ 22,024.20
8	2814	SY	6" Recycled Flex Base	$ 6.62	$ 18,628.68
9	2420	SY	8" Thick Concrete Alley Pavement	$ 71.22	$172,352.40
10	93	LF	6" Curb and Gutter	$ 30.67	$ 2,852.31
11	382	SY	Install 8" Thick, Alley Drive Approach	$ 86.27	$ 32,955.14
12	45	SY	Concrete Sidewalk, 4 ft wide (4" thickness, 3,500 PSI)	$ 61.19	$ 2,753.55
13	1009	SY	Block Sod (6" topsoil)	$ 11.60	$ 11,704.40
14	5	EA	Remove Tree (as needed and approved by City)	$ 1,000.00	$ 5,000.00
15	100	LF	Remove and Replace Fence (as needed and approved by City)	$ 48.00	$ 4,800.00
16	100	LF	Install 6" integral curb (as needed and approved by Engineer)	$ 6.75	$ 675.00
TOTAL BASE BID					$ 312,880.68

ADD ALTERNATE 1					
Item No.	**Quantity**	**Units**	**Description**	**Unit Price**	**Extended Amount**
A1	308	LF	Root Barrier System (as shown on plans)	$14.87	$ 4,579.96
TOTAL ADD ALTERNATE 1 & BASE BID					$317,380.64

BID CERTIFICATION FORM
BID NO. 2026-68-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: DFW Concrete Pros LLC

Tax ID Number: 88-3063063 Telephone No: (817) 674-9969

State of Formation: Texas Year of Formation: 2022

Address: 18061 Cindy ln, Justin Tx, 76247

Contact Name and Title: Shannon Smurawa / Director of Cutting and Couring

Contact Email Address: shannon@dfwconcretepros.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 X Initial IL 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 15 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:

Printed Name and Title of Authorized Representative: Isabella Lianoz / Asst. Project Manager

Date of Certification: 05/12/2026

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
Haul-off	ECC Trucking	1615 Dowdy Ferry Rd Dallas, Tx 75217	Yes

BID BOND

BID NO. 2026-68-B

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That we DFW Concrete Pros LLC hereinafter referred to as "Principal", and Employers Mutual Casualty Company, a corporation organized and existing under the laws of the State of Iowa, with its principal office in the City of Des Moines 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 5% of total amt bid Dollars ($ 5% of bid amount) (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 13th day of May, 20 26.

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

PRINCIPAL:

DFW Concrete Pros LLC
Company Name

By: _____
Signature

Mike Lionor
Printed Name

COO
Title

14375 Sam Reynolds Rd
Address

Justin, Texas 76247
City, State, Zip Code

Phone Number

ATTEST:

By: _____
Signature

Hannah Marie
Printed Name

Manager
Title

511 East John Carpenter
Address

Irving, TX 75062
City, State, Zip Code

816-377-5017
Phone Number

SURETY: Employers Mutual Casualty Company

By: _____
Signature

Sam Sealer
Printed Name

Attorney in fact
Title

717 Mulberry Street
Address

Des Moines, IA 50309
City, State, Zip Code

816-377-5017
Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Sam Sealer
STREET ADDRESS: 511 East John Carpenter
CITY, STATE, ZIP: Irving, TX 75062

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sam Sealer

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

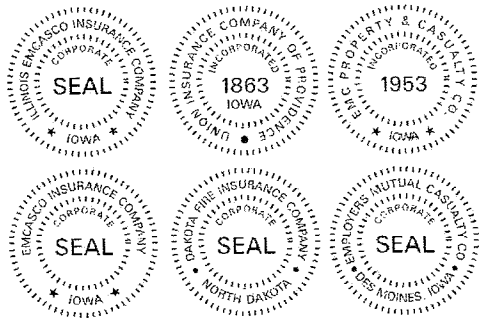
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of May , 2026 .

Ryan J. Springer Vice President

SECTION 8 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: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• $1,000,000 each occurrence • $2,000,000 general aggregate • $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 City to be provided a waiver of Subrogation
2. Business Auto Liability	• $1,000,000 per occurrence • $1,000,000 aggregate or; • $1,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	• Statutory Limits • $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 a) Professional Liability b) E & O coverage 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: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• $2,000,000 each occurrence • $4,000,000 general aggregate • $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 City to be provided a waiver of Subrogation
2. Business Auto Liability	• $1,000,000 per occurrence • $2,000,000 aggregate or; • $2,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	• Statutory Limits • $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 a) Professional Liability b) E & O coverage 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. 2026-68-B

CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION

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 in two copies, each one of which 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: _____

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. 2026-68-B
CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION

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 in two copies, each one of which 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: _____

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. 2026-68-B

CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION

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 in two copies, each one of which 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 9 EQUAL OPPORTUNITY EMPLOYMENT PROVISIONS

SECTION EEO

EQUAL EMPLOYMENT OPPORTUNITY

INDEX

PARAGRAPH	TITLE
EEO.1	DESCRIPTION
EEO.2	WORKING ENVIRONMENT
EEO.3	ON-THE-JOB TRAINING
EEO.4	REVIEW
EEO.5	DISSEMINATION
EEO.6	RECRUITMENT
EEO.7	INVENTORY
EEO.8	MONITORING
EEO.9	FACILITIES
EEO.10	RECORDS
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. 2026-68-B

CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION

TABLE OF CONTENTS

ARTICLE I; THE CONTRACT AND THE CONTRACT DOCUMENTS		1
1.1	The Contract	1
1.2.	The Contract Documents	1
1.3	Entire Agreement	1
1.4	No Privity with Others	1
1.5	Intent and Interpretation	1
1.6	Ownership of Contract Documents	2
ARTICLE II; THE WORK		2
2.1	The Work	2
2.2	Work	2
ARTICLE III; CONTRACT TIME		3
3.1	Time ad Liquidated Damages	3
3.2	Substantial Completion	4
3.3	Time is of the Essence	4
ARTICLE IV; CONTRACT PRICE		4
4.1	The Contract Price	4
ARTICLE V; PAYMENT OF THE CONTRACT PRICE		4
5.1	Schedule of Values	4
5.2	Payment Procedure	5
5.3	Withheld Payment	6
5.4	Unexcused Failure to Pay	6
5.5	Substantial Completion	7
5.6	Completion and Final Payment	7
ARTICLE VI; THE CITY		8
6.1	Information, Services and Things Required from City	8
6.2	Right to Stop Work	8
6.3	City's Right to Perform Work	9
ARTICLE VII; THE CONTRACTOR		9
7.1	The Contractor	9
7.2	Must Follow Contract	9
7.3	Prosecution of Work	9
7.4	Warranty	9
7.5	Permits; Fees; Licenses	9
7.6	Supervision	9
7.7	Work Schedule	10
7.8	On-Site Drawings	10
7.9	Shop Drawings, Product Data, and Samples	10
7.10	Cleaning the Site and the Project	10
7.11	Access to Work and Inspections	10
7.12	Indemnity and Disclaimer	10
7.13	Nondiscrimination	11
7.14	Prevailing Wage Rates	11
7.15	Job Site Safety Precautions	12
7.16	Warning Devices and Barricades	12
7.17	Protection of Utilities and Other Contractors	12

ARTICLE VIII; CONTRACT ADMINISTRATION 12
8.1 The Engineer 12
8.2 Engineer's Administration 12
8.3 Claims by the Contractor 13
8.4 Field Orders 14
8.5 Mediation 14

ARTICLE IX; SUBCONTRACTORS 15
9.1 Definition 15
9.2 Award of Subcontracts 15

ARTICLE X; CHANGES IN THE WORK 15
10.1 Changes Permitted 15
10.2 Change Order Defined 15
10.3 Changes in the Contract Price 15
10.4 Minor Changes 16
10.5 Effect of Executed Change Order 16
10.6 Notice to Surety; Consent 16

ARTICLE XI; UNCOVERING AND CORRECTING WORK 16
11.1 Uncovering Work 16
11.2 Correcting Work 16
11.3 City May Accept Defective or Nonconforming Work 17

ARTICLE XII; CONTRACT TERMINATION 17
12.1 Termination by the Contractor 17
12.2 Termination by the City 17

ARTICLE XIII; INSURANCE 18
13.1 Contractor Shall Maintain Insurance 18
13.2 Types and Amounts of Contractor’s Insurance 19
13.3 Additional Insured 19
13.4 Written Notification 19
13.5 Premiums and Assessments 19
13.6 Certificate of Insurance 19
13.7 Primary Coverage 19
13.8 Subrogation 19
13.9 Worker’s Compensation Insurance Coverage 20

ARTICLE XIV; MISCELLANEOUS 21
14.1 Laws and Ordinances 21
14.2 Governing Law 21
14.3 Successors and Assigns 21
14.4 Surety Bonds 21
14.5 Severability 22
14.6 Amendments 22
14.7 Force Majeure 22
14.8 Notices 22
14.9 Immunities; Defenses 22
14.10 No Rights In Third Parties 22
14.11 Prohibition of Boycott Israel 22

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 INSERT CONTRACTOR NAME, a INSERT TYPE OF CORPORATION, (hereinafter referred to as the "Contractor") for construction of **CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION**, (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 CONTRACTORCONCERNING 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 **approximately a total of 1800 LF between 5 sections. The sections are described as Egret Court; Red Wing Court; Meadowlark Lane; Red Wing Ct (East); and Egret Ct (East). The project will consist of construction of the City's standard 10ft alley section.**

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 7, BID FORM

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, including an early completion bonus, if any, 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 CON-TRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESC-RIPTION, 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 GOVERN-MENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNI-FICATION 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 that there 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.

10.6.2

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 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 (b) 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. $1,000,000 Aggregate $1,000,000 Products & Completed Operations Aggregate.
City's Protective Liability Insurance	$600,000 per occurrence $1,000,000 aggregate
Excess/Umbrella Liability	$1,000,000 per occurrence w/drop down coverage 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 $100,000.00 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.

EXECUTED in single or multiple originals, this___day of__, 2026.

CITY OF ROWLETT, TEXAS

_____
Jeff Winget, Mayor

ATTEST:

_____
Evette Whitehead, 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, …

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

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:

LAKECREST TWO ADDITION: The sections are described as Egret Court; Red Wing Court; Meadowlark Lane; Red Wing Ct (East); and Egret Ct (East).

SC.03 SCOPE OF WORK

The work under this contract includes furnishing all labor, tools, material, and equipment, and performing all work necessary for construction of approximately a total of 1800 LF between the 5 sections listed above. The project will consist of construction of the City's standard 10ft alley section.

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.

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.

   - **Construction Staking**
   - **Permanent survey reference markers**
   - **Any item necessary for a complete project in place not specifically set forth as a bid item.**

SECTION 13 TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

All construction shall be subject to the inspection and approval of the City Engineer, Engineer Assistant and/or Inspectors of the City of Rowlett. The current Standard Specifications for Public Works Construction by North Central Texas Council of Governments (NCTCOG) and the Standard Specifications, Standard Details and requirements of the City of Rowlett shall govern the construction of this project, unless otherwise noted in these specifications, or on the construction plans.

In the event of a conflict of the specifications, the Engineer shall determine which specification shall govern for a particular circumstance.

City of Rowlett Purchasing Office
Addendum No. 1
Issued May 7, 2026

Bid No: **2026-68-B**
Bid Title: **CDBG Alley Reconstruction – Lakecrest Two Addition**
Bids Due: **5/13/2026 @ 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 bid:

SECTION 6 CDBG APPLICABLE LAWS AND FEDERAL REGULATIONS

Applicable Federal, State, and Local Requirements - This project is being funded with federal Community Development Block Grant funds provided to the City of Rowlett from the U.S. Department of Housing and Urban Development. Contractor's attention is especially directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over 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. These requirements are available at http://www.dol.gov and http://www.hud.gov.

Please ensure you review Section 6 in its' entirety for a clear understanding of the requirements for this project being funded by Community Development Block Grant (CDBG) funds.

QUESTIONS

Below is a list of questions received by the questions deadline with corresponding answers.

Q1. Have the utilities that are in conflict with the proposed improvements been relocated?

A1. There are not any anticipated conflicts except for service lines. ***HOWEVER, it is the contractor's responsibility to locate the utilities prior to construction.*** *If utilities are found to be in conflict, then it is also the contractor's responsibility to notify the City immediately to get them moved.*

Q2. Can we build the subgrade to the edge of pavement instead of 1' outside? 1' outside is not constructible with franchise utilities.

A2. The 1' subgrade outside the edge of pavement is a City standard and should be adhered to if possible. If you find a utility in conflict prior to construction, it should be brought to the City so it can be relocated.

Q3. What type of material should we install for the embankment?

A3. The embankment material shall conform to the latest NCTCOG Standard Specifications for Public Works Construction: item: 203.5 EMBANKMENT.

Q4. Is the excavation for the flexbase subgrade included in the excavation quantity?

A4. Yes.

Q5. Is the contractor responsible for geotechnical testing here?

A5. No, this is the City's responsibility.

Q6. What are the sizes of the existing trees that need to be removed, and what is the type of SOD needs to be installed?

A6. Trees are to be removed as needed and approved by City inspector. All tree sizes are labeled on the plans.

Q7. Does the city pay for testing or the contractor?

A7. City pays for 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 May 13, 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 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, TEXAS

CONSTRUCTION CONTRACT

FOR

BID NO. 2026-68-B

CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION

TABLE OF CONTENTS

ARTICLE I; THE CONTRACT AND THE CONTRACT DOCUMENTS		1
1.1	The Contract	1
1.2.	The Contract Documents	1
1.3	Entire Agreement	1
1.4	No Privity with Others	1
1.5	Intent and Interpretation	1
1.6	Ownership of Contract Documents	2
ARTICLE II; THE WORK		2
2.1	The Work	2
2.2	Work	2
ARTICLE III; CONTRACT TIME		3
3.1	Time ad Liquidated Damages	3
3.2	Substantial Completion	4
3.3	Time is of the Essence	4
ARTICLE IV; CONTRACT PRICE		4
4.1	The Contract Price	4
ARTICLE V; PAYMENT OF THE CONTRACT PRICE		4
5.1	Schedule of Values	4
5.2	Payment Procedure	5
5.3	Withheld Payment	6
5.4	Unexcused Failure to Pay	6
5.5	Substantial Completion	7
5.6	Completion and Final Payment	7
ARTICLE VI; THE CITY		8
6.1	Information, Services and Things Required from City	8
6.2	Right to Stop Work	8
6.3	City's Right to Perform Work	9
ARTICLE VII; THE CONTRACTOR		9
7.1	The Contractor	9
7.2	Must Follow Contract	9
7.3	Prosecution of Work	9
7.4	Warranty	9
7.5	Permits; Fees; Licenses	9
7.6	Supervision	9
7.7	Work Schedule	10
7.8	On-Site Drawings	10
7.9	Shop Drawings, Product Data, and Samples	10
7.10	Cleaning the Site and the Project	10
7.11	Access to Work and Inspections	10
7.12	Indemnity and Disclaimer	10
7.13	Nondiscrimination	11
7.14	Prevailing Wage Rates	11
7.15	Job Site Safety Precautions	12
7.16	Warning Devices and Barricades	12
7.17	Protection of Utilities and Other Contractors	12

ARTICLE VIII; CONTRACT ADMINISTRATION 12
8.1 The Engineer 12
8.2 Engineer's Administration 12
8.3 Claims by the Contractor 13
8.4 Field Orders 14
8.5 Mediation 14

ARTICLE IX; SUBCONTRACTORS 15
9.1 Definition 15
9.2 Award of Subcontracts 15

ARTICLE X; CHANGES IN THE WORK 15
10.1 Changes Permitted 15
10.2 Change Order Defined 15
10.3 Changes in the Contract Price 15
10.4 Minor Changes 16
10.5 Effect of Executed Change Order 16
10.6 Notice to Surety; Consent 16

ARTICLE XI; UNCOVERING AND CORRECTING WORK 16
11.1 Uncovering Work 16
11.2 Correcting Work 16
11.3 City May Accept Defective or Nonconforming Work 17

ARTICLE XII; CONTRACT TERMINATION 17
12.1 Termination by the Contractor 17
12.2 Termination by the City 17

ARTICLE XIII; INSURANCE 18
13.1 Contractor Shall Maintain Insurance 18
13.2 Types and Amounts of Contractor’s Insurance 19
13.3 Additional Insured 19
13.4 Written Notification 19
13.5 Premiums and Assessments 19
13.6 Certificate of Insurance 19
13.7 Primary Coverage 19
13.8 Subrogation 19
13.9 Worker’s Compensation Insurance Coverage 20

ARTICLE XIV; MISCELLANEOUS 21
14.1 Laws and Ordinances 21
14.2 Governing Law 21
14.3 Successors and Assigns 21
14.4 Surety Bonds 21
14.5 Severability 22
14.6 Amendments 22
14.7 Force Majeure 22
14.8 Notices 22
14.9 Immunities; Defenses 22
14.10 No Rights In Third Parties 22
14.11 Prohibition of Boycott Israel 22

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 DFW Concrete Pros, a Texas Limited Liability Company (hereinafter referred to as the "Contractor") for construction of **CDBG ALLEY RECONSTRUCTION – LAKECREST TWO ADDITION**, (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 CONTRACTORCONCERNING 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 furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the re-construction of approximately a total of 1800 LF between 5 sections. The sections are described as Egret Court; Red Wing Court; Meadowlark Lane; Red Wing Ct (East); and Egret Ct (East). The project will consist of construction of the City’s standard 10ft alley section.

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 7, BID FORM

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, including an early completion bonus, if any, 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 CON-TRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESC-RIPTION, 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 GOVERN-MENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNI-FICATION 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 that there 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.

10.6.2

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 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 (b) 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 Worker's	As set forth in the Compensation Act.
Commercial General Liability (Public)	$1,000,000 Each Accident/Occurrence $1,000,000 Aggregate $1,000,000 Products & Completed Operations Aggregate.
City's Protective Liability Insurance	$600,000 per occurrence $1,000,000 aggregate
Excess/Umbrella Liability	$1,000,000 per occurrence w/drop down coverage 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 $100,000.00 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.

EXECUTED in single or multiple originals, this___day of__, 2026.

CITY OF ROWLETT, TEXAS

_____
Jeff Winget, Mayor

ATTEST:

_____
Deboarh Sorensen, City Secretary

DFW CONCRETE PROS, LLC

_____
(Signature)

_____
(Type/Print Name and Title)

_____
(Street Address)

_____
(City/State/Zip)

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 4.C.

Title

Consider action approving an emergency Professional Services Agreement for engineering design and related services for the reconstruction of Miller Road.

Consider action to adopt a resolution approving and ratifying an emergency Professional Services Agreement with Huitt-Zollars, Inc. for engineering design and related services for the reconstruction of Miller Road in the amount of $201,200; authorizing and ratifying the execution of said Agreement by the Interim City Manager; and providing for an effective date.

Staff Representative

Gary Enna, Interim Director of PW/City Engineering
Deepa Modi, Asst. Director of PW/City Engineer
Bryan Manderscheid, Civil Engineer

Executive Summary

The purpose of this item is to approve and ratify an emergency contract with Huitt-Zollars, Inc. for engineering design services for the reconstruction of Miller Road. This item will authorize payment to Huitt-Zollars, Inc. in the amount of $201,200 for engineering design, field surveying and Subsurface Utility Engineering (SUE), geotechnical investigation, and limited construction support services. The project limits for the reconstruction of Miller Road extend from Waterford Drive to Chardonnay Drive.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
Invest in Transportation & Infrastructure	6.1 Systematically manage the Capital Improvement Program. 6.4 Improve traffic flow across all transportation modes. 6.6 Apply long-term transportation planning approaches.

Background Information

The Miller Road Reconstruction Project, which officially began on February 9, 2026, had

encountered a significant delay in March 2026. The delay was necessary to ensure that appropriate engineering review, subsurface investigation, and design elements were completed to ensure a safe and durable finished project. It was determined that the work would be finished using contracted resources. The City engaged Huitt-Zollars, Inc. (Huitt-Zollars) to perform the engineering design and subsurface investigation in March 2026.

Discussion

The Miller Road Reconstruction project started February 9, 2026, with an anticipated partial reopening date in March and completion in April 2026. Unanticipated safety issues and project complexity required that the project be suspended in March to allow for a full project design. This delay extended a period of significant safety impacts. Miller Road is one of only two water crossing connections between east and west Rowlett. It is the furthest south connection and the closure of Miller Road prevented fire stations and resources located in south-west Rowlett from responding to calls for service in south-east Rowlett. This created both response time delays and logistical challenges to Fire Safety operations, creating an emergency justifying sole source procurement strategies. Huitt-Zollars recently designed the Miller Road East construction project with proximity to the Miller Road project and as such was qualified to quickly complete the needed design work.

Huitt-Zollars began the design work in March 2026. The design was completed on April 9, 2026. Tiseo Paving was selected to conduct the construction activities. Tiseo Paving mobilized to the site and began construction on April 23, 2026. The project is currently on schedule and anticipated to complete by August 2026.

Financial/Budget Implications

Project Code or Budget Account Number	Account or Project Title	Available Budget	Proposed Amount	Remaining Balance
ST2173	Miller Road Reconstruction Project	$2,775,480	$201,200	$2,574,280

Recommended Action

Move to adopt a resolution approving and ratifying an emergency Professional Services Agreement with Huitt-Zollars, Inc. for engineering design and related services for the reconstruction of Miller Road in the amount of $201,200; authorize and ratify the execution of said Agreement by the City Manager; and provide for an effective date.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR

DESIGN AND RELATED SERVICES FOR THE RECONSTRUCTION OF MILLER ROAD FOR COMPENSATION NOT TO EXCEEED $201,200.00; AUTHORIZING AND RATIFYING THE EXECUTION OF THE CONTRACT AND ALL NECESSARY AND RELATED DOCUMENTS BY THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the in-house Miller Road Reconstruction Project commenced February 9, 2026, with an anticipated partial reopening in March and complete reopening in April, 2026; and

WHEREAS, unanticipated safety and project issues required that the Project be suspended in March causing unanticipated delay in project completion; and

WHEREAS, Miller Road is integral to public safety response, being the southernmost of two water crossing connections between east and west Rowlett; and

WHEREAS, the unanticipated delay in reopening of Miller Road has created both response time delays and logistical challenges to Fire Safety, police, and EMS operations, creating an emergency condition requiring swift action to preserve public health and the safety of the City's residents; and

WHEREAS, contracting with Huitt-Zollars, Inc. for professional design and related services provides the most immediate solution for the most expeditious completion of the Miller Road Reconstruction Project; and

WHEREAS, the City Council of the City of Rowlett, Texas finds it to serve the health, safety and general welfare of the citizens and to be in the best interest of the City and its citizens to approve the professional services agreement with Huitt-Zollars, Inc. and to approve and ratify the Interim City Manager's execution of that professional services agreement and all necessary and related documents;

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

SECTION 1: The City Council hereby approves the Professional Services Contract with Huitt-Zollars, Inc. for professional design and related services for the reconstruction of Miller Road for compensation not to exceed $201,200.00, in substantially the form of that attached hereto and incorporated herein by this reference as **Exhibit "A."**

SECTION 2: The Interim City Manager's execution of the Professional Services Agreement with Huitt-Zollars, Inc. in substantially the form of that attached hereto as **Exhibit "A"** and all other necessary and related documents is hereby ratified and approved.

SECTION 3: This resolution shall become effective immediately upon its passage.

Attachments

1. Attachment 1 - Purchase Order with Huitt-Zollars Inc

2. Attachment 2 - Public Safety Response Time Impact from Miller Road Bridge Closure

CITY OF ROWLETT
4004 Main Street
ROWLETT, TEXAS 75088-5077
Phone: 972-412-6189

Purchase Order

Fiscal Year 2026

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600513**

Bill To
ENGINEERING
5702 ROWLETT ROAD
ROWLETT, TX 75088
Phone: 972-463-3927

Vendor
HUITT-ZOLLARS INC.
5430 LBJ FREEWAY
DALLAS, TX 75240

Ship To
ENGINEERING
5702 ROWLETT ROAD
ROWLETT, TX 75088
Email: sunix@rowlett.com
Phone: 972-463-3927

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
214-871-3311	214-871-0757	12600830	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/20/2026	2487	04/16/2026		ENGINEERING

NOTES

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Emergency Design Services for the Miller Road Rehabilitation Project to be performed in accordance with the terms and conditions of the Master Professional Services Agreement executed by both parties, and the City of Rowlett PO terms and conditions. GL Account: 3328002 - 6700 $201,200.00 E-ST2173 -BONDGOVT -DESIGN -CONSULT	1.000	EACH	$201,200.00	$201,200.00

GL SUMMARY

3328002 - 6700	$201,200.00

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

Tamara M. Calhoun
Authorized Signature

Total Ext. Price	$201,200.00
Purchase Order Total	**$201,200.00**

PURCHASING COPY

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 1)

Legend

- Fire stations
- City Limits
- Fire Station 1
  4 Minutes

FS1
FS2
FS3
FS4
FS5

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 1 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 1
  4 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5

Rowlett
Garland
Sachse
Dallas
Collin
Rockwall
Lake Ray Hubbard

0 0.5 1 2 Miles

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 1)

Legend

- Fire stations
- City Limits
- Fire Station 1
  6 Minutes

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Dallas
Rockwall
Sachse
Collin
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 1 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 1 6 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Dallas
Sachse
Collin
Rockwall
Lake Ray Hubbard

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 2)

Legend

- Fire stations
- City Limits
- Fire Station 2
  4 Minutes

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Dallas
Collin
Rockwall
Sachse
Lake Ray Hubbard

N
0 0.5 1 2 Miles

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 2 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 2
  4 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5

Rowlett
Sachse
Garland
Dallas
Collin
Rockwall
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 2)

Legend

- Fire stations
- City Limits
- Fire Station 2
  6 Minutes

FS1
FS2
FS3
FS4
FS5

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 2 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 2
  6 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Lake Ray Hubbard

N
0 0.5 1 2 Miles

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 3)

Legend

- Fire stations
- City Limits
- Fire Station 3
  4 Minutes

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 3 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 3 4 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5
Rowlett
Garland
Rockwall
Sachse
Lake Ray Hubbard
Collin
Dallas

Miles
0 0.5 1 2

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 3)

Legend

- Fire stations
- City Limits
- Fire Station 3
  6 Minutes

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Lake Ray Hubbard

0 0.5 1 2 Miles

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 3 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 3 6 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Sachse
Dallas
Collin
Rockwall
Lake Ray Hubbard

Miles 0 0.5 1 2

Map Date: April 16, 2026 E.L

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 4.D.

Title

Consider action approving an emergency Construction Agreement for the construction of Miller Road.

Consider action to adopt a resolution approving and ratifying an emergency Construction Agreement with Tiseo Paving Company, LLC, in the amount of $2,539,985.90 for the construction of Miller Road; authorizing and ratifying the execution of said Agreement by the Interim City Manager; and providing for an effective date.

Staff Representative

Gary Enna, Interim Director of PW/City Engineering
Deepa Modi, Asst. Director of PW/City Engineer
Bryan Manderscheid, Civil Engineer

Executive Summary

The purpose of this item is to approve and ratify an emergency contract with Tiseo Paving for the construction of Miller Road. This item will authorize payment to Tiseo Paving in the amount of $2,539,985.90 for 8,032 square yards of concrete paving, 6,840 linear feet of guard rail installation, and other items necessary to support the reconstruction of Miller Road from Waterford Drive to Chardonnay Drive.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
Invest in Transportation & Infrastructure	6.1 Systematically manage the Capital Improvement Program. 6.4 Improve traffic flow across all transportation modes. 6.6 Apply long-term transportation planning approaches.

Background Information

The Miller Road Reconstruction Project, which officially began on February 9, 2026, had encountered a significant delay in March 2026. The delay was necessary to ensure that

appropriate engineering review, subsurface investigation, and design elements were completed to ensure a safe and durable finished project. It was determined that the work would be finished using contracted resources. The City engaged Huitts-Zollar, Inc. to perform the engineering design and subsurface investigation and the design was complete on April 9, 2026. The City engaged Tiseo Paving (Tiseo) to complete the paving based off the engineering design plan.

Discussion

The Miller Road Reconstruction project started February 9, 2026, with an anticipated partial reopening date in March and completion in April 2026. Unanticipated safety issues and project complexity required that the project be suspended in March to allow for a full project design. This delay extended a period of significant safety impacts. Miller Road is one of only two water crossing connections between east and west Rowlett. It is the furthest south connection and the closure of Miller Road prevented fire stations and resources located in south-west Rowlett from responding to calls for service in south-east Rowlett. This created both response time delays and logistical challenges to Fire Safety operations, creating an emergency justifying sole source procurement strategies. Tiseo was selected due to their ability to mobilize immediately and complete the project within an expedited schedule.

Tiseo began the project on April 23, 2026. Tiseo has prepared the subgrade, paved Miller Road within the project limits, and begun installing guard rail. The project is currently on schedule and is scheduled to be completed by August 2026.

Financial/Budget Implications

Project Code or Budget Account Number	Account or Project Title	Available Budget	Proposed Amount	Remaining Balance
ST2173	Miller Road Reconstruction Project	$2,574,280	$2,539,985.90	$34,294.10

Recommended Action

Move to adopt a resolution approving and ratifying an emergency Construction Agreement with Tiseo Paving Company in the amount of $2,539,985.90 for the construction of Miller Road; authorize and ratify the execution of said Agreement by the City Manager; and provide for an effective date.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING AN CONTRACT WITH TISEO PAVING COMPANY, LLC FOR THE RECONSTRUCTION

OF MILLER ROAD FOR COMPENSATION NOT TO EXCEED $2,539,985.90 AS AN EMERGENCY PURCHASE; AUTHORIZING AND RATIFYING THE EXECUTION OF THE CONTRACT AND ALL NECESSARY AND RELATED DOCUMENTS BY THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the in-house Miller Road Reconstruction Project commenced February 9, 2026, with an anticipated partial reopening in March and complete reopening in April, 2026; and

WHEREAS, unanticipated safety and project issues required that the Project be suspended in March causing unanticipated delay in project completion; and

WHEREAS, Miller Road is integral to public safety response, being the southernmost of two water crossing connections between east and west Rowlett; and

WHEREAS, the unanticipated delay in reopening of Miller Road has created both response time delays and logistical challenges to Fire Safety, police, and EMS operations, creating an emergency condition requiring swift action to preserve public health and the safety of the City's residents; and

WHEREAS, contracting with Tiseo Paving Company, LLC provides the most immediate solution for the most expeditious completion of the Miller Road Reconstruction Project; and

WHEREAS, procurement of a contractor to complete the Miller Road Reconstruction Project was necessary for the preservation of the public health and safety of the City's residents pursuant to Texas Local Government Code sections 252.022(a)(2) and, as such, the procurement is exempt from the competitive sealed bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Rowlett, Texas finds it to serve the health, safety and general welfare of the citizens and to be in the best interest of the City and its citizens to approve the contract with Tiseo Paving Company, LLC and to approve and ratify the Interim City Manager's execution of that contract and all necessary and related documents;

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

SECTION 1: The recitals set forth above are determined to be true and correct and are incorporated herein by this reference.

SECTION 2: An emergency exists under Texas Local Government Code sections 252.022(a)(2) with regard to the urgent need for immediate completion of the Miller Road Reconstruction Project.

SECTION 3: The City Council hereby approves the Contract with Tiseo Paving Company, LLC for the reconstruction of Miller Road for compensation not to exceed $2,539,985.90, in substantially the form of that attached hereto and incorporated herein by this reference as

Exhibit “A.”

SECTION 4: The Interim City Manager’s execution of the Contract with Tiseo Paving Company, LLC in substantially the form of that attached hereto as **Exhibit “A”** and all other necessary and related documents is hereby ratified and approved.

SECTION 5: This resolution shall become effective immediately upon its passage.

Attachments

1. Exhibit A - Contract with Tiseo Paving Company
2. Attachment 1 - Public Safety Response Time Impact from Miller Road Bridge Closure

CITY OF ROWLETT
4004 Main Street
ROWLETT, TEXAS 75088-5077

CONTRACT

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**32600003**
Department	**CIP - GO**
Type	**CIP**
Bonds in Lieu	**N**
Fiscal Year	**2026**

TISEO PAVING COMPANY INC.
PO BOX 270040
DALLAS, TX 75227

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
4633			

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER
		972-289-0723

CONTRACT DESCRIPTION

MILLER ROAD RECONSTRUCTION PROJECT
CONSTRUCTION SERVICES FOR THE MILLER ROAD RECONSTRUCTION PROJECT TO BE PROVIDED IN ACCORDANCE WITH TERMS AND CONDITIONS OF CONSTRUCTION CONTRACT 2026-55-B (CIP NO. ST2173) EXECUTED BY BOTH PARTIES FOR BASE BID AND ALTERNATE OPTIONS NO. A1.-A4., AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS. 5% RETAINAGE APPLIES TO THIS PROJECT.

LINE #	YEAR	ACCOUNT	AMOUNT
1	2026	3328002 6701	$2,539,985.90

Total Expended	**$0.00**
Total Open PO	**$0.00**
Total Open Requisition	**$0.00**
Total Contract Balance	**$2,539,985.90**
Total Liquidated Amount	**$0.00**
Total Revised	**$2,539,985.90**
TOTAL ORIGINAL	**$2,539,985.90**

January Calhoun
Purchasing Manager

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

MILLER ROAD RECONSTRUCTION PROJECT

CONTRACT NO. 2026-55-B

Rowlett
TEXAS

CIP No. ST2173

Table of Contents

SECTION 1 STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS 3

SECTION 2 ADDITIONAL CONDITIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS 9

SECTION 3 BID FORMS 15
- BID FORM 16
- CERTIFICATION FORM 18
- SUBCONTRACTOR FORM 19

SECTION 4 INSURANCE REQUIREMENTS AND BOND FORMS 20
- INSURANCE REQUIREMENTS 21
- WORKERS' COMPENSATION INSURANCE COVERAGE 25
- PERFORMANCE BOND 28
- PAYMENT BOND 31
- MAINTENANCE BOND 34

SECTION 5 PREVAILING WAGE RATES 37
- PERTINENT INFORMATION REGARDING WAGE RATE DETERMINATIONS AND MONITORING 38
- PREVAILING AGE RATE DETERMINATION INFORMATION 39
- WORKER CLASSIFICATION DEFINITION SHEET 40
- CURRENT PREVAILING WAGE RATES 42

SECTION 6 EQUAL OPPORTUNITY EMPLOYMENT PROVISIONS 43

SECTION 7 CONSTRUCTION CONTRACT 47

SECTION 8 NCTCOG STANDARD AND SPECIAL CONDITIONS 83
- NCTCOG STANDARD SPECIFICATIONS AND SPECIAL CONDITIONS 84
- SPECIAL CONDITIONS 85
- SC.01 GENERAL 85
- SC.02 LOCATION OF PROJECT 85
- SC.03 SCOPE OF WORK 85
- SC.04 DISQUALIFICATION OF BIDDERS 85

SECTION 9 MEASUREMENT AND PAYMENT 86

SECTION 10 SUPPLEMENTAL PROVISIONS 88

SECTION 11 TECHNICAL SPECIFICATIONS 90

SECTION 1 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. **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.

3. **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.

4. **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.

5. **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 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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

16. **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.

17. **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.

18. **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.

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

20. **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.

21. **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.

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

23. **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.

24. **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.

25. **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.

26. **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.**

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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 2 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. **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.

3. **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 3.1 of the Public Works Construction Contract due to work delay.

4. **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.

5. **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.

6. **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.

7. **CONDITIONS OF WORK:** Vendor 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 the vendor 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.

8. **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.

9. **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)

10. **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.

11. **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.

12. **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.

13. **MINIMUM WAGE RATES:** Each bidder, contractor or subcontractor shall comply with the Texas Minimum Wage Act, Texas Labor Code regarding prevailing minimum wages.

14. **RETAINAGE:** Retainage will be withheld on this project according to Section 5.2.5 of the Public Works Construction contract.

15. **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.

16. **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.

17. **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.

18. **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 3 BID FORMS

BID FORM
CONTRACT NO. 2026-55-B
MILLER ROAD RECONSTRUCTION PROJECT

ITEM	UOM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	EA	1	Mobilization	$35,000.00	$35,000.00
2	STA	37	Prepare Right-Of-Way	$3,000.00	$111,000.00
3	CY	2,637	Excavation	$53.35	$140,683.95
4	CY	1,220	Embankment	$53.35	$65,087.00
5	LS	1	SWPP & Implementation (Includes: Furnish, Install, Maintenance, Removal of BMPS)	$75,700.00	$75,700.00
6	SY	15,201	Furnishing and Placing 4" Top Soil	$9.00	$136,809.00
7	SY	15,201	Hydromulch and Seed	$9.00	$136,809.00
8	SY	8,032	8" 4,000 PSA Reinforced Concrete Pavement (Class P1 or P2)	$109.85	$882,315.20
9	SY	112	Asphalt Level Up	$183.20	$20,518.40
10	SY	10,310	6" Flexible Base Material (TxDOT Grade 4 - Type 1 or Type 2)	$24.90	$256,719.00
11	LS	1	Traffic Control Plan and Implementation	$1.00	$1.00
12	EA	4	End Single Guard Rail - TxDOT-MBGF(TL2-19)	$5,200.00	$20,800.00
13	EA	4	Fence Rail Height Adjustment - TxDOT-RAIL-ADJ(B)-19	$3,300.00	$13,200.00
14	LF	6,840	Metal Beam Guard Fence w/Wood Post - TxDOT-GF(31)-19	$49.60	$339,264.00
15	EA	4	Single Guard Rail Terminal - TxDOT-SGT(12S)31-18	$2,325.00	$9,300.00
16	EA	28	Traffic Signs (Including Post & Hardware)	$825.00	$23,100.00
17	LF	7,620	6" Solid Yellow - Traffic Paint (TxDOT Item 666 - DMS 8200)	$3.70	$28,194.00

18	LF	7,620	6" Solid White - Traffic Paint (TxDOT Item 666 - DMS 8200)	$3.10	$23,622.00
19	EA	1	RR Crossing Striping/Letters (Thermoplastic - 90 MIL)	$3,325.00	$3,325.00
20	LF	20	24" Stop Bar (Thermoplastic - 90 MIL)	$25.00	$500.00
TOTAL BASE BID					**$2,321,947.55**
A1.	LS	1	Payment, Performance, and Maintenance Bonds	$44,420.00	$44,420.00
A2.	SY	186	8" 4,000 PSA Reinforced Concrete Pavement (Class P1 or P2)	$109.85	$20,432.10
A3.	LS	1	Survey/Staking	$61,000.00	$61,000.00
A4.	SY	325	Remove and Replace 8" Pavement	$283.65	$92,186.25
TOTAL ALTERNATE OPTION					**$218,038.35**
TOTAL PROJECT					**$2,539,985.90**

CERTIFICATION FORM
CONTRACT NO. 2026-55-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 contract 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.

A. FIRM INFORMATION

Legal Name of Vendor: Tiseo Paving Co.

Tax ID Number: 38-2209998 Telephone No: (972)289-0723

State of Formation: Michigan Year of Formation: 1974

Address: 419 US Highway 80 East

Mesquite, TX 75150

Contact Name and Title: Grant Brown, Vice President

Contact Email Address: gbrown@tiseopaving.com

B. 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 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 60 calendar days of the date indicated on the Notice to Proceed and final completion will be achieved within 21 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 document.

Signature of Authorized Representative: _____

Printed Name and Title of Authorized Representative: Grant Brown, Vice President

Date of Certification: April 20, 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
Pavement Markings	Metroplex Pavement Markings	1001 Kennedy Ln, Saginaw, TX 76131	
Guard Rail	Marcom's Mowing	6350 New Hope Road, Aubrey, TX 76227	

SECTION 4 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: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• $1,000,000 each occurrence • $2,000,000 general aggregate • $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 City to be provided a waiver of Subrogation
2. Business Auto Liability	• $1,000,000 per occurrence • $1,000,000 aggregate or; • $1,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	• Statutory Limits • $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 a) Professional Liability b) E & O coverage 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: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• $2,000,000 each occurrence • $4,000,000 general aggregate • $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 City to be provided a waiver of Subrogation
2. Business Auto Liability	• $1,000,000 per occurrence • $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 • $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 a) Professional Liability b) E & O coverage 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

Bond No. 35BCSJL5155

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That Tiseo Paving Company, LLC whose address is P. O. Box 270040, Dallas, TX 75227, hereinafter referred to as "Principal", and Hartford Accident and Indemnity Company, a corporation organized and existing under the laws of the State of Connecticut, 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 Two Million Nine Hundred Twenty Thousand Nine Hundred Eighty Three and 79/100 Dollars ($2,920,983.79) (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:

CONTRACT NO. 2026-55-B

MILLER ROAD RECONSTRUCTION PROJECT

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 in two copies, each one of which shall be deemed an original, this, the 20th day of April, 20 26.

ATTEST:

By: Melanie Taylor
Signature

MELANIE TAYLOR
Printed Name

ADMIN
Title

419 US Hwy 80 E
Address

MESQUITE, TX 75150
City, State, Zip Code

(972) 289-0723
Phone Number

PRINCIPAL:

Tiseo Paving Company, LLC
Company Name

By: [signature]
Signature

GRANT BROWN
Printed Name

VICE PRESIDENT
Title

P. O. Box 270040
Address

Dallas, TX 75227
City, State, Zip Code

(972) 289-0723
Phone Number

[*Signatures continued on following page*]

ATTEST:

By: _____
Signature

Meagan Reynolds
Printed Name

Surety Sr. Account Manager
Title

1175 W. Long Lake Rd., Suite 200
Address

Troy, MI 48098
City, State, Zip Code

248-828-3377
Phone Number

SURETY:
Hartford Accident and Indemnity Company

By: _____
Signature

Susan L. Small
Printed Name

Attorney-In-Fact
Title

One Hartford Plaza
Address

Hartford, CT 06155
City, State, Zip Code

(248) 822-6454
Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Hartford Surety

STREET ADDRESS: 3000 Internet Boulevard Suite 600

CITY, STATE, ZIP: Frisco, TX 75034-1991

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

Bond No. 35BCSJL5155

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That Tiseo Paving Company, LLC whose address is P. O. Box 270040, Dallas, TX 75227, hereinafter referred to as "Principal", and Hartford Accident and Indemnity Company, a corporation organized and existing under the laws of the State of Connecticut, 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 Two Million Five Hundred Thirty Nine Thousand Nine Hundred Eighty Five and 90/100 DOLLARS ($ 2,539,985.90) (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:

CONTRACT NO. 2026-55-B

MILLER ROAD RECONSTRUCTION PROJECT

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 in two copies, each one of which shall be deemed an original, this, the 20th day of April, 20 26.

ATTEST:

By: Melanie Taylor
Signature

Melanie Taylor
Printed Name

ADMIN
Title

419 US Hwy 80 E
Address

MESQUITE, TX 75150
City, State, Zip Code

(972) 289-0723
Phone Number

PRINCIPAL:

Tiseo Paving Company, LLC
Company Name

By: GT
Signature

GRANT BROWN
Printed Name

VICE PRESIDENT
Title

P. O. Box 270040
Address

Dallas, TX 74227
City, State, Zip Code

(972) 289-0723
Phone Number

[*Signatures continued on following page*]

ATTEST:

By: _____
Signature

Meagan Reynolds
Printed Name

Surety Sr. Account Manager
Title

1175 W. Long Lake Rd., Suite 200
Address

Troy, MI 48098
City, State, Zip Code

248-828-3377
Phone Number

SURETY:
Hartford Accident and Indemnity Company

By: _____
Signature

Susan L. Small
Printed Name

Attorney-In-Fact
Title

One Hartford Plaza
Address

Hartford, CT 06155
City, State, Zip Code

(248) 822-6454
Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Hartford Surety

STREET ADDRESS: 3000 Internet Boulevard Suite 600

CITY, STATE, ZIP: Frisco, TX 75034-1991

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

Bond No. 35BCSJL5155

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That Tiseo Paving Company, LLC whose address is P. O. Box 270040, Dallas, TX 75227, hereinafter called "Principal:, and Hartford Accident and Indemnity Company, a corporation organized and existing under the laws of the State of Connecticut, 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 Two Million Five Hundred Thirty Nine Thousand Nine Hundred Eighty Five and 90/100 DOLLARS ($ 2,539,985.90) (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:

CONTRACT NO. 2026-55-B

MILLER ROAD RECONSTRUCTION PROJECT

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 in two copies, each one of which shall be deemed an original, this, the 20th day of April, 20 26.

ATTEST:

By: Melanie Taylor
Signature

MELANIE TAYLOR
Printed Name

ADMIN
Title

419 US Hwy 80 E
Address

MESQUITE, TX 75150
City, State, Zip Code

(972) 289-0723
Phone Number

PRINCIPAL:

Tiseo Paving Company, LLC
Company Name

By: _____
Signature

GRANT BROWN
Printed Name

VICE PRESIDENT
Title

P. O. Box 270040
Address

Dallas, TX 75227
City, State, Zip Code

(972) 289-0723
Phone Number

[*Signatures continued on following page*]

ATTEST:

By: _____
Signature

Meagan Reynolds
Printed Name

Surety Sr. Account Manager
Title

1175 W. Long Lake Rd., Suite 200
Address

Troy, MI 48098
City, State, Zip Code

248-828-3377
Phone Number

SURETY:

Hartford Accident and Indemnity Company

By: _____
Signature

Susan L. Small
Printed Name

Attorney-In-Fact
Title

One Hartford Plaza
Address

Hartford, CT 06155
City, State, Zip Code

(248) 822-6454
Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Hartford Surety

STREET ADDRESS: 3000 Internet Boulevard Suite 600

CITY, STATE, ZIP: Frisco, TX 75034-1991

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: VTC INSURANCE GROUP
Agency Code: 35-351225

- ☒ **Hartford Fire Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company,** a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest,** a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Jeffrey A. Chandler, Alan P. Chandler, Bryan Formsma, Wendy L. Hingson, Meagan L. Reynolds, Susan L. Small of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 30th day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **April 20th, 2026**

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: March 31, 2026

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

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

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para indormacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener Informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

SECTION 5 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 AGE 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 6 EQUAL OPPORTUNITY EMPLOYMENT PROVISIONS

SECTION EEO

EQUAL EMPLOYMENT OPPORTUNITY

INDEX

PARAGRAPH	TITLE
EEO.1	DESCRIPTION
EEO.2	WORKING ENVIRONMENT
EEO.3	ON-THE-JOB TRAINING
EEO.4	REVIEW
EEO.5	DISSEMINATION
EEO.6	RECRUITMENT
EEO.7	INVENTORY
EEO.8	MONITORING
EEO.9	FACILITIES
EEO.10	RECORDS
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 7 CONSTRUCTION CONTRACT

CITY OF ROWLETT, TEXAS

CONSTRUCTION CONTRACT

FOR

BID NO. 2026-55-B

MILLER ROAD RECONSTRUCTION PROJECT

TABLE OF CONTENTS

ARTICLE I; THE CONTRACT AND THE CONTRACT DOCUMENTS		1
1.1	The Contract	1
1.2.	The Contract Documents	1
1.3	Entire Agreement	1
1.4	No Privity with Others	1
1.5	Intent and Interpretation	1
1.6	Ownership of Contract Documents	2
ARTICLE II; THE WORK		2
2.1	The Work	2
2.2	Work	2
ARTICLE III; CONTRACT TIME		3
3.1	Time ad Liquidated Damages	3
3.2	Substantial Completion	3
3.3	Time is of the Essence	3
ARTICLE IV; CONTRACT PRICE		4
4.1	The Contract Price	4
ARTICLE V; PAYMENT OF THE CONTRACT PRICE		4
5.1	Schedule of Values	4
5.2	Payment Procedure	4
5.3	Withheld Payment	5
5.4	Unexcused Failure to Pay	6
5.5	Substantial Completion	6
5.6	Completion and Final Payment	6
ARTICLE VI; THE CITY		7
6.1	Information, Services and Things Required from City	7
6.2	Right to Stop Work	7
6.3	City's Right to Perform Work	7
ARTICLE VII; THE CONTRACTOR		7
7.1	The Contractor	7
7.2	Must Follow Contract	7
7.3	Prosecution of Work	8
7.4	Warranty	8
7.5	Permits; Fees; Licenses	8
7.6	Supervision	8
7.7	Work Schedule	8
7.8	On-Site Drawings	8
7.9	Shop Drawings, Product Data, and Samples	9
7.10	Cleaning the Site and the Project	9
7.11	Access to Work and Inspections	9
7.12	Indemnity and Disclaimer	9
7.13	Nondiscrimination	10
7.14	Prevailing Wage Rates	10
7.15	Job Site Safety Precautions	10
7.16	Warning Devices and Barricades	10
7.17	Protection of Utilities and Other Contractors	10

ARTICLE VIII; CONTRACT ADMINISTRATION 11
8.1 The Engineer 11
8.2 Engineer's Administration 11
8.3 Claims by the Contractor 11
8.4 Field Orders 13
8.5 Mediation 13

ARTICLE IX; SUBCONTRACTORS 13
9.1 Definition 13
9.2 Award of Subcontracts 13

ARTICLE X; CHANGES IN THE WORK 13
10.1 Changes Permitted 13
10.2 Change Order Defined 13
10.3 Changes in the Contract Price 14
10.4 Minor Changes 14
10.5 Effect of Executed Change Order 14
10.6 Notice to Surety; Consent 14

ARTICLE XI; UNCOVERING AND CORRECTING WORK 14
11.1 Uncovering Work 14
11.2 Correcting Work 15
11.3 City May Accept Defective or Nonconforming Work 15

ARTICLE XII; CONTRACT TERMINATION 15
12.1 Termination by the Contractor 15
12.2 Termination by the City 15

ARTICLE XIII; INSURANCE 17
13.1 Contractor Shall Maintain Insurance 17
13.2 Types and Amounts of Contractor's Insurance 17
13.3 Additional Insured 17
13.4 Written Notification 17
13.5 Premiums and Assessments 17
13.6 Certificate of Insurance 17
13.7 Primary Coverage 18
13.8 Subrogation 18
13.9 Worker's Compensation Insurance Coverage 18

ARTICLE XIV; MISCELLANEOUS 19
14.1 Laws and Ordinances 19
14.2 Governing Law 19
14.3 Successors and Assigns 19
14.4 Surety Bonds 19
14.5 Severability 20
14.6 Amendments 20
14.7 Force Majeure 20
14.8 Notices 20
14.9 Immunities; Defenses 20
14.10 No Rights In Third Parties 20
14.11 Prohibition of Boycott Israel 20

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 **Tiseo Paving Company LLC**, a Michigan Corporation, (hereinafter referred to as the "Contractor") for construction of **Miller Road Reconstruction Project**, (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 removing approximately 4,000 feet of existing pavement materials on Miller Road, from just east of Waterford Drive to Chardonnay Drive, and the reconstruction of Miller Road with new 25-ft wide concrete pavement, flex base, compact subgrade, and metal guard rail fence along both sides of Miller Road.

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 3 Bid Forms]

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 of 7.8 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
Royce Carter	General Superintendent
Shane Pater	VP of Operations

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 CON-TRACTOR 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 that there 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. $1,000,000 Aggregate $1,000,000 Products & Completed Operations Aggregate.
City's Protective Liability Insurance	$600,000 per occurrence $1,000,000 aggregate
Excess/Umbrella Liability	$1,000,000 per occurrence w/drop down coverage 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.

EXECUTED in single or multiple originals, this 21st day of April, 2026.

CITY OF ROWLETT, TEXAS

Kristoff Bauer, Interim City Manager

ATTEST:

Deborah Sorensen, City Secretary

TISEO PAVING COMPANY LLC:

(Signature)

Grant Brown, Vice President
(Type/Print Name and Title)

419 US Highway 80 East
(Street Address)

Mesquite, TX 75150
(City/State/Zip)

CORPORATE 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:

Grant Brown *(Print Name)* Vice President *(Print Title)*

of Tiseo Paving Co., 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 20 day of April, A.D., 2026.

Melanie R Taylor

Notary Public In and For

Dallas County, Texas

My Commission expires: 10/19/2026

MELANIE ROSE TAYLOR
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/19/26
NOTARY ID 104964-4

CITY'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, Interim City Manager 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 21st day of April, A.D., 2026.

Mellissa M. Tucker

Notary Public in and for the State of Texas

My Commission expires: 06/08/2027

MELLISSA M. TUCKER
Notary Public, State of Texas
Comm. Expires 06-08-2027
Notary ID 134397981

SECTION 8 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, ...

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

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:

70 Ft East of Waterford Drive to Approx. 150 Ft west of Chardonnay Drive.

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 Miller Road Reconstruction. Construction plans were prepared by Huitt-Zollars, Inc. 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.

SECTION 9 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.

   - None

SECTION 10 SUPPLEMENTAL PROVISIONS

SUPPLEMENTAL PROVISIONS

SP.01 TRAFFIC BARRIERS

The traffic barriers that are currently on site can stay in place until the completion of the project.

SECTION 11 TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

TS.01 TECHNICAL SPECIFICATIONS

All technical specifications related to this project are embedded in the Construction Plans.

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 1)

Legend

- Fire stations
- City Limits
- Fire Station 1
  4 Minutes

FS1
FS2
FS3
FS4
FS5

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 1 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 1
  4 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5

Rowlett
Garland
Sachse
Dallas
Collin
Rockwall
Lake Ray Hubbard

0 0.5 1 2 Miles

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 1)

Legend

- Fire stations
- City Limits
- Fire Station 1
  6 Minutes

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Rockwall
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 1 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 1 6 Minutes
- Miller RD Closure

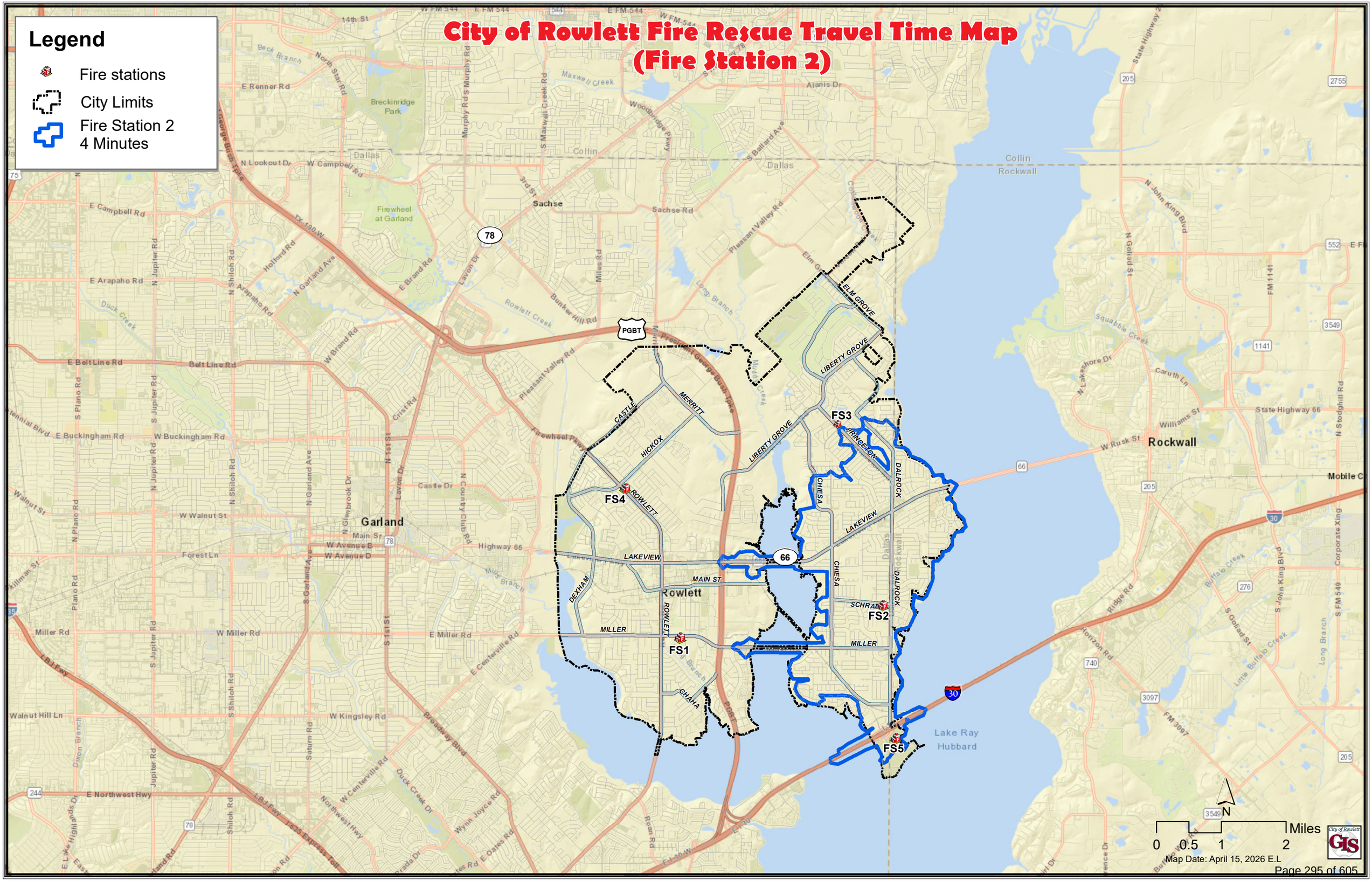
FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Sachse
Dallas
Collin
Rockwall
Lake Ray Hubbard

Miles 0 0.5 1 2

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 2)



City of Rowlett Fire Rescue Travel Time Map
(Fire Station 2 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 2
  4 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5

Rowlett
Sachse
Garland
Dallas
Collin
Rockwall
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 2)

Legend

- Fire stations
- City Limits
- Fire Station 2
  6 Minutes

FS1
FS2
FS3
FS4
FS5

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Lake Ray Hubbard

N
0 0.5 1 2 Miles

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 2 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 2
  6 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Sachse
Dallas
Collin
Rockwall
Lake Ray Hubbard

Miles
0 0.5 1 2

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 3)

Legend

- Fire stations
- City Limits
- Fire Station 3
  4 Minutes

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Sachse
Dallas
Collin
Rockwall
Lake Ray Hubbard

0 0.5 1 2 Miles

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 3 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 3 4 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5
Rowlett
Garland
Rockwall
Sachse
Lake Ray Hubbard
Collin
Dallas

Miles
0 0.5 1 2

Map Date: April 15, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 3)

Legend

- Fire stations
- City Limits
- Fire Station 3
  6 Minutes

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Dallas
Collin
Rockwall
Sachse
Lake Ray Hubbard

0 0.5 1 2 Miles

Map Date: April 16, 2026 E.L

City of Rowlett Fire Rescue Travel Time Map
(Fire Station 3 with Miller RD Closure)

Legend

- Fire stations
- City Limits
- Fire Station 3 6 Minutes
- Miller RD Closure

FS1
FS2
FS3
FS4
FS5
PGBT

Rowlett
Garland
Rockwall
Sachse
Dallas
Collin
Lake Ray Hubbard

Miles 0 0.5 1 2

Map Date: April 16, 2026 E.L

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 4.E.

Title

Consider action approving an emergency purchase of a lift station pump for the Bayside Sewer Lift Station.

Consider action to adopt a resolution approving and ratifying an emergency purchase of a lift station pump from Xylem Water Solutions USA, Inc. for the Bayside Sewer Lift Station (Emergency Purchase), in the amount not to exceed $156,000.00; authorizing and ratifying the City Manager's and/or the Interim City Manager's purchase of a lift station pump; and providing an effective date.

Staff Representative
Mike Lasby, Mgr of Assets/Fleet

Executive Summary

In December of 2025, one of the two active pumps at the Bayside Lift Station went offline. This pump failure left the station with only one remaining pump, risking a Sanitary Sewer Overflow (SSO) if the remaining pump were to go offline. This item is to ratify the emergency purchase of a lift station pump to replace the offline pump.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
Invest in Transportation & Infrastructure	6.8 Provide a high-quality wastewater collection system.

Background Information

The Bayside Lift Station was built in 2017 and designed to run on three alternating 250HP pumps. In 2020, one of the pumps went offline. The pump was sent to Smith Pump for repair, but staff at the time decided their price was too high, so it was sent to

another vendor in December 2021.

Since 2020, the station has operated using two pumps. One of those two remaining pumps recently went offline. It is currently out for repair with costs pending. The station was left with only one pump, and if it failed, we would risk a Sanitary Sewer Overflow (SSO) and would fall out of regulatory compliance.

Discussion

Staff purchased a lift station pump from Xylem Water Solutions USA, Inc. for the Bayside Sewer Lift Station, utilizing a sole-sourced purchase. Due to the emergency nature of this situation, to protect the life, health, and safety of our residents, work commenced on this project in February 2025.

Financial/Budget Implications
CIP Project Budget Financial Table

Project Code	Project Title	Available Budget	Proposed Amount	Remaining Balance
SS2109	Lift & Pump Stattions	$335,047.79	$156,000	$179,047.79
TOTAL		$335,047.79	$156,000	$179,047.79

Recommended Action

Move to adopt a resolution approving and ratifying an emergency purchase of a lift station pump from Xylem Water Solutions USA, Inc. for the Bayside Sewer Lift Station (Emergency Purchase), in the amount not to exceed $156,000.00; authorizing and ratifying the City Manager's and/or the Interim City Manager's purchase of a lift station pump; and providing an effective date.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING AN EMERGENCY PURCHASE FROM XYLEM WATER SOLUTIONS USA, INC. OF A PUMP FOR THE BAYSIDE SEWER LIFT STATION FOR A PURCHASE PRICE NOT TO EXCEED $156,000.00; AUTHORIZING AND RATIFYING THE PURCHASE THEREOF AND THE EXECUTION OF ALL NECESSARY AND RELATED DOCUMENTS BY THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bayside Sewer Lift Station was built in 2017 and is designed to run on three alternating 250HP pumps; and

WHEREAS, due to recent pump failures, the station is currently operating on only one pump which, should it fail, would result in a risk of sanitary sewer overflow; and

WHEREAS, it was, therefore, necessary, on an emergency basis, to purchase a replacement pump for the lift station; and

WHEREAS, Xylem Water Solutions USA, Inc., a sole source provider, provided a price quote for the purchase, on an emergency basis, of the required pump at a price not to exceed $156,000.00; and

WHEREAS, the immediate procurement of the pump was necessary for (i) the preservation of the public health and safety of the City's residents and (ii) to repair unforeseen damage to public property pursuant to Texas Local Government Code sections 252.022(a)(2) and 252.002(a)(3) and, as such, the procurement is exempt from the competitive sealed bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Rowlett, Texas finds it to serve the health, safety and general welfare of the citizens and to be in the best interest of the City and its citizens to approve and ratify the purchase of the pump from Xylem Water Solutions USA, Inc.;

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

SECTION 1: An emergency exists under Texas Local Government Code sections 252.022(a)(2) and 252.022(a)(3) with regard to the urgent need for immediate purchase of a replacement pump for the Bayside Sewer Lift Station.

SECTION 2: The pump was provided by Xylem Water Solutions USA, Inc., a sole source provider.

SECTION 3: The Interim City Manager's purchase of the pump for the Bayside Sewer Lift Station from Xylem Water Solutions USA, Inc. for a price not to exceed $156,000.000, in accordance with the specifications attached hereto and incorporated herein by this reference as Exhibit "A," is hereby approved and ratified. The Interim City Manager is hereby further authorized to execute other related documents as may be necessary for completion of this emergency project.

SECTION 4: This resolution shall become effective immediately upon its passage.

Attachments

1. Exhibit A - Xylem Water Solutions Quote, Sole Source Letter, and Purchase Order

CITY OF ROWLETT
4004 Main Street
ROWLETT, TEXAS 75088-5077
Phone: 972-412-6189

Purchase Order

Fiscal Year 2026

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600290**

Bill To
WASTEWATER UTILITY
4310 INDUSTRIAL STREET
ROWLETT, TX 75088
Phone: 972-412-6168

Vendor

XYLEM WATER SOLUTIONS USA INC.
4828 PARKWAY PLAZA BLVD
CHARLOTTE, NC 28217

Ship To
WASTEWATER UTILITY
4310 INDUSTRIAL STREET
ROWLETT, TX 75088
Email: thejny@rowlett.com
Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
972-841-6659		12600509	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/12/2026	1587			WASTEWATER UTILITY

NOTES

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	EMERGENCY PUMP REPLACEMENT/BAYSIDE LIFT STATION	1.000	EACH	$156,000.00	$156,000.00

BAYSIDE LS (ABS XFP250M-CH2 PE 1850)
DESCRIPTION:
-FLYGT NT 3231, 63-480, 390 mm
-INTENDED FOR SEMI PERMANENT WET INSTALLATION
-HARD IRON IMPELLER AND INSERT RING
-DRIVE UNIT: 746, 4 POLE, 250 HP, 460 V, IE3 MOTOR
-APPROVAL: FM EX (EXPLOSION PROOF)
-COOLING JACKET WITH CLOSED LOOP COOLING SYSTEM
-INSULATED SUPPORT BEARING
-SHAFT: AISI 431 STAINLESS STEEL
-FLS, LEAKAGE DETECTOR, IN JUNCTION BOX
-FLS, LEAKAGE DETECTOR, IN STATOR HOUSING,
-PT-100 IN ONE STATOR WINDING
-PT-100 IN 2ND AND 3RD STATOR WINDINGS
-PT-100 IN LOWER AND UPPER BEARING
-PUMP MEMORY

60 - CABLE, SUCAB 3X70+2G35/2+ S(2X0.5) 39.5MM
60 - CABLE, SUCAB 3X70+2G35/2+ S(2X0.5) 39.5MM
1 - 8X10" ADAPTER

ELECTRICAL:
1 - HMI, OPERATOR T-80 15"
1 - MONITOR, PUMP MAS800 CU
1 - MONITOR, PUMP MAS800 BU812

FIELD ENGINEERING:
8 - AUTOMATION AND CONTROLS FIELD+ SPECIALIST SUPPORT

FREIGHT: SHIPPING AND HANDLING-NOT TAX
EXPEDITED AIR FREIGHT

*NOTE: ALL ITEMS AND SERVICES TO BE PROVIDED IN ACCORDANCE

CONTINUED ON NEXT PAGE

VENDOR COPY

CITY OF ROWLETT
4004 Main Street
ROWLETT, TEXAS 75088-5077
Phone: 972-412-6189

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600290**

Bill To
WASTEWATER UTILITY
4310 INDUSTRIAL STREET
ROWLETT, TX 75088
Phone: 972-412-6168

Vendor

XYLEM WATER SOLUTIONS USA INC.
4828 PARKWAY PLAZA BLVD
CHARLOTTE, NC 28217

Ship To
WASTEWATER UTILITY
4310 INDUSTRIAL STREET
ROWLETT, TX 75088
Email: thejny@rowlett.com
Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
972-841-6659		12600509	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/12/2026	1587			WASTEWATER UTILITY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
	WITH TERMS AND CONDITIONS OF XYLEM QUOTE NO. 2025-DAL-0068 AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS.				

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

Tonuary M. Calhoun
Authorized Signature

Total Ext. Price	$156,000.00
Purchase Order Total	**$156,000.00**

VENDOR COPY

Xylem Water Solutions USA, Inc.

Jeff Moody
Customer Support Supervisor
4828 Parkway Plaza Blvd. - Suite 200
jeff.moody@xylem.com
P: 980.505.4715

January 19, 2026

Suman Verma
Purchasing Agent
City of Rowlett (Purchaser)
4004 Main St.
Rowlett, TX 75088

SUBJECT: Project: City of Rowlett – Bayside LS
Your PO#: 22600290
Flygt Quote #: 2025-DAL-0068

Thank you for Purchase Order for Xylem (FLYGT) products for this project. We have reviewed your Purchase Order Terms and Scope of Supply and are in general agreement with them. Prior to finalizing your order, however, we need to come to a final agreement on the following items:

Scope of Supply
As detailed in your Purchase Order, the scope of equipment supply for this purchase order shall be as outlined in the above referenced Quote. The Quote shall be incorporated as a binding part of the order. In addition, the Xylem Terms and Conditions of Sale shall be made a part of this purchase order. However, in the event of a conflict between Xylem's (FLYGT) terms and the Purchaser's terms, the Purchaser's terms shall govern except as modified herein.

Freight
The sell price includes freight allowed to the jobsite. Shipment will be handled by Xylem and will be in accordance with the following terms: DAP; Jobsite (per Incoterms 2020). Title and risk of loss will transfer to Purchaser upon delivery of goods at destination.

Payment Terms

100% Net 45 days after invoice date

Limitation of Liability
Irrespective of any other provision in this Contract, under no circumstances shall either Party be liable to the other Party (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) loss of profit or loss of revenue, loss of power, loss of use or business opportunity, loss of contracts, loss of goodwill, loss of reputation, costs of capital, cost of obtaining alternative performance, downtime costs, claims of customers of the purchaser or costs of replacement of power or loss of anticipated savings, increased costs of operation or for any special, indirect, incidental, punitive, exemplary or consequential damage, loss of any nature whatsoever regardless of whether such loss or damage was reasonably foreseeable. The aggregate liability of each party to the other whether under contract law, in tort (including negligence), or under any other legal theory, is limited to this Purchase Order price / Contract Value ("Cap"). This Cap does not apply to: (a) respective costs, losses, or damages awarded to third parties for destruction of tangible property, (b) bodily injury, sickness, or death; and (c) gross negligence or willful misconduct. To the extent that this Purchase Order includes damages, liquidated or otherwise, all such damages will be limited to $500/day and 10% of this Purchase Order Price / Contract Value. Such payment will be the sole and exclusive remedy for such event. Any liquidated damages that may be assessed will reduce the overall limitation of liability. This clause prevails over all other Purchase Order clauses.

Tariffs

The prices set forth in this agreement are based on the tariff rates, duties, taxes, government charges and trade regulation in effect as of the date the price of the products and/or services subject to this agreement became binding on the parties. If, after such date, any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, taxes, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), then, notwithstanding any other terms and conditions to the contrary (including, without limitation, the applicable Incoterm), Xylem is entitled to adjust the pricing of the affected goods/services to reflect the increased costs and Xylem shall not be obligated to deliver the goods and/or services until an agreement on the new price has been reached; and Purchaser will be responsible for the payment of all Tariff Changes incurred by Xylem in the shipping, transportation, and/or delivery of the goods to the Purchaser.

Shipment Schedule

Lead time after order acceptance:

Pump(s):	13-15 weeks
Controls:	5-7 weeks

We would appreciate it if you would execute this letter so that it becomes a binding part of your purchase order and our formal contractual obligations. Please sign and return to me via e-mail at (jeff.moody@xylem.com) with the above requested items at your earliest possible convenience so that we may adhere to the above schedule. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Jeff Moody
Customer Support Supervisor

Accepted by: (authorized party to bind company)

David Hall
Printed Name

City Manager
Title

Signature *Date* 2/3/16

Xylem Water Solutions USA, Inc
2310 McDaniel Drive
Carrollton, TX 75006

FLYGT
a xylem brand

December 5, 2025

RE: Xylem/Flygt Branded Products
Sole Authorized Sales and Service for City of Rowlett, TX

To Whom it May Concern:

Flygt is a Xylem, Inc brand (xylem.com). The Xylem, Inc subsidiary - Xylem Water Solutions USA, Inc (XWS) - exclusively sells Flygt branded products and authorized support services for the municipal water and wastewater market in North America. Although XWS does maintain various territory-specific and exclusive distributor contracts throughout North America, the area of North Central Texas, including City of Rowlett, TX no such distributor can sell within the territory, i.e. XWS is direct to market. No other sellers or distributors are authorized by either Xylem, Inc or XWS in North Central Texas for this market, and for the products and services mentioned below.

Products included are Flygt branded: submersible pumps, mixers and accessories; OEM Flygt replacement parts, controllers, level sensors, and electrical components. Trademarks and/or patents may be in effect for a particular product listed here, however XWS indemnifies our direct buyers against any losses, liability or costs, arising out of the use of this equipment for infringement of any patent, copyright, trademark, trade name, brand or slogan.

Factory *authorized* Flygt field and shop services - supported out of the XWS branch service team in Carrollton, TX include: authorized field services for the products; labor and components for repairs (shop and field), labor for product and/or maintenance training (shop and field); and authorized field start-up services for the products. Specialized skills are required to service Flygt equipment and must be authorized by XWS to maintain warranty. To be authorized, different levels of training are required for the XWS service team, depending on the discipline needed in servicing a particular product. This training must be completed by the XWS services team for the services to be authorized, to maintain warranty. No other seller in North Central Texas is authorized to perform the services above, for these products listed here, and in the market noted above.

Please feel free to contact the undersigned with any questions regarding this matter.

Lukas Gurrera
Sales Engineer – Flygt Products
Xylem Water Solutions USA, Inc
lukas.gurrera@xylem.com
Mobile: (469) 261-5344

Rowlett TEXAS

CITY OF ROWLETT
PROCUREMENT ROUTING FORM

DATE: 12/16/2025 **STAFF REPRESENTATIVE:** Willis Wolverton

APPROVAL ROUTING

Title	Name	Approval (Initial & Date)
Legal Review	Victoria Thomas	Email attached
Department Head	Chris Patterson	
Director of IT (IT Purchases Only)	David Leibowitz	N/A
Budget	Alison Brown/Kaitlin Watkins	KW 1/7/26
Purchasing (Contracts Only)	January Calhoun	JMC 1/7/2026
DCM/ACM/Managing Director	Munal Mauladad	1/7/26
City Manager	David Hall	1/7/26
City Secretary	Deborah Sorensen	Official Record ds 1/8/26

PURPOSE

Requesting approval of an emergency purchase for one (1) replacement pump for the Bayside Lift Station from Xylem Water Solutions USA, Inc., the exclusive distributor and service provider for the North Central Texas area, in the amount of $156,000. This purchase will be presented to City Council for ratification and approval at a later date.

SUMMARY

The Bayside Lift Station was originally designed to operate with three pumps to maintain proper capacity and redundancy. One of these pumps was damaged by a ground fault in 2020 and has not been in service since. Although the pump was initially sent for repair, subsequent vendor transfers and staff turnover resulted in the pump not being recovered. As a result, the station has operated with only two pumps for several years and is now further compromised due to a recent failure of one of the remaining units.

To restore the lift station to its required three-pump configuration and prevent future emergency bypass rentals, the purchase of a new pump is necessary. The quoted cost for the replacement pump is $152,000, with an additional $4,000 for expedited shipping to reduce the lead time from 16–18 weeks down to approximately 12 weeks. This shortened delivery window not only reduces the operational risk associated with relying on a single pump but also avoids an estimated $6,000 in additional rental costs.

FINANCIAL/BUDGET IMPLICATIONS

Project Code or Budget Account Number	Account or Project Title	Available Budget	Proposed Amount	Remaining Balance
SS2109 CASHCIPWS CONSTRUCT LABOR	5208102-6701	781,314.65	$156,000	625,314.65

SS2109 CASHCIPWS CONSTRUCT LABOR 5208102 6701

ATTACHMENTS

Quote
Sole Authorized Sales and Service Letter
Legal Review

Purchasing note, 2026-26-B

V11-11-2025

xylem

December 5, 2025

CITY OF ROWLETT
4310 INDUSTRIAL ST
ROWLETT TX 75088-7713

Quote # 2025-DAL-0068
Project Name: City of Rowlett
Job Name: Bayside LS (ABS Retrofit)

Xylem Water Solutions USA, Inc.

Flygt Products

2310 McDaniel Drive
Carrollton, TX 75006

Bayside LS (ABS XFP250M-CH2 PE1850)

Qty	Description
1	Flygt NT 3231, 63-480, 390 mm Intended for semi permanent wet installation Hard iron impeller and insert ring Drive Unit: 746, 4 pole, 250 HP, 460 V, IE3 motor Approval: FM Ex (Explosion Proof) Cooling jacket with closed loop cooling system Insulated support bearing Shaft: AISI 431 Stainless steel FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in 2nd and 3rd stator windings PT-100 in lower & upper bearing Pump memory
60	CABLE,SUBCAB 3X70+2G35/2+ S(2X0.5) 39.5MM
60	CABLE,SUBCAB 3X70+2G35/2+ S(2X0.5) 39.5MM
1	8x10" Adapter

Electrical

Qty	Description
1	HMI,OPERATOR T-80 15"
1	MONITOR,PUMP MAS800 CU
1	MONITOR,PUMP MAS800 BU812

Field Engineering

Qty	Description
8	AUTOMATION AND CONTROLS FIELD+ SPECIALIST SUPPORT

Freight

Qty	Description
1	SHIPPING AND HANDLING-NO TAX ***EXPEDITED AIR FREIGHT***

Total Price $ 156,000.00

FLYGT
a xylem brand

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders:	Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms:	3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020) See Freight Payment (Delivery Terms) below.
Taxes:	State, local and other applicable taxes are not included in this quotation.
Back Charges:	Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Tariff Changes:	The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.
Shortages:	Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Payment:	100% N45 after invoice date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
Validity:	This Quote is valid for thirty (30) days.
Terms of Delivery:	Prepaid
Time of Delivery:	Approx. 12 working weeks after receipt of order acceptance and written release to manufacture.
Warranty:	Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.
Exclusions:	This Quote includes only the items listed specified above.
Changes:	This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Lukas Gurrera
Sales Engineer - Flygt Products
Phone: 469-261-5344

lukas.gurrera@xylem.com

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2025-DAL-0068
Customer Name: CITY OF ROWLETT
Job Name: Bayside LS (ABS Retrofit)
Total Amount: **$ 156,000.00**

Signature: _____ Name: David Hall, City Manager (PLEASE PRINT)

Company/Utility:City of Rowlett

Address: 4000 Main St.

Rowlett, TX 75088

PO: 22600290

Date: 2/3/2026

Phone:(972) 412-6290

Email: dhall@rowlett.com

Fax: (972) 412-6118

FLYGT
a xylem brand

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 4.F.

Title
Consider action approving an amendment to Task Authorization with Freese and Nichols, Inc.

Consider action to adopt a resolution authorizing and approving an amendment to Task Authorization FY24-FNI-01 with Freese and Nichols, Inc., for additional professional engineering consulting services associated with the National Primary Drinking Water Regulations: Lead and Copper Rule Revision in an amount not to exceed $603,740.00, resulting in a total project budget of $737,591.00, and authorizing the Interim City Manager to execute the necessary documents for said services.

Staff Representative
Gary Enna, Interim Director of PW/City Engineering
Deepa Modi, Asst. Director of PW/City Engineer
Bryan Manderscheid, Civil Engineer

Executive Summary

The City has previously engaged Freese and Nichols, Inc. (FNI), to provide engineering consulting services for compliance with Lead and Copper Rule Revisions (LCRR) established by the Environmental Protection Agency (EPA). The EPA has further expanded and clarified the regulations with the Lead and Copper Rule Improvements (LCRI), finalized in October 2024. The purpose of this item is to amend the Task Authorization issued to FNI to provide engineering consulting services to address these new regulations prior to the compliance date of November 1, 2027.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
INVEST IN TRANSPORTATION & INFRASTRUCTURE	6.7 Provide a high-quality water supply and distribution system.

Background Information
On January 15, 2021, the EPA published the National Primary Drinking Water Regulations: Lead and Copper Rule Revision (LCRR) (40 CFR Parts 141 and 142), setting new standards aimed at removing harmful levels of lead and copper from drinking water. In

publishing the rule, EPA has set the following goals for Lead Service Lines (LSLs):

- Replacing 100% of LSLs to protect all Americans from the most significant source of lead in drinking water systems;
- Equitably improving public health protection for those who cannot afford to replace the customer-owned portions of their LSLs;
- Improving methods to identify LSLs and setting trigger action in communities that are most at risk of elevated drinking water lead levels.

The LCRR rule applies to all Community Water Systems (CWSs) i.e., a public water system that provides water for human consumption to the same population year-round, with at least 15 service connections and serving at least 25 people. Rowlett qualifies as a Community Water System. The rule requires CWSs to inventory their water service line materials, to conduct public outreach, and to develop sampling and replacement plans for lead and other materials required to be replaced. The initial inventory requirements of the LCRR specify:

- Information that water systems must include in their water service line inventory;
- When water systems must submit their initial inventories to their primacy agency;
- Requirements for water systems to make their information publicly accessible and to notify all persons served by the water system at the service connection with a lead service line, a galvanized-requiring-replacement (GRR) service line, or lead-status-unknown service line; and,
    - Reporting requirements for states.

On June 16, 2021, the EPA published the agency's decision to delay the effective and compliance dates of the LCRR that were first published on January 15, 2021. The effective date of the rule was extended from March 16, 2021 to December 16, 2021, while the compliance date was extended from January 16, 2024, to October 16, 2024, to ensure drinking water systems and primacy states continued to have the full three years provided by the Safe Drinking Water Act to take actions needed for regulatory compliance.

On September 18, 2023, Council received a work session presentation from FNI regarding LCRR. Task Authorization FY24-FNI-01 with FNI in the amount of $50,000 for Phase 1 engineering consulting services associated with complying with the LCRR was approved by Council at the September 19, 2023, regular session. The EPA unveiled a final section of regulation, the Lead and Copper Improvement (LCRI), designed to clarify and strengthen specific components of the LCRR. The LCRI was preliminarily released on November 30, 2023 and finalized on October 8, 2024. The LCRI effectively replaced the LCRR and introduced significant new requirements, most notably eliminating all unknowns within service line material by November 1, 2027, and developing a plan to replace all lead and galvanized requiring replacement (GRR) lines to the customer building inlet by 2037.

On August 6, 2024, Council approved Amendment for an amount of $83,851.00 to conduct

additional professional consulting services for items that needed to be addressed during the October 16, 2024 compliance date, including preparing a public-facing GIS inventory of the City's service line material, assisting in submitting all compliance documents, and providing a compliance plan for the new LCRI requirements.

Discussion

The City of Rowlett is subject to the LCRI and must inventory its LSLs and report the inventory to the Texas Commission on Environmental Quality (TCEQ) by the compliance date of November 1, 2027. Staff is proposing to engage Freese and Nichols, Inc. (FNI), to assist with the inventory, planning, and sampling efforts. FNI has been requested to provide a scope-and-fee proposal for consulting services to support the City's efforts to comply with the newly revised LCRR.

FNI proposed a phased approach to identify and inventory the community's LSLs and to develop a plan to replace the LSLs. FNI divided the project into six phases, as follows:

- Phase 1: The goal of Phase 1 was to assess the effort required to comply with the LCRR, which was directly related to both the probability of lead and copper service lines within the community. **(Completed)**
- Phase 2: FNI developed the mapping and data collection tools to conduct and review a GIS-based inventory of the City's water service lines. **(Completed)**
- Phase 3: Water quality sampling is used frequently to detect the presence of LSLs. FNI will develop a sampling plan, based on the City's existing sampling methods and schedules, to target high-probability neighborhoods and facilities, including schools and childcare facilities which are required by the LCRR. **(Proposed under this amendment)**
- Phase 4: At a minimum, FNI will develop an LSL Replacement Plan, required by the LCRR, for any service lines identified during the earlier phases.
- Phase 5: FNI will develop a web-based map (and spreadsheet for non-computer users), as required by the LCRR, to serve as the public-facing inventory for the City.
- Phase 6: The goal of Phase 6 is to prepare the reporting documentation for submission to TCEQ by the compliance deadline of October 16, 2024. Documentation will include: (1) the initial service line material inventory; (2) the water quality sampling plan; (3) the public-facing web-based map and spreadsheet; and, (4) the LSL Replacement Plan.

Exhibit A presents FNI's scope and fees for phase 3 to be completed under this task authorization/amendment. Phase 1 and 2 are completed in 2023 and 2024, respectively. City staff requested FNI to submit their proposal for Phase 3 with an option for city staff to complete some field inspections in-house. However, after speaking with PW operations team, we understood that team does not have enough resources to conduct field inspections in-house.

As such, staff is requesting to engage FNI with Amendment #2 to TA FY24-FNI-01 (Exhinit A) for Phase 3 services at this time, and will return after the completion of Phase 3 for permission to engage FNI for Phases 4 through 6, accordingly.

Financial/Budget Implications

Project/Task	Account or Project Title	Proposed Amount	Available Fund	Borrow Temporarily
Task Authorization FY24-FNI-01		$50,000		
	Water Preventative Maintenance (WA2103)		$50,000	
Amendment #1		$83,851		
	Water Preventative Maintenance (WA2103)		$83,851	
Amendment #2		$603,740		
	Water Preventative Maintenance (WA2103)*			$100,000*
	Revenue Bond (FY27)		$603,740	
Total		$737,591		

* In order to meet the November 1, 2027 regulatory deadline, city staff recommends using $100,000 from Water Preventive Maintenance Project # WA2103 to begin project initiation activities. Once fund is available for this project in October 2026, the fund borrowed from Project WA#2103 will be returned and a stand alone project will be created for these services.

Recommended Action

Move to adopt a resolution authorizing and approving Amendment #2 to Task Authorization FY24-FNI-01 with Freese and Nichols, Inc., for additional professional engineering consulting services associated with the National Primary Drinking Water Regulations: Lead and Copper Rule Revision in an amount not to exceed $603,740.00, resulting in a total project budget of $737,591.00, and authorizing the City Manager to execute the necessary documents for said services.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AUTHORIZING AND APPROVING AMENDMENT #2 TO TASK AUTHORIZATION FY24-FNI-01 WITH FREESE AND NICHOLS, INC., FOR ADDITIONAL PROFESSIONAL ENGINEERING CONSULTING SERVICES ASSOCIATED WITH THE NATIONAL PRIMARY DRINKING WATER REGULATIONS: LEAD AND COPPER RULE REVISION IN AN AMOUNT NOT TO EXCEED $603,740.00; AUTHORING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE AMENDMENT #2 AND ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2021, the federal Environmental Protection Agency ("EP") published the National Primary Drinking Water Regulations: Lead and Copper Rule Revision (LCRR) (40 CFR Parts 141 and 142), setting new standards aimed at removing harmful levels of lead and copper from drinking water, but delayed the effective and compliance dates therefor; and

WHEREAS, on September 19, 2023, the City Council authorized Task Authorization FY24-FNI-01 with Freese and Nichols, Inc. ("FNI") in the amount of $50,000.00 for Phase 1 engineering consulting services associated with compliance with the LCRR; and

WHEREAS, thereafter on October 8, 2024, the EPA released its final section of regulation, the Lead and Copper Improvement (LCRI), effectively replacing the LCRR and introducing significant new requirements, most notably the requirement of elimination of all unknowns within service line materials by November 1, 2027 and the development of a plan to replace all lead and galvanized lines to customer building inlets by 2037; and

WHEREAS, on August 6, 2024, the Council approved Amendment #1 with FNI for an additional $83,851.00 for conducting of additional professional consulting services for items required to be addressed during an October 16, 2024 compliance date, including preparing a public-facing GIS inventory of the City's service line material, assisting in submitting all compliance documents, and providing a compliance plan for the new LCRI requirements; and

WHEREAS, City staff is now requesting approval of Amendment #2 to Task Authorization FY24-FNI-01 to cover the cost of the next phase of engineering consulting services required for compliance with LCRI, including development of a water quality sampling plan; and

WHEREAS, the City Council finds that it serves the health, safety and general welfare of the citizens of Rowlett to approve Amendment #2 to Task Authorization FY24-FNI-01 with Freese and Nichols, Inc. for compensation in an amount not to exceed $603,74-.00;

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

SECTION 1: Amendment #2 to Task Authorization FY24-FNI-01 with Freese and Nichols, Inc., for additional engineering consulting services associated with the National Primary Drinking Water Regulations: Lead and Copper Rule Revision, for compensation in an amount not to exceed $603,740.00, in substantially the form of the amendment attached hereto and incorporated herein by this reference as Exhibit "A," is hereby approved and the Interim CIty Manager or his designee is hereby authorized to execute the Amendment #2 and any necessary and related documents.

SECTION 2: This resolution shall take effect immediately from and after its passage.

Attachments

1. Exhibit A – Amendment #2 to Task Authorization FY24-FNI-01

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #2

City of Rowlett	**FNI Project:**	**ROW23892**
4000 Main Street	**Client Contract:**	**N/A**
Rowlett, TX 75088	**Date:**	**6/4/2026**

Project Name:	Lead & Copper Rule Revision Consulting Services, Phase 3
Description of Services:	Per Attachment SC
Deliverables:	Per Attachment SC
Schedule:	Per Attachment SC
Compensation Type:	Not to Exceed (NTE)
Current Contract Amount:	$133,851.00
Amount of this Amendment:	$603,740.00
Revised Total Amount Authorized:	$737,591.00

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF ROWLETT

By: _____

Name: _____

Title: _____

Date: _____

FREESE AND NICHOLS, INC.

By: Trey Shanks

Name: Trey Shanks

Title: Vice President/ Principal

Date: June 4, 2026

SCOPE OF SERVICES AND RESPONSIBILITIES OF THE CITY
PHASE 3 - LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM

PROJECT UNDERSTANDING

This proposal is a continuation of the phased approach recommended by Freese and Nichols, Inc. (FNI) to support the City of Rowlett (City) with preparation for the Lead and Copper Rule Revisions (LCRR). In 2023, FNI completed Phases 1 and 2, which provided an initial service line inventory, compliance schedule, and planning-level budget for future phases. This phase focuses on incorporating the final section of regulation, the Lead and Copper Rule Improvements (LCRI), finalized on October 8, 2024, and preparing the required compliance items for the November 1, 2027, LCRI Compliance Date. The LCRI effectively replaced the LCRR and introduced significant new requirements, most notably eliminating all unknowns and developing a plan to replace all lead and galvanized requiring replacement (GRR) lines to the customer building inlet by 2037. The replacement requirement applies to all systems with lead, GRR, or unknown service lines, regardless of lead detection levels.

Additionally, the updated monitoring requirements and the new requirement to sample schools and childcare facilities take effect on the LCRI compliance date. The identification of service line materials directly impacts the City's replacement, sampling, and communication requirements. Unknowns submitted in the Baseline Inventory, Due November 2027, will be treated as lead or GRR. It is highly recommended that the city inspect and reduce unknowns as much as possible ahead of the compliance date. This proposal includes an updated schedule and level of effort to prepare the City for LCRI compliance, including an estimated effort for conducting field inspections of all unknowns. The scope of services in this proposal includes the following major components:

Basic Services

- Project Management and Coordination Meetings
- Baseline Inventory Development
- Lead Service Line Replacement (LSLR) Plan
- Updated Sampling Plan for Routine Lead Monitoring
- Schools and Childcare Facility Sampling Plan

Special Services

- Additional Field Inspections
- Funding Support

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task 1 - Project Management and Coordination Meetings

1.1 Project Kickoff Meeting

FNI will conduct a kickoff meeting with key stakeholders to discuss the Project approach, roles, and deliverables.

1.2 Project Administration

Perform general administrative duties associated with the Project, including planning, progress monitoring, and monthly progress reporting, scheduling, quality control/quality assurance, and invoicing for the Project. These duties include maintaining regular contact with the City to promptly meet its needs and executing work in accordance with the work plan, budget, and schedule.

1.3 Project Coordination Meetings

Lead up to six (6) virtual, 30-minute coordination meetings to facilitate the progress and completion of the Project.

At each meeting, FNI will be responsible for:

- Developing and distributing the agenda in advance of the meeting
- Moderating the discussion
- Distributing meeting minutes and action items

The City will be responsible for:

- Reviewing the agenda and securing the participation of relevant staff for each meeting
- Reviewing meeting minutes and providing timely feedback to FNI
- Addressing action items on time

Task 1.3 LCRI Regulatory Analysis and Compliance Program Development

FNI will provide a review of the LCRI regulation and evaluate its applicability to the City. This effort includes participation in TCEQ, EPA, and industry association meetings and development of Project processes, guidance, and templates to support the City's preparation for LCRI compliance.

Task 2 – Baseline Inventory Development

A Baseline Inventory is due November 1, 2027. This inventory will establish the system's replacement and communication requirements and will treat unknown materials as potentially lead. FNI recommends aggressively reducing unknowns before 2027 to expedite identification of potential lead and GRR lines and avoid unnecessary public communication or replacement activities at locations that may ultimately be non-lead. The City's inventory currently lists approximately 7,220 unknown service lines. This task includes efforts to reduce the City's unknowns through service line inspections and prepare a Baseline Inventory for submittal by the compliance date.

2.1 Field Service Line Material Field Verification Support

FNI will contract with a subcontractor to support the City with service line inspections. FNI will coordinate with the subcontractor, set up an updated data collection application for inspections, and oversight for field inspectors, assist the inspectors with GIS support, and provide data QC for the inventory based on the field inspections.

2.1.1 Field Inspection Mobile Application

FNI will develop a mobile application using ESRI ArcGIS technology to support the field investigation efforts. The application will be hosted in the City's ArcGIS Online (AGOL) environment. It will allow the field inspectors to document the meter location and service line material and provide photos of each meter box inspected. The City is expected to provide FNI with one (1) AGOL Creator License with a Publisher Role for use during the Project.

The mobile application will require an AGOL Mobile Worker license for each user. The City will provide up to twelve (12) user accounts for the inspectors' use during this Project.

The mobile application will be directly connected through AGOL to the City's GIS to allow data collected in the field to update the City's internal inventory, which will then be used to update the public-facing inventory.

2.1.2 Field Inspections

- FNI will assist the City in planning and conducting inspections at up to 3,600 connections.
- FNI will provide the City with a map to communicate the scheduled field inspections to the public. FNI and the City will mutually determine the schedule and plan the inspections.
- FNI will create a notice letter template for the City to use to communicate with customers about the scheduled inspections. The City will be responsible for any public communication regarding inspections, including the delivery of this mail. The City will be responsible for any design and formatting.
- Before inspections begin, FNI will host a pre-inspection kickoff meeting to review the goals, schedule, communication plans, and workflows.

- FNI, through its subcontractor, will inspect up to 3,600 meter boxes to record observed SL materials. If materials cannot be located inside the meter box, the SL material will be inspected by a slight dig, generally within 6-12 inches of the meter box.

- Field inspections will use lead-identification methods such as scratch, magnet, and lead swab testing. Dirt and sediment will be removed from the meter boxes, and lines will be cleaned to expose the material as needed.

- Data will be recorded for each service line, pictures will be taken, and site cleanup/restoration will be performed to return sites to their original condition.

- FNI will provide monthly updates regarding the progress of the inspections and periodic check-ins to review any issues or decisions regarding inspections.

2.1.3 Inspection Data QC and Ongoing Inventory Support

- FNI will provide up to twelve (12) hours of quality control (QC) support throughout the inspection process, to QC the observed data added to the inventory from the subcontractor's inspectors.

2.2 Baseline Inventory Preparation and Submittal

FNI will finalize the inventory for submittal to TCEQ by November 1, 2027. This will include reviewing and incorporating current connections data, adding service lines to buildings at meters that service multi-family or commercial properties, and formatting the inventory into the TCEQ Baseline Inventory template.

FNI will present the final Baseline Inventory and associated public-facing web map to the City for review and assist with upload to the state portal.

Task 2 Deliverables

- A mobile application for field inspections. Upon completion of the subcontractor's field inspections, the mobile application and field worker licenses will be returned to the City.

- Written content for public communication of field inspections, including a map and approximately two (2) letter-sized pages of text and figures. This information will be delivered electronically.

- Monthly email updates detailing inspection progress.

Task 2 Assumptions

- The City will provide at least one (1) ESRI AGOL Creator License with a Publisher Role to develop the application.

- FNI will provide the textual content of the mail. The City will be responsible for formatting and designing the content and delivering mail regarding any public communication regarding inspections.

- A site that has been field-inspected may result in an 'Unknown' classification of SLM because of several factors, including but not limited to inaccessibility to the meter box, etc.

- Meter box resetting charges are excluded from this scope of services. If required, these charges will be billed separately and passed through with a 15% markup.

Task 3 – Lead Service Line Replacement (LSLR) Plan

3.1 LSLR Plan Development

An LSLR Plan is required for systems with service lines of lead, GRR or unknown material. Required elements of the replacement plan are specified in 40 CFR 141.84(c)(1). Notable elements include:

1. Strategy to identify remaining unknown service lines

2. Procedure and customer communication strategy for service line replacements

3. Documentation of laws, regulations, or tariff agreements that affect the City's ability to conduct private-side replacements

4. Communications and funding strategy for service line replacement, including the customer assistance approach

5. Procedure for providing customer flushing instructions and filters following a disturbance of lead, GRR or an unknown service line

LCRI requires the LSLR Plan to be made publicly available and to be updated and submitted alongside the annual update and submittal of the City's Inventory.

3.1 LSLR Plan Development

In this Task, FNI will support the City in developing its compliance approach for service line replacements and developing the replacement plan document.

3.1.1 Funding and Replacement Strategy Support

The City will be responsible for locating laws, regulations, or tariff agreements that affect the system's ability to access private side service lines for replacement, and authorization to pay for or cost-share private-side replacements.

Based on the information above, FNI will develop a list of replacement and funding approaches for service lines that are identified as lead or GRR.

FNI will host a workshop with the City to review the rule requirements and compliance options for their consideration. The City will make the final decision on the approach to replacing private service lines.

3.1.2 Procedures Development

FNI will host a Procedures Development Meeting to review and establish City-specific procedures for service line replacements, and for maintenance activities at lead, GRR, and unknown locations. Based on City input, FNI will develop procedures to be incorporated into the LSLR Plan.

3.1.3 LSLR Plan Document

Based on the results of the tasks above, FNI will prepare a draft LSLR plan with all elements required by 40 CFR 141.84(c)(1). Additionally, FNI will provide instructions for updating the plan and for public notification requirements.

3.2 LSLR Procedures and Implementation Training

FNI will develop slides and host a 90-minute virtual training session to prepare the City to initiate the plan by November 1, 2027. Training will cover update and public notification requirements for the LSLR plan, and procedures within the LSLR plan, which may include service line classification and replacement communications, lead sampling upon request for GRR and lead service lines, coordination surrounding service line replacements, and flushing instructions and filters following maintenance.

Task 3 Deliverables

- LSLR Plan – provided electronically.
- LSLR Training session, slides, and follow-up meeting minutes.
- Presentation materials from workshops and meetings are included in this task.

Task 3 Assumptions

- City will provide documentation related to the City's replacement of privately owned service lines on private property. FNI will not provide interpretation of these items. FNI will provide options for meeting replacement requirements and coordinate with state regulators to verify the City's selected approach complies with the LCRI.
- The LSLR will be submitted for one round of review and comments before finalizing.
- FNI will lead one (1) training session for the City on the LSLR plan.

Task 4 – Updated Sampling Plan for Routine Lead Monitoring

4.1 LCRI Sample Sites and Monitoring Plan

FNI will review inventory data and historical sampling records to identify Tier 1–4 sample sites and evaluate prior lead detections. FNI will also support customer outreach to document data on interior plumbing materials and gather customer information for willing participants. The City will be responsible for printing and delivering communications materials.

FNI will compile and analyze available sample site data to recommend a pool of recommended routine sample sites for the City's review. FNI will prepare the required documentation and submit the selected sites to TCEQ.

FNI will also review and recommend sample sites for water quality parameter (WQP) monitoring, and will combine these with the lead sample sites into an updated monitoring plan. The updated monitoring plan will include a list and map of site locations, a required sampling schedule, and LCRI sampling procedures.

FNI will host a monitoring plan review meeting to review updated sampling requirements, standard monitoring activities to start in 2028, and the process for transitioning to reduced monitoring based on sample results and LCRI compliance status.

4.2 Procedures and Training on Reporting and Response Actions

Under this Task, FNI will assist the City in preparing to comply with LCRI requirements triggered when an individual lead sample exceeds the 10 ppb Action Level. These requirements include time-sensitive customer notification, follow-up sampling, and reporting to TCEQ and the local health agency.

FNI will develop a Standard Operating Procedure (SOP) outlining the process for:

- Reviewing and tracking lead sample results upon receipt from the laboratory
- Issuing required customer notifications within regulatory deadlines
- Conducting required follow-up monitoring, and
- Completing regulatory reporting

FNI will coordinate with the City to identify responsible staff, resources, and key stakeholders for implementation. FNI will submit the draft SOP for one round of City review and incorporate feedback into a final version.

FNI will also prepare implementation and training materials, including:

- A one-page summary of response requirements and timelines for staff reference
- A training presentation slide deck

FNI will conduct one virtual training session with City staff and relevant stakeholders on the reporting and response procedures for compliance with LCRI.

Task 4 Deliverables

- Sample Site Outreach materials – provided electronically.

- TCEQ Sample Site Documentation.

- Updated materials for the lead and copper rule section of the TCEQ monitoring plan including sample sites, schedule and updated procedures.

- SOP and training materials on the updated LCRI reporting and response actions.

Task 4 Assumptions

- Customer communications will be the responsibility of the City. This includes printing and distributing letters, door tags and media outreach to request interior plumbing data and volunteers for sampling participation, responding to public questions regarding participation in the monitoring program, and notifying selected sites of their final adoption into the site pool.

- The monitoring plan will be finalized after the release of the LCRI templates; however if templates are not available by November 2027, a plan will be developed in accordance with state and federal regulations.

- FNI will conduct one (1) training session on the new sampling response requirements. The City will be responsible for future or additional training sessions.

Task 5 – Schools and Childcare Sampling Preparation

Under this task, FNI will assist the City in preparing to meet LCRI requirements for outreach and sampling at elementary schools and licensed childcare facilities constructed before 2014.

FNI will prepare a proposed outreach and sampling schedule based on the list of registered schools and licensed childcare facilities within the City's service area, to be submitted to TCEQ by November 1, 2027. The schedule includes the budget required to complete sampling within the 5-year compliance period - by November 1, 2032.

FNI will prepare a draft Standard Operating Procedure (SOP) outlining the City's process for:

- Conducting required outreach,

- Coordinating and performing sampling, required reporting, and

- Future review the list of eligible facilities and resubmission requirements.

FNI will compile a set of associated outreach materials. These materials will primarily follow templates provided by the TCEQ, and FNI will coordinate with the TCEQ for approval on additions or revisions to the state templates.

To support the City's awareness and internal communication of this requirement, FNI will conduct one (1) virtual meeting with City staff and selected stakeholders to review the LCRI requirement for schools and childcare facilities, and share the City's planned schedule and approach. The meeting will include:

- An overview of the LCRI requirements
- Discussion of the planned outreach and sampling process
- Opportunity for questions and clarification

Task 5 Deliverables

- List and schedule for school and childcare facilities for submittal to TCEQ
- SOP and outreach materials to conduct outreach and coordinate sampling and reporting of results.
- Slides and one presentation reviewing the school and childcare outreach plan.

Task 5 Assumptions

- The list of schools and childcare facilities and associated schedule will be based on the most current list and will be compiled on or before June 2027.
- Outreach materials will follow TCEQ templates, which TCEQ plans to finalize before November 1, 2027. If TCEQ templates are not finalized, FNI will provide materials for the City that meet LCRI requirements set by EPA.
- The SOP and outreach materials in this task will be provided to the City for one round of review and comment before documents are finalized.
- Outreach and sampling activities, which are required to begin in 2028, are outside of this scope of work. If requested by the City, FNI can provide a separate proposal to perform the outreach and oversee monitoring and reporting activities for schools and childcare facilities.

ARTICLE II

SPECIAL SERVICES**:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

Task 6 - Additional Field Inspections (supplement Task 2.1)

FNI can conduct and oversee an additional 3,600 connections to complete the identification of City service lines.

- FNI will assist the City in planning and conducting inspections at up to an additional 3,600 connections.
- FNI will provide the City with a map to communicate the scheduled field inspections to the public. FNI and the City will mutually determine the schedule and plan the inspections.

- The City will be responsible for any public communication regarding inspections, including the delivery of mail.

- Before inspections begin, FNI will host a pre-inspection kickoff meeting to review the goals, schedule, communication plans, and workflows.

- FNI, through its subcontractor, will inspect up to 3,600-meter boxes to record observed SL materials. If materials cannot be located inside the meter box, the SL material will be inspected by a slight dig, generally within 6-12 inches of the meter box.

- Field inspections will use lead-identification methods such as scratch, magnet, and lead swab testing. Dirt and sediment will be removed from the meter boxes, and lines will be cleaned to expose the material as needed.

- Data will be recorded for each service line, pictures will be taken, and site cleanup/restoration will be performed to return sites to their original condition.

- FNI will provide monthly updates regarding the progress of the inspections and periodic check-ins to review any issues or decisions regarding inspections.

- FNI will provide up to twelve (12) hours of quality control (QC) support for the data added to the inventory from the subcontractor's inspectors.

- Recent EPA guidance indicates that staff knowledge is an acceptable record to be used to assign service line materials.

- In addition to additional field inspections, FNI can provide support to document City Staff knowledge in the form of interview summaries or staff affidavits.

Task 6 Deliverables

- A mobile application for field inspections. Upon completion of the subcontractor's field inspections, the mobile application and field worker licenses will be returned to the City.

- Written content for public communication of field inspections, including a map and approximately two (2) letter-sized pages of text and figures. This information will be delivered electronically.

- Monthly email updates detailing inspection progress.

- Interview Summaries and affidavits documenting staff knowledge of SL materials.

Task 6 Assumptions

- The City will provide at least one (1) ESRI AGOL Creator License with a Publisher Role to maintain the application.

- FNI will provide the textual content of the mail. The City will be responsible for formatting and designing the content, and for delivering mail, for any public communications about inspections.

- A site that has been field-inspected may result in an 'Unknown' classification of SLM because of several factors, including but not limited to inaccessibility to the meter box, etc.

- Meter box resetting charges are excluded from basic services. If required, these charges will be billed separately and passed through with a 15% markup.

Task 7 - Funding Support

Project Information Form (PIF) assistance. FNI will assist with the preparation and submission of PIF for Lead Service Line funding available through the Texas Water Development Board.

Full Application and Closing Assistance. If an invitation for funding is extended to the City, FNI can lead the preparation and submission of a full application, including the development of the Project description and LCRI activities budget, and the identification of sections requiring completion by the City and its support groups. FNI will support the City through follow-up questions from the board on the application and will attend TWDB closing meetings.

ARTICLE III

TIME OF COMPLETION: The tasks associated with the Basic Services will be completed by December 31, 2027. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in City or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

TASK	Schedule
Basic Services	
1 – Project Management and Coordination Meetings	NTP – December 2027
2 – Baseline Inventory	NTP – October 2027
3 – Lead Service Line Replacement Plan	NTP – October 2027
4 – Updated Sampling Plan for Routine Lead Monitoring	NTP – December 2027
5 – Schools and Childcare Facility Sampling Plan	January 2027 – October 2027
Special Services	
6 – Additional Field Inspections (supplement Task 2.1)	NTP – October 2027
7 – Funding Support	NTP – October 2027

ARTICLE IV

COMPENSATION: The following is the breakdown of the proposed fees. Basic Services are proposed Not to Exceed (NTE) fee of three hundred fifty-nine thousand six hundred forty ($359,640). Special Services are proposed as a Not to Exceed (NTE) fee of Two Hundred Forty-Four Thousand One Hundred ($244,100).

TASK	FEE
Basic Services	
1 – Project Management and Coordination Meetings	$39,670
2 – Baseline Inventory	$233,300
FNI Coordination, QC, Support Services, Inventory	*$35,770*
Subcontractor Field Inspections (3,600 meter boxes)	*$197,530*
3 – Lead Service Line Replacement Plan	$44,220
4 – Updated Sampling Plan for Routine Lead Monitoring	$27,450
5 – Schools and Childcare Facility Sampling Plan	$15,000
Total Basic Services Fee	**$359,640**
Special Services	
6 – Additional Field Inspections (supplement Task 2.1)	$214,100
FNI Coordination, QC, Support Services	*$16,570*
Subcontractor Field Inspections (3,600 meter boxes)	*$197,530*
7 – Funding Support	$30,000
Total Special Services Fee	**$244,100**
Grand Total	**$603,740**

ARTICLE V

RESPONSIBILITIES OF THE CITY: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to City's requirements for the Project.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

G. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC or other services as required.

I. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – _____
_____
_____
_____
_____

City's Accounting Representative – _____
_____
_____
_____
_____

FNI's Designated Representative – Tanu Kulkarni
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
817-735-7402
Tanu.Kulkarni@freese.com

FNI's Accounting Representative – Raquel Longoria
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
817-735-7256
Raquel.Longoria@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Hundred Fifty Nine Thousand Six Hundred Forty Dollars ($359,640).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Two Hundred Forty Four Thousand One Hundred Dollars ($244,100).

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	116	213
Professional 2	127	220
Professional 3	144	320
Professional 4	179	361
Professional 5	244	396
Professional 6	254	465
Construction Manager 1	127	168
Construction Manager 2	144	220
Construction Manager 3	161	234
Construction Manager 4	179	282
Construction Manager 5	248	323
Construction Manager 6	265	392
Construction Representative 1	103	120
Construction Representative 2	113	141
Construction Representative 3	141	168
Construction Representative 4	158	223
CAD Technician/Designer 1	99	147
CAD Technician/Designer 2	120	216
CAD Technician/Designer 3	161	265
Corporate Project Support 1	78	189
Corporate Project Support 2	99	265
Corporate Project Support 3	103	372
Intern / Coop	82	110

These ranges and/or rates will be adjusted annually in February. Last updated 2026.

345022026TECH

City of Rowlett LCRI Ph4	Project Fee Summary		
	Basic Services	$	359,640
	Special Services	$	244,100
	Total Project	$	603,740

		Labor												
Basic or Special	**Task Description**	Corporate Project Support 3	Professional 4	Professional 5	Professional 4	Professional 3	Professional 1	Professional 3	Professional 1	Professional 6	Professional 2	Professional 3	Professional 4	**Total Hours**
		Principal In Charge	LCRI SA	Client Rep	Project Manager	Production Lead	Production	Assistant Project Manager	GIS	Group Manager	Tehcnical Writer	Graphic Design	Funding Support	
Basic	**Task 1 Project Meetings**	5	1	12	53	8	23	68	1	4	-	-	-	175
Basic	**Task 2 Baseline Inventory**	1	1	5	39	9	64	35	116	-	-	-	-	270
Basic	**Task 3 Lead Service Line Replacement Plan**	-	4	-	28	55	105	23	8	-	-	4	-	227
Basic	**Task 4 Sample Plan Update**	-	3	-	15	30	56	15	23	-	-	4	-	146
Basic	**Task 5 Schools CCF Outreach and Sampling**	-	1	-	12	17	34	3	6	-	-	4	-	77
Special	**Task 6 Funding Support**	-	7	-	16	24	55	1	4	-	-	-	32	139
Special	**Add on for Task 2.1 Additional Field Inspections**	2	-	5	28	10	40	16	47	-	-	-	-	148
	Total Hours / Quantity	**8**	**17**	**22**	**191**	**153**	**377**	**161**	**205**	**4**	**-**	**12**	**32**	**1,182**

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 4.G.

Title

Consider action approving the purchase of wireless, data, voice and accessories for multiple City departments.

Consider action to adopt a resolution authorizing the purchase of wireless, data, voice and accessories for multiple City departments, from T-Mobile USA, Inc., through a NASPO ValuePoint cooperative purchasing contract, at the contracted unit prices; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

Staff Representative
David Leibowitz, IT Director

Executive Summary

The City issues smartphones and wireless devices to positions that can leverage its technology to be more effective and efficient in their duties.

Strategic Priority and Goal(s)

PROMOTE OPERATIONAL EXCELLENCE	Maintain the integrity and continuity of the City's network and application systems.

Background Information

In April 2024, the City executed a NASPO ValuePoint Participating Addendum for Master Agreement No. MA176 for the purchase of wireless, data, voice and accessories. Additionally, in May 2024, the City executed an accompanying T-Mobile SMARSH (SMS and MMS messages capture or archiving services, software, or products) Services Addendum. The IT Department is actively transitioning all departments from multiple cellular carriers to the products and services offered under the NASPO ValuePoint Master Agreement by T-Mobile USA, Inc. The estimated annual expenditure now exceeds the $100,000 threshold requiring City Council approval. As

the transition progresses, expenses associated with the other carriers are decreasing, while costs related to T-Mobile continue to rise.

Discussion

The City wishes to continue utilizing NASPO ValuePoint Master Agreement No. MA176 with T-Mobile USA, Inc., for the purchase of wireless, data, voice and accessories until the contract expires in August 2029.

Financial/Budget Implications

Each department has its own account for their employees' cellular voice and data bills. The table below shows all of them combined into one "Budget Amount". The total estimated annual expenditure for FY26 is $122,048.48. The estimated expenditure for the remainder of FY26 is $71,878.40. Future year expenditures will be contingent upon Council approved budget appropriations.

Line	Department	Mar-26	Apr-26	May - Sep (Estimate Monthly)	FY26 Remaining Projection
1	City Council - 1010501	283.97	285.92	286.00	1,993.90
2	City Managers Office - 1011001	154.95	155.95	156.00	1,063.45
3	CD Planning - 1016010	28.70	161.15	162.00	876.83
4	Engineering - 1016005	199.20	241.16	242.00	1,368.33
5	Fire Operations - 1014502	939.96	947.81	950.00	6,491.75
6	Fire EMS - 1014503	290.74	292.75	300.00	2,048.25
7	Fire Emergency Mgmt - 1014505	650.61	654.96	655.00	4,574.96
8	IT - 1013001	626.02	404.33	405.00	2,504.83
9	Meter Services - 5017020	58.69	118.11	120.00	692.16
10	PD - 1014001	5,019.29	5,286.67	5,300.00	35,284.94
11	PW Admin - 1015001	195.20	167.03	170.00	1,018.00
12	Animal Shelter - 1014020	146.62	153.98	155.00	916.48
13	Code Enforcement	216.91	287.61	288.00	1,479.01
14	HR - 1012501	146.55	177.12	178.00	1,037.25
15	PW Streets - 1015005	361.65	409.99	410.00	2,299.48
16	Community Engagement - 1011010	814.96	256.12	257.00	1,413.62
17	City Secretary - 1011501	34.24	34.48	35.00	244.30
18	PW Vehicle Maintenance - 1015010	63.62	70.93	71.00	473.64
19	Fire Prevention - 1014504	58.01	693.31	695.00	3,619.22
20	Utility Billing - 5017001	29.31	62.90	63.00	374.32
21	CD Building Inspection - 1016020	117.24	152.60	155.00	849.88
22	Economic Development - 1016001	29.31	29.52	30.00	193.06

23	Park Maintenance - 1015505	117.24	152.60	155.00	826.46
24	RCC Parks Admin- 1015501	29.31	29.52	30.00	201.46
25	RCC Community Centre - 1015510	0.00	0.00	0.00	32.82
		$10,612.30	$11,226.52		$71,878.40

*NOTE: Based on CURRENT phones lines. Subject to change with the addition of City employees.
** Totals for calculations: March + April + (May thru Sep
*5)

Recommended Action

Move to adopt a resolution authorizing the purchase of wireless, data, voice and accessories for multiple City departments, from T-Mobile USA, Inc., through a NASPO ValuePoint cooperative purchasing contract, at the contracted unit prices; 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 AUTHORIZING THE PURCHASE OF WIRELESS, DATA, VOICE AND ACCESSORIES FOR MULTIPLE CITY DEPARTMENTS FROM T-MOBILE USA, INC. UTILIZING A NASPO VALUEPOINT COOPERATIVE PURCHASING CONTRACT, AT THE CONTRACTED UNIT PRICES; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in April 2024, the City executed a NASPO ValuePoint Participating Addendum for Master Agreement No. MA176 for the purchase of wireless, data, voice and accessories; and

WHEREAS, thereafter, in May 2024, the City executed an accompanying T-Mobile SMARSH Service Addendum to the City's contract with T-Mobile for SMS and MMS messages capture or archiving services, software, and related products; and

WHEREAS, the IT Department is actively transitioning all departments from multiple cellular carriers to the products and services offered under the NASPO ValuePoint Master Agreement by T-Mobile USA, Inc.; and

WHEREAS, the City Council finds it to serve the health, safety and general welfare of the citizens of the City to approve the purchase of wireless, data, voice and accessories for multiple city departments from T-Mobile USA, Inc. utilizing the NASPO ValuePoint Cooperative Purchasing Contract, at the contracted unit prices;

NOW, THEREFORE, TBE IT RESOLVED BY HE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:

SECTION 1: The City Council does hereby approve the purchase of wireless, data, voice, and accessories for multiple city departments from T-Mobile USA, INc. utilizing NASPO ValuePoint Cooperative Purchasing Contact, at the contracted unit prices and authorizes the Interim City Manager to execute all necessary and related documents for said purchases.

SECTION 2: This resolution shall take effect immediately from and after its passage.

Attachments

1. ATTACHMENT 1 - T-Mobile NASPO Participating Addendum
2. ATTACHMENT 2 - T-Mobile Smarsh Services Addendum
3. ATTACHMENT 3 - Current Contract Fee Schedule
4. ATTACHMENT 4 - T-Mobile FY26 Expense Projections

DocuSign Envelope ID: 3983E77C-B795-48C8-B44E-3896AB3E0325

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: Rowlett, Texas

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services
Category 2: Equipment and Accessories
Category 3: Turnkey Wireless and IoT Solutions offered as a Product
Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise)

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are: **Not Applicable**.

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and
The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. [*intentionally omitted*]

DocuSign Envelope ID: 3983E77C-B795-48C8-B44E-3896AB3E0325

6. Purchase Order Instructions: Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Fax:	
Email:	David.Bezzant@T-Mobile.com

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006

Participating Entity:

Name:	Rowlett, Texas/ Joey Brock/ Director of Technology
Address:	4000 Main Street Rowlett TX 75088
Telephone:	214-499-2903
Fax:	
Email:	jbrock@rowletttx.gov

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or

DocuSign Envelope ID: 3983E77C-B795-48C8-B44E-3896AB3E0325

technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: Rowlett, Texas	Contractor: **T-Mobile USA, Inc.**
Signature: DocuSigned by: Joey Brock 021B792A65EC46E...	Signature: DocuSigned by: Peter Vargas 3D82F780D88948D...
Printed Name: Joey Brock	Printed Name: Peter Vargas
Title: IT Director	Title: Director, Public Sector
Date: 4/17/2024	Date: 4/18/2024
	Reviewed and Acknowledged: DocuSigned by: Hector Gonzales 4/18/2024 T-Mobile USA, Inc. CSCA Representative

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

Contractor - email a fully executed PDF copy of this document to:PA@naspovaluepoint.org

To support documentation of participation and posting in appropriate databases

DocuSign Envelope ID: 07E71EDF-A9E5-4629-9D9C-153508EA4F0E

T-MOBILE SMARSH SERVICES ADDENDUM

This T-Mobile Smarsh Services Addendum ("Addendum"), which shall be effective as of the date the second Party signs this Addendum below ("Addendum Effective Date"), is by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile"), and City of Rowlett, a Texas, Government entity, with its principal place of business at 4000 Main Street, Rowlett, TX 75088 ("Customer"). For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the "Parties," and individually as a "Party."

The following terms apply to Customer's purchase and use of Smarsh Services (as this term is defined below). References to "Agreement" in this Addendum mean the: NASPO ValuePoint Contract No. MA176 and applicable State of Texas, Participating Addendum ("Agreement"). Use of the Smarsh Services is subject to acceptance of this Addendum, the terms set out herein, including the attached and incorporated Attachment A.

The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order ("Order"). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the Agreement.

1. Smarsh Services Description Message archiving includes SMS and MMS messages capture or archiving services, software, or products (the, "**Smarsh Services**") provided by Smarsh Inc. (the "**Third-Party Provider**").

2. Smarsh Services Agreement. Customer's use of the Smarsh Services is subject to the separate terms between Customer and the Third-Party Provider, links below (the "**Third-Party Terms**"), as are updated from time to time. By entering into this Addendum or using the Smarsh Services, Customer is agreeing to the Smarsh Services Agreement. The Smarsh Services Agreement is solely between Smarsh and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under, the Smarsh Services Agreement.

- **Smarsh Services Agreement – General Terms**
  https://www.smarsh.com/legal-docs/SmarshServicesAgreement-GeneralTerms-v1119.pdf
- **Smarsh Acceptable Use Policy**
  https://www.smarsh.com/legal-docs/AcceptableUsePolicy-v0919.pdf
- **Smarsh Service and Support Levels (SLA)**
  https://www.smarsh.com/legal-docs/SupportSLA-Connected%20Suite-v0420.pdf

3. Responsibility for Smarsh Services. Except for billing for the Smarsh Services, as described further in Section 4 below, the Smarsh Services are controlled and provided by Smarsh and not by T-Mobile. T-Mobile expressly disclaims all liability related to or arising from the Smarsh Services, including Customer's use of the Smarsh Services, or liability related to or arising from any updates, modifications, outages, failures, corruption of data, loss of data, discontinuance of services, or termination of Customer's account by Smarsh. T-Mobile does not control and is not responsible or liable for how Smarsh or the Smarsh Services transmit, access, store, or use data. T-Mobile is not responsible for connections with the Smarsh Services that are not provided via the T-Mobile Network.

4. Billing; Fees. T-Mobile will invoice Customer for the Smarsh Services, and Customer will pay to T-Mobile all fees for the Smarsh Services. The fees for using the Smarsh Services are listed in Attachment A (Pricing) to this Addendum. If Customer disputes any fees, Customer should contact T-Mobile.

5. Network Service. T-Mobile makes wireless connectivity and certain data services available to Customer for Customer to use the Smarsh Services. The "Network Service" means the wireless services provided to Customer by T-Mobile, which are subject to the agreement between Customer and T-Mobile. This Addendum supplements and does not amend the Agreement. T-Mobile is not responsible for connections with the Smarsh Services that are not provided via the Network Service.

6. **Support.** T-Mobile has no obligation to provide support to Customer for the Smarsh Services, except that Customer may contact T-Mobile for any questions relating to billing for the Smarsh Services or the Network Service.

7. **Term and Termination.** The term of this Addendum shall commence on the Addendum Effective Date and shall continue on a month-to-month basis. Either Party may terminate this Addendum without cause upon thirty (30) days' written notice to the other Party. Either Party may terminate this Addendum without penalty if the other Party materially breaches this Addendum and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. This Addendum and all rights and obligations hereunder, except those expressly indicated to survive, shall terminate immediately upon termination or expiration of the Agreement. Upon expiration or termination of this Addendum, all rights and obligations granted hereunder, except those expressly indicated to survive, shall immediately terminate. Unless otherwise set forth in the Agreement or this Addendum, termination or expiration of this Addendum does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 2, 3, 4, 5, 7, 8, 9 and 10.

8. **Data Transfer.** Customer acknowledges and agrees that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using the Smarsh Services.

9. **Assignment.** This Addendum and any rights granted to Customer under this Addendum may not be transferred or assigned by Customer, in whole or in part, whether voluntarily, by operation of law, or otherwise, without T-Mobile's prior written consent and any such attempted assignment or transfer shall be null and void, except that Customer may assign this Addendum in its entirety to a purchaser of all or substantially all of Customer's assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent upon written notice to T-Mobile. Subject to the foregoing, this Addendum will inure to the benefit of and be binding upon the respective successors and permitted assigns of Customer and T-Mobile. This Addendum may be assigned or novated by T-Mobile in its sole discretion by way of written notice to Customer.

10. **Miscellaneous.** The Agreement and this Addendum constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Addendum. The Agreement and this Addendum supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the Smarsh Services.

T-Mobile USA, Inc.	City of Rowlett
By: Peter Vargas 3D82F780D88948D...	By: Trey Switzer 6BE82D5FFFC149B...
Name: Peter Vargas	Name: Trey Switzer
Title: Director, Public Sector	Title: Systems Administrator
Date: 5/7/2024	Date: 5/7/2024
Reviewed and Acknowledged: DocuSigned by: Paulette Marston 5/7/2024 T-Mobile USA, Inc. CSCA Representative	

Attachment A

PRICING

M2M Plans	Government Price/line/month*	Data Overage
Smarsh Services	$5.00	N/A

*Price(s) above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

G16812 Wireless Voice, Data and Accessories
Attachment C: Plan Coverage
Carrier: Verizon Wireless (Region: Upper Chicagoland)
Current Discovery plans and feature available under the NASPO ValuePoint contract, and provides full details of the plan or feature
Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.
Plans used in the Offeree submission Attachment C are to be entered on this attachment.

• Unlimited data on our 5G LTE & 5G network with no overages.
• Up to 50GB LTE data in Canada and Mexico, then unlimited at 2G speeds.

Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost (net of discount)**	One time Cost Amount	Description of One Time Cost	Details of Plan																								Details of Add On Features			
							Voice							Data								Messaging					Equipment						
							anytime minutes included	nights / weekend minutes included	provider to provider minutes included	cost per minute overage - any time	cost per minute overage - night / weekend	cost per minute overage - provider to provider	Pooled	measurement for billing	qty included	throttles after how much monthly usage	Pooled	overage unit measurement?	average cost per unit	data network??	Qty MMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements	description of unit	qty of units included	units of overage	cost per unit of overage
1001802	Add-on: 100GB Data for Simple Choice	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	100 data	Unlimited	N/A	N/A
2100801SVT	Add-On: 100GB data for Simple Choice	$30.00	0%	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	100GB	N/A	N/A	N/A	5G/4G LTE/3G/2G	N/A	N/A	N/A	N/A	N/A	No	Smartphone	100 LTE Data	100GB	N/A	N/A
GP4G5ATA	Add-On: 2GB 4G LTE Data for GOVPWLD Unlimited Voice and Data	$2.00	34%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	No	Smartphone	2GB LTE Data	2GB	N/A	N/A
2100802ATA	Add-On: 2GB data for Simple Choice	$2.00	34%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	2GB LTE Data	2GB	N/A	N/A
GP4G5ATA	Add-On: 6GB 4G LTE Data for GOVPWLD Unlimited Voice and Data	$15.00	34%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	No	Smartphone	6G LTE Data	6GB	N/A	N/A
6GBSE	Add-on: 6GB Data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphones	GB data	Unlimited	N/A	N/A
2600802ATA	Add-On: 6GB data for Simple Choice	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	6GB	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	6G LTE Data	6GB	N/A	N/A
DEVRPRSVC	Add-On: Device Repair Service for Voice (Lines 1-49)	$8.00	0%	$8.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DEVRPRSV7	Add-On: Device Repair Service Tier 1 Voice (Lines 50-299)	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DEVRPRSV6	Add-On: Device Repair Service Tier 2 Voice (Lines 300-499)	$6.00	0%	$6.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DEVRPRSV5	Add-On: Device Repair Service Tier 3 Voice (Lines 500+)	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DEVRPRMC	Add-On: Device Repair Service for Tablets (Lines 1-49)	$8.00	0%	$8.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DEVRPRMC7	Add-On: Device Repair Service Tier 1 for Tablets (Lines 50-299)	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DEVRPRMC6	Add-On: Device Repair Service Tier 2 for Tablets (Lines 300-499)	$6.00	0%	$6.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DEVRPRMC5	Add-On: Device Repair Service Tier 3 for Tablets (Lines 500+)	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DialPad Talk - Connect	DialPad Talk - Connect	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Talk - Pro	DialPad Talk — At Voice Pro	$21.00	0%	$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Talk - Enterprise	DialPad Talk — At Voice Enterprise	$29.00	0%	$29.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Local Number	Add-On: DialPad At Local Number	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Fax Line	Add-On: DialPad At Fax Line	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Toll Free Number	Add-On: DialPad At Toll Free Number	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Room Seat	Add-On: DialPad At Room Seat	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Support - Enterprise	DialPad Support - Enterprise	$30.00	0%	$30.00	N/A	N/A	$0.01 inbound $0.02 outbound	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Support	DialPad Support	$15.00	0%	$15.00	N/A	N/A	$0.01 inbound $0.02 outbound	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Sell - Enterprise	DialPad Sell - Enterprise	$101.00	0%	$101.00	N/A	N/A	$0.01 inbound $0.02 outbound	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Sell - Pro	DialPad Sell - Pro	$80.00	0%	$80.00	N/A	N/A	$0.01 inbound $0.02 outbound	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad Sell - Reserved	Add-On: DialPad Sell - Reserved Numbers	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
AI CSAT	Add-On: AI CSAT	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
AI Scorecard	Add-on: AI Scorecard	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
Digital Engagement 1 Channel	Add-on: Digital Engagement 1 Channel	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
Digital Engagement All Channels	Add-on: Digital Engagement All Channels	$55.00	0%	$55.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
Coaching Team	Add-on: Coaching Team	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
BI Add On	Add-on: BI	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
Global Unlimited	Add-on: Global Unlimited	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
Unlimited Minutes	Add-on: Unlimited Minutes	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
Local Presence: Comprehensive US Coverage	Add-on: Local Presence - Comprehensive US Coverage	$500.00	0%	$500.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
Local Presence: Top 100 Metro Areas	Add-on: Local Presence - Top 100 Metro Areas	$200.00	0%	$200.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Brand App	A2P Dialpad Campaign Registry: Brand Application Fee	$0.00	0%	$0.00	$4.00	Brand Application Fee	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Brand Vetting	A2P Dialpad Campaign Registry: Brand Vetting Fee	$0.00	0%	$0.00	$300.00	Brand Vetting Fee	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Vetting	A2P Dialpad Campaign Registry: Campaign Registration Vetting Fee	$0.00	0%	$0.00	$15.00	Campaign Vetting Fee	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Number Pooling	A2P Dialpad Campaign Registry: Campaign Registration Number Pooling	$0.00	0%	$0.00	$100.00	Campaign Registration Number	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Low Volume	A2P Dialpad Campaign Registry: Low Volume Campaign Fee - - UCaaS (conversational) or Mixed	$1.50	0%	$1.50	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign High Volume	A2P Dialpad Campaign Registry: High Volume Campaign Fee - - UCaaS (conversational) or Mixed	$10.00	0%	$10.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign 2FA	A2P Dialpad Campaign Registry: 2FA (Two Factor Authentication), Customer Care (Contact Center), Delivery Notification, Fraud Alert Messaging, Higher Education, Marketing, Polling and Voting, Security Alert, NONE, Carrier Exemptions,Political, Social	$10.00	0%	$10.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign PSA	A2P Dialpad Campaign Registry: Public Service Announcements Agents and Franchisee	$30.00	0%	$30.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Charity	A2P Dialpad Campaign Registry: Charity Fee	$3.00	0%	$3.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Emergency	A2P Dialpad Campaign Registry: Emergency Fee	$5.00	0%	$5.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Ac Voice Reg	Add-On: A2P Dialpad Campaign Registry: Ac Voice (Registered)	$0.00	0%	$0.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	Inbound: No Charge Outbound: $0.008	Inbound: No Charge Outbound: $0.010	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Ac Voice Unreg	Add-On: A2P Dialpad Campaign Registry: Ac Voice (Unregistered)	$0.00	0%	$0.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	Inbound: No Charge Outbound: $0.014	Inbound: No Charge Outbound: $0.018	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Ac Contact Center Reg	Add-On: A2P Dialpad Campaign Registry: Ac Contact Center (Registered)	$0.00	0%	$0.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	Inbound: $0.008 Outbound: $0.008	Inbound: $0.014 Outbound: $0.020	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Ac Voice Unreg	Add-On: A2P Dialpad Campaign Registry: Ac Contact Center (Unregistered)	$0.00	0%	$0.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	Inbound: $0.016 Outbound: $0.014	Inbound: $0.016 Outbound: $0.016	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Ac Sales Reg	Add-On: A2P Dialpad Campaign Registry: Ac Sales (Registered)	$0.00	0%	$0.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	Inbound: $0.008 Outbound: $0.008	Inbound: $0.014 Outbound: $0.020	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Ac Sales Unreg	Add-On: A2P Dialpad Campaign Registry: Ac Sales (Unregistered)	$0.00	0%	$0.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	Inbound: $0.016 Outbound: $0.014	Inbound: $0.016 Outbound: $0.016	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A
DialPad A2P Campaign Group Reg	Add-On: A2P Dialpad Campaign Registry: Group Shared Lines (Registered)	$0.00	0%	$0.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/2G/HSPA+	Inbound: $0.008 Outbound: $0.008	Inbound: $0.014 Outbound: $0.020	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A

DiaPod ADP Campaign Group Unreg	Add-On: ADP Dialpad Campaign Registry: Group Shared Lines (Unregistered)	$0.00	0%	$0.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Inbound: $0.016 Outbound: $0.016	Inbound: $0.016 Outbound: $0.016	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A				
GEOFLTER2	Add-On: RDU EmpowerED Filtering	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Device	Content Filtering	N/A	N/A	N/A			
GOV1318HS	Add-On: Government Unlimited Data 1 GB Hotspot	$0.00	36%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/3G	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	1 GB	N/A	N/A			
GOV2318HS	Add-On: Government Unlimited Data 2 GB Hotspot	$10.00	36%	$6.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/3G	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	2 GB	N/A	N/A			
GOVFP5GHS	Add-On: Government Unlimited Data 5 GB Hotspot	$15.00	36%	$14.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/3G	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	5 GB	N/A	N/A			
GOVP5GHS	Add-On: Government Unlimited Data 10 GB Hotspot	$25.00	36%	$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/3G	N/A	N/A	N/A	N/A	N/A	N/A	No	Smartphone	4G LTE Hotspot	10 GB	N/A	N/A			
NoDATA	Add-On: No Data Service	$0.00	36%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A			
NoDATA	Add-On: No Data Service	$0.00	36%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	No Data Service	N/A	N/A	N/A			
SITM1PLS2	Add-on: T-Mobile ONE Plus Voice for Government	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	Add-on to T-Mobile ONE Voice for Government	See rules & restrictions	See rules & restrictions	See rules & restrictions			
ActSoft Encore Classic	ActSoft Encore Classic	$9.00	0%	$9.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A			
ActSoft Encore Essentials	ActSoft Encore Essentials	$13.50	0%	$13.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A			
ActSoft Encore Ultimate	ActSoft Encore Ultimate	$18.00	0%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A			
ActSoft Encore Vault	Add-On: ActSoft Encore Vault	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	Add-On Feature	N/A	N/A	N/A			
ActSoft Encore GPS	ADD ON: ActSoft Encore GPS	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	Add-On Feature	N/A	N/A	N/A			
ActSoft Workforce Mgt	ActSoft Workforce Manager for Gov	$39.00	0%	$39.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A			
STV100BMI	BIZ SC STKBL MI 100B	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	100B	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A			
STV160BMI	BIZ SC STKBL MI 160B	$65.00	0%	$65.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	160B	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A			
STV20BMI	BIZ SC STKBL MI 20B	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	20B	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A			
STV300BMI	BIZ SC STKBL MI 300B	$135.00	0%	$135.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	300B	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A			
STV60BMI	BIZ SC STKBL MI 60B	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	60B	N/A	Yes	GB	$5.00	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Mobile Internet	N/A	N/A	N/A	N/A			
ENLTR1	Business RDU Web Filtering	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Device	Content Filtering	N/A	N/A	N/A			
GCONPR01 + GCH2245	Connecting Heroes Advanced	$50.00	36%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Hotspot throttles after 65GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A			
GVFP15UNL	Connecting Heroes AMP	$15.00	0%	$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Hotspot throttles after 20GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A			
GCONPR01 + GCH2245	Connecting Heroes Select	$25.00	36%	$21.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Hotspot throttles after 15GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A			
GCONPR01E + GCH2245	Connecting Heroes Ultimate	$35.00	36%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	Hotspot throttles after 50GB	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A			
GCHUNLM1	Add-on: Connecting Heroes Unlimited Data Feature	$5.00	0%	$5.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A			

GCONNWB3	Connecting Heroes Voice	$0.00	0%	$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	1GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/GSM+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A						
GCNWRSAT + GCHUNLIDAT	Connecting Heroes w/T-Satellite (existing customers on $0 CH plan only)	$10.00	0%	$10.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	KB	Unlimited	1GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/GSM+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 1 MB Pooled Price Plan	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	1 MB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 1 MB Pooled Price Plan	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	1 MB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 10 MB Pooled Price Plan	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	10 MB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 50 MB Pooled Price Plan	$1.50	0%	$1.50	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	50 MB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 100 MB Pooled Price Plan	$150.00	0%	$150.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	100 MB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 2 GB Pooled Price Plan	$10.00	0%	$10.00	Yes	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	2 GB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 25 GB Pooled Price Plan	$100.00	0%	$100.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	25 GB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 250 MB Pooled Price Plan	$5.25	0%	$5.25	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	250 MB	N/A	Yes	MB	$0.015	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 5 GB Pooled Price Plan	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	5 GB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 50 GB Pooled Price Plan	$150.00	0%	$150.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	50 GB	N/A	Yes	MB	$0.010	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 500 MB Pooled Price Plan	$5.25	0%	$5.25	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	500 MB	N/A	Yes	MB	$0.015	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - 75 GB Pooled Price Plan	$277.75	0%	$277.75	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	KB	75 GB	N/A	Yes	MB	$0.01	5G/4G	N/A	N/A	N/A	0.01	0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - First Responder Unlimited Plan 10	$33.60	0%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	No	N/A	N/A	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	N/A	N/A	N/A	No		N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - First Responder Plan 10 Advantage Flex Pooled Plan 1	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	MB	400 MB	N/A	Yes	MB	$0.10	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - First Responder Plan 10 Advantage Flex Pooled Plan 2	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	MB	1.5 GB	N/A	Yes	MB	$0.10	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - First Responder Plan 10 Advantage Flex Pooled Plan 3	$22.00	0%	$22.00	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	MB	6 GB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
N/A	Control Center - IoT - First Responder Plan 10 Advantage Flex Pooled Plan 4	$33.60	0%	$33.60	N/A	N/A	N/A	N/A	N/A	$0.03	N/A	N/A	N/A	MB	N/A	N/A	Yes	N/A	N/A	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - Smart Lighting Control Plan (User Count 1-999)	$0.17	0%	$0.17	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	500 KB	NA	Yes	N/A	$.0025 Per KB	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	NA	NA	No			NA	NA	N/A	N/A						
NA	Control Center - IoT - Smart Lighting Control Plan (User Count 1000+)	$0.17	0%	$0.17	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	2 MB	NA	Yes	N/A	$.0025 Per KB	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	NA	NA	No			NA	NA	N/A	N/A						
NA	Control Center - IOT - Primary Only (with T-Priority) Plan 15	$39.50	0%	$39.50	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	Unlimited	N/A	No	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - Extended Primary (with T-Priority) Plan 16	$67.00	0%	$67.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	Unlimited	N/A	No	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder/Primary Unlimited Flex Tablet Plan 17 - Advantage Plan 1	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	300MB	N/A	Yes	MB	$0.10	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder/Primary Unlimited Flex Tablet Plan 17 - Advantage Plan 2	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	1.5GB	N/A	Yes	MB	$0.10	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder/Primary Unlimited Flex Tablet Plan 17 - Advantage Plan 3	$22.00	0%	$22.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	6 GB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder/Primary Unlimited Flex Tablet Plan 17 - Primary Only (with T-Priority) Price Plan 4	$39.50	0%	$39.50	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	Unlimited	N/A	No	N/A	N/A	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	NA	NA	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder Unlimited Flex Plan 18 - Router & Hotspot Plans - Advantage Pooled Price Plan 1	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	1.5GB	N/A	Yes	MB	$0.10	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder Unlimited Flex Plan 18 - Router & Hotspot Plans - Advantage Pooled Price Plan 2	$22.00	0%	$22.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	6 GB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder Unlimited Flex Plan 18 - Router & Hotspot Plans - Advantage Pooled Price Plan 3	$33.60	0%	$33.60	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	Unlimited	N/A	No	N/A	N/A	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	NA	NA	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder/Primary Unlimited Flex Plan 19 - Router & Hotspot Plans - Advantage Pooled Price Plan 1	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	1.5GB	N/A	Yes	MB	$0.10	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder/Primary Unlimited Flex Plan 19 - Router & Hotspot Plans - Advantage Pooled Price Plan 2	$22.00	0%	$22.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	6 GB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder/Primary Unlimited Flex Plan 19 - Router & Hotspot Plans - Advantage Pooled Price Plan 3	$33.60	0%	$33.60	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	Unlimited	N/A	No	N/A	N/A	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	NA	NA	No			N/A	N/A	N/A	N/A						
NA	Control Center - IOT - First Responder/Primary Unlimited Flex Plan 19 - Router & Hotspot Plans - Advantage Primary Only with T-Priority Price Plan 4	$39.50	0%	$39.50	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	Unlimited	N/A	No	N/A	N/A	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	NA	NA	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Priority Metered Plans Pooled Priced Plan 20	$6.50	0%	$6.50	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	500MB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Priority Metered Plans Pooled Priced Plan 21	$9.50	0%	$9.50	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	1GB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Priority Metered Plans Pooled Priced Plan 22	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	2GB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Priority Metered Plans Pooled Priced Plan 23	$26.50	0%	$26.50	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	5GB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Priority Metered Plans Pooled Priced Plan 24	$66.00	0%	$66.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	MB	7GB	N/A	Yes	MB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Satellite Pooling Plans - Pooled Price Plan 25	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	KB	1MB	N/A	Yes	KB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.05	$0.05	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Satellite Pooling Plans - Pooled Price Plan 26	$9.25	0%	$9.25	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	KB	5MB	N/A	Yes	KB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.05	$0.05	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Satellite Pooling Plans - Pooled Price Plan 27	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	KB	10B	N/A	Yes	KB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.05	$0.05	No			N/A	N/A	N/A	N/A						
NA	Control Center - IoT - T-Satellite Pooling Plans - Pooled Price Plan 28	$26.50	0%	$26.50	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	KB	50B	N/A	Yes	KB	$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.05	$0.05	No			N/A	N/A	N/A	N/A						
NA	First Responder Unlimited Flex Plan 18 - Router & Hotspot Plans - Price Plan 1	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	KB	1.5GB	N/A	Yes		$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						
NA	First Responder Unlimited Flex Plan 18 - Router & Hotspot Plans - Price Plan 2	$22.00	0%	$22.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	KB	6 GB	N/A	Yes		$0.01	5G/4G LTE/3G(EDGE)/GSM+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A						

NA	First Responder Unlimited Flex Plus 18 - Router & Hotspot Plans - Price Plan 3	$33.60	0%	$33.60	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	MB	Unlimited	N/A			N/A	5G/4G LTE/5/3/2G/GPS+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
NA	First Responder/Primary Unlimited Flex Plus 19 - Router & Hotspot Plans- Price plan 1	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	MB	1.5GB	N/A	Yes		$0.01	5G/4G LTE/5/3/2G/GPS+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
NA	First Responder/Primary Unlimited Flex Plus 19 - Router & Hotspot Plans- Price plan 2	$22.00	0%	$22.00	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	MB	6 GB	N/A	Yes		$0.01	5G/4G LTE/5/3/2G/GPS+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
NA	First Responder/Primary Unlimited Flex Plus 19 - Router & Hotspot Plans- Price plan 3 with T-Priority	$39.50	0%	$39.50	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	MB	Unlimited	N/A			N/A	5G/4G LTE/5/3/2G/GPS+	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
NA	IoT T-Priority Metered Plans - Plan 20	6.5	0	6.5	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	KB	500 MB	N/A	Yes		$ 0.01	5G/4G	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
NA	IoT T-Priority Metered Plans - Plan 21	5.5	0	5.5	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	GB	1 GB	N/A	Yes		$ 0.01	5G/4G	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
NA	IoT T-Priority Metered Plans - Plan 22	12	0	12	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	KB	2 GB	N/A	Yes		$ 0.01	5G/4G	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
NA	IoT T-Priority Metered Plans - Plan 23	24.5	0	24.5	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	KB	5 GB	N/A	Yes		$ 0.01	5G/4G	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
NA	IoT T-Priority Metered Plans - Plan 24	36	0	36	N/A	N/A	N/A	N/A	N/A	NA	NA	NA	NA	NA	NA	KB	7 GB	N/A	Yes		$ 0.01	5G/4G	N/A	N/A	N/A	$0.01	$0.01	No			N/A	N/A	N/A	N/A	N/A
2APPWDTTE	Business Data with DIGITS Apple Watch	$10.00	0%	$10.00	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	MBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	No	Apple Watch		N/A	N/A	N/A	N/A	N/A
2WDDDTTE	Business DIGITS Apple Watch 500MB	$10.00	0%	$10.00	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	MBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	No	Apple Watch		N/A	N/A	N/A	N/A	N/A
2DTDIGTE	Business Data with DIGITS	$10.00	0%	$10.00	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	MBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	No	Wearable		N/A	N/A	N/A	N/A	N/A
2DTHSDDTE	Business Data with DIGITS 500MB	$10.00	0%	$10.00	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	MBs	Unlimited	N/A	N/A	N/A	N/A	N/A	Based on primary line	Based on primary line	Based on primary line	Based on primary line	Based on primary line	No	Wearable		N/A	N/A	N/A	N/A	N/A
82BSIP1	Enterprise Static IP Tier 1	$7.00	16%	$5.88	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
82BSIP2	Enterprise Static IP Tier 2	$5.00	16%	$4.20	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
82BSIP3	Enterprise Static IP Tier 3	$3.00	16%	$2.52	$500.00	One Time set up fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSESDSPV4	Static IPV4 S2 SouthEast	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSESPV4M	Static IPV4 M1 S2 SouthEast M1	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSWSDPV4	Static IPV4 S2 SouthWest	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSWSPV4M	Static IPV4 M1 S2 SouthWest M1	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSMWDPV4	Static IPV4 S2 Lay MidWest	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSMWPV4M	Static IPV4 M1 S2 Lay MidWest M1	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSMWSPV4	Static IPV4 S2 Up MidWest	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSMWPV4M	Static IPV4 M1 S2 Up MidWest M1	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSNESPV4	Static IPV4 S2 Northeast (Seattle)	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSNEPV4M	Bus Static IPV4 S2 Northeast (Philadelphia)	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSESDPV6	Static IPV6 S2 SouthEast	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSESPV6M	Static IPV6 M1 S2 SouthEast M1	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSWSDPV6	Static IPV6 S2 SouthWest	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSWSPV6M	Static IPV6 M1 S2 SouthWest M1	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSMWSDPV6	Static IPV6 S2 Lay MidWest	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSMWSPV6M	Static IPV6 M1 S2 Lay MidWest M1	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSMWSPV6	Static IPV6 S2 Up MidWest	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSMWPV6M	Static IPV6 M1 S2 Up MidWest M1	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSNEPV6	Static IPV6 S2 Northeast (Seattle)	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSNEPV6M2	Static IPV6 M1 S2 Northeast (Philadelphia)	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSNEPV6	Bus Static IPV6 S2 Northeast (Philadelphia)	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2JSNEPV6M2	Static IPV6 M1 S2 Northeast (Philadelphia)	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2SUSMA1	International ADD ON: Global Plus Government Unlimited	$50.00	0%	$50.00	10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5 GB	N/A	N/A
2SUSMASC	International ADD ON: Global Plus Simple Choice	$50.00	0%	$50.00	10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5 GB	N/A	N/A
5GSUSMA15	International ADD ON: Global Elite Government Unlimited	$100.00	0%	$100.00	20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	15 GB	N/A	N/A
5GSUSMSC15	International ADD ON: Global Elite Simple Choice	$100.00	0%	$100.00	20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	15 GB	N/A	N/A
8GMWPPGS, 8GUWPPGS, 8GMWPP2G	International Voice 3-Day Pass (MMT Lines)	$10.00	0%	$10.00	10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2GB	NA	NA
8GSWTPGSB, 8GUTPGSB, 8GSTP2GB	International Voice 3-Day Pass (Voice Lines)	$10.00	0%	$10.00	10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2GB	NA	NA
INTL24SA	International Voice 1-Day Pass	$5.00	0%	$5.00	10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

INTL10NA	5GB International Pass up to 10 days	$25.00	0%	$25.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5 GB	N/A	N/A
INTL30NA	15GB International Pass up to 30 days	$50.00	0%	$50.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	15 GB	N/A	N/A
ZDNTL24AEJ	International Data Pass Auto Deploy – 1 Day 3GB - Smartphone	$10.00	0%	$10.00	$0.00	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	3 gb high-speed data, unlimited 2gb thereafter	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3 GB	N/A	N/A
ZDNTL24AEZ	International Data Pass Auto Deploy – 1 Day 3GB - MI	$10.00	0%	$10.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3 gb high-speed data, unlimited 2gb thereafter	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3 GB	N/A	N/A
6ZNTWEIS	Add-on: Government International MI Data Feature	$50.00	0%	$50.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	15GB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	15GB	N/A	N/A
6ZNTWE3O	Add-on: Government International MI Data Feature	$100.00	0%	$100.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30GB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30GB	N/A	N/A
6MZDZ5O	Government International MI Data 50GB	$150.00	0%	$150.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50GB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50GB	N/A	N/A
6MZDZ10O	Government International MI Data 100GB	$200.00	0%	$200.00	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	80GB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100GB	N/A	N/A
N/A	911 Chat	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A			
GOVYR1N	First Responder Unlimited for Phones	$34.00	36%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GPR51BL1	First Responder Unlimited for Phones w/Device Subsidy Level 1	$44.00	36%	$28.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A			
GPR51BL2	First Responder Unlimited for Phones w/Device Subsidy Level 2	$58.00	36%	$28.72	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A			
GPR51BL3	First Responder Unlimited for Phones w/Device Subsidy Level 3	$69.00	36%	$17.96	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A			
GOVYR21HS	First Responder Unlimited for Phones Data Feature w/15 GB Hotspot	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	15 GB	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVYR21HS	First Responder Unlimited for Phones Data Feature w/25 GB Hotspot	$10.00	36%	$6.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	25 GB	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVYR21HS	First Responder Unlimited for Phones Data Feature w/35 GB Hotspot	$15.00	36%	$12.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	35 GB	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVYR21HS	First Responder Unlimited for Phones Data Feature w/45 GB Hotspot	$25.00	36%	$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	45 GB	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
6MUNDTHS	First Responder Gov Unlimited Hotspot Feature	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVYR5IL, GOVYR7811	First Responder Unlimited LTE Data for Tablets	$28.50	36%	$23.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A			
GOVYR7811	First Responder Unlimited LTE Data for Tablets, 15GB hotspot	$28.50	36%	$23.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A			
GOVYR7821	First Responder Unlimited LTE Data for Tablets, 25GB hotspot	$40.50	36%	$34.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A			
GOVYR7831	First Responder Unlimited LTE Data for Tablets, 35GB hotspot	$45.50	36%	$38.22	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A			
GOVYR7841	First Responder Unlimited LTE Data for Tablets, 65GB hotspot	$57.50	36%	$48.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A			
GPR65HP7	First Responder Unlimited for Hotspots	$65.00	36%	$41.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots	N/A	N/A	N/A	N/A			
GOVYNTFR	First Responder Unlimited for Fixed Routers	$60.00	36%	$38.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Routers/Modems	N/A	N/A	N/A	N/A			
GYMDDNM8	Government Connected Data Stick for First Responders	$23.50	36%	$15.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Connected Data Stick	N/A	N/A	N/A	N/A			
GOVYR1O	First Responder Unlimited Talk and Text with 2GB or 6GB 4G LTE Data	$25.00	36%	$12.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/911/ECID/E/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			

FLORKMKIT	SAM Florian Command Kit - Starter (Subscription & Rapid Deploy Kit)	$1,500.00 weekly	0%	$1,500.00 weekly	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	6 licenses	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	N/A	N/A	N/A	N/A	No	Florian supported phones & tablets	N/A	N/A	N/A	N/A			
FLORKMADD	ADD-ON: SAM Florian Command Kit (Subscription & Rapid Deploy Kit)	$1,500.00 weekly	0%	$1,500.00 weekly	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	N/A	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	N/A	N/A	N/A	N/A	No	Florian supported phones & tablets	N/A	10 software licenses	N/A	N/A			
N/A	FLORIAN Essentials	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	N/A	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	N/A	N/A	N/A	N/A	N/A	No	Florian supported phones & tablets	N/A	N/A	N/A	N/A			
NA	FLORIAN Advanced	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	N/A	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	N/A	N/A	N/A	N/A	No	Florian supported phones & tablets	N/A	N/A	N/A	N/A			
GGEOBECTE	Geotab Fleet Management Base Plan	$15.00	16%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A			
GGEOPROTE	Geotab Fleet Management Pro Plan	$29.00	16%	$24.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A			
GGEOPMSTE	Geotab Fleet Management Pro Plus Plan	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A			
GGEOCHSTE	Geotab Fleet Management Regulatory Plan	$23.50	16%	$19.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A			
GGEOPWSTE	Geotab Public Works plan for Government TE	$37.00	16%	$31.08	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KK	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A			
N/A	GoCanvas Business	$25.00	4%	$24.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	GoCanvas Professional	$45.00	4%	$43.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CBWLNBB0	GOV Classic BlackBerry UNL DOP	$50.00	0%	$50.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	N/A	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	BlackBerry BB/BB5	N/A	N/A	N/A	N/A			
GEDPLTROL, GEDYLTROL	Geo Edu Web Filtering	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Device	Content Filtering	N/A	N/A	N/A			
GOVUTTPN	GOV SC UNL T&T 6 lines incl.	$120.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A			
SCVUTTGOV	GOV Simple Choice VAL UNLT&T	$50.00	16%	$42.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A			
SCVPUTT06	GOV Simp Ch Val Unl TT Paid 6+	$139.00	16%	$100.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Basic phones	N/A	N/A	N/A	N/A			
GCMTTD + 2250BKDATA	Govt Unlim Talk Text and 2Gb Data	$25.00	16%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Hotspot device	N/A	N/A	N/A	N/A			
GOVUNL10D & GOV15SMHS	Gov Unlimited Phone	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVSELECT	Government Unlimited Select	$29.00	16%	$24.36	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVADVANC	Government Unlimited Advanced	$35.00	16%	$29.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVULTMT	Government Unlimited Ultimate	$44.00	16%	$38.64	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVEDGE	Government Unlimited Edge	$58.00	16%	$48.72	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/3G 1?5/3(5)/DO(A/MIM+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A			
GOVWSDDMB	GOV Wearable SIDEMB Separated	$10.00	16%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	KBs	Unlimited	SIDEMB	No	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	No	N/A	N/A	No	Any wearable devices sold by T-Mobile	N/A	N/A	N/A	N/A			

GPRDSATA	Government First Responder 2GB Data Feature	$2.00	36%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40kc	Unlimited	2GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A
GPR6DATA	Government First Responder 6GB Data Feature	$15.00	36%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40kc	Unlimited	6GB	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A
GOVYRHS	Government First Responder Hotspot	$65.00	36%	$63.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40kc	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Mobile internet	N/A	N/A	N/A	N/A	N/A
GOVYRUN	Government First Responder Voice	$16.00	36%	$28.56	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A
GOVYLDPR	Government First Responder Voice - Limited Data	$15.00	36%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A	N/A
GVYRUN10 & GVYRUN100	Government First Responder Voice $0	$0.00	0%	$0.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	6K	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A	N/A
GOVWPHOTB	Government Home Internet Office	$50.00	36%	$75.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6K	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Yes	T-Mobile 5G Nokia Gateway Router	5G	N/A	N/A	N/A	N/A
EMPSBD	Government Private Static IP Mobile Internet for Empowered only	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Internet Connected Learning Device	Content Filtering	N/A	N/A	N/A
ZWFPPT	Threat Protect GSM (SmartPhone) (Formally Secure Wifi)	$1.99	0%	$1.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	smartphone	N/A	N/A	N/A	N/A
ZWFPPTM	Threat Protect GSM (Mobile Internet) (Formally secure Wifi)	$1.99	0%	$1.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A
EMPUSB	Government Public Static IP Mobile Internet	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
EMPVS	Government Public Static IP Voice	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
VUNLIMBBG	Government Single-Choice Mobile Internet Unlimited	$35.00	36%	$28.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40kc	Unlimited	N/A	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A	N/A
GOVUSU301	Government Unlimited for Phones w/Device Subsidy 1.0 Level 1	$45.00	36%	$44.44	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	6K	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A
GOVUSU302	Government Unlimited for Phones w/Device Subsidy 1.0 Level 2	$59.00	36%	$60.52	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	6K	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A
GOVUSU303	Government Unlimited for Phones w/Device Subsidy 1.0 Level 3	$65.00	36%	$66.76	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	6K	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A	N/A
GHSUN15C	Government Unlimited Hotspot Internet Data	$35.00	36%	$28.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6K	unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots	N/A	N/A	N/A	N/A	N/A
GOVUTB11H	Government Unlimited for Tablets 11 GB HS	$23.50	36%	$19.71	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6K	unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G/EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A	N/A

GOVUTTB21H	Government Unlimited for Tablets 2:1 GB HS	$25.00	34%	$28.48	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A						
GUTPT102B	Government Unlimited Plus Tablet 5G GB HS	$40.50	34%	$60.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	During congestion, customers on this plan may experience reduced speeds until road bill cycle due to data prioritization.	N/A	N/A	N/A	5G/4G LTE	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A						
GUTPT602B	Government Unlimited Plus Tablet 7G GB HS	$58.50	34%	$69.14	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	During congestion, customers on this plan may experience reduced speeds until road bill cycle due to data prioritization.	N/A	N/A	N/A	5G/4G LTE	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A						
GOVSTAS10	Government Unlimited Advanced Data with 10GB Hotspot	$5.00	34%	$6.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Na	N/A	N/A	N/A	N/A	N/A	N/A						
SOVSTAS30	Government Unlimited Advanced Data with 30GB Hotspot	$15.00	34%	$12.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Na	N/A	N/A	N/A	N/A	N/A	N/A						
GVPR10UNL & GVPRAUDT	GoPro10Beyond New UNLPLUS	$15.00	0%	$15.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	Unlimited	N/A	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Na	Smartphone	N/A	N/A	N/A	N/A	N/A						
DISCPT01	DISCOVER Mobile Threat Defense Advanced Managed Client Device per Month	$3.50	0%	$3.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISCPE01	DISCOVER Mobile Threat Defense Advanced Managed Client Device Coverage	$3.85	0%	$3.85	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISCPE02	DISCOVER Mobile Threat Defense Advanced Authorized User per Month	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISCPA01	DISCOVER Mobile Threat Defense Advanced Authorized User Coverage	$7.70	0%	$7.70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISMA1E5	DISCOVER Mobile Threat Defense Professional Managed Client Device Coverage per Month	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISMA2E	DISCOVER Mobile Threat Defense Professional Authorized User Coverage per Month	$5.50	0%	$5.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISMA3E	DISCOVER Mobile Threat Defense Professional Authorized User Subscription per Month	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISMA3EN	DISCOVER Mobile Threat Defense Professional Authorized User Subscription per Month	$11.00	0%	$11.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISCCS19	DISCOVER Mobile Security Suite (SaaS) Managed Client Device per Month	$7.50	0%	$7.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISCCPE2X	DISCOVER Mobile Security Suite (SaaS) Managed Client Device Coverage	$8.25	0%	$8.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISCCS20	DISCOVER Mobile Security Suite (SaaS) Authorized User per Month	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISCCPA2X	DISCOVER Mobile Security Suite (SaaS) Authorized User Coverage	$16.50	0%	$16.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISCCL2X	DISCOVER Mobile Security Suite (SaaS) Service Level Agreement	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISYPE01	DISCOVER Mobile Threat Defense for IBM MaaS360 Authorized User Subscription per Month	$6.00	0%	$6.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DISMYE01	DISCOVER Mobile Threat Defense for IBM MaaS360 Authorized User Subscription per Month	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVPP01L	IBM MaaS360 Enterprise User over 1500 MthSy GOV	$18.00	0%	$18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVPP01L	IBM MaaS360 Deluxe Device over 1000 MthSy GOV	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DSKETE3	ASD 10c IBM MaaS360 TeamViewer User GOV	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DSKAE01	ASD 10c IBM MaaS360 Secure Mail User GOV	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
DSKAD2	ASD 10c IBM MaaS360 Secure Mobile Browser User GOV	$2.50	0%	$2.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVAD4L	ASD 10c IBM MaaS360 Secure Mobile Browser Device GOV	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVAD5L	ASD 10c IBM MaaS360 Docs Shared Mgmt User GOV	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVAAPU	ASD 10c IBM MaaS360 Mobile Threat Mgmt Device GOV	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVPE01L	IBM MaaS360 Essentials Dev User 1000 MthSy GOV	$4.00	0%	$4.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVPE01L	IBM MaaS360 Essentials Dev 501 - 1000 Licenses GOV	$3.30	0%	$3.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVPT01L	IBM MaaS360 Essentials Dev 51 -500 Licenses GOV	$3.50	0%	$3.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EVPT01L	IBM MaaS360 Essentials Dev under 51 licenses GOV	$4.00	0%	$4.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
EREATA03	IBM MaaS360 Consultant On Demand 20 HRS	$1.00	0%	$20.00	1	$1,200.00	Same Day	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
SVAE5LL	IBM MaaS360 Enhanced Cust Setup GOV	$0.00	0%	$0.00	1	$750.00	Setup Fee, under 50 licenses	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti MMP	Ivanti Mobile Message and Protect GOV	$3.50	0%	$3.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti Neurons Dvc under 500	Ivanti Neurons MDM Dvc Cld Asst Term Bill MthSy Under 500 GOV	$4.05	0%	$4.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti Neurons User under 500	Ivanti Neurons MDM User Cl Asst Term Bill MthSy Under 500 GOV	$6.00	0%	$6.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti Neurons Term Dvc 500+	Ivanti Neurons MDM Prem Dvc Cld Asst Term Bill MthSy 500 plus GOV	$7.20	0%	$7.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Evanti Neurons Prem User 500+	Ivanti Neurons MDM Prem User Cld Asst Term Bill MthSy 500 plus GOV	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti Neurons Dvc annual term 500+	Ivanti Neurons MDM Dvc Cld Asst Term Bill MthSy 500 plus GOV	$4.32	0%	$4.32	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti Neurons UEM Prem annl term 500+	Ivanti Neurons UEM Prem Dvc Cld Asst Term Bill MthSy 500 plus GOV	$7.92	0%	$7.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti Neurons UEM Dvc annual term 500+	Ivanti Neurons UEM Dvc Cld Asst Term Bill MthSy 500 plus GOV	$4.28	0%	$4.28	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti Neurons MDM Dvc 1st Annual term 1000+	Ivanti Neurons MDM Dvc 1st Asst Term Bill MthSy 1000 plus GOV	$3.35	0%	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons Mobile Threat Defensefor MDMMTD-DVC-C-M-SUS	Ivanti Neurons for MDM and Ivanti Neurons for MTD Bundle (US)	$5.93	0%	$5.93	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons SUBM Premium MI-UMIP-E-SYMC-A-M-SUSV	Ivanti Neurons for MDM Premium per Device Cloud Subscription with Assurance Supp	$5.95	0%	$5.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons SUBM Premium MI-UMIP-E-SYMC-A-M-SUSV	Ivanti Neurons for MDM Premium per Device Cloud Subscription, Direct Support	$7.42	0%	$7.42	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons Discovery for MDM-DISC-C-M-SUSV	Ivanti Neurons for Digital Experience Device Cloud Subscription	$2.97	0%	$2.97	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons Discovery for MDM-DISC-C-M-SUSV	Ivanti Neurons for Digital Experience Device Cloud Subscription, Direct Support	$3.71	0%	$3.71	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons Platform IN-PLATFORM-CSV-C-M-SSV	Ivanti Neurons Platform w/ ZTA Connector Cloud Subscription	$2.25	0%	$2.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons SUBM MI-UEM-O-SYMC-A-SSV	Ivanti Neurons for MDM per Device Cloud Subscription with Assurance Support	$4.28	0%	$4.28	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons SUBM MI-UEM-O-SYMC-O-SSV	Ivanti Neurons for MDM per Device Cloud Subscription, Direct Support	$3.95	0%	$3.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Neurons EMM-M-ESSEN-M-SSV	Ivanti Neurons for Patch Management	$2.97	0%	$2.97	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti CCPS Support Basic Plus MthSy GOV Add On TM CCPS LIKE	Mobile Device Management Subscription	$0.44	0%	$0.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti CCPS Support Advanced MthSy GOV Add On TM CCPS LIKE	Mobile Device Management Subscription	$1.05	0%	$1.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti CCPS Dlvyl Light	Ivanti CCPS Deployment Light GOV	$0.00	0%	$0.00	1	$400.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti CCPS Dlvyl Prof Std	Ivanti CCPS Deployment Professional Std GOV	$0.00	0%	$0.00	1	$1,000.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
Ivanti CCPS Dlvyl Prof Adv	Ivanti CCPS Deployment Professional Advanced GOV	$0.00	0%	$0.00	1	$1,500.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
TBD	1LT 100GB	$80.00	0%	$80.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	100B	N/A	MB	10/21	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1LT	N/A	N/A	N/A	N/A	N/A					
TBD	1LT 10GB	$1.00	0%	$1.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10GB	Unlimited	10GB	N/A	MB	10/21	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1LT	N/A	N/A	N/A	N/A	N/A					
TBD	1LT 1GB Fallover	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	1GB	N/A	MB	10/20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1LT	N/A	N/A	N/A	N/A	N/A					
TBD	1LT 1GB Standard	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	1GB	N/A	MB	10/21	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1LT	N/A	N/A	N/A	N/A	N/A					
TBD	1LT 1MB	$0.40	0%	$0.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1MB	Unlimited	1MB	N/A	MB	10/21	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1LT	N/A	N/A	N/A	N/A	N/A					
TBD	1LT 3GB	$17.00	0%	$17.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	3GB	N/A	MB	10/21	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1LT	N/A	N/A	N/A	N/A	N/A					
TBD	1LT 5GB	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	5GB	N/A	MB	10/21	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1LT	N/A	N/A	N/A	N/A	N/A					
IBMP 10/5 5x5Gunder 30D	1IBMP Pro Monthly 10/5 or 5x5G under 30D GOV	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
IBMP 10/5GB 10/5 50D+	1IBMP Pro Monthly 10/5 or 5x5G 50B+ GOV	$7.17	0%	$7.17	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
IBMP 30/5 5x5G 500+	1IBMP Pro Monthly 30/5 or 5x5G 50B plus GOV	$3.00	0%	$3.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
IBMP Hsco5 50B+	1IBMP Pro Monthly Hsco5 50B plus GOV	$6.45	0%	$6.45	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
IBMP Dlvyl	1IBMP Pro SDS & Hsco5G - Deployment 6 GOV	$0.00	0%	$0.00	1	$1,500.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	1GB	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A	N/A					
ZVRVSW1	Verizon ZVR11 add-ins(1TB for ZVPMW3)	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available	No longer available
ZMSTM112BT	Machine to Machine 128kbps with Text	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1Mb	Unlimited	Unlimited	No	N/A	N/A	128 kbps speeds	500	N/A	No	N/A	N/A	N/A	Na	M2M	N/A	N/A	N/A	N/A	N/A					
ZMSTM512BT	Machine to Machine 512kbps with Text	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1Mb	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds	500	N/A	No	N/A	N/A	N/A	Na	M2M	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices Gateway Cap5x	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices Push Button Cap5x	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
GVMOBSTB	Mauve Signal Rate Plan - Government	$25.00	34%	$12.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1MB	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	3G	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	BYOD, Device Not available from T-Mobile	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices – Optional telcoFee (Large) – One Time Charge	$0.00	0%	$0.00	1	$1,000.00	Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices – Optional telcoFee (Small) – One Time Charge	$0.00	0%	$0.00	1	$500.00	Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices 2 button satisfaction survey	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices 5 button satisfaction survey	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices Acceleration Based Movement Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	3G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices Environmental Monitoring Sensor (Motion, humidity, temperature, light, TVOC, CO2, and barometric pressure sensors)	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices Bluetooth Sensors	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices CO2 Sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G	Unlimited	Unlimited	N/A	N/A	N/A	Na	Tablet	N/A	N/A	N/A	N/A	N/A					
N/A	myDevices Desk presence sensor	$4.50	0%	$4.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/

MVCT01M	*Movius SMS capture + etore GSM (CoreLine formerly Network Mobile Capture)*	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MVCT07M	*Movius SMS capture + etore IMZ (CoreLine formerly Network Mobile Capture)*	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MVCT03M	*Movius Voice capture GSM (CoreLine formerly Network Mobile Capture)*	$21.00	0%	$21.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MVCS703M	*Movius Voice capture + etore GSM (CoreLine formerly Network Mobile Capture)*	$31.00	0%	$31.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MVC1KL	*Movius Voice. SIPREC Link (CoreLine formerly Network Mobile Capture)*	$1,000.00	0%	$1,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MSC0B	*Movius SMS OTC offload <1000*	N/A	N/A	N/A	$1,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MSC0B1	*Movius SMS OTC offload >1000*	N/A	N/A	N/A	$2,250.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MVC0B	*Movius Voice OTC SF offload-1K*	N/A	N/A	N/A	$1,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MVC0B1	*Movius Voice OTC SF offload>1K*	N/A	N/A	N/A	$2,250.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
MVC0B2	*Movius Voice OTC SIPREC offload*	N/A	N/A	N/A	$25,500.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Mobile Internet (select devices only)	N/A	N/A	N/A	N/A						
P10MUN20	Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
P10MUN25	Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
P10MUN15	Project 10Million General Unlimited Plans (NSLP & Non-NSLP)	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
P10M100M	Project 10Million TPR 100 GB Per Month General Rate Plan (NSLP & Non-NSLP)	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
P10M100PM	Project 10Million TPR 100 GB Per Month Program Plan (NSLP)	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
P10MP	Project 10Million TPR 100 GB Per Year Program Plan (NSLP)	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Annual	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
P10M20PM	Project 10Million Program 20 GB Per Month Plan (NSLP)	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB/Month	100	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
PP10M31UN	Project 10Million Unlimited Program Plan (NSLP)	$31.00	0%	$31.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
P10MUN20M + GEDFLTERD	Project 10M Unlimited $20.00MO	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Hotspot device	N/A	N/A	N/A	N/A						
MI-KMSWMC2MS-GO	Samsung Knox Manage EMM -Monthly	$1.50	0%	$1.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-SBPRSWWSMG-GOV	Samsung Knox Manage QuickStart Standard -One time Charge	$0.00	0%	$0.00	$699.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-SBPRSWWSMGS(M)-GOV	Samsung Knox Manage QuickStart Standard - Monthly	$58.25	0%	$58.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-OSCS110UT2Q1-GOV	Samsung Knox Configure Dynamic 1 Yr billed monthly	$8.00	0%	$8.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-OSCS110UT2Q1M-GOV	Samsung Knox Configure Setup Edition Profile – Monthly	$0.42	0%	$0.42	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-OVCPS01G-GOV	Samsung Knox Configure QuickStart (Deploy)	$0.00	0%	$0.00	$699.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-KMSWMC2MV(S)-GOV	Samsung Knox RFOTA One Cloud– Monthly	$2.25	0%	$2.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-OVCTS00G-GOV	Samsung Knox RFOTA Setup Service	$0.00	0%	$0.00	$2,000.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
Monthly MI-KMSWMC2MS-GOV	Samsung Knox Suite	$3.15	0%	$3.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-KMSCSWC2MS-GOV	Samsung Knox Suite – Companion Plan Gov Monthly	$3.15	0%	$3.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-OVPSA02G-GOV	Samsung Knox Suite Setup Service	$0.00	0%	$0.00	$3,999.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-KMSWMC2MS-GOV	Samsung Knox Asset Intelligence– Monthly	$2.20	0%	$2.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-SBPRSWWOO-GOV	Samsung Knox Asset Intelligence- Setup Service	$0.00	0%	$0.00	$2,000.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-OVMTAA20-GOV	Samsung Service Engineering – Per Hour	$0.00	0%	$0.00	$250.00	Per Hour	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						
MI-OVMTAA1G-GOV	Samsung Knox Mobile Deployment Engineer Service – Per Week	$0.00	0%	$0.00	$9,000.00	Per Week	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	GB	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE)/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A						

MI-OVCPAAS-GOV	SAMSUNG KNOX ENGINEERING TECHNICAL SUPPORT - ADVANCED	$0.00	0%	$0.00	$30,000.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OVCPAA2U-GOV	SAMSUNG KNOX ENGINEERING TECHNICAL SUPPORT - ADVANCED	$0.00	0%	$0.00	$30,000.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OVCPAEU-GOV	SAMSUNG KNOX ENGINEERING TECHNICAL SUPPORT - ELITE	$0.00	0%	$0.00	$50,000.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OVCPUES3-GOV	SAMSUNG KNOX ENGINEERING TECHNICAL SUPPORT - ELITE	$0.00	0%	$0.00	$100,000.00	One Time charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-KWSWSW1Z60	Samsung Knox Suite under 500 Dev License	$3.99	0%	$3.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-KWSWSWMC2500	Samsung Knox Manage under 500 Dev License	$2.00	0%	$2.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OSECSM1SW1Y2	Samsung Knox Configure-Dynamic Edtn Dev Under 500 GOV	$0.87	0%	$0.87	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-KWSWSWMC3M1Q	Samsung Knox Suite Monthly MI 500 plus GOV	$2.98	0%	$2.98	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-KWSWSWMC2M1	Samsung Knox Manage Monthly MI- 500 plus GOV	$1.70	0%	$1.70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OSECSM1SW1Y4/Y2	Samsung Knox Configure-Dynamic Edtn Dev MI- 500 plus GOV	$3.19	0%	$3.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OVCPAAS-GOV	Samsung Knox Advanced B2B Tech Spt 1 Yr MI+ GOV	$0.00	0%	$0.00	$30,000.00	Annual Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OVCPAEU-GOV	Samsung Knox Elite Tech Spt 1 Yr MI+ GOV	$0.00	0%	$0.00	$50,000.00	Annual Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-SMPRSWWSWS01-GOV	Samsung Knox Manage Professional Service 1 Hour GOV	$0.00	0%	$0.00	$1,000.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OVMTAAS01-GOV	Samsung Knox Mobile Deploy Service Eng per hr MI- GOV	$0.00	0%	$0.00	$350.00	per hour rate, minimum 8 hour	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-SMPRSWWSWA02-GOV	Samsung Knox Manage Quick Start- App Control MI- GOV	$0.00	0%	$0.00	$499.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
MI-OVPWSW-GOV	Samsung Knox Suite Setup Service MI- GOV	$0.00	0%	$0.00	$1,999.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A					
G-U-TCGBO	SAM Prvdr, SWG TSIM cEI CTM Voice	$10.69	0%	$10.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100 gb	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A				
G-U-TCWBO	SAM Prvdr, SWG TSIM cEI CTM MI	$10.69	0%	$10.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100 gb	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Tablet or Connected Laptop	N/A	N/A	N/A	N/A				
G-S-CSS	Secure Internet 6a SP Voice	$3.79	0%	$4.79	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	75 gb	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A				
G-S-CSSMI	Secure Internet 6a SP MI	$3.79	0%	$4.79	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	75 gb	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Tablet or Connected Laptop	N/A	N/A	N/A	N/A				
G-SP-STG	Secure Internet 6a S Voice	$3.79	0%	$4.79	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	75 gb	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A				
G-SP-STGMI	Secure Internet 6a S MI	$3.79	0%	$4.79	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	75 gb	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Tablet or Connected Laptop	N/A	N/A	N/A	N/A				
WCXSLNLPP	Sidekick Unlimited Plus (ESPP800)	$29.99	0%	$29.99	N/A	N/A	N/A	N/A	N/A	N/A	$0.25	$0.25	$0.25	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	2G & 3G	Unlimited	Unlimited	N/A	N/A	N/A	No	Sidekick	N/A	N/A	N/A	N/A				
ZNA100SST	Simple Choice 100GB Pooled Data North America (first 10 lines)	$150.00	33%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	XIR	100GB	N/A	Yes	GB	$4.25	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A				
ZNA200RT	Simple Choice 2GB Pooled Data North America (first 10 lines)	$150.00	33%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	XIR	2GB	N/A	Yes	GB	$5.00	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A				
ZNA300RT	Simple Choice 300B Pooled Data North America (first 10 lines)	$150.00	33%	$127.50	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	XIR	300B	N/A	Yes	GB	$4.50	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A				
ZNAM60GB	Simple Choice 60B Mobile Internet w/ & SMMI	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	60B	N/A	N/A	N/A	High-speed	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A				
ZNAM20GB	Simple Choice Mobile Internet Business 20B	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mbs	Unlimited	20B	Yes	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets, Wi-Fi hotspots and data sticks only	N/A	N/A	N/A	N/A				
SIVUNL56	Simple Choice Unlimited Mobile Internet Data for Government	$35.00	30%	$28.42	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Hotspots/Tablets/Routers/Modems	N/A	N/A	N/A	N/A				
ZNDSUT1S	Simple Choice Unlimited Talk, Text & Data - AAL	$15.00	30%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A				
SCVPUTT06 & ADDUTTV20	Simple Choice Unlimited Talk, Text and Data	$15.00	36%	$12.60	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	XIR	Unlimited	Feature Dependant	N/A	N/A	N/A	5G/4G LTE/3.5/2G/1/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A				
ZNATTU1O	Simple Choice Voice (10 line)	$150.00	36%	$126.00	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A				
ZNATTU13	Simple Choice Voice (13 lines)	$195.00	36%	$163.80	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	No	N/A	N/A	No	Smartphones	N/A	N/A	N/A	N/A				
ZNATTU2	Simple Choice Voice (2 lines)	$80.00	36%	$67.20	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A				
ZADDUT1S	Simple Choice Voice (9-12 lines) - AAL	$10.00	36%	$8.40	N/A	N/A	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Smartphone	N/A	N/A	N/A	N/A				
ZMAMIGRAI / ZMAMIMI	SMAMIGH Message Archiving	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
N/A	Spinnen FleetGuardia FL360 LTE Advanced w/AGPS	$25.00	0%	$25.00	$50.00	Spinnen Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A					
N/A	Spinnen FleetGuardia FL360 LTE Elite Package	$14.00	0%	$14.00	$50.00	Spinnen Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A					
N/A	Spinnen FleetGuardia FL360 LTE Standard	$12.00	0%	$12.00	$50.00	Spinnen Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A					
N/A	Spinnen FleetGuardia FL360 LTE Standard w/AGPS	$17.00	0%	$17.00	$50.00	Spinnen Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A					
N/A	Spinnen FleetGuardia Trailer Box Package	$10.83	0%	$10.95	$75.00	Spinnen Setup Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A					
N/A	Spinnen FleetGuardia CamCube3	$19.83	0%	$19.95	$250.00	Equipment Fee purchased thro	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A					
N/A	Spinnen FL Flex Battery Tracker	$6.95	0%	$6.95	$49.00	Equipment Fee purchased thro	N/A	N/A	N/A	N/A	N/A	N/A	N/A	XIR	Unlimited	N/A	N/A	N/A	N/A	N/A	Unlimited	Unlimited	N/A	N/A	N/A	No	Tablet	N/A	N/A	N/A	N/A					
GSYNCPLTE	SyncUP FLEET Government	$15.00	36%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mbs	Unlimited	Unlimited	No	N/A	N/A	512 kbps speeds	Unlimited	N/A	No	N/A	N/A	No	SyncUP FLEET1	N/A	N/A	N/A	N/A				
GSYNCPLT2T	SyncUP FLEET Government T1	$15.00	36%	$12.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	2GB	N/A	N/A	N/A	512 kbps speeds	N/A	N/A	N/A	N/A	N/A	No	SyncUP FLEET1	N/A	N/A	N/A	N/A				

25DCWIFI	T-Mobile Direct Connect (TDC) for Wi-Fi	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A			
25DCCC	T-Mobile Direct Connect (TDC) Crisis Carrier	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A			
25DCDD	T-Mobile Direct Connect (TDC) DesktopDispatch	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A			
25DCSA2	T-Mobile Direct Connect (TDC) Direct Connect Only	$21.00	30%	$17.64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphone	N/A	N/A	N/A	N/A			
25DCVAR1	DC IJMR Interop Talk Group	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
25DCVAR2	DC IJMR Interop Talk Group USAR/ESSS/ESS	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
25DCSSMS	Add-ON: Direct Connect SS Handset	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
25DCMS	Add-ON: Direct Connect SS Tablet	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
25DCVAR3	Add-ON: IJMR Interop for MI	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
25DCVAR4	Add-ON: IJMR Interop for SSM	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
BUDDATPTT	Add-ON: Direct Connect Block All Data	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	smartphones	N/A	N/A	N/A	N/A			
BUDDATMAP	Add-ON: Direct Connect Block Data MI	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
25DCBC1	Add-ON: TDC Business Critical	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	smartphones	N/A	N/A	N/A	N/A			
25DCBC1MI	Add-ON: TDC Business CriticalMI	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
86DCMC1	Add-ON: Direct Connect Mission Critical	$8.50	0%	$8.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	smartphones	N/A	N/A	N/A	N/A			
86DCMC1MI	Add-ON: Direct Connect Mission Critical MI	$8.50	0%	$8.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
86DCMCDISP	DC MC Desktop Dispatch	$120.00	0%	$120.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
25DCMC1	Add-ON: DC Mission Critical Advanced (formally DC Mission Critical)	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	smartphones	N/A	N/A	N/A	N/A			
25DCMC1MI	Add-ON: DC Mission Critical Adv MI (formally DC Mission Critical MI)	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
25DCMCDI	Add-ON: DC MC ADV Desktop Dispatch (formally DC MC Desktop Dispatch)	$195.00	0%	$195.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A			
25DCVID	Add-ON: DC Video Streaming	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Smartphone	N/A	N/A	N/A	N/A			
25DCVIDMI	Add-ON: DC Video Streaming MI	$12.00	0%	$12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	High-speed	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mobile Internet	N/A	N/A	N/A	N/A			
GTM1TAB	T-Mobile ONE Tablet for Government	$23.50	30%	$16.70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Mbs	Unlimited	Unlimited	N/A	N/A	N/A	4G LTE	Unlimited	Unlimited	No	N/A	N/A	No	Tablets	N/A	N/A	N/A	N/A			
G5PRGBN50	T-Priority Advanced (Voice)	$39.50	0%	$39.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A			
G5PRGBMULT	T-Priority Ultimate (Voice)	$60.50	0%	$60.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A			
G7PTB16	T-Priority Tablet Plan 16GB	$29.50	0%	$29.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	N/A	N/A	N/A	N/A			
G7PTBULT	T-Priority Unlimited Tablet Plan	$39.50	0%	$39.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Tablets	N/A	N/A	N/A	N/A			
G7PMSMR	T-Priority Mobile Router MSI Plan	$39.50	0%	$39.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Router/Modems	N/A	N/A	N/A	N/A			
G7PLTULT	T-Priority Laptop Plan	$29.50	0%	$29.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Laptops	N/A	N/A	N/A	N/A			
G25SLIC01	Add-On: T-Priority SLICE Primary	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A			
G2TPSLCM1	Add-on: T-Priority SLICE MI Primary	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A			
G25SLIC02	Add-On: T-Priority SLICE Extended Primary	$7.50	0%	$7.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A			
G2TPSLCM2	Add-On: T-Priority SLICE Extended Primary MI	$7.50	0%	$7.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	N/A	Smartphones	N/A	N/A	N/A	N/A			
GSATCOV	T-Satellite $15 TPR Add On Plan	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Satellite	N/A	N/A	N/A	N/A	N/A	No	GSM/VoiceDevices Only	N/A	N/A	N/A	N/A			
GSATSV1	T-Satellite Text to 911 SOV	$0.00	0%	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Satellite	N/A	N/A	N/A	N/A	N/A	No	GSM/VoiceDevices Only	N/A	N/A	N/A	N/A			

GUNLSM & GDATA3Q1	SuperMobile for Government w/ 30GB Hotspot (Threat Protect Included)	$69.00	16%	$57.96	N/A	NA	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	30 GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Multiple Devices	N/A	N/A	N/A	N/A	N/A							
GPUNLSM & GDATA3Q1	SuperMobile for Government w/ 30GB Hotspot (w/o Threat Protect)	$67.50	16%	$56.70	N/A	NA	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A	N/A	30 GB	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	Unlimited	N/A	N/A	N/A	No	Multiple Devices	N/A	N/A	N/A	N/A	N/A							
VMCPRAS	VMware CPS Support Basic Plus Mthly GOV Add-On	$2.40	4%	$2.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMCPASGOV	VMware CPS Support Advanced Mthly GOV Add-On	$5.88	4%	$5.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMWSPSM3B	VMware WSP1 Mid4 Essentials Per Device Billed MthlyUnder 50K GOV	$4.48	4%	$4.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMWSPSUS4	VMware WSP1 UEM Essentials Per Device Billed MthlyUnder 50K GOV	$5.78	4%	$5.55	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMWSPSAS	Add-ON: VMware WSP1 Assist Per Device Billed MthlyUnder 50K GOV	$0.55	0%	$0.55	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMWSPSES2	VMware WSP1 Education Essentials Per Device Billed MthlyGOV	$1.32	0%	$1.32	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMWSPSM2B+	VMware WSP1 Mid2 Essentials Per Device Billed MthlyUnder 50K Plus GOV	$2.80	0%	$2.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMWSPSUS4+	VMware WSP1 UEM Essentials Per Device Billed MthlyUnder 50K Plus GOV	$3.99	0%	$3.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMWSPASS+	Add-ON: VMware WSP1 Assist Per Device Billed MthlyUnder 50K Plus GOV Add-on	$0.66	0%	$0.66	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMCPSDEPC	VMware CCPS Deployment Light GOV	$0.00	0%	$0.00	$400.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMCPSDEPS	VMware CCPS Deployment Professional Std GOV	$0.00	0%	$0.00	$1,000.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
VMCPSDEPPA	VMware CCPS Deployment Professional Advanced GOV	$0.00	0%	$0.00	$5,000.00	Deployment Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Multiple Devices	N/A	N/A	N/A	N/A							
GOVINTPRO	Government Unlimited High-Speed Internet - Equipment Included	$60.00	16%	$50.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	NA	N/A	N/A	N/A	5G/4G LTE	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
GOVUNLINT	Government Fixed Wireless Unlimited High Speed Internet (Router Plan)	$45.00	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	NA	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
ZHS2GGTK	Business 2GB Hbl Stacked Fixed Wireless	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	2GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
Z10GGTBFW	Business 10GB Hbl Stacked Fixed Wireless	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	10GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
GOVZNTFR	First Responder Unlimited for Fixed Routers	$40.00	16%	$33.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	NA	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
GOVETUNL3	Government Mobile Internet School Bus Plan	$45.00	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	NA	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
BTPWVNN	Microsoft Teams Phone Mobile	$4.00	0%	$4.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	NA	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphones, tablets, and laptops.	N/A	N/A	N/A	N/A							
BTPWVVN	Operator Connect for Microsoft Teams	$4.00	0%	$4.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	NA	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphones, tablets, and laptops.	N/A	N/A	N/A	N/A							
BTPWVSN	TPM Voice Service Number	$10.00	0%	$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	NA	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	Smartphones, tablets, and laptops.	N/A	N/A	N/A	N/A							
GNXCON	Inseego Connect Access - Sub Level Only	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	50GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
25XCON	Inseego Connect Access - Account Level Only	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	50GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
25UPBDSN	Gov Laptop 80GB	$29.00	16%	$24.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	50GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
25UPS30SN	Gov Laptop 130GB	$29.00	16%	$24.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	50GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Yes	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
GVUNLMSI	Government Fixed Wireless Unlimited High Speed Internet (SIM Only)	$35.00	16%	$29.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	50GB	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
GOVSWLTE	Government Instate School Bus With Plan (for Bookmobile only) (2023-2026)	$29.80	0%	$29.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	200MB domestic roaming	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
ANT1_0	Government Instate School Bus With Installation (2025-2026) (for Bookmobile only) - Internal Antenna	N/A	0%	N/A	$475.00	Professional Installation package Internal Antenna	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Internal Antenna	N/A	N/A	N/A	N/A							
ANT2_0	Government Instate School Bus With Installation (2025-2026) (for Bookmobile only) - External Antenna	N/A	0%	N/A	$650.00	Professional Installation package External Antenna	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	External Antenna	N/A	N/A	N/A	N/A							
GBWTBPT	Government E-Rate Library Hotspot (2025-2026)	$11.97	0%	$11.97	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	Tablets & Hotspots	N/A	N/A	N/A	N/A							
GOVITUNL2	Government Instate Mobile Internet (School Bus) Plan (2024-2025)	$45.00	16%	$37.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	200MB domestic roaming	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	No	For use with fixed wireless equipment such as gateways and routers. It is not compatible with smartphones, wearables or Hotspot devices.	N/A	N/A	N/A	N/A							
ANT1	Government Mobile Internet (School Bus) Plan Low-cost Installation (2024-2025)	N/A	0%	N/A	$183.00	Professional Installation Low-Cost package	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Antenna	N/A	N/A	N/A	N/A							
ANT2	Government Mobile Internet (School Bus) Plan Standard Installation (2024-2025)	N/A	0%	N/A	$473.23	Professional Installation Standard package	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Antenna	N/A	N/A	N/A	N/A							
ANT3	Government Mobile Internet (School Bus) Plan Premium Installation (2024-2025)	N/A	0%	N/A	$438.23	Professional Installation Premium package	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	Antenna	N/A	N/A	N/A	N/A							
GGESRMSTE	Geotab Fleet Management Regulatory Plan w/ HOS for Government TE	$23.50	0%	$23.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	No	Geotab Device	N/A	N/A	N/A	N/A							

GSEOPGN	Government Geotab ProPlus Bundle Self Install TE	$19.25	0%	$19.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	Na	Geotab Device	N/A	N/A	N/A	N/A	N/A						
GSEOPGN	Government Geotab ProPlus Bundle with Installation TE	$19.75	0%	$19.75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	Na	Geotab Device	N/A	N/A	N/A	N/A	N/A						
GSEOPGNSI	Geotab Public Works plan Bundle for Government self install TE	$34.50	0%	$34.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	Na	Geotab Device	N/A	N/A	N/A	N/A	N/A						
GSEOPGNIN	Geotab Public Works plan Bundle for Government with installation TE	$35.00	0%	$35.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	Na	Geotab Device	N/A	N/A	N/A	N/A	N/A						
GSEOPPSPC	Geotab Fleet Management Pro Plus Plan TE (Approval required)	$21.67	0%	$21.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	Unlimited	N/A	N/A	N/A	N/A	Na	Geotab Device	N/A	N/A	N/A	N/A	N/A						
GSEOCON1	Geotab Surfsight Dashcam	$27.00	35%	$22.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	Geotab Device	N/A	N/A	N/A	N/A	N/A						
GSEOANSY	Government Geotab GO Anywhere	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	Geotab Device	N/A	N/A	N/A	N/A	N/A						
N/A	Add-ON: VIATRacycle-Mobile Tracker	$2.09	0%	$0.00	$99.00	Equipment tracker Cost	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	NA	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	Na	NA	N/A	N/A	N/A	N/A						
N/A	Add-ON: VIATRacycle-Metals Mini Trakker	$2.00	0%	$0.00	$99.00	Equipment tracker Cost	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	NA	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	Na	NA	N/A	N/A	N/A	N/A						
N/A	Add-ON: VIATRacycle-Metals Wired Trakker	$2.00	0%	$0.00	$99.00	Equipment tracker Cost	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	NA	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	Na	NA	N/A	N/A	N/A	N/A						
N/A	Add-ON: VIATRacycle-Shipping Next day up to 5 devices	$0.00	0%	$0.00	$25.00	Equipment Shipping Cost	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	NA	N/A	N/A	N/A	N/A	5G/4G	N/A	N/A	N/A	N/A	N/A	Na	NA	N/A	N/A	N/A	N/A						
N/A	VIATRLocate	$5.00	0%	$5.00	$15.00	This is a one time setup fee for	N/A	N/A	N/A	N/A	N/A	N/A	N/A	KB	Unlimited	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	Smartphones, tablets, and laptops.	N/A	N/A	N/A	N/A							
MULTI1GS	MultiLine Standard Gov	$13.94	0%	$13.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
MULTI1GP	MultiLine Plus Gov	$18.04	0%	$18.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
MULTI1GE	MultiLine Enterprise Gov	$24.60	0%	$24.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
MLTI1GSB	MultiLine Fixed Line Integration (FLINT)	$18.04	0%	$18.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
BLKBRYDY	ADD-ON: Blackberry Dynamics Integration	$3.25	0%	$3.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
MINTUNI	ADD-ON: Microsoft Intune Integration	$3.25	0%	$3.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
MVTEAMCAL	ADD-ON: Microsoft Teams Calling	$7.00	0%	$7.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
MVTEAMSMS	ADD-ON: Microsoft Teams Desktop Add-On for Messaging	$5.00	0%	$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
SFDFRM1	ADD-ON: Salesforce Integration	$20.00	0%	$20.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
WHTSAPP1	ADD-ON: WhatsApp Messaging Channel	$25.00	0%	$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
MOVILIS1S	ADD-ON: Mobilelink International w/w/Mobile	$15.00	0%	$15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
DSIPTP	Digital Sale- SIPTP	$0.00	0%	$0.00	$1,250.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
DSIAPI	Digital Sale- API	$0.00	0%	$0.00	$1,250.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
SBCC3	SIPREC Call Recording	$0.00	0%	$0.00	$45,500.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
N/A	ML IP Whitelisting	$0.00	0%	$0.00	$12,500.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
N/A	Direct Links Cost	$0.00	0%	$0.00	$12,500.00	This is a one time setup cost fo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5G/4G LTE/3G(EDGE/HSPA+	N/A	N/A	N/A	N/A	N/A	Na	smartphones	N/A	N/A	N/A	N/A							
N/A	OOMA AirDial	$39.95	0%	$39.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	smartphones	N/A	N/A	N/A	N/A						
NA	Ooma AirDial Hardware Purchase	NA	0%	$0.00	$329.99	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma Exterior Antenna Kit	NA	0%	$0.00	$149.99	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma Office Bluetooth Adapter	NA	0%	$0.00	$69.99	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma 1000' Antenna Cable	NA	0%	$0.00	$99.99	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma AirDial Exterior Bolt Backup	NA	0%	$0.00	$99.99	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma UPS+ 2 Day Shipping	NA	0%	$0.00	$20.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma UPS Telo® Day Shipping	NA	0%	$0.00	$30.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma Pro Six 1.5Mbps Sym SIP ISP 1Tab	NA	0%	$0.00	$105.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma Pro_QS 1.5mr Sma Ext 10 Tbp	NA	0%	$0.00	$325.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma Pro 2nsProf First 2 Hrs	NA	0%	$0.00	$375.00	Installation	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NA	Ooma Pro 2nsProf Additional 1hr	NA	0%	$0.00	$150.00	Installation	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	Mobile Integration (Cell, email, alerts, reademe, fax)	$14.00	0%	$14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	MarketSpark Voice Enhanced	$19.62	0%	$19.62	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	ADD-ON: MarketSpark Managed Service-Autoattendant/IVR Feature	$14.00	0%	$14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	ADD-ON: MarketSpark Managed Service Feature	$14.00	0%	$14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	MZ 4-Port CradlePoint Router	NA	0%	$0.00	$460.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 8-Port CradlePoint Router	NA	0%	$0.00	$960.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 12 Port CradlePoint Router	NA	0%	$0.00	$1,075.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 16 Port CradlePoint Router	NA	0%	$0.00	$1,120.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 2-Port Inlined Router	NA	0%	$0.00	$165.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 4-Port Inlined Router	NA	0%	$0.00	$460.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 8-Port Inlined Router	NA	0%	$0.00	$960.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 12 Port Inlined Router	NA	0%	$0.00	$960.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 16 Port Inlined Router	NA	0%	$0.00	$960.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 8-Port CP Patton Router	NA	0%	$0.00	$1,365.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	MZ 16 Port CP Patton Router	NA	0%	$0.00	$1,380.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	RackMount Edition	NA	0%	$0.00	$300.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	30 ft Cable Extension	NA	0%	$0.00	$55.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	8 hour Battery extension	NA	0%	$0.00	$40.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	10ft Ethernet w/RJ45 Cable	NA	0%	$0.00	$10.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	10ft Ext Antenna w/RP-TNC Cable	NA	0%	$0.00	$10.00	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	Basic Installation	NA	0%	$0.00	$315.00	Installation and Prof Srvs	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	Site Survey - 100 min	NA	0%	$0.00	$360.00	Installation and Prof Srvs	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	Additional Professional Services (60 Min)	NA	0%	$0.00	$135.00	Installation and Prof Srvs	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
N/A	Expedited Install	NA	0%	$0.00	$450.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

*Prices above do not include applicable taxes and surcharges. Additional costs for equipment and/or installation may apply and is not included in the MRC above.

Requirements for the Government Unlimited Rate Plan with Subsidy (Essential and First Responder Government Rate Plan with Subsidy (Essential - Smartphones & Tablets

1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "**Subsidy Term**");
2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("**Minimum Activation Period**");
3) Each line of Service must be activated in accordance with the terms of the Agreement;
4) Customer is not in default of the Agreement at the time Customer receives a device subsidy during the Initial Term;
5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
6) Customer's account with T-Mobile must be in good standing to receive the subsidy.
Minimum Activation Period/Termination. If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $360 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% (12/24 months) X $360) for such terminated line). Customer will pay T-Mobile the amount due for the terminated line of Service within 30 days of termination. If Customer fails to pay T-Mobile such amount, then T-Mobile may charge Customer for the Activation Credits issued for each terminated line of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.
Empowered ID Program Plans are available to elementary, middle, high schools, and school districts across the U.S. The eligibility criteria and Empowered ID Program offers are posted here: https://www.t-mobile.com/business/education/empowered42.
Requirements to qualify for Subsidy allowance under Empowered ID Programs.
– For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the Empowered ID rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service (the "Subsidy Term"). Customer must maintain a Service Agreement with T-Mobile during the Subsidy Term.
– Customer agrees that it cannot change or move the lines of service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.
– Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement).
– This Device Discount/Subsidy cannot be combined with any other discount or promo offers.
– Customer is not in default of the Agreement at the time it receives the Device Discount/Subsidy; and
– Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.
Project 10Million
Limited time offer, subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 12/2026 or when 10GB limit is reached. Then, data speeds may be slowed to 2G speeds. Video streaming may default to 480p. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, lower any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.
Government Home Office Internet (Rollover)
During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Not available in all areas. Plus taxes and fees. Qualifying business or government account and credit approval required. For use only with T-Mobile Gateway. Not for resale. Not available for use with routers not provided by T-Mobile. Limited to one device per account. Video streaming may default to 480p. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, lower any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Government Home Office Internet (Unlimited)
During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Not available in all areas. Plus taxes and fees. Qualifying business or government account and credit approval required. For use only with T-Mobile Gateway. Not for resale. Not available for use with routers not provided by T-Mobile. Limited to one device per account. Video streaming may default to 480p. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, lower any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Teacher Plans
24 months consecutive service on qualifying plan required for device subsidy pricing. If any line receiving a device subsidy is canceled, suspended, or changed to a lower-priced rate plan, you may be charged a subsidy repayment ($/mo.).Limit of subsidy per month remaining in the subsidy term). Tax on pre-subsidy price of device. Credit approval required. Limit one device subsidy per account. Limit one device per line. Offer ends 12/31/2026. Unlimited high-speed data. Unlimited high-speed data (35 GB on Essentials Unlimited). Unlimited high-speed data (50 GB on Go5G Unlimited). Unlimited high-speed data (unlimited on Go5G Next). Unlimited high-speed data (unlimited on Magenta Unlimited). Unlimited high-speed data (unlimited on Magenta Max). Unlimited high-speed data (unlimited on Experience More). Unlimited high-speed data (unlimited on Experience Beyond). Unlimited high-speed data (unlimited on Experience Beyond for Business). Unlimited high-speed data (unlimited on Experience Beyond for Government). Unlimited high-speed data (unlimited on Experience Beyond for Public Sector). See Sales Rep of T-Mobile.com/filtering for content filtering options and details. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. **See Terms and Conditions** at www.T-Mobile.com for additional information.
Teacher Plans
24 months consecutive service on qualifying plan required for device subsidy pricing. If any line receiving a device subsidy is canceled, suspended, or changed to a lower-priced rate plan, you may be charged a subsidy repayment ($/mo.).Limit of subsidy per month remaining in the subsidy term). Tax on pre-subsidy price of device. Credit approval required. Limit one device subsidy per account. Limit one device per line. Offer ends 12/31/2026. Unlimited high-speed data. Unlimited high-speed data (35 GB on Essentials Unlimited). Unlimited high-speed data (50 GB on Go5G Unlimited). Unlimited high-speed data (unlimited on Go5G Next). Unlimited high-speed data (unlimited on Magenta Unlimited). Unlimited high-speed data (unlimited on Magenta Max). Unlimited high-speed data (unlimited on Experience More). Unlimited high-speed data (unlimited on Experience Beyond). Unlimited high-speed data (unlimited on Experience Beyond for Business). Unlimited high-speed data (unlimited on Experience Beyond for Government). Unlimited high-speed data (unlimited on Experience Beyond for Public Sector). See Sales Rep of T-Mobile.com/filtering for content filtering options and details. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. **See Terms and Conditions** at www.T-Mobile.com for additional information.
Emergency Broadband Benefit Mobile Internet (Retired)
Partial megabytes rounded up. Full speeds available up to monthly allotment, including tethering; then, slowed to up to 2G speeds through billcycle. U.S. roaming and on-network data allotments differ: includes 200MB roaming. **Int'l Roaming**: Usage may be taxed in some countries. Standard speeds approx. 128 Kbps. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Government Home Office Internet (Unlimited)
During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Not available in all areas. Plus taxes and fees. Qualifying business or government account and credit approval required. For use only with T-Mobile Gateway. Not for resale. Not available for use with routers not provided by T-Mobile. Limited to one device per account. Video streaming may default to 480p. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, lower any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or affect content. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Emergency Broadband Benefit Mobile Internet (Retired)
Partial megabytes rounded up. Full speeds available up to monthly allotment, including tethering; then, slowed to up to 2G speeds through billcycle. U.S. roaming and on-network data allotments differ: includes 200MB roaming. **Int'l Roaming**: Usage may be taxed in some countries. Standard speeds approx. 128 Kbps. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Government Mobile Wireless Unlimited High-Speed Internet (School Bus Router Plan). Not available in all areas. Limited time offer, subject to change. Intended for support of Wi-Fi, or other similar access point technologies, on school buses. During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Plus taxes & fees. Credit approval required. For use only with mobile broadband routers. Not for use with mobile hotspots. Video streaming may default to 480p. Not compatible with some live TV streaming services. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Government Fixed Wireless Unlimited High-Speed Internet (School Bus Router Plan). Not available in all areas, addresses ineligible for 5G may be eligible for 5G LTE or other fixed wireless options. During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Plus taxes & fees. Credit approval required. For use only at location provided at activation. **Video** Streaming resolution depends on available speed. For best performance, lower video streaming applications at their default resolution setting. Not compatible with some live TV streaming services. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See terms for additional information.
Government Unlimited Rate Plan with Subsidy (Essential and First Responder Government Rate Plan with Subsidy (Essential - Smartphones & Tablets

1) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "**Subsidy Term**");
2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("**Minimum Activation Period**");
3) Each line of Service must be activated in accordance with the terms of the Agreement;
4) Customer is not in default of the Agreement at the time it receives a device subsidy during the Initial Term;
5) The subsidy cannot be combined with any other discounts, credits or promotional offers; and
6) Customer's account with T-Mobile must be in good standing to receive the subsidy.
Minimum Activation Period/Termination. If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $360 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% (12/24 months) X $360) for such terminated line). Customer will pay T-Mobile the amount due for the terminated line of Service within 30 days of termination. If Customer fails to pay T-Mobile such amount, then T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile.
Empowered ID Program Plans are available to elementary, middle, high schools, and school districts across the U.S. The eligibility criteria and Empowered ID Program offers are posted here: https://www.t-mobile.com/business/education/empowered42.
Requirements to qualify for Subsidy allowance under Empowered ID Programs.
– For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the Empowered ID rate plan listed under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service (the "Subsidy Term"). Customer must maintain a Service Agreement with T-Mobile during the Subsidy Term.
– Customer agrees that it cannot change or move the lines of service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for a pro rata portion of the Device Discount/Subsidy received for each month remaining in the Device Discount/Subsidy Term.
– Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement).
– This Device Discount/Subsidy cannot be combined with any other discount or promo offers.
– Customer is not in default of the Agreement at the time it receives the Device Discount/Subsidy; and
– Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy. Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.
Project 10Million
Limited time offer, subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 12/2026 or when 10GB limit is reached. Then, data speeds may be slowed to 2G speeds. Video streaming may default to 480p. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, lower any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.
Government Home Office Internet (Rollover)
During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Not available in all areas. Plus taxes and fees. Qualifying business or government account and credit approval required. For use only with T-Mobile Gateway. Not for resale. Not available for use with routers not provided by T-Mobile. Limited to one device per account. Video streaming may default to 480p. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, lower any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Government Home Office Internet (Unlimited)
During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Not available in all areas. Plus taxes and fees. Qualifying business or government account and credit approval required. For use only with T-Mobile Gateway. Not for resale. Not available for use with routers not provided by T-Mobile. Limited to one device per account. Video streaming may default to 480p. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, lower any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or affect content. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Emergency Broadband Benefit Mobile Internet (Retired)
Partial megabytes rounded up. Full speeds available up to monthly allotment, including tethering; then, slowed to up to 2G speeds through billcycle. U.S. roaming and on-network data allotments differ: includes 200MB roaming. **Int'l Roaming**: Usage may be taxed in some countries. Standard speeds approx. 128 Kbps. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Government Home Office Internet (Unlimited)
During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Not available in all areas. Plus taxes and fees. Qualifying business or government account and credit approval required. For use only with T-Mobile Gateway. Not for resale. Not available for use with routers not provided by T-Mobile. Limited to one device per account. Video streaming may default to 480p. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, lower any video streaming applications at their default automatic resolution setting. Optional educational filtering may prevent some video streaming or affect content. **Not for extended international use; primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. We are not responsible for our partners' networks. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.
Government Mobile Wireless Unlimited High-Speed Internet (School Bus Router Plan). Not available in all areas. Limited time offer, subject to change. Intended for support of Wi-Fi, or other similar access point technologies, on school buses. During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Plus taxes & fees. Credit approval required. For use only with mobile broadband routers. Not for use with mobile hotspots. Video streaming may default to 480p. Not compatible with some live TV streaming services. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See terms for additional information.
Government Fixed Wireless Unlimited High-Speed Internet (School Bus Router Plan). Not available in all areas, addresses ineligible for 5G may be eligible for 5G LTE or other fixed wireless options. During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Plus taxes & fees. Credit approval required. For use only at location provided at activation. **Video** Streaming resolution depends on available speed. For best performance, lower video streaming applications at their default resolution setting. Not compatible with some live TV streaming services. **Coverage** not available in some areas. **Network Management**: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See terms for additional information.
Government Stable Internet (Rollover)
Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120; Fire Protection 922160; Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:
- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command
- Police or fire dispatch or centralized services
- Police or fire chiefs and their staff
- Police or fire field command
- Police or fire dispatch- 911 call centers

Total Line Eligibility and Line Limits for Connecting Heroes. Customer is subject to a limit on lines using the Connecting Heroes 28 rate plan ("Line Limit") and Customer must be a police, emergency medical technician (EMT), fire, PSAP, 911C, or non-profit responder agency ("First Responder Agency") whose personnel using the lines of service are performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the order term. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit. Customer's Line Limit will be documented in a signed written agreement between Customer and T-Mobile. Restrictions/Limitations: Limited to Low Line Limits and Qualifying Headcount do not apply to: Connecting Heroes Unlimited Plus, Connecting Heroes Unlimited Plus, Connecting Heroes Advanced Plan, or Connecting Heroes Ultimate Plan; provided however, all users of Connecting Heroes rate plans must be First Responder Agency personnel.

Connecting Heroes Terms and Conditions: Customer's use and/or purchase of rate plans under the Connecting Heroes Program will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of T-Mobile's Connecting Heroes Program Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement.
Enterprise IP Messaging.
Enterprise IP Messaging features cannot be combined. Devices must be connected to a GSM Network. MMS with any roaming GSM carrier.
Smartsheet Terms and Conditions: Customer's use and/or purchase of Smartsheet will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") Smartsheet Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the Smartsheet service, a product of Smartsheet, Inc., a third-party provider ("**Smartsheet**"). Customer's use of the product is subject to acceptance of the Smartsheet terms of use (the "**Third-Party Terms**") in the manner required by Smartsheet. The Third-Party Terms may be updated by Smartsheet at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.
Geotab Customer's use and purchase of the Geotab Products will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") Geotab Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the Geotab Products, a product of Geotab Inc., a third-party provider ("**Geotab**" or "**Third-Party**"). Customer's use of the product is subject to acceptance of the Geotab End User Agreement (the "**Third-Party Terms**") in the manner required by Geotab. The Third-Party Terms may be updated by Geotab at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.

IBM MaaS360 Terms and Conditions: Customer's use and/or purchase of IBM MaaS360 will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") IBM Security MaaS360 Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the IBM MaaS360 solution, a product of IBM, a third-party provider ("**IBM**"). Customer's use of the product is subject to acceptance of IBM Cloud Service Terms and the IBM Cloud Services Agreement for the MaaS360 product terms of use (the "**IBM Cloud Service Terms**") in the manner required by IBM. The IBM Cloud Service Terms may be updated by IBM at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.
Isanti Terms and Conditions: Customer's use and/or purchase of Isanti will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") Isanti Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the Isanti solution, a product of Isanti, LLC, a third-party provider ("**Isanti, LLC**"). Customer's use of the product is subject to acceptance of Isanti's terms of use (the "**Isanti Terms**") in the manner required by Isanti, LLC. The Isanti Terms may be updated by Isanti, LLC at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.
JamfProTerms and Conditions: Customer's use and/or purchase of JamfPro will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") JamfPro Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the JamfPro solution, a product of JamfPro, LLC, a third-party provider ("**JamfPro, LLC**" or "**Third-Party Terms**") in the manner required by JamfPro, LLC. The JamfPro Terms may be updated by JamfPro, LLC at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.
Samsung Knox Terms and Conditions: Customer's use and/or purchase of Samsung Knox will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") Samsung Knox Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the Samsung Knox solution, a product of Samsung Electronics Co., Ltd., a third-party provider ("**Samsung Electronics Co., Ltd.**"). Customer's use of the product is subject to acceptance of Samsung Knox terms of use (the "**Samsung Knox Terms**") in the manner required by Samsung Electronics Co., Ltd. The Samsung Knox Terms may be updated by Samsung Electronics Co., Ltd. at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.
VMWARE Terms and Conditions: Customer's use and/or purchase of VMware will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") VMware Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the VMware solution, a product of VMware, Inc., a third-party provider ("**VMware, Inc**"). Customer's use of the product is subject to acceptance of VMWare's terms of use (the "**VMware Terms**") in the manner required by VMware, Inc. The VMware Terms may be updated by VMware, Inc. at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.

myDevices Terms and Conditions: Customer's use and purchase of the T-Mobile myDevices solution will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") MyDevices Service Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the MyDevices Service, a product of myDevices, Inc, a third-party provider ("**myDevices**"). Customer's use of the product is subject to acceptance of the myDevices terms of use (the "**myDevices Terms**") in the manner required by myDevices, Inc. The myDevices Terms may be updated by myDevices, Inc. at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges. T-Mobile does not oversee or establish device or accessory pricing. All prices are set by MyDevices and are subject to change without notice. Prices and accessories are also subject to inventory availability.

Corrilee (formally Network Mobile Capture): Terms and Conditions: Customer's use and/or purchase of the Corrilee (formerly Network Mobile Capture) solution will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") Corrilee Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the Corrilee solution, a product of Mexico Innovation Corporation, a third-party provider (the "Third-Party Provider"). Customer's use of the solution is subject to acceptance of the Third-Party Provider terms of use (the "Third-Party Terms") in the manner required by the Third-Party Provider. The Third-Party Terms may be updated by the Third-Party Provider at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and/or setup charges do not include applicable taxes, fees, or surcharges.

Spireon FleetLocate Terms and Conditions: Customer's use and purchase of the Spireon FleetLocate Solutions will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") Spireon FleetLocate Solutions Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the Spireon FleetLocate Solutions, a product of Spireon, a third-party provider ("**Spireon**" or "**Third-Party**"). Customer's use of the product is subject to acceptance of the Geotab End User Agreement (the "**Third-Party Terms**") in the manner required by Geotab. The Third-Party Terms may be updated by Spireon at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges.

SASE Terms and Conditions: Customer's use and/or purchase of SASE will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government ("TFG") SASE Solution Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer's Agreement. T-Mobile is solely providing Customer with access to the SASE solution, a product of Cloudflare, Inc., a third-party provider ("**Cloudflare**"). Customer's use of the product is subject to acceptance of the Cloudflare terms of use (the "**Third-Party Terms**") in the manner required by Cloudflare. The Third-Party Terms may be updated by Cloudflare at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) ("MRC") and setup charges do not include taxes, fees, or surcharges. T-Mobile does not oversee or establish device or accessory pricing. All prices are set by Cloudflare and are subject to change without notice. Prices and accessories are also subject to inventory availability.
Secure Wi-Fi
Monthly Recurring Charges ("**MRC**") are the monthly fees for the services charged to Customer. MRCs do not include taxes, fees, or applicable surcharges.
Secure Wi-Fi is a product of Mobophiles, Inc. ("Mobophiles"). T-Mobile is not bound by, and does not assume any obligations, commitments or liability under any Mobophiles terms and conditions. T-Mobile does not control and is not responsible or liable for how the Secure Wi-Fi application or Mobophiles transmits, accesses, stores, or uses data. Wi-Fi is not ProServe authorized.
Requirements for Secure Wi-Fi
T-Mobile will send Customer's End Users an SMS message prompting End Users to download the Secure Wi-Fi App via Google Play Store or Apple App Store. By purchasing Secure Wi-Fi, the Customer authorizes this SMS message to its End Users.
Customer authorizes its End Users to accept the Terms and Conditions provided on the device upon activation of the feature. The End User must accept these Terms and Conditions.
Customer authorizes Mobophiles to collect information in accordance with the Terms and Conditions and applicable privacy policies of Mobophiles.
Cradlepoint Terms and Conditions: Customer's use and purchase of the Cradlepoint Service will be subject to, and shall be deemed acceptance by Customer of, the terms of Service and License Agreement, and CradlePoint Privacy Policy found https://cradlepoint.com/about-us/terms-of-service/ and https://cradlepoint.com/privacy-policy/ (the "Cradlepoint Terms"). Customer's use of the Cradlepoint Service is deemed to be acceptance by the Customer of the Cradlepoint Terms. If any hardware or equipment purchased by Customer from T-Mobile includes any software necessary to use the Cradlepoint Service, Customer's use of such software is also governed by the Cradlepoint Terms Agreement and such software is part of the "Cradlepoint Services." The Cradlepoint Terms are solely between Cradlepoint and Customer. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Cradlepoint Terms. T-Mobile does not control and is not responsible or liable for how Cradlepoint transmits, accesses, stores, or uses data.
Connected Laptop: During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. Credit approval, deposit, and $20 SIM activation fee at in-store, 22% device convenience charge for online orders. Taxes and fees; additional orders you already have a tax-inclusive value line. Compatible device may be required for certain features. **Data:** High-speed data on our network up to allotment then max 600kbps speeds. We notify you of approaching-use thresholds via email. See account for usage. **Roaming:** U.S. roaming and on-network data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. **International Roaming:** Up to 5GB high-speed data in select Central European countries; otherwise standard speeds apply. Roaming in 210+ countries and destinations; see www.t-mobile.com/coverage for included destinations and charges. Usage may be taxed in Canada/Mexico, high-speed data up to 5GB, then unlimited at max 128Kbps speeds. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our U.S. network**. Device must register on our network before international use. **Coverage** not available in some areas; we are not responsible for our partners' networks. **Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users. See account for additional information.
Direct Connect (“DC”)
Terms and Conditions: Customer’s use and/or purchase of the T-Mobile Direct Connect solution will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government (“TFG”) Direct Connect Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer’s Agreement. T-Mobile is solely providing Customer with access to the Direct Connect solution, a product of Motorola Solutions, Inc., a third-party provider (“**Motorola**”). Customer’s use of the product is subject to acceptance of the Motorola terms of use (the “**Third-Party Terms**”) in the manner required by Motorola. The Third-Party Terms may be updated by Motorola at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) (“MRC”) and setup charges do not include taxes, fees, or surcharges.
Ironwiki Terms and Conditions: Customer’s use and purchase of the Ironwiki Service will be subject to, and shall be deemed acceptance by Customer of, the terms and conditions of the T-Mobile for Government (“TFG”) Ironwiki Addendum located at https://www.t-mobile.com/business/terms-and-conditions which is hereby incorporated by reference and made a part of Customer’s Agreement. T-Mobile is solely providing Customer with access to the Ironwiki Service, a product of Ironwiki Corporation, a third-party provider (“**Ironwiki**”). Customer’s use of the product is subject to acceptance of Ironwiki’s End User License Agreement (the “**Ironwiki Terms**”) in the manner required by Ironwiki, LLC. The Ironwiki Terms may be updated by Ironwiki, LLC at any time, without notice. Monthly recurring charge is net of all discounts. No other service discounts will apply. Monthly Recurring Charge(s) (“MRC”) and setup charges do not include taxes, fees, or surcharges.
Ironwiki Terms and Conditions: Customer’s use and/or purchase of Ironwiki will

T-Priority Ultimate General Terms: Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data LTE only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. Activation required to deliver video streams at speeds that provide up to **4K UHD video** capability; some content providers may not stream their services in UHD. May affect speed of video downloads; does not apply to video uploads. **Tethering:** After plan allotment of high-speed data then unlimited on our network at max 3G speed. For the small fraction of customers using >50GB/mo., primary data usage must be on device. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. **Int'l Roaming:** Calls, including over Wi-Fi, are $.25/min. (no charge for Wi-Fi calls to US, Mexico, and Canada). In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 256kbps. In 215+ countries and destinations, up to 5GB high-speed data, then unlimited at up to 256 Kbps. Video typically streams at up to 2.5 Mbps (SD), where available. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks.

T-Priority Advanced General Terms. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data LTE only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. Activation required to deliver video streams at speeds that provide up to **HD video** capability; some content providers may not stream their services in HD. May affect speed of video downloads; does not apply to video uploads. **Tethering:** After plan allotment of high-speed data then unlimited on our networks at max 3G speed. For the small fraction of customers using >50GB/mo., primary data usage must be on device. Smartphone usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones. **Int'l Roaming:** Calls, including over Wi-Fi, are $.25/min. (no charge for Wi-Fi calls to US, Mexico and Canada). In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128Kbps. Up to 5GB high-speed data in select Central European countries; otherwise, standard speeds approx. 256 Kbps. Video typically streams at up to 2.5 Mbps (SD), where available. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks.
T-Priority Tablet Unlimited 5GB Hotspot for Tablets includes unlimited texting and 80 LTE data on our advanced network with no annual service contracts or data overages. You also get 5GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter), as well as texting and up to 5GB of 60 LTE data in Mexico and Canada. Plus, you get unlimited international texting, and up to 5GB of high-speed data in Austria, Croatia, Czech Republic, Germany, Hungary, Poland, Slovakia, Macedonia, Montenegro, Romania, and Greece, along with unlimited data up to 256kbps speeds in 215+ countries and destinations all at no extra charge. Video typically streams on tablet in SD quality (480p) unless you enable HD Video (1080p). Coverage not available in some areas.
T-Priority Tablet Unlimited for Tablets you get the great benefits of Government First: Responder Unlimited for Tablets Plus, you get unlimited international texting, and up to 5GB of high-speed data in 215+ countries and destinations, then unlimited data up to 256kbps speeds. Video typically streams on tablet in SD quality (480p) unless you enable HD Video (1080p). Coverage not available in some areas.
T-Priority Government Internet for Mobile Routers includes unlimited data and domestic roaming on our 60 LTE & 5G network with no overages. Security and productivity filtering blocks select content. See Sales Rep or T-Mobile.com/filtering for content filtering options and details. Coverage not available in some areas.
T-Priority Government Unlimited Plus for Laptops includes unlimited international texting, and up to 5GB of high-speed data in 215+ countries and destinations, then unlimited data up to 256kbps speeds. Video typically streams on device in SD quality (480p) unless you enable HD Video (1080p). Coverage not available in some areas.

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.
Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.
Int'l Roaming: Calls, including over Wi-Fi, are $.25/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Simple Global countries over Wi-Fi are $.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus, with Plus approx. 256 Kbps. See http://www.t-mobile.com/optional-services/roaming.html for included countries and destinations. The list is subject to change at T-Mobile's discretion.
Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on T-Mobile's U.S. network.
Simple Choice North America General Terms: Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through billcycle. Certain uses, e.g., some speed-test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.
Data Stash: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.
Network Management. Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/Openinternet for data-management details.

Monthly Regulatory Programs (MPF) & Telco Recovery Fee (TRF)
Monthly Regulatory Programs (MPF) & Telco Recovery Fee (TRF) For applicable plans:
Voice: Monthly Regulatory Programs (MPF) & Telco Recovery Fee (TRF) totaling $4.49 per voice line ($0.50 for MPF & $3.99 for TRF) currently applies and are subject to change upon notice. The form of T-Mobile's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address T-Mobile uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.
Data: Monthly Regulatory Programs (MPF) & Telco Recovery Fee (TRF) totaling $2.33 per data only line ($0.12 for MPF and $2.98 for TRF) currently applies and are subject to change upon notice. The form of T-Mobile's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address T-Mobile uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

data network??	throttles after how much monthly usage	Plan or Feature Rules & Restrictions	Available to new Users Currently
High-speed	10GB	•Unlimited data. Speeds slow at 10GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 10GB allotment. •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
5G/4G LTE	10GB	Unlimited data with 10 GB high-speed Smartphone Mobile Hotspot. Speeds slow at 10 GB allotment. Domestic data roaming	Yes
5G/4G LTE	2GB	Speeds slow at 2GB	Yes
5G/4G LTE	2GB	•Unlimited data with 2 GB high-speed •Smartphone Mobile Hotspot. Speeds slow at GB allotment •Domestic data roaming	Yes
5G/4G LTE	6GB	Speeds slow at 6GB	Yes
High-speed	6GB	•Unlimited data. Speeds slow at 6GB allotment. •Smartphone Mobile Hotspot. Speeds slow at 6GB allotment. •Binge On optimized video •Domestic data roaming •Music Freedom •For Smartphone and BB10 devices only.	Yes
5G/4G LTE	6GB	Unlimited data with 6 GB high-speed Smartphone Mobile Hotspot. Speeds slow at GB allotment Domestic data roaming	Yes
N/A	N/A	This feature gives T-Mobile for Business customers a simple way to protect their phone. In partnership with Asurant, T-Mobile for Business provides basic repair and replacement services on handsets. Feature must be added within 30 days of activation. For lines 1-49	Yes
N/A	N/A	This feature gives T-Mobile for Business customers a simple way to protect their phone. In partnership with Asurant, T-Mobile for Business provides basic repair and replacement services on handsets. Feature must be added within 30 days of activation. For lines 50-199	Yes
N/A	N/A	This feature gives T-Mobile for Business customers a simple way to protect their phone. In partnership with Asurant, T-Mobile for Business provides basic repair and replacement services on handsets. Feature must be added within 30 days of activation. Tier pricing for 200-299 lines	Yes
N/A	N/A	This feature gives T-Mobile for Business customers a simple way to protect their phone. In partnership with Asurant, T-Mobile for Business provides basic repair and replacement services on handsets. Feature must be added within 30 days of activation. Tier pricing for lines 300+	Yes
N/A	N/A	This feature gives T-Mobile for Business customers a simple way to protect their tablets. In partnership with Asurant, T-Mobile for Business provides basic repair and replacement services on tablets. Feature must be added within 30 days of activation. For lines 1-49	Yes
N/A	N/A	This feature gives T-Mobile for Business customers a simple way to protect their tablets. In partnership with Asurant, T-Mobile for Business provides basic repair and replacement services on tablets. Feature must be added within 30 days of activation. Tier pricing for 50-199 lines	Yes
N/A	N/A	This feature gives T-Mobile for Business customers a simple way to protect their tablets. In partnership with Asurant, T-Mobile for Business provides basic repair and replacement services on tablets. Feature must be added within 30 days of activation. Tier pricing for 200-499 lines	Yes
N/A	N/A	This feature gives T-Mobile for Business customers a simple way to protect their tablets. In partnership with Asurant, T-Mobile for Business provides basic repair and replacement services on tablets. Feature must be added within 30 days of activation. Tier pricing for lines 500+	Yes
5G/4G LTE	N/A	One Office: up to 5 departments. Includes: AI Meetings that has one-click video conferencing and live AI transcription	Yes
5G/4G LTE	N/A	Up to 10 offices: up to 20 departments. Includes AI Meetings. Includes all standard features plus SalesForce/Slack integrations and more, customer-API-hours-routing and API & webhooks. Requires a 24-month minimum commitment for 250+ lines.	Yes
5G/4G LTE	N/A	Unlimited offices. Unlimited departments, includes AI Meetings. Includes all of the value of the Pro plan plus 100% uptime, dial by extension, integrations with leading PBX providers (Okta, Onelogin), Azure AD SSO integration and data retention policies. Requires a 24-month minimum commitment for 500+ lines.	Yes
5G/4G LTE	N/A	Adds additional number to shared lines	Yes
5G/4G LTE	N/A	Includes 3000 pages of faxes per month Each additional page is in addition to the MMRP ($.10 per page US-Sa)	Yes
5G/4G LTE	N/A	Charges a per-minute fee for inbound calls to Toll Free Numbers that is in addition to the MMRP ($.02 per minute) Per Minute Fee is subject to change	Yes
5G/4G LTE	N/A	Adds a room line	Yes
5G/4G LTE	N/A	Contact Center Main Line Number, Unlimited Queues, Enterprise Customer SLA Per Minute Fee is subject to change	Yes
5G/4G LTE	N/A	Contact Center Main Line Number, Up to 25 Queues, Analytics and Reporting Per Minute Fee is subject to change	Yes
5G/4G LTE	N/A	Provides an AI-powered outbound communications solution that helps reps learn from customer insights and build meaningful relationships. API Access for Analytics, Enterprise Customer SLA Per Minute Fee is subject to change	Yes
5G/4G LTE	N/A	Provides an AI-powered outbound communications solution that helps reps learn from customer insights and build meaningful relationships. Coaching Groups, Voicemail Drop, Dedicated Direct Inward Dialing Per Minute Fee is subject to change	Yes
5G/4G LTE	N/A	Numbers held but Not used	Yes
5G/4G LTE	N/A	Automatically detects Customer Satisfaction (CSAT) scores from every customer interaction instead of relying on a handful of customers to complete traditional, post-call surveys. Available for AI Sales & AI Contact Center only. Quantity must match the number of purchased licenses.	Yes
5G/4G LTE	N/A	Custom and Templated Quality Assurance removes the manual legwork and ensures Sales Center calls are graded with an objective and actionable grading criteria. Available for AI Sales & AI Contact Center only. Quantity must match the number of purchased licenses.	Yes
5G/4G LTE	N/A	Enables omnichannel customer engagements - Choose 1 popular digital channel such as web chat, SMS, Facebook, Instagram, Twitter, and WhatsApp. Requires Professional Services from Dialpad to onboard. Available for AI Sales & AI Contact Center only. Quantity must match the number of purchased licenses.	Yes
5G/4G LTE	N/A	Enables omnichannel customer engagements - Add all popular digital channels like web chat, SMS, Facebook, Instagram, Twitter, and WhatsApp. Requires Professional Services from Dialpad to onboard. Available for AI Sales & AI Contact Center only. Quantity must match the number of purchased licenses.	Yes
5G/4G LTE	N/A	Managers can monitor direct calls that their team members are on. Available for AI Voice only. Quantity must match the number of purchased licenses.	Yes
5G/4G LTE	N/A	Provides the power of a full-featured business intelligence tool directly on top of the Dialpad data.	Yes
5G/4G LTE	N/A	Offers unlimited international calling with expansive coverage, spanning over 60 countries and territories. Unlimited Domestic Calling Add-ons have a fair usage policy — the Global Unlimited Calling Add-on provides 6000 minutes per month, per license. Additional minutes will be paid via Calling Credits. Quantity must match the number of purchased licenses.	Yes
5G/4G LTE	N/A	Helps admins manage predictable costs for inbound / outbound sales or contact center per-minute charges with unlimited minutes. Dialpad does have a fair usage policy — the Unlimited Domestic Calling Add-on provides 6000 minutes per month, per license. Additional minutes will be paid via Calling Credits. Quantity must match the number of purchased licenses.	Yes
5G/4G LTE	N/A	Sales teams can leverage a bundle of area codes that match up with their territories throughout the US automatically. Requires 1 license for an office, not per account. May not be combined with Local Presence: Top 100 Metro Area	Yes
5G/4G LTE	N/A	Covers around 80% of the US population, focusing on the top 100 metro areas for localized communication strategies. Requires 1 license for an office, not per account. May not be combined with Local Presence: Top 100 Metro Area	Yes
5G/4G LTE	N/A	Required for all customers	Yes
5G/4G LTE	N/A	Required for all customers that required high-volume SMS campaigns Businesses sending more than 2,000 messages per day to T-Mobile subscribers	Yes
5G/4G LTE	N/A	Required for all customers	Yes
5G/4G LTE	N/A	For customers who only send high volume conversational type text messages or a high volume of varying types of messages	Yes
5G/4G LTE	N/A	For customers who only send low volume conversational type text messages or a low volume of varying types of messages	Yes
5G/4G LTE	N/A	For customers who only send high volume conversational type text messages or a high volume of varying types of messages	Yes
5G/4G LTE	N/A	Customers will only see this charge on their invoice if they select this as their sale use case during the registration process.	Yes
5G/4G LTE	N/A	For customers sending Public Services Announcements Agents and Franchises	Yes
5G/4G LTE	N/A	For customers using for Charity messages	Yes
5G/4G LTE	N/A	For customers using for Emergency messages	Yes
5G/4G LTE	N/A	Registered User Per Message Rates 250 outbound msgs included per license	Yes
5G/4G LTE	N/A	Unregistered User Per Message Rates	Yes
5G/4G LTE	N/A	Registered User Per Message Rates	Yes
5G/4G LTE	N/A	Unregistered User Per Message Rates	Yes
5G/4G LTE	N/A	Registered User Per Message Rates	Yes
5G/4G LTE	N/A	Unregistered User Per Message Rates	Yes
5G/4G LTE	N/A	Registered User Per Message Rates	Yes

50/60 LTE	N/A	Unregistered User Per Message Rates	Yes
N/A	N/A	Optional content filtering feature for Empowered Lines. Empowered application required from qualified educational institutions. Subject to review and approval.	Yes
50/60 LTE	15GB	Unlimited Data with 15GB Hotspot feature for Government Unlimited For Phones	Yes
50/60 LTE	25GB	Unlimited Data with 25GB Hotspot feature for Government Unlimited For Phones	Yes
50/60 LTE	45GB	Unlimited Data with 45GB Hotspot feature for Government Unlimited For Phones	Yes
50/60 LTE	65GB	Unlimited Data with 65GB Hotspot feature for Government Unlimited For Phones	Yes
N/A	N/A	Mobile Hotspot feature for Government Unlimited for Phones Subsidy version 3.0 plans or Government Unlimited plans	Yes
N/A	N/A	No Data Feature for Government Unlimited for Phones Subsidy version 1.0 and 2.0	Yes
See rules & restrictions	See rules & restrictions	•Unlimited 4G LTE device data •15GB 4G LTE Smartphone Mobile Hotspot (4G speeds after that) •Unlimited HD video streaming (must be activated via T-Mobile app or My T-Mobile) •2X faster Data, texting, and low flat-rate calling abroad data roaming (up to 256Kbps) •Unlimited domestic data roaming •ONE Plus Voice also includes the following: •Begin-n-flight (unlimited flights/sessions) •Name ID •Voicemail to Text	Yes
N/A	N/A	•Choice of myJett-built forms or modules •One Administrative User •In-Application Messaging •Mobile Timekeeping •Clock workers In and Timestamp for all Mobile Timekeeping events •Create groups and assign mobile users to them •Request on-demand and schedule reports •Ad Hoc report capabilities on Timekeeping data •In-application file importing	Yes
N/A	N/A	Includes all Classic functionality plus: •Choice of five hundred pre-built forms or modules •Two Administrative Users •Unlimited Wireless Forms •Unlimited Offline Submissions •Industry specific form library of pre-built forms •Large selection of standard form field types (Text, Number, Date/Time, Selection, etc.) •Camera, Signature, and Audio Recording capabilities •Calculation Engine for numerical and date/time formulas •Custom List/Reference Data fields to look up and populate data based on selection •Filtering capabilities available on Custom List/Reference Data fields •Unlimited Custom List/Reference Data •Ad Hoc report capabilities for Wireless Forms	Yes
N/A	N/A	Includes all Essentials functionality plus: •Three Administrative Users •Create Work Order Module •Store Client details for ease of data entry. Pre-populate common information like address, contact, email, phone number based on the selected client •Create and store additional custom properties for clients •Customize Work Order Versions and Status Workflows •Customize data capture requirements for each step in the order process •Order view to see current status of all open orders •Drag and drop dispatching to assign orders to users •Calendar view to see all users' assigned work orders and availability •Driving directions on the driver's mobile application	Yes
N/A	N/A	Vault gives organizations extra measures in place to further enhance data security for compliance with privacy requirements and industry regulations. Vault has data encryption at rest and in transit, enhanced physical security, proactive 24/7 system monitoring plus available staff compliance training.	Yes
N/A	N/A	•Track workers on Mobile Devices in near real-time •Position updates every minute while moving, every hour while stopped •Create Polygon or Circle geofences for violation alerts and reporting •Multiple Alerting Options (Speed, Stop Time, Geofences) •Mileage and Travel Time Reports •Integrate with your business systems	Yes
N/A	N/A	This Product is a separate offering that is dedicated to the Federal Government and those Governmental Agencies who require FedRAMP Authorization. This Product is hosted on a separate, dedicated Microsoft Azure Government Cloud. All Features and Functionality available on the Encore Platform are inherently included in the Workforce Manager for Gov Product. The Product meets all the stringent data security requirements for both StateRAMP and FedRAMP Authorization.	Yes
N/A	N/A	•Unlimited messaging •Data, texting, and low flat-rate calling abroad •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment	Yes
N/A	N/A	•Unlimited messaging •Data, texting, and low flat-rate calling abroad •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10/hybrid RAN Discount	Yes
N/A	N/A	•Unlimited messaging •Data, texting, and low flat-rate calling abroad •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10/hybrid RAN Discount	Yes
N/A	N/A	•Unlimited messaging •Data, texting, and low flat-rate calling abroad •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10/hybrid RAN Discount	Yes
N/A	N/A	•Unlimited messaging •Data, texting, and low flat-rate calling abroad •Mobile Without Borders •Stateside International Unlimited Texting •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Limited Domestic data roaming •Music Freedom (on any line participating in the data pool) •Business Customer Service •$5 per GB additional for data over their pool allotment •$10/hybrid RAN Discount	Yes
N/A	N/A	Web Content Filtering for Business & Government	Yes
N/A	N/A	•Unlimited talk, text, and high-speed data •Additional benefits include 42GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. •Unlimited texting and data at up to 128kbps when traveling abroad to a Data, texting, and low flat-rate calling abroad country. •Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. •Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. •Not Subject to the prioritization threshold •Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS-enrollment •Not Subject to the flat usage prioritization threshold •Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS-enrollment.	Yes
N/A	N/A	Unlimited talk, text, & 10 LTE data Unlimited domestic roaming Not subject to the flat usage prioritization threshold 200GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Unlimited HD streaming passes (must be activated) Unlimited Stateside International Texting Data, texting, and low flat-rate calling abroad Unlimited 2G data at 2x speeds in 210+ destinations (up to 256kbps) Mobile Without Borders Unlimited Gogo Inflight Wi-Fi (unlimited flights/sessions) Name ID & YTT Require: OVFRULOT SOC for Connecting Heroes Government First Responder Plus Data 50 $15 plan is tax exclusive. Customers are billed standard taxes and fees per line on their monthly invoice based on their billing address. Customer must request approval for WPS service at https://www.dhs.gov/requesting-gets-and-wps This is a single-line rate plan and can't be on a BAN with regular family/pooling plans. No minimum line requirement. Not subject to the flat usage prioritization threshold. Subscriber must be qualified Fire, Police, or EMS	Yes
N/A	N/A	•Unlimited talk, text, and high-speed data •Additional benefits include 21GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. •Unlimited texting and data at up to 128kbps when traveling abroad to a Data, texting, and low flat-rate calling abroad country. •Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. •Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. •Not Subject to the prioritization threshold •Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS-enrollment.	Yes
N/A	N/A	•Unlimited talk, text, and high-speed data. •Additional benefits include 105GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. •Unlimited texting and data at up to 128kbps when traveling abroad to a Data, texting, and low flat-rate calling abroad country. •Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. •Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. •Not Subject to the prioritization threshold •Priority Access and Preemption for WPS-enrolled first responders, plus automated WPS-enrollment • T-Satellite service included on eligible plans and devices	Yes
N/A	N/A	• Connecting Heroes Ultimate Unlimited Hotspot Data feature upgrades the Ultimate plan to unlimited high-speed smartphone mobile hotspot data.	Yes

N/A	N/A	Unlimited talk, text, & 4G LTE data Unlimited domestic roaming Not subject to the 5er usage prioritization threshold Optimized video streaming at 480p 50GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Mobile Without Borders - 12Mbps Requires: ONPREMIA 50C for Included Data 5P. Unlimited Mobile Hotspot Included for any open EPs. No minimum line requirement. Not subject to the 5er usage prioritization threshold. EPP is Not included with this plan, but the feature is compatible - customer must request approval for 4EPS service at https://www.dhs.gov/requesting-gets-and-waiv This is a single-line rate plan and can't be on a BAN with regular family/pooling plans. No minimum line requirement. Not subject to the 5er usage prioritization threshold. Subscriber must be enrolled in Auto Pay.	Yes
N/A	N/A	• Available for existing customers on 5G Connecting Heroes plan only. • Unlimited talk, text, and data within our network with no overages. • 15GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. • T-Satellite coverage for areas without cell service, connecting you with texting and select satellite-optimized apps in most outdoor areas in the U.S. where you can see the sky (compatible device required). • Satellite service, including text to 911, may be delayed, limited, or unavailable. • Unlimited talk, text, and up to 50GB of 4G LTE data in Mexico and Canada, then data at speeds up to 128Kbps. • Video typically streams on smartphone/tablet at DVD quality (480p) unless you add an HD Day Pass. • Additional international features available for purchase. • Coverage not available in some areas, or ENR.	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	First Responders Only Plan 1.0 is a single line rate plan and cannot be combined with regular family/pooling plans. See additional T&Cs in footnotes.	Yes
N/A	N/A	First Responders Only Plan 1.0 is a multi line rate plan limited to the Advantage Flex Pooled Price Plans 1 - 3 and cannot be combined with other regular family/pooling plans. See additional T&Cs in footnotes.	Yes
N/A	N/A	First Responders Only Plan 1.0 is a multi line rate plan limited to the Advantage Flex Pooled Price Plans 1 - 3 and cannot be combined with other regular family/pooling plans. See additional T&Cs in footnotes.	Yes
N/A	N/A	First Responders Only Plan 1.0 is a multi line rate plan limited to the Advantage Flex Pooled Price Plans 1 - 3 and cannot be combined with other regular family/pooling plans. See additional T&Cs in footnotes.	Yes
N/A	N/A	First Responders Only Plan 1.0 is a multi line rate plan limited to the Advantage Flex Pooled Price Plans 1 - 3 and cannot be combined with other regular family/pooling plans. See additional T&Cs in footnotes.	Yes
N/A	N/A	*Plan is restricted to Smart Street Lighting only and must be on an Essentials account, Data usage billed at the 4B level, No activation fees. Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan is restricted to Smart Street Lighting only and must be on an Essentials account, Data usage billed at the 4B level, No activation fees. Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 5B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 4B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 5B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 4B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 5B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 4B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 5B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 4B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 5B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	*Plan must be on an Advantage Flex Pooled Plan account, Data usage billed at the 4B level, No activation fees, Additional pricing is required for items not listed above such as: MMA, Advanced Onboarding, Static IPVs.	Yes
N/A	N/A	For T-Satellite-enabled Rate Plans, T-Mobile will make T-Satellite available to Customer in the limited context of the Purpose of Customer's use case and on the Rate Plans specifically labeled for T-Satellite subject to the terms and conditions of the IoT Services Addendum and IoT Services Annex located at https://www.t-mobile.com/business/terms-and-conditions. T-Satellite is available for use with IoT devices subject to pre-certification and approval for T-Satellite access by T-Mobile. Customer will work with its Government Account Representative to submit its detailed use case and desired hardware for T-Mobile review and approval. Devices may be subject to additional development work prior to becoming T-Satellite approved and certified.	Yes
N/A	N/A	For T-Satellite-enabled Rate Plans, T-Mobile will make T-Satellite available to Customer in the limited context of the Purpose of Customer's use case and on the Rate Plans specifically labeled for T-Satellite subject to the terms and conditions of the IoT Services Addendum and IoT Services Annex located at https://www.t-mobile.com/business/terms-and-conditions. T-Satellite is available for use with IoT devices subject to pre-certification and approval for T-Satellite access by T-Mobile. Customer will work with its Government Account Representative to submit its detailed use case and desired hardware for T-Mobile review and approval. Devices may be subject to additional development work prior to becoming T-Satellite approved and certified.	Yes
N/A	N/A	For T-Satellite-enabled Rate Plans, T-Mobile will make T-Satellite available to Customer in the limited context of the Purpose of Customer's use case and on the Rate Plans specifically labeled for T-Satellite subject to the terms and conditions of the IoT Services Addendum and IoT Services Annex located at https://www.t-mobile.com/business/terms-and-conditions. T-Satellite is available for use with IoT devices subject to pre-certification and approval for T-Satellite access by T-Mobile. Customer will work with its Government Account Representative to submit its detailed use case and desired hardware for T-Mobile review and approval. Devices may be subject to additional development work prior to becoming T-Satellite approved and certified.	Yes
N/A	N/A	For T-Satellite-enabled Rate Plans, T-Mobile will make T-Satellite available to Customer in the limited context of the Purpose of Customer's use case and on the Rate Plans specifically labeled for T-Satellite subject to the terms and conditions of the IoT Services Addendum and IoT Services Annex located at https://www.t-mobile.com/business/terms-and-conditions. T-Satellite is available for use with IoT devices subject to pre-certification and approval for T-Satellite access by T-Mobile. Customer will work with its Government Account Representative to submit its detailed use case and desired hardware for T-Mobile review and approval. Devices may be subject to additional development work prior to becoming T-Satellite approved and certified.	Yes
N/A	N/A	Plans 18 and 19 are multi-line rate plans limited to the Advantage Flex Pooled Price Plans 1 - 3 detailed above and cannot be combined with other regular family/pooling plans. - Customer may only suspend service for up to 90 days each calendar year, per line. - Any applicable minimum service term associated with an order placement for a Subsidized Device purchase shall apply. Plans 24, 17, 18 & 19 will be created under an Advantage Account Type. - Monthly recurring charge is net of all discounts. No other service discounts will apply. - Plans 13 - 19 data limits may apply should the Customer exceed data use beyond the Purpose of Customer's agreed upon use case applicable to this Addendum as agreed to by Customer and T-Mobile. As such, T-Mobile may implement reasonable network management in which its service may be slowed, suspended, terminated, or	Yes
N/A	N/A	Plans 18 and 19 are multi-line rate plans limited to the Advantage Flex Pooled Price Plans 1 - 3 detailed above and cannot be combined with other regular family/pooling plans. - Customer may only suspend service for up to 90 days each calendar year, per line. - Any applicable minimum service term associated with an order placement for a Subsidized Device purchase shall apply. Plans 24, 17, 18 & 19 will be created under an Advantage Account Type. - Monthly recurring charge is net of all discounts. No other service discounts will apply. - Plans 13 - 19 data limits may apply should the Customer exceed data use beyond the Purpose of Customer's agreed upon use case applicable to this Addendum as agreed to by Customer and T-Mobile. As such, T-Mobile may implement reasonable network management in which its service may be slowed, suspended, terminated, or	Yes

N/A	N/A	Plans 18 and 19 are multi-line rate plans limited to the Advantage Flex Pooled Price Plans 1 - 3 detailed above and cannot be combined with other regular family/pooling plans. • Customer may only suspend service for up to 90 days each calendar year, per line. • Any applicable minimum service term associated with an order placement for a Subsidized Device purchase shall apply. Plans 14, 17, 18 & 19 will be created under an Advantage Account Type. • Monthly recurring charge is net of all discounts. No other service discounts will apply. • Plans 13 - 19 data limits may apply should the Customer exceed data use beyond the Purpose of Customer's agreed upon use case applicable to this Addendum as agreed to by Customer and T-Mobile. As such, T-Mobile may implement reasonable network management in which its service may be slowed, suspended, terminated, or	Yes
N/A	N/A	Plans 18 and 19 are multi-line rate plans limited to the Advantage Flex Pooled Price Plans 1 - 3 detailed above and cannot be combined with other regular family/pooling plans. • Customer may only suspend service for up to 90 days each calendar year, per line. • Any applicable minimum service term associated with an order placement for a Subsidized Device purchase shall apply. Plans 14, 17, 18 & 19 will be created under an Advantage Account Type. • Monthly recurring charge is net of all discounts. No other service discounts will apply. • Plans 13 - 19 data limits may apply should the Customer exceed data use beyond the Purpose of Customer's agreed upon use case applicable to this Addendum as agreed to by Customer and T-Mobile. As such, T-Mobile may implement reasonable network management in which its service may be slowed, suspended, terminated, or	Yes
N/A	N/A	Plans 18 and 19 are multi-line rate plans limited to the Advantage Flex Pooled Price Plans 1 - 3 detailed above and cannot be combined with other regular family/pooling plans. • Customer may only suspend service for up to 90 days each calendar year, per line. • Any applicable minimum service term associated with an order placement for a Subsidized Device purchase shall apply. Plans 14, 17, 18 & 19 will be created under an Advantage Account Type. • Monthly recurring charge is net of all discounts. No other service discounts will apply. • Plans 13 - 19 data limits may apply should the Customer exceed data use beyond the Purpose of Customer's agreed upon use case applicable to this Addendum as agreed to by Customer and T-Mobile. As such, T-Mobile may implement reasonable network management in which its service may be slowed, suspended, terminated, or	Yes
N/A	N/A	Plans 18 and 19 are multi-line rate plans limited to the Advantage Flex Pooled Price Plans 1 - 3 detailed above and cannot be combined with other regular family/pooling plans. • Customer may only suspend service for up to 90 days each calendar year, per line. • Any applicable minimum service term associated with an order placement for a Subsidized Device purchase shall apply. Plans 14, 17, 18 & 19 will be created under an Advantage Account Type. • Monthly recurring charge is net of all discounts. No other service discounts will apply. • Plans 13 - 19 data limits may apply should the Customer exceed data use beyond the Purpose of Customer's agreed upon use case applicable to this Addendum as agreed to by Customer and T-Mobile. As such, T-Mobile may implement reasonable network management in which its service may be slowed, suspended, terminated, or	Yes
N/A	N/A	Plans 20-24 can be created under an Essential or Advantage Account	Yes
N/A	N/A	Plans 20-24 can be created under an Essential or Advantage Account	Yes
N/A	N/A	Plans 20-24 can be created under an Essential or Advantage Account	Yes
N/A	N/A	Plans 20-24 can be created under an Essential or Advantage Account	Yes
N/A	N/A	Plans 20-24 can be created under an Essential or Advantage Account	Yes
N/A	N/A	•With this you can pair your primary T-Mobile phone number with an Apple Watch wearable with unlimited data (high speed) and get all your calls and text on both devices. •Great option for SIM-troubled wearables or as a second-extension of your primary phone. •For use with Apple Watch series 3 and above.	Yes
N/A	N/A	•This can pair your primary T-Mobile phone number with an Apple Watch wearable with unlimited data on our network with up to 100MB of high-speed data. •Get calls and text on both devices. •Great option for SIM-troubled wearables or as a second-extension of your primary phone. •For use with Apple Watch series 3 and above.	Yes
N/A	N/A	•With this you can pair your primary T-Mobile phone number with a wearable with unlimited data (4/4Mbps) and get all your calls and text on both devices. Great option for SIM-troubled wearables or as a second extension of your primary phone. •Not for use with Apple Watch.	Yes
N/A	N/A	•This can pair your primary T-Mobile phone number with a wearable with Unlimited Data on our network with up to 100MB of high-speed data. •Get calls and text on both devices. •Great option for SIM-troubled wearables or as a second-extension of your primary phone. •Not for use with Apple Watch.	Yes
N/A	N/A	Line requirement 21-100	Yes
N/A	N/A	Line requirement 101-500	Yes
N/A	N/A	Line requirement 500+	Yes
N/A	N/A	Business Static IPV4 for Southeast Region. For use with Voice lines	Yes
N/A	N/A	Business Static IPV4 for Southeast Region. For use with Mobile Internet lines	Yes
N/A	N/A	Business Static IPV4 for Southwest Region. For use with Voice lines	Yes
N/A	N/A	Business Static IPV4 for Southwest Region. For use with Mobile Internet lines	Yes
N/A	N/A	Business Static IPV4 for Lower Midwest Region. For use with Voice lines	Yes
N/A	N/A	Business Static IPV4 for Lower Midwest Region. For use with Mobile Internet lines	Yes
N/A	N/A	Business Static IPV4 for Upper Midwest Region. For use with Voice lines	Yes
N/A	N/A	Business Static IPV4 for Upper Midwest Region. For use with Mobile Internet lines	Yes
N/A	N/A	Business Static IPV4 for Northeast Region. For use with Voice lines	Yes
N/A	N/A	Business Static IPV4 for Northeast Region. For use with Mobile Internet lines	Yes
N/A	N/A	Business Static IPV4 for Upper Northeast Region. For use with Voice lines	Yes
N/A	N/A	Business Static IPV4 for Upper Northeast Region. For use with Mobile Internet lines	Yes
N/A	5 GB	•International feature that includes access to email, online documents, messages, maps, videos, and voicemail. •Unlimited high-speed data for your mobile device in 215+ countries or destinations; •Unlimited high-speed data for your mobile device •Unlimited calling to and from your mobile device •Unlimited messaging to and from your mobile device. •5 GB of high-speed tethering. •Speeds may vary by country. •200+ lines minimum on account. Approval required.	Yes
N/A	5 GB	•International feature that includes access to email, online documents, messages, maps, videos, and voicemail. •Unlimited high-speed data for your mobile device in 215+ countries or destinations; •Unlimited high-speed data for your mobile device •Unlimited calling to and from your mobile device •Unlimited messaging to and from your mobile device. •5 GB of high-speed tethering. •Speeds may vary by country. •200+ lines minimum on account. Approval required.	Yes
N/A	15 GB	•International feature that includes access to email, online documents, messages, maps, videos, and voicemail. •Unlimited high-speed data for your mobile device in 215+ countries or destinations; •Unlimited high-speed data for your mobile device •Unlimited calling to and from your mobile device •Unlimited messaging to and from your mobile device. •15 GB of high-speed tethering. •Speeds may vary by country. •200+ lines minimum on account. Approval required.	Yes
N/A	15 GB	•International feature that includes access to email, online documents, messages, maps, videos, and voicemail. •Unlimited high-speed data for your mobile device in 215+ countries or destinations; •Unlimited high-speed data for your mobile device •Unlimited calling to and from your mobile device •Unlimited messaging to and from your mobile device. •15 GB of high-speed tethering. •Speeds may vary by country. •200+ lines minimum on account. Approval required.	Yes
NA	NA	•Up to 2GB of high-speed international data, this data can also be used as a Mobile Hotspot Note: Once you use all your high-speed data, you will continue to have unlimited data for the full 24 hours but may experience slower data speeds. If you use all your high-speed data and purchase a NEW pass before the expiration of the first one, your second pass will begin immediately. Your original pass and any remaining benefits will expire when you activate the new pass. No more than two of the same pass or ten international data passes can be active at a time at the same time. Speeds & coverage vary based on device and country.	Yes
NA	NA	For up to 24 hours in 215+ destinations, you get: •Up to 2GB of high-speed international data, this data can also be used as a Mobile Hotspot. •Unlimited calling. Note: Once you use all your high-speed data, you will continue to have unlimited calling and data for the full 24 hours but may experience slower data speeds. If you use all your high-speed data and purchase a NEW pass before the expiration of the first one, your second pass will begin immediately. Your original pass and any remaining benefits will expire when you activate the new pass. No more than two of the same pass or ten international data passes can be active at a time at the same time. Speeds & coverage vary based on device and country. Qualifying plan required.	Yes
N/A	N/A	•24 hours of increased international features, with up to 512MB of high-speed data plus Smartphone Mobile Hotspot and unlimited calling in more than 210 Data, texting, and low flat-rate calling abroad countries. •Speeds & coverage vary based on device and country. •If all high-speed data is used during the 24-hour period, you will experience slower data speeds but continue to have unlimited calling for the rest of the day. •Authorized users may purchase 10 passes per line to use within 90 days. •Once high-speed data is used on the first pass, the second pass will begin, and the 24-hour period will restart.	No

N/A	5 GB	•Up to 5GB of high-speed data, including Mobile Hotspot, PLUS unlimited calling for up to 10 days in over 210 Data, texting, and low flat-rate calling abroad countries. •Speeds & coverage vary based on device and country. •Once all high-speed data is used, unlimited calling and data will continue for the full 10-days but you may experience slower data speeds. •If all high-speed data is used, and a NEW pass is purchased before the expiration of the first one, the second pass will begin immediately. The original pass and any remaining benefits will expire when the new pass activates is activated.	Yes
N/A	15 GB	•Up to 15GB of high-speed data, including Mobile Hotspot, PLUS unlimited calling for up to 30 days in over 210 destinations. •Speeds & coverage vary based on device and country. •Once all high-speed data is used, unlimited calling and data will continue for the full 30-days but you may experience slower data speeds. •If all high-speed data is used, and a NEW pass is purchased before the expiration of the first one, the second pass will begin immediately. The original pass and any remaining benefits will expire when the new pass activates is activated.	Yes
N/A	5 GB	•Includes 24 hours of up to 5GB high-speed data plus Smartphone Mobile Hotspot and unlimited calling in more than 210+ countries and destinations. •If all high-speed data is used during the 24 hour period, slower data speeds are experienced but will continue to have unlimited calling for the rest of the period.	Yes
N/A	2 GB	•Includes 24 hours of up to 2GB high-speed data in more than 210+ countries and destinations. •If all high-speed data is used during the 24 hour period, slower data speeds are experienced but will continue to have unlimited calling for the rest of the period.	Yes
N/A	25GB	25GB high-speed data while roaming in Canada, Mexico, or International Roaming countries. Data bucket includes Smartphone Mobile Hotspot usage. (Limited rate plan compatibility)	Yes
N/A	80GB	80GB high-speed data while roaming in Canada, Mexico, or International Roaming countries. Data bucket includes Smartphone Mobile Hotspot usage. (Limited rate plan compatibility)	Yes
N/A	50GB	50GB high-speed data while roaming in International Roaming countries (including Canada and Mexico). Data bucket includes Mobile Hotspot usage.	Yes
N/A	100GB	100GB high-speed data while roaming in International Roaming countries (including Canada and Mexico). Data bucket includes Mobile Hotspot usage.	Yes
N/A	N/A	Push-to-talk plus cellular and Wi-Fi voice and other capable connectivity. Fastest call setup and best voice quality. Instant secure PTT voice and group text communications. Live and historical (breadcrumb) location tracking. In-call preemption and priority based call override. Late join and re-join on group calls. Presence for groups and individual contacts. Complete user account management through the handset or on the web. Contact List Size: 995 Users Maximum Group Sizes: Personal Group: 250 Member Group: 250 Open Group: 250 Closed Group: 250 Dispatch Group: 250 Surveillance Channel: 250 Unicast Radio Channel: 250 Broadcast Group: 65,000	Yes
N/A	N/A	Unlimited Talk, Text, & 5G/4G LTE data for Essential First Responder. • Unlimited talk, text, & 5G LTE data • Unlimited domestic roaming • Optimized video streaming at 480p • 15GB of 5G LTE Smartphone Mobile Hotspot (Unlimited 5G after the bucket is used) • Statewide International Unlimited Texting • Data, texting, and low flat-rate calling abroad • Mobile Without Borders (No cap) • Video in Flight 1 hour (unlimited flights) Unlimited Talk, Text, & 5G/4G LTE data for Premium First Responder. • Unlimited talk, text, & 5G LTE data • Unlimited domestic roaming • Optimized video streaming at 480p • 50GB of 5G LTE Smartphone Mobile Hotspot (Unlimited 5G after the bucket is used) • Statewide International Unlimited Texting • Data, texting, and low flat-rate calling abroad • Mobile Without Borders (No cap) • Video in Flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy can't be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $300 for such line, then Customer will reimburse T-Mobile $25 (i.e., $300 / 12 months) x 6 (which is the number of months remaining in the Subsidy Term) = $150).	Yes
N/A	N/A	Unlimited Talk, Text, & 5G/4G LTE data for Essential First Responder. • Unlimited talk, text, & 5G LTE data • Unlimited domestic roaming • Optimized video streaming at 480p • 15GB of 5G LTE Smartphone Mobile Hotspot (Unlimited 5G after the bucket is used) • Statewide International Unlimited Texting • Data, texting, and low flat-rate calling abroad • Mobile Without Borders (No cap) • Video in Flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy can't be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $300 for such line, then Customer will reimburse T-Mobile $25 (i.e., $300 / 12 months) x 6 (which is the number of months remaining in the Subsidy Term) = $150).	Yes
N/A	N/A	Unlimited Talk, Text, & 5G/4G LTE data for Premium First Responder. • Unlimited talk, text, & 5G LTE data • Unlimited domestic roaming • Optimized video streaming at 480p • 50GB of 5G LTE Smartphone Mobile Hotspot (Unlimited 5G after the bucket is used) • Statewide International Unlimited Texting • Data, texting, and low flat-rate calling abroad • Mobile Without Borders (No cap) • Video in Flight 1 hour (unlimited flights) For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"); Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy can't be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $300 for such line, then Customer will reimburse T-Mobile $25 (i.e., $300 / 12 months) x 6 (which is the number of months remaining in the Subsidy Term) = $150).	Yes
N/A	N/A	• 15GB of 5G LTE Smartphone Mobile Hotspot (Unlimited 5G after the bucket is used)	Yes
N/A	N/A	• 25GB of 5G LTE Smartphone Mobile Hotspot (Unlimited 5G after the bucket is used)	Yes
N/A	N/A	• 50GB of 5G LTE Smartphone Mobile Hotspot (Unlimited 5G after the bucket is used)	Yes
N/A	N/A	•Upgrades the data plan to unlimited high-speed smartphone mobile hotspot data. •First Responder Subsidy plans only are eligible for this data feature.	Yes
N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads End user must be a qualified First Responder.	Yes
N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 5GB of 4G LTE hotspot data (with unlimited max 8G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 25GB of 4G LTE hotspot data (with unlimited max 8G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 50GB of 4G LTE hotspot data (with unlimited max 8G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
N/A	N/A	For Single-User Data Only Devices (Non-Tethering) Tablets/iPads 100GB of 4G LTE hotspot data (with unlimited max 8G hotspot speeds thereafter) End user must be a qualified First Responder.	Yes
N/A	N/A	• Unlimited Mobile Hotspot data while on our network with no overages • Up to 100 LTE data in Canada and Mexico, then unlimited at 2G speeds. • Video typically streams in SD quality (480p).	Yes
N/A	N/A	Unlimited Talk, Text, & 5G/4G LTE data for Essential First Responder. • Unlimited talk, text, & 5G LTE data • Unlimited domestic roaming • Optimized video streaming at 480p • Not subject to the 50GB tier usage prioritization threshold • Optimized video streaming at 480p • Eligible for Public-Safety IP features: Business (Approval required) • Not Subject to prioritization threshold •Priority Access and Preemption for NPS-enrolled first responders.*	Yes
N/A	N/A	• Unlimited Mobile Hotspot data while on our network with no overages • Up to 100 LTE data in Canada and Mexico, then unlimited at 2G speeds. • Video typically streams in SD quality (480p).	Yes
N/A	N/A	End user must be a qualified First Responder. Must add SMR2001 to or SMR2001A. Not compatible with hot spots, data sticks, laptops, netbooks, or other data-first devices. 2GB or 8GB of 4G LTE (speeds slow at allotment) Optimized video streaming Optimized video streaming Smartphone mobile hotspot (speeds slow at allotment) Data, texting, and low flat-rate calling abroad Statewide International Unlimited Texting Gogo In-flight 1 hour (unlimited flights) Mobile Without Borders	Yes

N/A	N/A	Rapid Deploy Kit that includes: Includes: • 6 FLORIDA Advanced software licenses • 6 T-Mobile SIM cards (activated) • 5 FLORIDA supported mobile phones • 1 FLORIDA supported mobile tablet • 1 rugged case • Peripherals (chargers, cables, etc.)	Yes
N/A	N/A	Rapid Deploy Kit that includes: Includes: • 10 FLORIDA Advanced software licenses • 10 T-Mobile SIM cards (activated) • 10 FLORIDA supported mobile devices, • 1 rugged case • Peripherals (chargers, cables, etc.)	Yes
N/A	N/A	FLORIDA® Essentials (mobile app, web app) operates on supported Android, Apple, and Windows capable devices, offering basic tracking (assisted GNSS location capable) of resources such as equipment, vehicles, and dismounted personnel. (a) FLORIDA® Essentials also includes the following components: i. FLORIDA® Monitor is a Windows application that runs on any Windows computer or tablet. It compiles critical information from multiple sources into a single incident view with customizable tiles; and ii. FLORIDA® Web Viewer provides customers with web access to the real-time location and status of all active FLORIDA resources.	Yes
N/A	N/A	FLORIDA® Advanced (mobile app, desktop app, web app) operates on supported Android, Apple, and Windows capable devices, offering enhanced tracking (assisted GNSS location capable, 3D location capable, team/destination assignment capable, status alerting capable, etc.) of resources such as equipment, vehicles, and dismounted personnel. All personnel using the FLORIDA apps are automatically and continuously tracked while in the active incident or event. Additionally, the FLORIDA app enables two-way communication, including push-to-talk, text messaging, and image messaging, enhancing communication between command and responding personnel. (a) FLORIDA® Advanced also includes the following components: i. FLORIDA® Commander is a Windows application that runs on any Windows computer or tablet. The FLORIDA Command interface allows incident based monitoring or all resources, structures, zones, and incident-specific information in a single pane of glass view. Incident commanders can view status and location of all event personnel and emergency responders. Incident personnel are organized on the right-hand side of the Commander window, while their status, location, and messages are displayed in the center of the screen. ii. FLORIDA® Monitor is a Windows application that runs on any Windows computer or tablet. It compiles critical information from multiple sources into a single incident view with customizable tiles; and iii. FLORIDA® Web Viewer provides customers with web access to the real-time location and status of all active FLORIDA resources.	Yes
N/A	N/A	GPS location, VIN, Driver ID, and basic IDIX support worldwide Unlimited data @512Kbps speed Canada and Mexico roaming (all other Data, texting, and low flat-rate calling abroad countries blocked Voice barred No HD video Customers will be required to sign an OneTab Addendum to purchase the OneTab solution.	Yes
N/A	N/A	The functionality of the Regulatory plan and support for engine and accelerometer data worldwide Unlimited data @512Kbps speed Canada and Mexico roaming (all other Data, texting, and low flat-rate calling abroad countries blocked Voice barred No HD video Customers will be required to sign an OneTab Addendum to purchase the OneTab solution.	Yes
N/A	N/A	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide Unlimited data @512Kbps speed Canada and Mexico roaming (all other Data, texting, and low flat-rate calling abroad countries blocked Voice barred No HD video	Yes
N/A	N/A	Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada Unlimited data @512Kbps speed Canada and Mexico roaming (all other Data, texting, and low flat-rate calling abroad countries blocked Voice barred No HD video Customers will be required to sign an OneTab Addendum to purchase the OneTab solution.	Yes
N/A	N/A	Standard Public Works* solution requires: SIOP and T-Harness. The Winter Operations solution requires: SIOP, T-Harness, and ION VMRS Cable (TMS) Unlimited Data (512 kbps speed) Unlimited SMS Canada and Mexico roaming (all other Data, texting, and low flat-rate calling abroad countries blocked) Unlimited domestic roaming Device ecoAgent for SIP PHP available Voice barred No HD video No data pauses Customers will be required to sign an OneTab Addendum to purchase the OneTab solution.	Yes
N/A	N/A	N/A	No
N/A	N/A	N/A	No
N/A	N/A	•Unlimited data (No speed reduction) •Unlimited SMS and MMS •2GB of Smartphone Mobile Hotspot (5MMS) •SMMS slows once the 5MMS bucket limit has been reached •No domestic roaming for SMMS •Domestic roaming •Music Freedom •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Text Messaging •Includes personal and corporate email, but excludes BB10 •Basic are voice barred	No
N/A	N/A	Web Content Filtering for Government Teacher Plan	Yes
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Text Messaging	Yes
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Text Messaging	Yes
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Text Messaging	Yes
N/A	N/A	Unlimited minutes Unlimited messaging 2GB high-speed data. Unlimited at 128Kbps after 2GB allotment. Smartphone Mobile Hotspot. Speeds slow at 2GB allotment. Domestic data roaming Music Freedom Data, texting, and low flat-rate calling abroad (Magenta / Advanced experience) Stateside International Unlimited Texting Mobile Without Borders T-Mobile In-Flight Connection (Magenta / Advanced experience) Voice over LTE and Wi-Fi calling are enabled	Yes
N/A	N/A	(Line must be attached to NASPO Contract Node with minimum of 150 active lines on Node) Unlimited Voice Unlimited Messaging Unlimited 4G LTE High-speed Smartphone Data Subject to Prioritization after 50GB of Data Usage in a single month while connected to a designated network	No
N/A	N/A	• Unlimited talk, text, and data on our advanced network with no data overages. • Scam Shield™ app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of High Speed data in Mexico and Canada at no extra charge. • Unlimited text and 2G data roaming in more than 210+ countries and destinations, and 5GB high-speed data in select countries. • Unlimited domestic data roaming and unlimited video streaming in SD quality • 15GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of In-Flight Connection-enabled flights, plus 4 full-flight streaming sessions per year. • During congestion, a small fraction of customers using >15GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone/tablet in SD quality (480p)	Yes
N/A	N/A	• Unlimited talk, text, and data on our advanced network with no data overages. • Scam Shield™ app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of High Speed data in Mexico and Canada at no extra charge. • Unlimited text and 2G data roaming in more than 210+ countries and destinations, and 5GB high-speed data in select countries. • Unlimited domestic data roaming and unlimited video streaming in SD quality • 15GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of In-Flight Connection-enabled flights, plus 4 full-flight streaming sessions per year. • During congestion, a small fraction of customers using >15GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone/tablet in SD quality (480p) unless you enable HD Video (1080p)	Yes
N/A	N/A	• Unlimited talk, text, and premium data on our advanced network with no data overages. • Scam Shield™ premium app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of High Speed data in Mexico and Canada at no extra charge. • Unlimited international texting,low-rate calling,and up to 5GB of high-speed data in more than 215 countries and destinations,then unlimited data up to 256Kbps speeds. • Unlimited domestic data roaming and unlimited 4K UHD when 4K UHD video is enabled. • 15GB of high Speed hotspot data (with unlimited max 3G hotspot speeds thereafter) •Unlimited in-flight Wi-Fi with streaming and texting where available. •Stream up to 4K UHD video on capable device when feature is activated • T-Satellite service included on eligible plans and devices	Yes
N/A	N/A	• Unlimited talk, text, and premium data on our advanced network with no data overages. • Scam Shield™ premium app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of High Speed data in Mexico and Canada at no extra charge. • Unlimited international texting,low-rate calling,and up to 5GB of high-speed data in more than 215 countries and destinations,then unlimited data up to 256Kbps speeds. • Unlimited domestic data roaming and unlimited 4K UHD when 4K UHD video is enabled. • 100GB of High Speed hotspot data (with unlimited max 3G hotspot speeds thereafter) •Unlimited in-flight Wi-Fi with streaming and texting where available. •Stream up to 4K UHD video on capable device when feature is activated • T-Satellite service included on eligible plans and devices	Yes
N/A	N/A	•Unlimited minutes & messaging •Unlimited data with 500MB high-speed. Speeds slow after 500MB •Smartphone Mobile Hotspot. Speeds slow at MB allotment •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Music Freedom •Limited domestic data roaming	No

N/A	N/A	• Government: FirstResponders eligible agencies only • Government: First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 25GB or 40GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Data, texting, and low flat-rate calling abroad • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
N/A	N/A	• Government: FirstResponders eligible agencies only • Government: First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 25GB or 40GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Data, texting, and low flat-rate calling abroad • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
N/A	N/A	• Government: FirstResponders eligible agencies only • Government: First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited high-speed data • Unlimited domestic roaming • Unlimited 4G LTE Mobile Hotspot • Data, texting, and low flat-rate calling abroad • Mobile Without Borders with No 50GB cap • Unlimited streaming of video in HD (1080p) • Optimized video streaming at 480p for first responders who need to provide the fastest possible internet access to multiple users in a mobile response team	Yes
N/A	N/A	• Government: FirstResponders eligible agencies only • Government: First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited Talk & Text and high speed data • Unlimited domestic roaming • 50GB of data at high speed, then prioritization threshold • Optimized video streaming at 480p • 15GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) • Stateside International Unlimited Texting • Data, texting, and low flat-rate calling abroad • Mobile Without Borders (No cap) • Gogo in-flight 1 hour (unlimited flights)	Yes
N/A	N/A	• Government: FirstResponders eligible agencies only • Government: First Responders rate plans with unlimited data remain among the highest-priority data plans on T-Mobile's network, No matter how much data is used. • Unlimited talk and text • 25GB or 40GB of 4G LTE (speeds slow at allotment) • Unlimited domestic roaming • Optimized video streaming • Smartphone mobile hotspot (speeds slow at allotment) • Data, texting, and low flat-rate calling abroad • Stateside International Unlimited Texting • Gogo in-flight 1 hour (unlimited flights) • Mobile Without Borders (Usage cap will match the data SOC chosen)	Yes
N/A	N/A	N/A	Yes
5G/4G LTE/3G/EDGE/HSPA+	N/A	Reliable, high-speed internet to government home offices across America. No data caps and No additional hardware costs (unless you fail to return the hardware if you cancel the line of service.) Includes T-Mobile 5G Nokia Gateway Router device Security and productivity filtering blocks select content. See Sales Rep or T-Mobile.com/filtering for content filtering options and details. Available in select areas. Check employee address list for availability, after Customer signs Consent Authorization. Customer will need to sign an addendum with additional terms & conditions. During congestion, Government Home Office Internet customers may Notice speeds lower than other customers due to data prioritization.	No
N/A	N/A	Government Private Static IP Mobile Internet. Customized setup on devices needed.	Yes
N/A	N/A	• Threat Protect simplifies protection for mobile users and enhances a Wi-Fi session via an application for iOS or Android mobile devices that automatically encrypts data when a mobile device connects to an unsecure Wi-Fi network. • Provides the option to encrypt data when on a password-protected Wi-Fi.	Yes
N/A	N/A	• Threat Protect simplifies protection for mobile users and enhances a Wi-Fi session via an application for iOS or Android mobile devices that automatically encrypts data when a mobile device connects to an unsecure Wi-Fi network. • Provides the option to encrypt data when on a password-protected Wi-Fi.	Yes
N/A	N/A	Government Public Static IP Mobile Internet. Customized setup on devices needed.	Yes
N/A	N/A	Government Public Static IP Voice, MMS & tethering Not supported. Customized setup on devices needed.	Yes
N/A	N/A	•Unlimited data (Not subject to de-prioritization) •Unlimited domestic messaging •Smartphone Mobile Hotspot •Domestic data roaming •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Mobile Without Borders Customized setup on devices needed	Yes
N/A	N/A	Unlimited domestic roaming Optimized video streaming at 480p 15GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Data, texting, and low flat-rate calling abroad Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NLDATA, GOV1120BW5, GOV2120BW5, GOVPP3145, or GOVP4145 For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"). Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy can't be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile [illegible]	Yes
N/A	N/A	Unlimited domestic roaming Optimized video streaming at 480p 15GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Data, texting, and low flat-rate calling abroad Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NLDATA, GOV1120BW5, GOV2120BW5, GOVPP3145, or GOVP4145 For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"). Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy can't be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile [illegible]	Yes
N/A	N/A	Unlimited domestic roaming Optimized video streaming at 480p 15GB of 4G LTE Smartphone Mobile Hotspot (Unlimited 3G after the bucket is used) Stateside International Unlimited Texting Data, texting, and low flat-rate calling abroad Mobile Without Borders (No cap) Gogo in-flight 1 hour (unlimited flights) Requires Add-On of either NLDATA, GOV1120BW5, GOV2120BW5, GOVPP3145, or GOVP4145 For the Subsidy to be effective, Customer will activate a line of Service under its Master Account; Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period"); any suspension or termination of any line of Service (the "Subsidy Term"). Each line of Service must be activated in accordance with the terms of the Agreement; Each line of Service which is activated under the Master Account can only qualify once for a device subsidy during the Initial Term; The subsidy can't be combined with any other discounts, credits or promotional offers; Customer's account with T-Mobile must be in good standing to receive the subsidy. Minimum Activation Period/Termination - If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile [illegible]	Yes
N/A	N/A	• Unlimited high-speed Mobile Internet Data • Includes 5G access with capable device • Unlimited domestic messaging • Domestic data roaming (500MB/mo.) • Unlimited data at 128Kbps when you travel to any of 210+ countries and destinations where T-Mobile offers unlimited plan pay-as-you-go abroad. • Stateside International Unlimited Texting • For use with hotspots only • During congestion, customers on this plan using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization	Yes
N/A	N/A	(Intended for use with tablets and netbooks) Unlimited messaging and high-speed data 15GB of 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Data, texting, and low flat-rate calling abroad Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes

N/A	N/A	(Intended for use with tablets and netbooks) Unlimited text messaging and high-speed data 2GB @ 4G LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used) Data, texting, and low flat-rate calling abroad Optimized video streaming at 480p Stateside International Unlimited Texting Mobile Without Borders Domestic data roaming Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
N/A	Hotspot 50GB	• Unlimited data and messaging as well as 5 GB of high-speed mobile hotspot data. • In Canada and Mexico, 15GB of high-speed data (then unlimited data at 128 Kbps speed). • Unlimited international texting and up to 5GB of high-speed data (then unlimited data up to 256Kbps speed) in 210+ countries and destinations. • Unlimited HD video streaming. Video typically streams on smartphones/tablets in SD quality (480p) unless you enable HD Video (1080p).	Yes
N/A	Hotspot 75GB	• Unlimited data and messaging as well as 75GB of high-speed mobile hotspot data. • In Canada and Mexico, 15GB of high-speed data (then unlimited data at 128 Kbps speed). • Unlimited international texting and up to 5GB of high-speed data (then unlimited data up to 256Kbps speed) in 210+ countries and destinations. • Unlimited HD video streaming. Video typically streams on smartphones/tablets in SD quality (480p) unless you enable HD Video (1080p).	Yes
N/A	N/A	Increase Government Unlimited High Speed Hotspot data allotment to 50GB	Yes
N/A	N/A	Increase Government Unlimited High Speed Hotspot data allotment to 100GB	Yes
N/A	N/A	N/A	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription Add-on Feature	Yes
N/A	N/A	Mobile Device Management Subscription Add-on Feature	Yes
N/A	N/A	Mobile Device Management Subscription Add-on Feature	Yes
N/A	N/A	Mobile Device Management Subscription Add-on Feature	Yes
N/A	N/A	Mobile Device Management Subscription Add-on Feature	Yes
N/A	N/A	Mobile Device Management Subscription Add-on Feature	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	One Time Fee	Yes
N/A	N/A	No Cost Setup for Customer Purchasing at least 50 licenses. Must be new customer and have MAN/SNM setup complete where required.	Yes
N/A	N/A	Must be new MDM customer to Iconit. Min of 20 and max of 2K licenses	No
N/A	N/A	Minimum of 20 licenses	No
N/A	N/A	Minimum of 20 licenses. 1 device per user	No
N/A	N/A	Minimum of 20 licenses	No
N/A	N/A	Minimum of 20 licenses. 1 device per user	No
N/A	N/A	Mobile Device Management Subscription Add on Feature	No
N/A	N/A	Minimum of 20 licenses.	No
N/A	N/A	Minimum of 20 licenses.	No
N/A	N/A	Mobile Device Management Subscription Add on Feature	No
N/A	N/A	Mobile Device Management Subscription Add-on Feature	No
N/A	N/A	Minimum of 20 licenses	No
N/A	N/A	Minimum of 20 licenses. 1 device per user	No
N/A	N/A	Minimum of 20 licenses	No
N/A	N/A	Minimum of 20 licenses. 1 device per user	No
N/A	N/A	Mobile Device Management Subscription Add on Feature	No
N/A	N/A	Minimum of 20 licenses.	No
N/A	N/A	Minimum of 20 licenses.	No
N/A	N/A	Minimum of 20 licenses	No
N/A	N/A	Iconit Terms and Conditions: Customer's use and/or purchase of Iconit will be subject to, and	Yes

N/A	N/A	Movisat SIMs capture Store and enables the customer to Capture Mobile SMS/MMS Messages on GSM/Voice Plans. T-Mobile billed. The capture is by Movisat, but the storage is with a 3rd party (not Movisat).	Yes
N/A	N/A	Movisat SIMs capture Store and enables the customer to Capture Mobile SMS/MMS Messages on Mobile Internet Plans (select devices only). Capture is by Movisat, but the storage is with a 3rd party (not Movisat).	Yes
N/A	N/A	Movisat Voice capture + Store SIM enables the customer to Capture Voice calls on GSM/Voice Plans. T-Mobile billed. The capture is by Movisat, but the storage is with a 3rd party (not Movisat).	Yes
N/A	N/A	Movisat Voice capture + Store SIM enables the customer to Capture Voice calls on GSM/Voice Plans. T-Mobile billed. The capture and storage is Movisat.	Yes
N/A	N/A	Movisat Voice capture Card is required for the E2PREC process. Requires the Movisat Voice CCC 128BIT certified chassis.	Yes
N/A	N/A	Movisat Video Capture Card (MVCC) 1TB Solution only has to configure the scenario when the capture is with Movisat and the customer is paying separately for Storage with a 3rd party (not Movisat).	Yes
N/A	N/A	Movisat Video Capture Card (MVCC) 2TB Solution only has to configure the scenario when the capture is with Movisat and the customer is paying separately for Storage with a 3rd party (not Movisat).	Yes
N/A	N/A	Movisat Video Capture Card (MVCC) 4TB Solution only has to configure the scenario when the capture is with Movisat and the customer is paying separately for Storage with a 3rd party (not Movisat).	Yes
N/A	N/A	Movisat Video Capture Card (MVCC) 8TB Solution only has to configure the scenario when the capture is with Movisat and the customer is paying separately for Storage with a 3rd party (not Movisat).	Yes
N/A	N/A	Movisat Video Capture Card (MVCC) 16TB Solution only has to configure the scenario when the capture is with Movisat and the customer is paying separately for Storage with a 3rd party (not Movisat).	Yes
N/A	N/A	Unlimited data per month (1 year commitment) Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices. 1 year T-Mobile commitment	Yes
N/A	N/A	Unlimited data per month (Month-to-Month Term). Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices.	Yes
N/A	N/A	Unlimited data per month (2 year commitment) Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices. 2 year T-Mobile commitment	Yes
N/A	N/A	100 GB data per month (Month-to-Month Term). Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices.	Yes
N/A	N/A	100 GB data per month Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment.	Yes
N/A	N/A	100 GB data per year Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices. Education grade Web Filtering. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment.	Yes
N/A	N/A	•This mobile internet plan provides 20GB of data per month for use with tablets and hot spot hardware. •Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices. •This plan is designed for use by students eligible for the National School Lunch Program. •This plan is intended for Educational/Government use only and subject to annual state allotment and Education PM approvals. •During congestion, Project 10Million customers may notice speeds lower than other customers due to data prioritization. Video typically streams in SD quality (480p).	Yes
N/A	N/A	Unlimited data per month. Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices. For eligible NSLP student household only. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment. Subject to annual state allotment and Education PM approvals. 1 year T-Mobile commitment.	Yes
N/A	N/A	•Unlimited data per month •Mobile hotspot •Choice of PUSH Mobile hotspot device or SIM card included and discount for select WiFi devices. •During congestion, Project 10Million customers may notice speeds lower than other customers due to data prioritization. Video typically streams in SD quality (480p).	Yes
N/A	N/A	Knox Manage is a powerful-yet-flexible, cross-platform EMM solution optimized for Samsung devices and services. Thanks to a simple, straightforward UX including step-by-step or drag-and-drop tools, IT admins can maximize productivity with seamless control. Access the powerful management capability backed by hardware-level features, such as remote access tool for easy troubleshooting, or diverse event-based policy enforcements to tightly address any complex requirements. Unleash your work force's full potential with the ease of Samsung's dedicated solutions that are in full sync with other Samsung services for an end-to-end customer support that even covers devices and OS. Monthly, 1-year, and 2-year license options	Yes
N/A	N/A	Knox Manage QuickStart Standard assists in • Configuring Knox Manage to control devices with features such as Remote Wipe, Remote Lock and Locate your Device • Managing/deploying applications • Restricting device capabilities	Yes
N/A	N/A	Knox Manage QuickStart Standard assists in • Configuring Knox Manage to control devices with features such as Remote Wipe, Remote Lock and Locate your Device • Managing/deploying applications • Restricting device capabilities	Yes
N/A	N/A	Knox Configure enables customizable corporate-liable devices with robust control of devices and security policies enforced. License is locked to the physical device, it cannot be reassigned (i.e., non-transferable license).	Yes
N/A	N/A	Software designed to pre-configure and rebrand bulk devices with minimum controllability in the way of out-of-the-box experience.	Yes
N/A	N/A	Knox Customization Setup. Software Customization Services provide bespoke software and binary customization for off-the-shelf devices. Create a fleet of devices tailored precisely to your organization's requirements, to a level only available through direct Samsung consultation and engineering. Includes: • Portal Walkthrough • Profile Configuration • Initial device registration • Initial Deployment Customer has access to Professional Services for 30-days from completion of setup and configuration	Yes
N/A	N/A	Knox E-FOTA provides advanced control of system updates across your Samsung devices, providing stability and continuity for businesses managing a large fleet of devices. Ensure every device operates on the right OS version that has been fully tested for app stability. Trigger mandatory updates without end-user intervention for total compliance, or set update schedules that work best for your work force. Monthly, 1-year, 2-year and 3-year licence options.	Yes
N/A	N/A	Knox E-FOTA Setup Service - Determine the best way to register and enroll the devices to the Knox E-FOTA One console. Create & validate the deployment plan for the Knox E-FOTA One client. Work with Customer to create a campaign(s) to enable specific device models, devices, course & destination IDs. Customer has access to Professional Services for 30-days from completion of setup and configuration	Yes
N/A	N/A	Knox Suite is an all-in-one solution, built for enterprise mobility. Efficiently secure, deploy, manage, and analyze your devices for the entire enterprise mobility journey – whether you're looking for an overall mobility management or aiming to enhance your existing infrastructure. Ensure your business data is protected with government-grade managed security features at your control. Gain comprehensive management of devices that meets and exceeds Android enterprise capabilities - including remote support, OS update management, in-depth analytics, and more. All seamlessly deployed to your work devices, for any fleet size, in any network environment. Monthly, 1-year, 2-year and 3-year license options.	Yes
N/A	N/A	Note: The new SKUs are based on upgradable commercial license key (LMC)	Yes
N/A	N/A	Knox Suite Setup Service includes: • Field Engineer will interview Customer Mobile Engineering ("CME") and customer line of business teams to understand Line of Business ("LOBs") requirements and goals. • Field Engineer will develop a management architecture in conjunction with customer input to simplify management of devices • Field Engineer will work with CME to create & validate the deployment plan for the Knox Manage and E-FOTA clients • Field Engineer will work with CME to integrate Knox Manage with Knox E-FOTA console • Field Engineer will train CME's on console maintenance, update strategies for types of LOBs (knowledge worker vs delivery drivers) • Field Engineer will train CME's on Knox Deployment Programs(KDP) for the CMEs on the Knox Mobile Enrollment, Knox Manage, and Knox E-FOTA Administration • Field Engineer will be available to support CME team on related issues during the production rollout and work with the customer to understand the defined support path for post deployment support Customer has access to Professional Services for 30-days from completion of setup and configuration	Yes
N/A	N/A	Knox Asset Intelligence is a device analytics solution powered by in-depth data from Samsung devices, delivered through your existing EMM or UEM platform or managed alike. Get a comprehensive overview of device usage and status with a wide range of data points – covering battery, apps, connectivity and more. Leveraging data into actionable insights is also made easy, with easy-to-read, intuitive dashboard options. Configure data filters and settings to create an optimized view that best fits your business operation. Powerful diagnostic and troubleshooting tools come built-in for remote use, helping you ensure your work devices are running with maximized productivity and stability. Monthly, 1-year, 2-year and 3-year license options.	Yes
N/A	N/A	A Samsung Engineer will be assigned from Samsung's specialized Professional Services organization of Knox industry experts. The engineer will determine your configuration requirements, then remotely guide administrators through Knox best practices configuration of Knox Asset Intelligence and provide instructions to customize the dashboard. Customer has access to Professional Services for 30-days from completion of setup and configuration	Yes
N/A	N/A	• Engineering Hours offers companies with large deployments or complex projects the ability to purchase a bundle of support hours with Tier 3 designated engineers. The hours can be used for a multitude of different engagements, and over extended periods of time. • 5 hours min. - $1,000 (all services) • 5 hours min. - $1,000 (Only Knox Manage and Knox Configure Dynamic/Kiosk Mode licenses) • Additional hours - $250 per hour Hourly time must be used within 1 year of receiving the PO	Yes
N/A	N/A	Can be used for general consulting and support without the need of a Statement of Work (SOW) in most cases. Weekly time must be used within 1 year of receiving the PO	Yes

N/A	N/A	Advance Engineering Technical Support - Comprehensive support by dedicated Samsung expert engineers • Direct Access to Expert Engineer (Tier 3) (Customer Portal, Email, Phone) • Unlimited Support Requests Per Year • Multiple Support Location within Country • Operation Hour 11x5 (hours/days) • 2 Named Callers (Customer IT Admin) • Phone response – 80% within 90 sec. • Portal/Email response – 1 bus. Day • 1 year of Support Coverage from Date within Country	Yes
N/A	N/A	• 1 year of Support Coverage from Date within Country	Yes
N/A	N/A	Elite Engineering Technical Support - Comprehensive support by dedicated Samsung expert engineers • Direct Access to Expert Engineer (Tier 3) (Customer Portal, Email, Phone) • Unlimited Support Requests Per Year • Multiple Support Location within Country • Operation Hour 24x7 • 5 Named Callers (Customer IT Admin) • Phone response – 80% within 90 sec. • Phone response – 80% within 90 sec.	Yes
N/A	N/A	Knox Suite Monthly Incluem Manage, KNOX, KPE	No
N/A	N/A	Knox Manage Monthly, under 500	No
N/A	N/A	Knox Configure Dynamic Edition, under 500	No
N/A	N/A	Knox Suite Monthly Incluem Manage, KNOX, KPE, 500 plus	No
N/A	N/A	Knox Manage Monthly, 500 plus	No
N/A	N/A	Knox Configure Dynamic Edition, 500 plus	No
N/A	N/A	Annual Fee - Advanced B2B technical support 1 year	No
N/A	N/A	Annual Fee - Elite B2B technical support 1 year	No
N/A	N/A	One-time deployment fee	No
N/A	N/A	One-time security deployment service engineers, minimum 8 hours required	No
N/A	N/A	One-time deployment fee	No
N/A	N/A	One-time deployment fee	No
N/A	N/A	T-Mobile SASE Private Access and Secure Internet Service TIER1 licence provides a single user T-Mobile-MM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the internet with a suite of security features. Usage not to exceed the maximum 100 gigabytes per month/licence (does not apply to Connecting Heroes or first responder rate plans)	Yes
N/A	N/A	T-Mobile SASE Private Access and Secure Internet Service TIER2 licence provides a single user T-Mobile-MM fixed wireless internet Device with secure, direct connectivity to the organization's network or to the internet with a suite of security features. Usage not to exceed the maximum 500 gigabytes per month/licence (does not apply to Connecting Heroes or first responder rate plans)	Yes
N/A	N/A	Secure Internet Go - Security + Productivity provides advanced content filtering of risky and online gaming/streaming websites plus internet traffic scans to provide protection from online threats when on the T-Mobile network. It is only available for a T-Mobile smartphone, tablet or connected laptop and leverages T-Mobile-MM'sis authenticate and automatically provide security capabilities, without a client. Hotspot/tethered traffic not protected by T-Mobile SASE. Usage not to exceed the maximum 75 gigabytes per month/license.**	Yes
N/A	N/A	Secure Internet Go - Security + Productivity provides advanced content filtering of risky and online gaming/streaming websites plus internet traffic scans to provide protection from online threats when on the T-Mobile network. It is only available for a T-Mobile smartphone, tablet or connected laptop and leverages T-Mobile-MM'sis authenticate and automatically provide security capabilities, without a client. Hotspot/tethered traffic not protected by T-Mobile SASE. Usage not to exceed the maximum 75 gigabytes per month/license.**	Yes
N/A	N/A	Secure Internet Go - Security provides advanced content filtering of risky websites plus internet traffic scans to provide protection from online threats when on the T-Mobile network. It is only available for a T-Mobile smartphone, tablet or connected laptop and leverages T-MMsecure authentication that uses the T-Mobile-MM'sis authenticate and automatically provide security capabilities, without a client. Hotspot/tethered traffic not protectedby T-Mobile SASE. Usage not to exceed the maximum 75 gigabytes per month/license.**	Yes
N/A	N/A	Secure Internet Go - Security provides advanced content filtering of risky websites plus internet traffic scans to provide protection from online threats when on the T-Mobile network. It is only available for a T-Mobile smartphone, tablet or connected laptop and leverages T-MMsecure authentication that uses the T-Mobile-MM'sis authenticate and automatically provide security capabilities, without a client. Hotspot/tethered traffic not protectedby T-Mobile SASE. Usage not to exceed the maximum 75 gigabytes per month/license.**	Yes
N/A	N/A	• 2 mobile minutes (pay as you go) • Unlimited Color Sidekick Data • Unlimited SMS Messages • Unlimited MMS	No
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Music FreedomJoin any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$0.25 per GB •$5 line minimum	Yes
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Music Freedom (on any line participating in the data pool) •Smartphone Mobile Hotspot (up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$15 per GB •$10 line minimum	Yes
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Music Freedom(on any line participating in the data pool) •Smartphone Mobile Hotspot(up to full pool amount; regular per GB charge after) •Mobile Without Borders •Business Customer Service •$4.50 per GB •$10 line minimum	Yes
N/A	N/A	•Unlimited data (speeds slow at 40GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 6GB allotment) • up to 20GB •Binge On optimized video (free streaming for 6GB & higher plans only) •Domestic data roaming •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Mobile Without Borders •Music Freedom	Yes
N/A	N/A	•Unlimited data (speeds slow at 2GB allotment) •Unlimited messaging •Smartphone Mobile Hotspot (speeds slow at 2GB allotment) •Domestic data roaming •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
N/A	N/A	Unlimited 4G LTE High-speed Mobile Internet Data Unlimited domestic messaging Domestic data roaming Data, texting, and low flat-rate calling abroad Stateside International Unlimited Texting Subject to Prioritization after 50GB of Data Usage in a single month while connected to a congested tower	Yes
N/A	N/A	Add a line to ENVTTLE2	Yes
N/A	N/A	Unlimited minutes of 10 lines for each account • Unlimited minutes • Unlimited messaging • Data, texting, and low flat-rate calling abroad • Stateside International • Unlimited Texting • Mobile Without Borders	Yes
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service •Discounts maximum of 12 lines for each account	Yes
N/A	N/A	•Unlimited minutes •Unlimited messaging •Data, texting, and low flat-rate calling abroad •Stateside International Unlimited Texting •Mobile Without Borders •Business Customer Service	Yes
N/A	N/A	Add a line to ENVTTLE2	Yes
N/A	N/A	Archives all SMS, MMS, RCS messages directly from the T-Mobile network. Direct network capture of messages that are then to the branch connected archive for rapid, faceted search by channel, user, message, direction, message	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	N/A	Yes
N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Data, texting, and low flat-rate calling abroad countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Device is eligible for EIP •PAP available •Tethering is disabled •Voice Barred •No HD video •No 4500 pesos	Yes
N/A	N/A	•Unlimited Data (512 kbps speed) •Unlimited SMS •Canada and Mexico roaming (all other Data, texting, and low flat-rate calling abroad countries blocked) •Mobile Without Borders •Unlimited domestic roaming •Tethering is disabled •Voice Barred •No HD video •No 4500 pesos	No

5G/4G LTE	N/A	• T-Mobile Direct Connect for Wi-Fi only devices. • T-Mobile Direct Connect is a push-to-talk solution that keeps your workforce in constant real-time contact with each other, support teams and headquarters. • For use with tablets or smartphones which are not connected to a carrier network (Wi-Fi only). • Device must be connected to Wi-Fi for Direct Connect service to function. Eligible on most Apple iOS and Android devices. • Requires T-Mobile Direct Connect mobile app or a push-to-talk-enabled device.	Yes
5G/4G LTE	N/A	• T-Mobile Direct Connect for cross-carrier. • T-Mobile Direct Connect is a push-to-talk solution that keeps your workforce in constant real-time contact with each other, support teams and headquarters. Requires T-Mobile Direct Connect. • Direct Connect for Cross Carrier is eligible on most Apple iOS and Android devices with an active SIM and Data connection on another carrier. • Requires T-Mobile Direct Connect mobile app or a push-to-talk-enabled device.	Yes
5G/4G LTE	N/A	• T-Mobile Direct Connect for desktop dispatch. • T-Mobile Direct Connect is a push-to-talk solution that keeps your workforce in constant real-time contact with each other, support teams and headquarters. For use when host carrier is not T-Mobile. • Direct Connect for DesktopDispatch is browser-based and eligible on most windows-based operating systems.	Yes
5G/4G LTE	N/A	• T-Mobile Direct Connect is a push-to-talk solution that keeps your workforce in constant real-time contact with each other, support teams and headquarters. Requires T-Mobile Direct Connect mobile app or a push-to-talk-enabled device.	Yes
N/A	N/A	• Land Mobile Radio (LMR) Interoperability Talk Group reservation for an LMR Channel. • LMR Interoperability requires additional hardware and configuration. • Contact your Account Executive for additional information.	Yes
N/A	N/A	• Land Mobile Radio (LMR) Interoperability Talk Group reservation for an LMR User, CSSI, or ISSI connection. • LMR Interoperability requires additional hardware and configuration. • Contact your Account Executive for additional information.	Yes
N/A	N/A	• T-Mobile Direct Connect add-on for Voice plans. • T-Mobile Direct Connect is a push-to-talk solution that keeps your workforce in constant real-time contact with each other, support teams and headquarters. • T-Mobile Direct Connect requires an active Voice line-with-data. • Requires T-Mobile Direct Connect mobile app or a push-to-talk-enabled device.	Yes
N/A	N/A	• T-Mobile Direct Connect add-on for Mobile Internet plans. • T-Mobile Direct Connect is a push-to-talk solution that keeps your workforce in constant real-time contact with each other, support teams and headquarters. • T-Mobile Direct Connect requires an active Mobile Internet line with data. • Requires T-Mobile Direct Connect mobile app or a push-to-talk-enabled device.	Yes
N/A	N/A	• For use with Mobile Internet plans. • Land Mobile Radio (LMR) Interoperability allows you to extend your existing LMR with the T-Mobile Direct Connect Push-To-Talk network via a secure connection. • LMR Interoperability requires additional hardware and configuration. • Contact your Account Executive for additional information.	Yes
N/A	N/A	• For use with Voice plans. Land Mobile Radio (LMR) Interoperability allows you to extend your existing LMR with the T-Mobile Direct Connect Push-To-Talk network via a secure connection. • LMR Interoperability requires additional hardware and configuration. • Contact your Account Executive for additional information.	Yes
N/A	N/A	For use with Mobile Internet plans with Direct Connect add-on feature. Blocks all data not related to T-Mobile Direct Connect services.	Yes
N/A	N/A	For use with Mobile Internet plans with a Direct Connect add-on feature. Blocks all data not related to T-Mobile Direct Connect services. Requires TDC base functionality (like LMR)	Yes
N/A	N/A	For use with Voice plans. Business Critical adds large Talkgroup calling up to 5,000 members, Emergency calling, and Location based dynamic Talkgroups. Contact your Account Executive for additional information.	No
N/A	N/A	For use with Mobile Internet plans. Business Critical adds large Talkgroup calling up to 5,000 members, Emergency calling, and Location based dynamic Talkgroups. Contact your Account Executive for additional information.	No
N/A	N/A	For use with Voice plans. Direct Connect Mission Critical adds MCX Talkgroups with Affiliation, User Profiles, and Location based dynamic Talkgroups. Contact your Account Executive for additional information.	Yes
N/A	N/A	For use with Mobile Internet plans. Direct Connect Mission Critical adds MCX Talkgroups with Affiliation, User Profiles, and Location based dynamic Talkgroups. Contact your Account Executive for additional information.	yes
N/A	N/A	For use with Desktop Dispatch plans. Direct Connect Mission Critical adds MCPTT features such as Talkgroup Affiliation to the Desktop Dispatch feature set. Contact your Account Executive for additional information.	Yes
N/A	N/A	For use with Voice plans. Mission Critical adds our most advanced PTT feature set. Contact your Account Executive for additional information.	Yes
N/A	N/A	For use with Mobile Internet plans. Mission Critical adds our most advanced PTT feature set. Contact your Account Executive for additional information.	Yes
N/A	N/A	For use with Desktop Dispatch plans. Mission Critical adds our most advanced PTT feature set. Contact your Account Executive for additional information.	Yes
N/A	N/A	For use with Voice plans. Video streaming to individuals, Talkgroups and ad hoc groups. Contact your Account Executive for additional information.	Yes
N/A	N/A	For use with Mobile Internet plans. Video streaming to individuals, Talkgroups and ad hoc groups. Contact your Account Executive for additional information.	Yes
N/A	N/A	•Unlimited messaging and high-speed data •30GB of 85 LTE Smartphone Mobile Hotspot (reduced to 3G after the bucket is used). •Daily texting, and low flat-rate calling abroad •Optimized video streaming at 480p •Nationwide international Unlimited Texting •Mobile Without Borders •Text Message Restore	Yes
N/A	N/A	• Unlimited talk, text, and high-speed data. •Includes 60 GB high-speed mobile hotspot data • Unlimited international texting, low-rate calling, unlimited talk, text, and up to 5GB of 85 LTE data in Canada and Mexico, then speeds at up to 256kbps and Scam Shield Premium. •Not Subject to the prioritization threshold • Priority Access, Preemption and Basic Performance Baseline for WPS-enrolled first responders, plus automated WPS enrollment. •Compatible with T-Priority SLICE. •For use with smartphones. • T-Satellite service included on eligible plans and devices	Yes
N/A	N/A	• Unlimited talk, text, and high-speed data. • Unlimited high-speed mobile hotspot data. • Unlimited international texting, low-rate calling, unlimited talk, text, and up to 5GB of 85 LTE data in Canada and Mexico, then speeds at up to 256kbps. •Video streaming at up to 4K Ultra HD Resolution, and Scam Shield Premium. •Not Subject to the prioritization threshold •Priority Access, Preemption and Basic Performance Baseline for WPS-enrolled first responders, plus automated WPS enrollment. • Unlimited high-speed mobile hotspot data. •Compatible with T-Priority SLICE. •For use with smartphones. • T-Satellite service included on eligible plans and devices	Yes
N/A	N/A	•Unlimited data and messaging •30 GB hotspot data •Must have a T-Priority compatible device •Cost of new required T-Priority network slice SOC to use with these new tablet plans depends on which type of agency you are: •Primary (P) – Federal, state & local law enforcement, fire services, Emergency Medical Services, Emergency Mgmt + 911 dispatch, EMS, and DoD. •Extended (ST SO) - Government utility (e.g. public transport), healthcare & public health, courts and legal, air transport. Executive offices/tribal governments, critical manufacturing, chemicals and comms, utilities (electric, gas). •Each category has a specific list of eligible NAICS codes. •Use for Tablets	Yes
N/A	N/A	•Unlimited data, messaging and hotspot data •Must have a T-Priority compatible device •Cost of new required T-Priority network slice SOC to use with these new tablet plans depends on which type of agency you are: •Primary (P) – Federal, state & local law enforcement, fire services, Emergency Medical Services, Emergency Mgmt + 911 dispatch, EMS, and DoD. •Extended (ST SO) - Government utility (e.g. public transport), healthcare & public health, courts and legal, air transport. Executive offices/tribal governments, critical manufacturing, chemicals and comms, utilities (electric, gas). •Each category has a specific list of eligible NAICS codes. •Use for Tablets	Yes
N/A	N/A	•Unlimited data and messaging •Unlimited high-speed hotspot data •Requires T-Priority compatible device •Cost of new required T-Priority network slice SOC to use with these new HSI plans depends on which type of agency you are: •Primary (SO) – Federal, state & local law enforcement, fire services, Emergency Medical Services, Emergency Mgmt + 911 dispatch, EMS, and DoD. •Extended (ST SO) - Government utility (e.g. public transport), healthcare & public health, courts and legal, air transport. Executive offices/tribal governments, critical manufacturing, chemicals and comms, utilities (electric, gas). •Each category has a specific list of eligible NAICS codes. •Use for Wireless Router	Yes
N/A	N/A	•Unlimited data, messaging and domestic roaming •Requires a T-Priority compatible device •Cost of new required T-Priority network slice SOC to use with these new HSI plans depends on which type of agency you are: •Primary (SO) – Federal, state & local law enforcement, fire services, Emergency Medical Services, Emergency Mgmt + 911 dispatch, EMS, and DoD. •Extended (ST SO) - Government utility (e.g. public transport), healthcare & public health, courts and legal, air transport. Executive offices/tribal governments, critical manufacturing, chemicals and comms, utilities (electric, gas). •Each category has a specific list of eligible NAICS codes. •Use for Wireless Laptop	Yes
N/A	N/A	The T-Mobile T-Priority add on feature is intended for use on a T-Mobile SIM based smartphone to provide connectivity to the Internet with the benefits of Priority Access, Preemption, Highest Data Priority and Enhanced Downlink Baseline.	Yes
N/A	N/A	T-Priority for Tablets • Priority for Laptops and Routers (Approval Required)	yes
N/A	N/A	Add-on feature intended for use on a compatible device to provide connectivity with the benefits of Highest Data Priority and Enhanced Downlink Baseline. For Extended Primary First Responder organizations on eligible rate plans.	Yes
N/A	N/A	• Priority for Tablets • Priority for Laptops and Routers (Approval Required)	yes
N/A	N/A	• T-Satellite add on feature • SMM/Voice Devices Only • No T-Satellite coverage is available off the U.S. Coast. • Limited to specific device models	Yes
N/A	N/A	Feature to add Text to 911 capability via Satellite.	Yes

N/A	N/A	Unlimited talk, text, and data on our advanced network 8GB of high-speed mobile hotspot data (with unlimited 8G hotspot speed; thereafter) with no annual service contracts or data overages. Unlimited data roaming (speeds may vary) and stream up to 4K UHD video on capable device when feature is activated, or video typically streams on device in SD quality. Call, text, and use up to 5GB of 5G LTE data in Mexico and Canada at no extra charge. Unlimited international texting, low-rate calling, and up to 5GB of high-speed data in more than 210+ countries and destinations (and then up to 256Kbps speeds). Unlimited in-flight Wi-Fi with streaming and texting where available. Free Scam Shield Includes T-Satellite coverage for areas without cell service, connecting you almost anywhere you can see the sky (compatible device required). Threat Protect delivers comprehensive, always-on protection across both Wi-Fi and cellular networks (app required). Network prioritization in times of extreme congestion utilizing 3x relative priority scheduling. The data improves the order in which your data is processed during high-traffic times (does not affect network access). Coverage not available in some areas.	Yes
N/A	N/A	Unlimited talk, text, and data on our advanced network 8GB of high-speed mobile hotspot data (with unlimited 8G hotspot speed; thereafter) with no annual service contracts or data overages. Unlimited data roaming (speeds may vary) and stream up to 4K UHD video on capable device when feature is activated, or video typically streams on device in SD quality. Call, text, and use up to 5GB of 5G LTE data in Mexico and Canada at no extra charge. Unlimited international texting, low-rate calling, and up to 5GB of high-speed data in more than 210+ countries and destinations (and then up to 256Kbps speeds). Unlimited in-flight Wi-Fi with streaming and texting where available. Free Scam Shield Includes T-Satellite coverage for areas without cell service, connecting you almost anywhere you can see the sky (compatible device required). Network prioritization in times of extreme congestion utilizing 3x relative priority scheduling. The data improves the order in which your data is processed during high-traffic times (does not affect network access). Coverage not available in some areas.	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Mobile Device Management Subscription	Yes
N/A	N/A	Minimum of 25 licenses required	Yes
N/A	N/A	Minimum of 25 licenses required	Yes
N/A	N/A	Minimum of 25 licenses required, Add On Assist Feature to WVPS1 under 500 subscriptions	Yes
N/A	N/A	Minimum of 25, Educational Institutions only	Yes
N/A	N/A	Minimum of 25 licenses required	Yes
N/A	N/A	Minimum of 25 licenses required	Yes
N/A	N/A	Minimum of 25 licenses required, Add On Assist Feature to WVPS1 500+ subscriptions	Yes
N/A	N/A	One-time deployment fee	Yes
N/A	N/A	One-time deployment fee	Yes
N/A	N/A	One-time deployment fee	Yes
N/A	N/A	•Unlimited High-Speed Internet •No Data Caps •Static IP Allowed ($2 buy-up) •No Content Filter •Voice Barred •No Roaming •During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. •Subsidized Device Included	Yes
N/A	N/A	•Subsidized Device may be Available, Subject to Change •Unlimited High-Speed Internet •No Data Caps •Static IP Allowed ($2 buy-up) •No Content Filter •Voice Barred •No Roaming •Video Streams in SD • Domestic data roaming (50MB/mo.) • Unlimited data at 128Kbps when you travel to any of 210+ countries and destinations so you can stay connected when you're abroad. •For use with wireless routers Subsidy or SIM Only •All on-network data counts towards Tier-use limits (50GB). Users>50GB may notice reduced speeds until next bill cycle due to data prioritization •During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization.	Yes
N/A	N/A	•Includes 20GB of pooled Fixed Wireless Internet data on our LTE high-speed network. •$0.75 for each GB after limit, partial megabytes rounded up. may notice speeds lower than other customers due to data prioritization.	Yes
N/A	N/A	•Includes 100GB of pooled Fixed Wireless Internet data on our LTE high-speed network. •$0.75 for each GB after limit, partial megabytes rounded up.	Yes
N/A	N/A	• Unlimited data on our 4G LTE & 5G network with no overages. • Up to 50GB LTE data in Canada and Mexico, then unlimited at 2G speeds.	Yes
N/A	N/A	•Unlimited High-Speed Internet •No Data Caps •Static IP Allowed ($2 buy-up) •Education-grade content filtering not included, optional Education-grade filtering now available at $0 cost •Voice Barred •During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization •Plan restricted to K-12 education customers only •200 Megabytes of domestic roaming	Yes
N/A	N/A	• Unified communications solution that integrates mobile network calling directly with Microsoft Teams, enabling seamless voice experiences across phone and data networks. • This enables the customer the customer to make/receive calls from the Microsoft Teams Client using a T-Mobile Native Number.	yes
N/A	N/A	• This enables Rin customer to make voice calls from the Microsoft Teams Client using a T-Mobile Virtual Number	yes
N/A	N/A	• This enables a T-Mobile Virtual Number to be used for a Service Number for Auto Attendant and Call Queues etc.	yes
N/A	N/A	Inseego Connect Access provides access to Inseego Connect, a cloud based remote manager, for T-Mobile provided Inseego routers. This service provides Manager level access to the customer's sub-account on T-Mobile's Inseego Connect instance, which allows for remote management of devices. Please note that for any Inseego device delivered with a Government Internet or Government Hotspot rate plan, customer cannot move or register these devices to their own Inseego Connect instance.	Yes
N/A	N/A	•Inseego Connect Access provides access to Inseego Connect, a cloud based remote manager, for T-Mobile provided Inseego routers. •This service provides Manager level access to the customer's sub-account on T-Mobile's Inseego Connect instance, which allows for remote management of devices. •Please note that for any Inseego device delivered with a Business Internet or 5GH Internet Unlimited rate plan, customer cannot move or register these devices to their own Inseego Connect instance. •FeatureIs only available with Government HSI rate plan on the Available Inseego HSI Device.	Yes
N/A	N/A	•Includes 50GB of high-speed data, then 600kbps thereafter •Includes 250MB of domestic roaming data •Includes 5GB of high-speed data in Canada and Mexico and up to 5GB of high-speed data in 210+ countries and destinations, then unlimited data up to 256kbps speeds thereafter. •Video typically streams on laptop at SD quality. •During congestion, customers on this plan may notice speeds lower than other customers.	Yes
N/A	N/A	•Includes 100GB of high-speed data, then 600kbps thereafter •Includes 250MB of domestic roaming data •Includes 5GB of high-speed data in Canada and Mexico and up to 5GB of high-speed data in 210+ countries and destinations, then unlimited data up to 256kbps speeds thereafter. •Video typically streams on laptop at SD quality. •During congestion, customers on this plan may notice speeds lower than other customers.	Yes
N/A	N/A	•Unlimited high-speed internet connectivity •Video streams in SD • Domestic data roaming (50MB/mo.) • Unlimited data at 128Kbps when you travel to any of 210+ countries and destinations so you can stay connected when you're abroad. •For use with wireless routers Subsidy or SIM Only •Voice barred •All on-network data counts towards Tier-use limits (50GB). Users>50GB may notice reduced speeds until next bill cycle due to data prioritization.	Yes
N/A	N/A	•This mobile internet plan provides unlimited high-speed data for use with connected WiFi routers. •This plan is designed for use by eligible customers participating in the 2025-2026 E-Rate program •This plan is intended for Educational/Government use only. •Customer execution of E-Rate Addendum document may be required by T-Mobile	Yes
N/A	N/A	Available for 2025-2026 E-rate program only Professional Installation package Internal Antenna, One time Fee	Yes
N/A	N/A	Available for 2025-2026 E-rate program only Professional Installation package External Antenna, One time Fee	Yes
N/A	N/A	•This mobile internet plan provides unlimited data for use with tablets and hotspot hardware. •This plan is designed for use by eligible customers participating in the 2025-2026 E-Rate Program. •This plan is intended for Educational/Government use only. •Customer execution of E-Rate Addendum document may be required by T-Mobile	Yes
N/A	N/A	•Unlimited High-Speed Internet •No Data Caps •Static IP Allowed ($2 buy-up) •Education-grade content filtering not included, optional Education-grade filtering now available at $0 cost •Voice Barred •During congestion, customers on this plan may notice speeds lower than other customers due to data prioritization. •Plan restricted to K-12 education customers participating in the 2026-2028 E-Rate Program. •200 Megabytes of domestic roaming •Customer execution of E-Rate Addendum document may be required by T-Mobile	No
N/A	N/A	Available for 2025-2026 E-rate program only Professional Installation Low-cost package, One time Fee	No
N/A	N/A	Available for 2025-2026 E-rate program only Professional Installation Standard package, One time Fee	No
N/A	N/A	Available for 2025-2026 E-rate program only Professional Installation Premium package, One time Fee	No
N/A	N/A	•Hours of Service, •MTA and Temperature Monitoring functionality over the Base plan. •Desired toward assisting fleets in meeting a range of compliance regulations in the United States •Unlimited Data (512 Kbps speed). •Canada and Mexico roaming (all other Data, texting, and low flat-rate calling abroad countries blocked) •Unlimited domestic roaming •Device is eligible for EIP Customers will be required to sign an GeoLab Addendum to purchase the GeoLab solution.	Yes

N/A	N/A	•The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium sensors including Electric Vehicles. •Monthly service fee includes a GeoLab GO device, harness, and GeoLab Pro Plus solution. •Basic installation services are not included. •Taxes and fees are itemized separately •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Data, texting, and low-flat-rate calling abroad countries blocked) •Unlimited domestic roaming Customers will be required to sign an GeoLab Addendum to purchase the GeoLab solution.	Yes
N/A	N/A	•The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium sensors including Electric Vehicles. •Monthly service fee includes a GeoLab GO device, harness, and GeoLab Pro Plus solution. •Basic installation services are included. •Taxes and fees are itemized separately •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Data, texting, and low-flat-rate calling abroad countries blocked) •Unlimited domestic roaming Customers will be required to sign an GeoLab Addendum to purchase the GeoLab solution.	Yes
N/A	N/A	•Public Works is a scalable and robust solution for government fleet management. It helps government agencies manage vehicles such as salt spreaders, snow plows, street sweepers and waste management vehicles. •Monthly service fee includes a GeoLab GO device, harness, and GeoLab Pro Plus solution. •The Winter Operations solution also requires ICE•WINGS Cable for an additional cost. •Unlimited Data (512 kbps speed) •Installation services are not included. •Taxes and fees are itemized separately •Canada and Mexico roaming (all other Data, texting, and low-flat-rate calling abroad countries blocked) •Unlimited domestic roaming •Device is eligible for EIP Customers will be required to sign an GeoLab Addendum to purchase the GeoLab solution.	Yes
N/A	N/A	•Public Works is a scalable and robust solution for government fleet management. It helps government agencies manage vehicles such as salt spreaders, snow plows, street sweepers and waste management vehicles. •Monthly service fee includes a GeoLab GO device, harness, and GeoLab Pro Plus solution. •The Winter Operations solution also requires ICE•WINGS Cable for an additional cost. •Unlimited Data (512 kbps speed) •Basic installation services are included. •Taxes and fees are itemized separately •Canada and Mexico roaming (all other Data, texting, and low-flat-rate calling abroad countries blocked) •Unlimited domestic roaming •Device is eligible for EIP Customers will be required to sign an GeoLab Addendum to purchase the GeoLab solution.	Yes
N/A	N/A	•The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium sensors Electric Vehicles. •Minimum 100 lines •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Data, texting, and low-flat-rate calling abroad countries blocked) •Unlimited domestic roaming •Device is eligible for EIP Customers will be required to sign an GeoLab Addendum to purchase the GeoLab solution.	
N/A	N/A	•Unlimited data •Data plan that will throttle when it reaches 2GB of data usage. •Optimized video streaming at 480p •10GMB Domestic data roaming •Canada and Mexico roaming (all other Data, texting, and low-flat-rate calling abroad countries blocked) Customers will be required to sign an GeoLab Addendum to purchase the GeoLab solution.	Yes
N/A	N/A	•GPS location •Unlimited Data (512 kbps speed) •Canada and Mexico roaming (all other Simple Global countries blocked) •Unlimited domestic roaming •Device is eligible for EIP	Yes
N/A	N/A		
N/A	N/A		
N/A	N/A		
N/A	N/A		
N/A	N/A	VANTAcode is a suite of LTE enabled asset tracking products and devices that provide Customer with visibility to; monitor its assets by enabling alerts to pinpoint and manage location of assets on a cloud-based portal. Customers will be required to sign a VANTAcode Asset Tracking Addendum to purchase VANTAcode services	Yes
N/A	N/A	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Requires an active Voice line with data. • The Multiline app is only available on iOS or Android smartphone platforms. • Tax Exclusive.	Yes
N/A	N/A	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Plus includes message capture, message opt-in/out, message blocking, and message broadcasting. • Requires an active Voice line with data. • The Multiline app is only available on iOS or Android smartphone platforms. • Tax Exclusive.	Yes
N/A	N/A	• Highly-secure and compliant enterprise-grade app that puts a separate fully functional work phone with a business number on any smartphone, regardless of what wireless service provider they use. • Includes message capture, message opt-in/out, message blocking, message broadcasting, and call recording. • Requires an active Voice line with data. •The Multiline app is only available on iOS or Android smartphone platforms. •Tax Exclusive.	Yes
N/A	N/A	• A mobile-first solution to modernize fixed-line PBX communication systems with Multiline integration. •Supports messaging only. •The Multiline app is available on most Apple iOS and Android smartphone platforms. •Plus taxes & fees.	Yes
N/A	N/A	Blackberry Dynamics integration add-on feature integrates your Multiline app with your Blackberry Unified Endpoint Management (UEM). Blackberry Unified Endpoint Management is purchased separately and is not provided directly by T-Mobile.	Yes
N/A	N/A	Microsoft Intune integration add-on feature integrates your Multiline app with your Microsoft Intune Mobile Device Manager (MDM). Microsoft Intune is purchased separately and not provided directly from T-Mobile.	Yes
N/A	N/A	Multiline Microsoft Teams Calling integration add-on allows for making and receiving calls with a Multiline number directly within Microsoft Teams. Microsoft Teams is purchased separately and is not provided directly by T-Mobile.	Yes
N/A	N/A	Microsoft Teams Desktop Add-On for Messaging enables customers to send and receive SMS messages from within the Microsoft Teams desktop interface. Microsoft Teams is purchased separately and is not provided directly by T-Mobile.	Yes
N/A	N/A	Salesforce integration add-on feature integrates your Multiline app with your Enterprise Salesforce Organization. Enterprise Salesforce Organization is purchased separately and is not provided directly by T-Mobile.	Yes
N/A	N/A	WhatsApp Messaging Channel add-on feature allows compliant WhatsApp messaging directly inside of your Multiline app. WhatsApp services are purchased separately and are not provided directly by T-Mobile.	Yes
N/A	N/A	Discounted calling from the U.S. to landlines in over 70 countries and destinations and mobile numbers in over 80 countries located outside the U.S.	Yes
N/A	N/A	An automated process to push the recordings to the client using encrypted HTTP. This push would be in a CSV file which contains voice metadata and/or SMS metadata and SMS content. Associated media for voice content will be pushed separately. The records and media on Movius Cloud are then securely purged. The client is responsible for ensuring their archiving vendor can ingest these files.	Yes
N/A	N/A	Movius has exposed APIs that allow a client to extract recordings on the Movius Platform. Recordings must be extracted within 72 hours.	Yes
N/A	N/A	Secure connection from Movius Cloud to Client Data Center. Calls are streamed live to the Client DC — no recording or storage on Movius at all. In the event the live stream to Client DC fails for some reason, the actual call will be dropped to ensure a call will not occur if recording fails.	Yes
N/A	N/A	Allow listing of first User's IP Addresses for Movius Management Portal (MMP) admin access and API URLs.	Yes
N/A	N/A	This is an annual charge that goes with the "SIPREC Call Recording" Add-on. Includes recurring costs for the connection from Movius to an agreed-upon IBM Point of Presence and associated traffic charges.	Yes
N/A	N/A	• POTS (Plain Old Telephone Service) replacement product for copper wire devices. • AirDial is setup, either on the wall or on a flat surface, where the landline connects to a PBX. • The existing connection will be replaced by a wireless connection provided by T-Mobile. • Supports up to four analog connections and contains Dual SIM slots. • Alsolvis remote-monitoring through an online portal, making it easy to view the status of AirDial devices at a glance. •AirDial services are provided on a month-to-month basis. •Customers will be required to sign an Ooma AirDial addendum to purchase the Ooma AirDial solution.	Yes
NA	NA	• POTS (Plain Old Telephone Service) replacement product for copper wire devices. • AirDial is setup, either on the wall or on a flat surface, where the landline connects to a PBX. • The existing connection will be replaced by a wireless connection provided by T-Mobile. • Supports up to four analog connections and contains Dual SIM slots. • Alsolvis remote-monitoring through an online portal, making it easy to view the status of AirDial devices at a glance. •AirDial services are provided on a month-to-month basis. •Customers will be required to sign an Ooma AirDial addendum to purchase	Yes
N/A	N/A		Yes
N/A	N/A		Yes
N/A	N/A		Yes
NA	NA		Yes
NA	NA		Yes
NA	NA		Yes
NA	NA	Turnkey Wireless POTS (Plain Old Telephone Service) solution powered by MarketSpark.	Yes
NA	NA	Helps customers mitigate problems associated with end-of-life-copper.	Yes
NA	NA	Enables customers to leverage T-Mobile wireless service.	Yes
NA	NA	Maintains connectivity of legacy life-safety applications (fire panels, security alarms, elevators).	Yes
NA	NA	Fully managed, platform-based solution.	Yes
NA	NA	Customers required to sign a MarketSpark Addendum to purchase the solution.	Yes
NA	NA	MRC and setup charges do not include taxes, fees, or surcharges.	Yes
NA	NA	Not HIPAA/NIST authorized.	Yes
NA	NA		Yes
NA	NA		Yes
NA	NA		Yes
NA	NA		Yes
NA	NA		Yes
NA	NA		Yes

Line	Department	Mar-26	Apr-26	May - Sep (Estimate Monthly)	FY26 Remaining Projection
1	City Council - 1010501	283.97	285.92	286.00	1,993.90
2	City Managers Office - 1011001	154.95	155.95	156.00	1,063.45
3	CD Planning - 1016010	28.70	161.15	162.00	876.83
4	Engineering - 1016005	199.20	241.16	242.00	1,368.33
5	Fire Operations - 1014502	939.96	947.81	950.00	6,491.75
6	Fire EMS - 1014503	290.74	292.75	300.00	2,048.25
7	Fire Emergency Mgmt - 1014505	650.61	654.96	655.00	4,574.96
8	IT - 1013001	626.02	404.33	405.00	2,504.83
9	Meter Services - 5017020	58.69	118.11	120.00	692.16
10	PD - 1014001	5,019.29	5,286.67	5,300.00	35,284.94
11	PW Admin - 1015001	195.20	167.03	170.00	1,018.00
12	Animal Shelter - 1014020	146.62	153.98	155.00	916.48
13	Code Enforcement	216.91	287.61	288.00	1,479.01
14	HR - 1012501	146.55	177.12	178.00	1,037.25
15	PW Streets - 1015005	361.65	409.99	410.00	2,299.48
16	Community Engagement - 1011010	814.96	256.12	257.00	1,413.62
17	City Secretary - 1011501	34.24	34.48	35.00	244.30
18	PW Vehicle Maintenance - 1015010	63.62	70.93	71.00	473.64
19	Fire Prevention - 1014504	58.01	693.31	695.00	3,619.22
20	Utility Billing - 5017001	29.31	62.90	63.00	374.32
21	CD Building Inspection - 1016020	117.24	152.60	155.00	849.88
22	Economic Development - 1016001	29.31	29.52	30.00	193.06
23	Park Maintenance - 1015505	117.24	152.60	155.00	826.46
24	RCC Parks Admin- 1015501	29.31	29.52	30.00	201.46
25	RCC Community Centre - 1015510	0.00		0.00	32.82
		$10,612.30	$11,226.52		$71,878.40

*NOTE: Based on CURRENT phones lines. Subject to change with the addition of City employees.

** Totals for calculations: March + April + (May thru Sep *5)

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 5.A.

Title
Consider action to adopt a resolution appointing a representative to the Dallas Area Rapid Transit (DART) Board of Directors.

Staff Representative
Jeff Winget, Mayor

Executive Summary
As a member city of DART, Rowlett has representation on their Board of Directors in partnership with the Cities of Garland and Glenn Heights. This appointment is for a two-year position. It is now time to reappoint this member.

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 September 16, 1997, former Mayor Mark Enoch was first appointed by Resolution No. 09-16-97 to represent the cities of Rowlett, Garland and Farmers Branch. In 2011, a reallocation of representation occurred based on 2010 census data. The City of Rowlett now shares a board member with the Cities of Garland and Glenn Heights. Mr. Enoch has been reappointed in two-year increments ever since his original appointment.

Discussion
DART has notified the City that the term will be ending and is requesting that Rowlett pass a resolution to appoint a representative to the DART Board. Former Rowlett Mayor Mark Enoch currently serves in this capacity.

According to the DART Board of Directors Bylaws, the General Powers are as follows:

> *"The responsibility for the operation and control of the properties belonging to DART is vested in the Board of Directors (the "Board"). The Board may exercise responsibility by appointing and prescribing compensation for a chief executive*

officer whom the Board may designate as an executive director or a general manager and who shall administer the daily operations of DART and employ persons, firms, partnerships, or corporations deemed necessary by the Board for the conduct of the affairs of DART. The Board may appoint auditors, and attorneys and prescribe the duties, tenure, and compensation of each."

Members of DART's Board of Directors serve two-year terms pursuant to Section 452.578 of the Texas Transportation Code. Mr. Enoch was appointed to represent Rowlett. His term of office will expire June 30, 2026.

Mr. Enoch has indicated he would like to continue serving Rowlett, Glenn Heights and Garland on the DART Board.

Financial/Budget Implications
N/A

Recommended Action
Approve adoption of a resolution appointing a representative to the Dallas Area Rapid Transit (DART) Board of Directors.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND AFFIRMING THE APPOINTMENT OF A SHARED BOARD MEMBER WITH THE CITIES OF GLENN HEIGHTS AND GARLAND TO SERVE ON THE DALLAS AREA RAPID TRANSIT (DART) BOARD OF DIRECTORS AS PROVIDED IN SECTION 452 OF THE TEXAS TRANSPORTATION CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 452.578 of the Texas Transportation Code provides for the appointment of board members to DART's Board of Directors for two-year terms; and

WHEREAS, former Mayor Mark Enoch has served as the duly appointed board member representing the Cities of Rowlett, Garland and Glenn Heights since 2010, having previously served as the duly appointed representative of the Cities of Rowlett, Garland and Farmers Branch from 1998 through 2010; and

WHEREAS, the City Council of the City of Rowlett has duly considered candidates for the fractional allocation for a shared member with the Cities of Garland and Glenn Heights.

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

Section 1: The City of Rowlett concurs with the Cities of Garland and Glenn Heights on the selection of _____ as the shared DART Board Member for a two-year term.

Section 2: This resolution shall become effective immediately upon its

passage.

Attachments

1. 05.26.26 Letter to Mayor Winget

Mark C. Enoch
1805 Faulkner Dr
Rowlett, TX 75088

May 26, 2026

Honorable Jeff Winget, Mayor (and Council Members)
City of Rowlett, Texas
4000 Main Street
Rowlett, TX 75088
Also to: jwinget@rowlett.com

Re: Dallas Area Rapid Transit director appointment

Dear Mayor Winget and Honorable Council Members,

As you know, I have had the privilege of serving as our city's representative to the DART Board of Directors for many years. It is an honor that I cherish and do not take for granted. I spend my time working on what DART can do better, and specifically for the citizens of Rowlett, my home for the past 44 years.

As a member of the Board, I serve two year terms. The last time you kindly appointed me to serve was July of 2024 and thus, it is time to once again decide on who you want to serve in this position. This decision should be made quickly with your resolution forwarded to DART no later than the end of July.

As you know, over the past year and a half, the Board had many rounds of discussions with local mayors and city managers about how the Board can be more effective for the member cities. The Board then approved a plan that, with the assistance of member cities, we will propose to the next legislature. In that proposal, Rowlett would have its own seat on the Board, not sharing it with Garland and Glenn Heights as it now does.

In the meantime, I respectfully request that you reappoint me to serve on your behalf. As always, should there be any questions, please don't hesitate to call.

Thank you for the opportunity to serve Rowlett and I hope it will continue.

Sincerely,

Mark C. Enoch

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 5.B.

Title
Conduct a public hearing and consider action to adopt an ordinance adopting the Standards of Care for Youth Programs offered by the Rowlett Parks and Recreation Department.

Staff Representative
Ryan Mullins, Director of Parks & Rec

Executive Summary
The Parks and Recreation Department is required to bring the Standards of Care for Youth Programs before the Council for a public hearing and approval annually as required by Section 42.041(b)(14) of the Chid Care Standards and Regulations of the Texas Human Resources Code.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
ENHANCE QUALITY OF LIFE	4.4 Create spaces, activities, and events for the arts, cultural enrichment, and community celebrations. 4.5 Provide adult, youth, literacy, and digital media services and facilities. 4.6 Support programs and resources for lifelong learning.

Background Information
The State of Texas Human Resources Code Chapter 42, Subchapter C, Section 42.041(b)(14) exempts an elementary-age (ages 5-13) recreation program operated by a municipality from State child care licensing requirements provided: (1) the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs; (2) the ordinance includes, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; (3) the approved standards are provided to the parents of each program participant; (4) parents are informed that the program is not licensed by the State; and (5) the program is not advertised as a child care facility.

Discussion
Annually, the Rowlett Parks and Recreation Department hosts two weekly summer

camp programs for children ranging in age from 5.5 to 11 years. To comply with Texas State law, a public hearing is required and staff is seeking adoption of the Standards of Care for Youth Programs following completion of the public hearing. There have been no changes to the standards since last year and thus this is merely a readoption of the current standards.

Financial/Budget Implications
N/A

Recommended Action
Conduct a public hearing and adopt the ordinance adopting Standards of Care for Youth Programs offered by the Rowlett Parks and Recreation Department.

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED BY THE ROWLETT PARKS AND RECREATION DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Human Resource Code, Section 42.041(b)(14), establishes requirements to exempt recreational programs operated by municipalities for elementary age (5.5-12) children from State child-care licensing; and

WHEREAS, in order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program, then submit a copy of program standards, a notice of the public hearing for the program and a copy of the ordinance adopting the standards to the State; and

WHEREAS, the City Council, after conducting a public hearing and affording a full and fair hearing to all citizens, and in the exercise of legislative discretion, has concluded that the attached standards of care should be approved.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:

SECTION 1. The standards of care for youth programs offered by the Parks and Recreation Department of the City of Rowlett, Texas, attached hereto as **Exhibit "A"**, are hereby adopted and approved. As required by Texas Human Resource Code, section 42.041(b)(14), the Standards adopted by this ordinance include staffing ratios; minimum staff qualifications; minimum facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.

SECTION 2. In compliance with Texas Human Resource Code, section 42.041(b)(14), a copy of the adopted Standards of Care for Youth Programs shall be provided by the Director of the Parks and Recreation Department of the City of Rowlett or his/her designee to the parents of each participant in any youth program offered by the Parks and Recreation Department.

SECTION 3. All provisions of the ordinances of the City of Rowlett in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5. This Ordinance shall take effect upon its passage and the publication of the caption, as the law and charter in such cases provide.

Attachments

1. Exhibit A - Youth Programs Standards of Care

CITY OF ROWLETT YOUTH PROGRAMS
STANDARDS OF CARE

I. PURPOSE

To provide basic childcare regulations for recreation activities operated by the Rowlett Parks and Recreation Department. This will allow the department to qualify as exempt from requirements of the Texas Human Resources Code.

II. DEFINITIONS

- City - City of Rowlett
- City Council - City Council of the City of Rowlett, Texas
- Department - Parks and Recreation
- Youth Program(s) - City of Rowlett Youth Programs that last one consecutive week (five days) or longer.
- Operations Manual - Notebook of policies, procedures, required forms, organizational and programming information relevant to City of Rowlett Youth Programs.
- Program Manual - Notebook of information given to Activity Leaders which includes rosters, attendance sheets, lesson plans, disciplinary action forms, etc.
- Director - City of Rowlett Parks and Recreation Department Director or his/her designee.
- Recreation Programmer - City of Rowlett staff who has been assigned administrative responsibility for a City of Rowlett Youth Programs under the supervision of the Recreation Supervisor.
- Recreation Aide - City of Rowlett seasonal staff, temporary staff who has been assigned responsibility to implement the City's Youth Programs under supervision of the Recreation Programmer.
- Program Site - Area or facilities where City of Rowlett Youth Programs are held.
- Participant - A youth whose parent(s) or guardian(s) have completed all required registration procedures and are determined to be eligible for a City of Rowlett Youth Program.
- Parent(s) - This term will be used to represent one or both parent(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in the City of Rowlett Youth Program.
- Program Staff - Term used to describe the person or persons who have been hired or have volunteered to work for the City of Rowlett and have been assigned responsibility for managing, administering, or implementing some or all portions of the Rowlett Youth Programs. This definition also includes Recreation Programmer, and Rec Aide.

III. ORGANIZATION

A. Implementation of the Rowlett Youth Programs Standards of Care is the
    a. responsibility of Parks and Recreation staff and program staff.

B. Youth Programs to which these Standards of Care will apply are Rowlett Rangers Camp, Camp Pecan and other non-school day programs that last one consecutive:
    - week (five days) or longer.

C. Each Program Site will have a current copy of the Standards of Care available for the public and program staff.

D. Parents of participants will be given access to a current copy of the Standards of Care prior to the start of the Youth Program, preferably during the registration process. It remains accessible on our website throughout the duration of the program.

E. Criminal background checks will be conducted on prospective program staff. If results of the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
    - A felony or a misdemeanor classified as an offense against a person or family,
    - A felony or a misdemeanor classified as public indecency,
    - A felony or a misdemeanor violation of any law intended to control the possession or distribution of any controlled substance,
    - Any offense involving moral turpitude, or
    - Any offense that would potentially put the City of Rowlett or participants at risk.
    - In addition, checks of the Texas Department of Public Safety database for the Texas Sex Offender Registration Program will be conducted on prospective Program Staff. If results of the check indicate that an applicant is a registered sex offender, he or she will not be considered for employment.

IV. FISCAL MANAGEMENT

- The program will follow the written policies and procedures of fiscal management set forth by the City of Rowlett.
- The program will have sound fiscal management and operational oversight of the program.
- The program will have a written budget. Financial statements of the program will be reviewed regularly by the Director and adjustments will be made as needed.

V. STAFFING

A. Recreation Programmer-Job Descriptions and Essential Job Functions

Essential Job Functions:

- Supervises Recreation Aide positions; trains and educates workers concerning City and departmental policies and procedures; supervises and administers program activities on campus site for youth program participants.
- Supervises and trains summer workers in the City and Parks and Recreation policies and procedures; manages and administers the Youth Program.
- Prepares and schedules on and off campus site activities.
- Drives to each activity site to supervise and train employees; oversees, administers, and monitors program activities. Maintains program documentation and responds to "on-call" situations.
- On-call during youth program hours for any problem or situation which may arise which involves the Youth Program and activities.
- Other Miscellaneous Duties: Parent and child counseling, child behavior management.

Minimum Requirements:

- An associate degree in education, Recreation Administration, or related field is required. A commensurate combination of education and experience may be considered.
- Two years' supervisory experience working with children in recreation and/or education setting is required.
- Valid Texas Driver's License with acceptable driving record.
- CPR/First Aid Ce1tification is required during week of training.

B. Recreation Aide - Job Descriptions and Essential Job Functions

Essential Job Functions:

- Performs child supervision duties for both on and off campus program activities; administers first aid; enforces adherence to safety rules; fills out handwritten forms; performs safety inspections daily.
- Administers recreation activities on a campus site including structured activities: bowling, skating, swimming, movies, and special field trips.
- Maintains program site’s area; cleans floors; picks up trash; cleans bathrooms and performs other janitorial work as needed.

Minimum Qualifications:

- Must be at least 15years of age.
- Required to work a full length the program.

C. Training /Orientation

- The Department is responsible for providing training and orientation to Youth Program staff in working with Participants and for specific job responsibilities. The Recreation Programmer will provide each Leader with a Staff Handbook specific to each Youth Program.
- Program Staff must be familiar with the Standards of Care for Youth Programs as adopted by the City Council.
- Program Staff must be familiar with the Youth Program's policies, including discipline, guidance, and release of Participants as outlined in the Staff Handbook.
- Program Staff will be trained in appropriate procedures to handle emergencies.
- Program Staff will be trained in areas including City, Department, and Youth Program policies and procedures, recreation activities organization, safety issues, program organization, and other areas as required by assigned Youth Program.
- Program Staff will be required to sign an acknowledgment that they have received the required training.

D. Criminal Background Checks and Drug Testing:

- Criminal background checks will be conducted on prospective employees. Applicants may be disqualified if they have a job- related criminal conviction. A prospective employee will be subject to a drug test prior to hiring.
- Before being hired, applicants must successfully complete a qualifying interview, clear a criminal history background check, and pass a drug test.

E. Staffing Ratios:

- In a Youth Program, the standard ratio of Participants to Program Staff is 15 to 1, based on average daily attendance. In the event a Rec Aide is unable to report to the Program Site, the Recreation Programmer will assign a replacement.
- Ratios may be adjusted to provide adequate supervision during higher risk activities, such as field trips, swimming, etc. (Ex. Some field trips require a ratio of 1:5 and pool ratio is 1:10)
- Each Participant will have a Program Staff who is responsible for them and who is aware of details of the Participant's habits, interests and any special needs as identified by the Participant’s Parents during the registration process.

VI. PROGRAM OPERATIONS

A. Enrollment

1. Before a child can become a Youth Program Participant, a parent or guardian must register their child and provide the following information:

- Name, address, cell phone, work phone, and home telephone numbers.
- Contact names and telephone numbers in case of emergency.
- The names and telephone numbers of people to whom the child can be released. Included in registration as "Authorized Pickups."
- A statement of the child's special conditions and/or needs
- Emergency medical authorization with doctor's name and telephone number.
- A signed liability waiver
- A signed release to participate in Youth Programs, including water activities, riding the bus, bowling, movies, and field trips.
- Designation of need for reasonable accommodations
- Signed acknowledgement of program code of conduct; and
- Week(s) of participation
- Whether or not photography of the Participant is permitted

B. Special Needs

- The parent should inform Program Staff in writing of any Participant needs that would affect their ability to participate in organized group activities.
- The City is committed to providing children with an equal opportunity to participate in the City's programs and services in accordance with the Americans with Disabilities Act (ADA). Any requests for accommodations will be individually assessed to determine the reasonableness of the request, and if the City can meet the particular needs of the Participant without fundamentally altering the program or services involved. Every reasonable accommodation will be made to address Participants with special needs.

C. Field Trips & Transportation

- Program Staff will be attentive and considerate of the Participant’s safety on field trips and during any transportation provided by the Youth Program.
- During field trips, Program Staff will have authorization for emergency medical care and emergency contact information for each Participant.
- Program Staff will have a written list of the Participant’s in their group and must check the roll frequently, specifically before departure to and from destination.
- Program Staff will have first aid supplies.

- Before a Participant can be transported to and from City sponsored activities, the parent must give their permission.
- First aid supplies will be available in all Youth Program vehicles that transport Participant's.
- There will be at least one staff member in the vehicle that is certified in CPR, First Aid, and AED.
- Before a participant may be transported to or from a city-sponsored activity, a transportation form, completed by a parent of the participant, must be filed with a coordinator.
- Every program vehicle used for transporting youth participants must be equipped with:
    a. First aid supplies and a first aid emergency care guide that are easily accessible to program employees in the vehicle.
    b. An operable fire extinguisher that is installed in the passenger compartment of the vehicle and that is easily accessible to program employees in the vehicle.

D. Participant Pick Up & Drop Off

- Completed registration information, including pick-up authorization, must be on file for each Participant.
- These forms must be updated each year.
- The original signer of the Pick-Up Authorization Form may contact Recreation Staff by email or in person to add a new Authorized Person, with written notification.
- Participants must only be signed out by an Authorized Person listed on the Pick-Up Authorization Form. One leadership staff person must monitor the sign in/out duties each day.
- Authorized Persons must present picture ID to pick up a Participant.
- Authorized persons must be 18 or older unless the person is 16 or older and a sibling of the Participant.
- Sign in/sign out sheets will be kept by the Parks and Recreation Department for two years after the Youth Program has ended.
- Participants may be signed out by a custodial parent, unless court paperwork specifying different conditions is given to Program Staff.
- Participants must be picked up by the end of the assigned Youth Program. If a child is picked up after 5:30 PM, a late fee will be assessed at a rate of $6 for every 15 minutes. If a child has not been picked up within thirty (30) minutes after the program has ended and a parent/legal guardian or emergency contact cannot be reached, the police will be called.
- If an Authorized Person attempts to pick up a Participant while appearing intoxicated, staff will ask if there is another person who can pick up the Participant.

- If any unauthorized person attempts to pick up a child, staff should:
    - Call the Recreation Programmer.
    - Politely inform the person that they do not have permission to release the child to them.
    - Ask the person to leave.
    - Move the Participant at risk to another room or area.
    - Have another Program Staff in the pick-up area.
    - The Recreation Programmer should call the original Authorized Person to inform them of the unauthorized pick-up attempt.
    - If necessary, Program Staff should call 911.

E. Discipline

- Program Staff will execute discipline and guidance in a consistent manner based on the best interests of Participants.
- There will be no cruel treatment or harsh punishment (physical or verbal abuse). Examples of discipline that IS NOT allowed, but are not limited to:
    - Using physical punishment or any action administered to the body such as, but not limited to rough handling, or forcing child(ren) to assume an uncomfortable position.
    - Restraining movement by tying, enclosing in a confined space, shaking, or using exercise as punishment.
    - Being verbally abusive, including, but not limited to, threats, belittling remarks, humiliation, embarrassment, or frightening a child.
    - Giving any child the authority to punish another child.
    - Placing a child out of visual/hearing range, in the dark, or in an unventilated area.
    - Punishing a child for a toileting accident.
    - Taunting a child by or any other form of jeering.
    - Giving preferential attention to any child over another child.
    - Group Punishments

- To protect a child from injuring themselves, other Participants, or Program staff, the child may be removed and/or isolated if deemed necessary.
- Program Staff will use brief, supervised, separation (time-out) from the group, if necessary.

1.Discipline Guidelines**:**

a. First Intervention:
    - Program staff will counsel the participant concerning behavior expectations, the appropriate behavior and the possible consequences for the behavior demonstrated.
b. Second Intervention:
    - The participant will not be allowed to participate in activities for 5 to 10 minutes (length of time will vary according to the behavior).
c. Third intervention
    - Recreation Programmer and/or Site Supervisor will talk to the parent, or person designated to pick up the participant concerning behavior.

The first three could take place in a short period of time depending on the response of the participant.

d. Fourth intervention:
    - A one-to-three-day suspension could be determined by the Recreation Programmer, depending on the severity of the behavior or incident. A parent conference may be required.
    - If you receive a Discipline Notice, your child will not be able to return to camp until parents have met with Recreation Programmer.
e. Fifth Intervention:
    - Participants will be dismissed from program for the remainder of the summer.
f. Serious offenses include, but are not limited to:
    - Disrespectful behavior toward other participants and program staff
    - Leaving the defined boundaries of site or field trip facility
    - Refusal to follow rules, policies, and staff directions
    - Physical/Verbal abuse (BULLYING) or any sort or threat WILL NOT BE TOLERATED and are grounds for dismissal from the program.
    - Possession of anything that can be considered a weapon.
    - Inappropriate or sexually provocative behaviors.
    - Possession of over the counter, illegal drugs or unauthorized prescription drugs, tobacco, or alcohol
    - Serious offenses will SKIP interventions 1 through 3 and may lead to suspension or dismissal.

Serious offenses will NOT BE TOLERATED and are grounds for IMMEDIATE dismissal from the program.

F. The following rules have been designed to provide a fun, safe and healthy environment for all children in the program. Parents are asked to read and share these procedures with their children.
    - Children will be required to follow program rules as well as any rules posted at field trip sites.
    - Children will not be allowed to show disrespect to staff or other children through actions or words.
    - Leaving the defined boundaries of any site or field trip facility will not be allowed.
    - Abusive language, mishandling of equipment, defacing of property and theft is not acceptable behavior.
    - Children will not be allowed to be physically or verbally abusive to other children.
    - Over the counter, illegal drugs or unauthorized prescription drugs, tobacco, or alcohol are not permitted on site.
    - Any weapon of any nature found in the possession of a child will be permanently confiscated and the child will be removed immediately from program and may be reported and subject to action by local law enforcement authorities.
    - Inappropriate or sexually provocative behaviors will not be tolerated and may be reported to and subject to action by the appropriate authorities.
    - Each child will help clean up after every activity.
    - If parents would like to bring a special treat for their child's birthday or other special events, they must notify the Program Staff in advance.

VII. FACILITY STANDARDS

A. Inspection/Monitoring/Enforcement
    - Program staff will perform an inspection of the facility prior to the start of the Youth Program to maintain compliance with the Standards of Care.
    - Program staff will report any issues within the facility using the forms created and available for that use.

A. Program Area
    - The Youth Program's indoor space (when applicable) meets the physical, social, emotional, and cognitive needs of Participants.
    - The Youth Program's outdoor space (when applicable) is large enough, appropriately equipped, and safe to allow Participants to be active and independent.
    - The Youth Program's space meets the needs related to planning, activities, and storage.
    - Buildings, grounds, and equipment on the Program Site are regularly inspected, cleaned, repaired, and maintained to protect Participants' health.

VIII. HEALTH & SAFETY

1. Illness or Injury
   - A Participant who is a health or safety concern to other Participants or Program Staff will not be admitted to the Youth Program.
   - Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program Staff. Participants having a temporal fever over 100.4 degrees will not be allowed back into the Youth Program for 24 hours.
   - Program Staff will follow emergency procedures for injured Participants or for Participants with symptoms of an acute illness.
   - In the event of an emergency and/or serious accident, Parents will be notified immediately. If necessary, the local ambulance service will transport the Participant to the nearest hospital.
   - In the case of a minor accident or injury (bumps and bruises), the Program Staff will administer first aid, monitor the Participant, and notify the Parents at pick-up.
   - Parents will be notified if a child is injured in a way that necessitates emergency care.
   - Program Staff will follow the recommendations of the Texas Department of State Health Services concerning the admission or readmission of any Participant after a communicable disease, and a doctor's note will be required allowing Participant's readmission to the program.
   - Parents should notify Program staff if a child has lice. Lice checks will be administered randomly and when needed. Any child found with lice will discreetly be sent home and letter will be sent out to camp parents. Child will be unable to return to camp until lice and nits have been removed. They will be checked by staff upon return.
   - If a Participant becomes sick while in the program, the Parent or Authorized Person(s) must contact staff within one hour to arrange pick up. If no contact is made within one hour after initial contact by staff, the police will be notified.
   - Participants and Program Staff will implement personal prevention practices (such as handwashing, staying home when sick, and wearing a face covering), environmental cleaning and disinfection as recommended by the Centers for Disease Control to prevent the spread of communicable diseases.
2. Safety
   - Program Staff will supervise Participants to ensure their safety.
   - Program Staff will inspect Program Sites daily checking for sanitation and safety concerns that might affect the health and safety of Participants.
   - Program Site equipment and supplies will be safe for Participants use.

- Program Staff will have first aid supplies available at each Program Site in a designated location, during transportation, and for the duration of any off-site activity.
- The Youth Program will ensure that all Program Staff working with participants are trained in CPR, First Aid, and AED.
- Participants will always have access to clean drinking water.
- Program Site air conditioners, electric fans, and heaters will be mounted out of Participant's reach or have safeguards that keep Participants from being injured.

IX. Emergencies

A. Fire/Required Evacuation

1. If there is a fire at on campus during camp hours follow the following steps:
   - Have the children line up silently at nearest exit.
   - Exit building to a secure location a safe distance away from the facility.
   - Call 911.
   - Call Recreation Programmer.
   - If the facility must be evacuated, parents will be notified by phone of the pick-up location.

B. Finding a Participant with a Weapon

- If you find a participant with a weapon (i.e. knife, gun, stun gun, firecrackers) in their bag or on them, seclude the child immediately. Call 911, wait for the police to arrive, and follow their instructions. Notify your Recreation Programmer immediately.

C. Missing Child

1. If any staff suspects a child is missing, notify the Recreation Programmer immediately. Recreation Aides will:
   - Have all children sit down and call role.
   - Notify Activity Leaders of situation and have them check the restrooms and all surrounding facilities.
   - Notify Recreation Programmer.
   - If unable to locate child after trying all of the above, contact child's parents.
   - Upon permission from parents, call 911.

D. Outside Influenced Dangers

- Intoxicated persons should be asked to leave the area by the site supervisor. Because of the unpredictability of the behavior of an intoxicated person, the police should be called to help with the situation no matter what its severity is.

- Disturbances: Disturbances originating outside the jurisdiction of the program and affecting patrons of the facility or program should be referred to the proper authorities
- RPD Non-Emergency Phone: 972.412.6200
- Animals: Wild or stray animals on site grounds, call Rowlett Animal Control at 972.412.6219
- Theft: All thefts should be reported to the Recreation Programmer. The proper action will be taken in response to the level of theft determined by the Recreation Programmer.

E. Severe Weather Procedures
   1. Thunderstorm/Lightning/Tornado
      - In the event of lightning or a thunderstorm, take all participants inside. Do not allow children go outside until the storm has passed.
      - If a tornado watch is in effect for Dallas County, all participants are to stay indoors. If a tornado warning is issued for Dallas County, the Recreation Programmer will call each site. When you receive this call, immediately have the children follow the tornado procedures:
      - Children line up silently and walk to the nearest restroom or innermost room of the building.
      - If you are in a restroom, have children line up against the wall(s), face the wall, duck down sitting on their knees and place their head as far in their lap as possible. Have all children place their hands over their heads covering their ears and neck.
      - When the tornado warning expires, you will receive a call from the Recreation Programmer to let you know it is okay to return to camp activities.

X. Communication

A. Each remote Program Site will have a cell phone to allow the Program Site to be contacted by Program Staff. Each Program Site will have access to a telephone for use in contacting Program Staff or making emergency telephone calls. At each Program Site the Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program Staff:
   - City of Rowlett ambulance or emergency medical services
   - City of Rowlett Police Department
   - City of Rowlett Fire Department
   - Parks and Recreation Department Administrative Office
   - Telephone numbers and address for the Program Site itself
   - Telephone number of Recreation Programmers office
   - Program participants' emergency contact information
   - Poison Control

XI. Suspected Abuse

A. Program Staff will receive basic training related to child abuse prevention and how to report suspected abuse.
B. Concerns about a child should be brought to the attention of the Recreation Programmer. The Recreation Programmer will then collect all relevant information by:
    - Talking to staff involved with the child for input and information
    - Talking to parents/guardians (if appropriate)
    - Contacting the Youth Services Coordinator to discuss if a report needs to be filed
C. If deemed necessary, the staff will repo1i suspected child abuse to the Texas Department of Family and Protective Services, in accordance with the Texas Family Code, telephone number, 1-800-252-5400 or filing a report at https://www.txabusehotline.org/Login/WebSiteUVRepo1i-anon.aspx.

XII. Toilet Facilities

- The Program Site will have toilets located and equipped so Participants can use them independently and Program Staff can monitor as needed.
- An adequate number of lavatories will be provided.

XIII. Sanitation

- The indoor Program Sites must have adequate light, ventilation, air conditioning and heat.
- The Program Site will have an adequate supply of water meeting the Texas Department of State Health standards for drinking water. Water will be supplied to the Participants in a safe and sanitary manner.
- All waste matters will be kept in a leak-proof container.

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 5.C.

Title
Conduct a public hearing and consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance and Map, as previously amended, by amending the zoning classification for an approximately one (1) acre parcel located at 4002 Toler Road and being more particularly described as a part of Lot 4, Block 4 of Rowlett Ranch Estates 2 in the City of Rowlett, Dallas County, Texas from Single Family Residential - 40/24 (SF-40) to Single Family Residential - 40/24 with a special use permit to allow for an accessory structure not to exceed a total of 2,400 square feet, comprised of an 1,800 square foot accessory structure and a 600 square foot attached carport (SF-40-SUP).

Staff Representative
Lilyana Morejon, Planner II

Executive Summary

Section 77-303.C of the Rowlett Development Code (RDC) requires approval of an SUP for any enclosed accessory structure exceeding 500 square feet within a residential zoning district. Additionally, Section 77-303.C.7 of the RDC requires SUP approval prior to the installation of any carport that does not meet the maximum permitted area of 500 square feet.

The applicant is requesting a Special Use Permit (SUP) to allow an approximately 2,400-square-foot accessory structure consisting of a 1,800 square foot metal building with an attached 600-square foot carport.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
STRENGTHEN NEIGHBORHOOD LIVABILITY	3.1 Value existing neighborhoods. 3.4 Support efficient development patterns and communicate clear policy guidance. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

The approximately 1-acre tract is zoned Single Family (SF-40) District, primarily intended for single-family residential development with a minimum lot area of 40,000 square feet.

The subject property is located within Rowlett Ranch Estates 2, an established residential subdivision with lot sizes of 43,500 square feet and larger, and has direct access from Toler Road.

The lot includes an approximately 2,165-square-foot, one-story primary residence with an attached 547 square foot garage. Additionally, the site contains an approximately 780 square foot pool area and an existing 288 square foot metal building in the rear yard, proposed for removal to accommodate the new metal building and carport.

Discussion

The applicant is requesting approval to construct a 2,400 square foot accessory structure consisting of an 1,800 square foot metal building with an attached 600 square foot carport.

According to the applicant, the structure will be located in the rear yard, approximately 140 feet from the front property line, more than 50 feet from the rear property line, and approximately 6 feet from the northwest property boundary, which is the closest side property line to the proposed structure, as referenced in Exhibit D.

The applicant intends to use the carport for parking and maintaining personal vehicles, and the metal building for similar purposes, as well as for a workout area and the storage of garden equipment, a UTV, a utility trailer, a dirt bike, and seasonal decorations.

Section 77-303.C.3(a) of the RDC outlines the following requirements for all accessory structures:

1. **The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage permitted in the zoning district or 35% of the rear yard, whichever is less.**

   The SF-40 district does not establish a maximum lot coverage requirement for the entire lot, therefore, the rear yard coverage is used to determine the allowable lot coverage. The subject property's rear yard is approximately 25,000 square feet, allowing up to 8,750 square feet of coverage. The proposed accessory structure and carport (2,400 square feet), existing pool (approximately 780 square feet), and

existing patio (288 square feet) total 3,468 square feet of impervious coverage, or approximately 13% of the rear yard area, which complies with the allowable limit.

2. **Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less.**

   The structure, including the carport, will not exceed 15 feet in height, which is lower than the primary residence, measuring approximately 22 feet in height.

3. **When an accessory structure is located in the rear yard, a minimum 3-foot side and rear setback is required.**

   The applicant proposes locating the accessory structure approximately 6 feet from northwest property line, and over 50 feet from the rear property line. Although the metal structure would comply with the requirements, the carport does not.

Section 77-303.C.7 of the RDC outlines the following requirements for carports located in front yards, side yards, or in rear yards visible from a public street:

1. **Carports shall not be located within any required front or side yard setback.**

   The subject property has a lot width of 150 feet. In the SF-40 District, the required side yard setback is the greater of 10% of the lot width or 7.5 feet. Based on this standard, the minimum required side setback is 15 feet. Because the proposed carport is attached to the metal building and is considered part of the same accessory structure, the structure is proposed to be located approximately 6 feet from the northwest property line and does not comply with the 15-foot side setback requirement of the RDC.

2. **The ceiling height shall not exceed eight feet.**

   Although the proposed carport is located in the rear yard, at approximately 140 feet from the front property line, it remains visible from the street. Therefore, in accordance with RDC regulations for carports located in front yards, side yards, or in rear yards visible from a public street the ceiling height may not exceed eight feet. The proposed design includes a maximum ceiling height of 15 feet, flush with the ceiling height of the proposed metal building and therefore does not comply with the height requirement. Although the proposed carport exceeds the maximum permitted height, it is designed as part of the accessory structure. Furthermore, the building height does not exceed the height of the primary residence.

3. **The carport shall have a pitched roof that is either a closed or opened gable or hip design that matches the existing pitch and is structurally integrated into the roof of the principal structure provided that, if the carport abuts a two-story wall of the home, the carport shall be attached to the abutting wall. The carport shall use roofing materials that substantially match the color and type**

of the roofing materials used on the principal structure.

The proposed will be a standalone accessory building that include a carport attached to an enclosed metal building, containing a 3:12 roof pitch with a maximum peak height of 15 feet.

4. **In front yards, carports shall be no greater than 500 square feet and cannot extend 20 feet beyond the front or exterior building line proper. The width of a front carport shall not exceed 40 percent of the length of the front façade of the principal structure.**

The structure is proposed to be located in the rear yard of the property.

A SUP is a formal zoning action that encourages public review and evaluation of site development features and is intended to ensure that proposed use will not have a significant adverse impact on surrounding uses, infrastructure, the transportation corridors, or on the community at large.

The approval criteria for a SUP are outlined in Section 77-206 of the RDC, and are listed below:

1. **The proposed SUP is consistent with the Comprehensive Plan and other infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations;**

   It is not uncommon for properties in a single-family district to have detached accessory structures and carports. The proposed use is not in conflict with the Comprehensive Plan and applicable state and federal regulations as it will be used as an accessory structure auxiliary to primary use.

2. **The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;**

   Accessory structures are allowed in residential zoning districts provided they meet the applicable development standards. The subject property is zoned Single-Family (SF-40) District. A Special Use Permit (SUP) is required for accessory structures, including carports located in the rear yard, that are visible from the street and/or exceed 500 square feet. This regulation ensures that the proposed development does not compromise the integrity of the surrounding built environment.

   If approved, this SUP would allow the accessory structure to be used for parking and maintaining personal vehicles, a workout area, and storage of garden equipment, a UTV, a utility trailer, a dirt bike, and seasonal decorations, and would therefore not compromise the intent of the zoning district.

3. **Whether the proposed SUP meets the challenge of some changing condition,**

trend, or fact;

The SUP does not address changing conditions, trends, or new information. However, there are over 20 lots on Toler Road extending approximately a half-mile from the subject property that contain detached accessory structures of varying sizes. None of these structures exceed the height of the primary residence, and all are located in either the rear or side yard.

Of these properties, approximately six include carports attached to accessory structures, all of which are visible from the street. Additionally, three lots within the aforementioned Toler Road have approved SUPs permitting accessory structures exceeding 500 square feet, with an average size of approximately 1,300 square feet.

4. **Whether the proposed SUP will protect or enhance the health, safety, morals, or general welfare of the public;**

   The SUP will not compromise the health, safety, morals, or general welfare of the public.

5. **Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;**

   Adequate utilities and access currently exist for the subject property. The applicant has stated that drainage from the accessory structure will be directed toward the rear of the building via gutters into the open field in the backyard.

6. **Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and**

   It is not anticipated that the proposed accessory structure will have a significant adverse impact on surrounding properties. While the carport component of the accessory structure does not comply with the required side setback and height regulations, the proposal meets all other applicable standards for accessory structures. The accessory structure does not exceed the size or height of the primary structure, complies with rear yard lot coverage, and setback requirements set forth in Section 77-303.C.3(a) of the RDC.

7. **The suitability of the subject property for the existing zoning and the proposed use sought by the SUP;**

   The proposed accessory structure is intended to serve as an incidental and subordinate use to the primary residential use of the property as a single family home. The applicant proposes to use the carport for parking and maintaining personal vehicles, and the metal building for similar purposes, including a workout area and storage of garden equipment, a UTV, utility trailer, dirt bike, and seasonal decorations. These types of accessory structures and uses are common in

residential neighborhoods and are appropriate for the residential zoning district where accessory structure will be located.

PUBLIC HEARING NOTICES

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Thirteen (13) 200-foot notices and twenty seven (27) courtesy 500-foot notices were mailed on May 8, 2026. Due to the meeting cancellation on May 26, 2026 staff re-noticed the item on May 26, 2026. As of June 5, 2026, staff has received the following:

- 200 ft. notification area: Zero (0) notice was received in opposition and zero (0) notices were received in favor.
- 500 ft. courtesy notification area: Two (2) notice was received in opposition and zero (0) notices were received in favor.

STAFF RECOMMENDATION

The proposed accessory structure complies with applicable RDC requirements, including the required 3-foot side and rear yard setbacks, consistency with the primary dwelling's size and height, and the maximum 35% rear lot coverage. Located more than 140 feet from Toler Road, the structure has limited visibility from the roadway and minimal visual impact on the surrounding neighborhood.

Although the proposed carport does not fully comply with RDC standards, as it encroaches into the required side yard setback (6 feet proposed where 15 feet is required) and exceeds the maximum permitted ceiling height (15 feet proposed where 8 feet is permitted), staff finds that these deviations do not adversely affect the surrounding built environment. The carport is integrated into the accessory structure rather than proposed as a standalone feature, and the overall development remains consistent with nearby properties containing similar accessory structures and carports proportional to their associated residences.

PLANNING AND ZONING RECOMMENDATION

This item (4B) was heard by the Planning and Zoning Commission, June 9, 2026, and received a recommendation of approval (7-0).

Financial/Budget Implications

N/A

Recommended Action

City Council may take the following actions:

- Approve
- Approve with conditions
- Deny

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE ZONING CLASSIFICATION FOR AN APPROXIMATELY ONE (1) ACRE PARCEL LOCATED AT 4002 TOLER ROAD AND BEING MORE PARTICULARLY DESCRIBED AS A PART OF LOT 4, BLOCK 4 OF ROWLETT RANCH ESTATES 2 IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS FROM SINGLE FAMILY RESIDENTIAL – 40/24 (SF-40) TO SINGLE FAMILY RESIDENTIAL – 40/24 WITH A SPECIAL USE PERMIT TO ALLOW FOR AN ACCESSORY STRUCTURE NOT TO EXCEED A TOTAL OF 2,400 SQUARE FEET, COMPRISED OF AN 1,800 SQUARE FEET ACCESSORY STRUCTURE AND A 600 SQUARE FEET ATTACHED CARPORT (SF-40-SUP); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Rowlett and the City Council of the City of Rowlett, in compliance with the laws of the State of Texas with reference to granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Rowlett is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1: The Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, be and the same are hereby amended by changing the zoning from Single Family Residential – 40/24 (SF-40) to Single Family Residential – 40/24 with a Special Use Permit to allow for an accessory structure not to exceed a total of 2,400 square feet, comprised of an 1,800 square feet accessory structure and a 600 square feet attached carport (SF-40-SUP) for an approximately one (1) acre parcel located at 4002 Toler road and being more particularly described as a part of Lot 4, Block 4 of Rowlett Ranch Estates 2 in the City of Rowlett, Dallas County Texas, and being more particularly described and/or

depicted in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

SECTION 2: Except as set forth in this ordinance, all development and use of the Property shall be in accordance with the development standards of the City of Rowlett; all development shall comply with the site plan attached hereto and incorporated herein by this reference as Exhibit “B.”

SECTION 3: The Property shall be used, developed and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended, and as amended herein, and the development, use and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein with the following exceptions:

1. One side-yard setback for the accessory structure may be reduced from 15 feet to 6 feet in the area indicated on Exhibit “B;” and
2. The maximum ceiling height may exceed 8 feet but shall not exceed 15 feet.

SECTION 4: All provisions of the 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 provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5: Should any sentence, paragraph, subdivision, clause, phrase or section 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 thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7. This ordinance shall be effective from and after its passage and publication as may be required.

Attachments

1. Attachments to Staff Report HIX 4002 Toler Road_SUP_Attachments 06092026
2. Exhibits to Ordinace_HIX 4002 Toler Road_SUP_Attachments 06092026

EXHIBIT A – STATEMENT OF INTENT AND PURPOSE

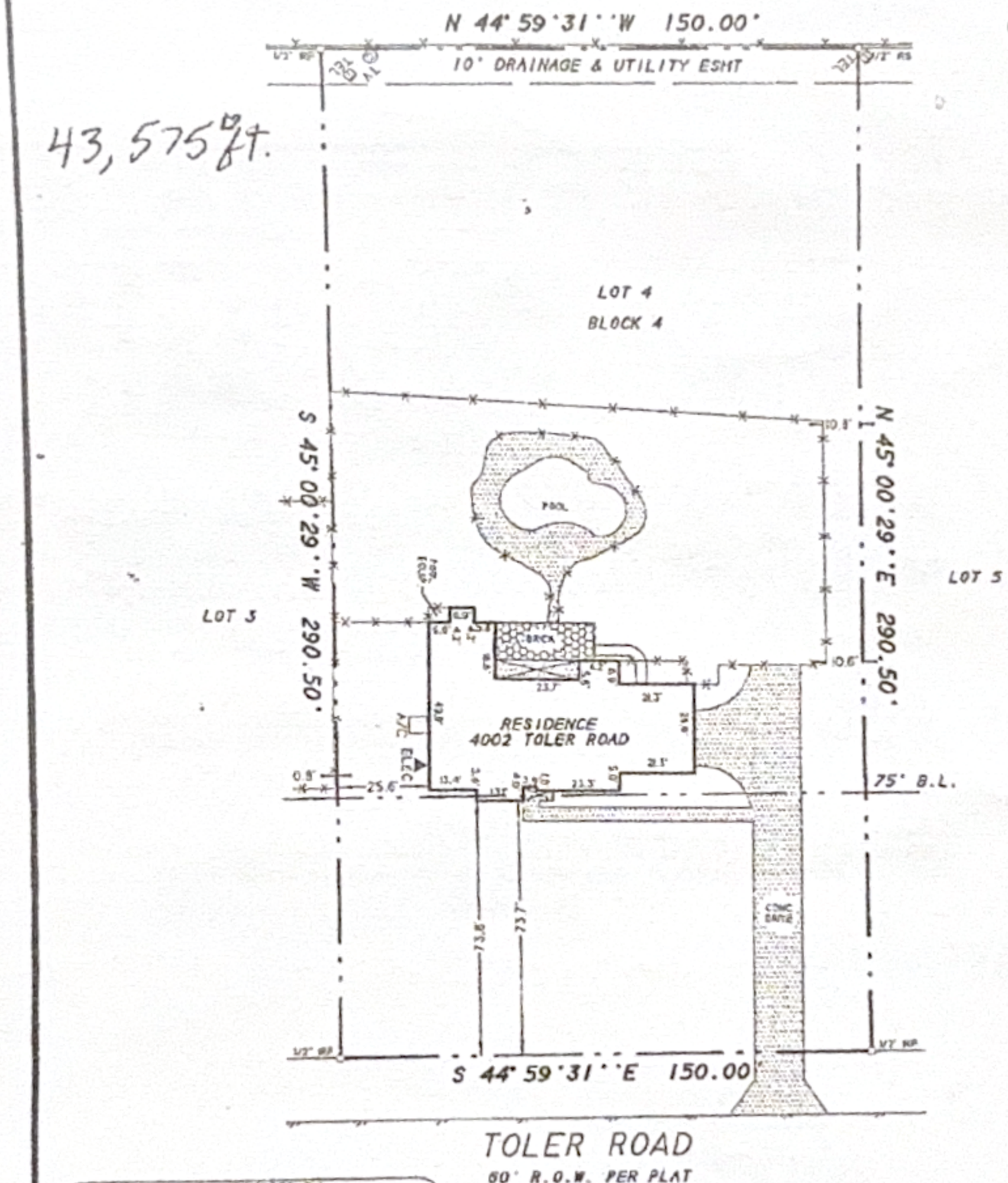
Hix 4002 Toler Rd Accessory Building Description and Use

Homeowners: Jeremy and Mindy Hix

Building Description: 30' x 50' Steel Building with a 20' Roof extension with Carport and a 10'x30' Lean to on left side facing pool. 4" Concrete Slab with 12"x20" Concrete Beams for main structure. 4" Concrete slab for parking under carport and also under lean to. 12' side walls, 3:12 Pitch roof with 15' maximum peak. Welded Red Iron Steel Frame, I Beam and C-Purlin. 26 gauge R panel siding and roof.

We are wanting to build a 30'x50' Accessary Building with 20' carport and 10'x30' Lean-to. Lean to will be used for additional seating/lounge for pool area. This building will also be used for vehicle storage, parking and to maintenance personal vehicles only. Mower and lawn equipment storage. UTV and Utility trailer storage. Dirt Bike storage. Exercise/Workout area. Seasonal Decoration storage.

EXHIBIT B



SURVEY ACCEPTED BY:

_____ DATE _____

_____ DATE _____

DESCRIPTION

Being Lot 4, Block 4 of ROWLETT RANCH ESTATES, SECOND SECTION, an Addition to the Town of ROWLETT, DALLAS County, Texas, according to the Plat thereof recorded in Volume 74140, Page 312, Map Records, DALLAS County, Texas.

NOTES

1) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No.480185 0240 J dated August 23, 2001, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.

2) BEARING SOURCE: RECORDED PLAT.

3) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "R.S.C.I. RPLS 5034."

SURVEYOR'S CERTIFICATE

I, Harold D. Fetty, III, Registered Professional Land Surveyor No. 5034, do hereby certify that the above plat of the property surveyed for REUNION TITLE and DAVID O. & PENNY G. ELLIS at 4002 TOLER ROAD, ROWLETT, DALLAS County, Texas, is the result of a careful collection of the best evidence available to me and my opinion is based on the facts as found at the time of survey. This survey meets the requirements of the Minimum Standards of Practice as approved and published by the Texas Board of Professional Land Surveying, effective September 1, 1992 and subsequent revisions, and the same was surveyed under my supervision on the ground this the 10th day of January, 2003.

Harold D. Fetty III, R.P.L.S. No. 5034

STATE OF TEXAS REGISTERED HAROLD D. FETTY III 5034 PROFESSIONAL LAND SURVEYOR

SYMBOL LEGEND

RSCI LAND SURVEYING

SURVEY DATE JANUARY 10, 2003
SCALE 1" = 40' FILE # 20030058
CLIENT ELLIS GF # 1720004493

306 E. WASHINGTON, SUITE C ROCKWALL, TEXAS 75087 PHONE (972) 772-5434 FAX (972) 772-5443

Exhibit B+C

AGREED AND ACCEPTED BY

Penny G. Ellis

EXHIBIT C

Rear Property line Fence

Fence

Fence

N 44° 59' 31" W 150.00'

10' DRAINAGE & UTILITY ESMT

200 yards

3,575 Sq. Ft.

LOT 4
BLOCK 4

30'

42'

40'

10'
Lean to

metal bldg

30'

50'

Fence 6' tall

6' From Fence

LOT 5

20'
Car Port

30'

Fence

S 45° 00' 29" W 290.50'

N 45° 00' 29" E 290.50'

LOT 5

24'

12'

2165 SF

RESIDENCE
4002 TOLER ROAD

Primary structure height 22'

75' B.L.

150 SF
total

1800 SF
total

140'

S 44° 59' 31" E 150.00'

TOLER ROAD

60' R.O.W. PER PLAT

SURVEY ACCEPTED BY

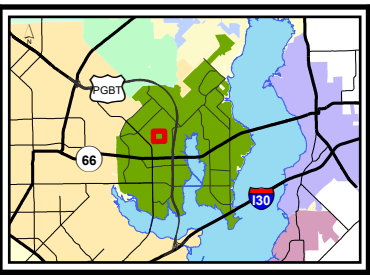
DATE

DATE

Exhibit D

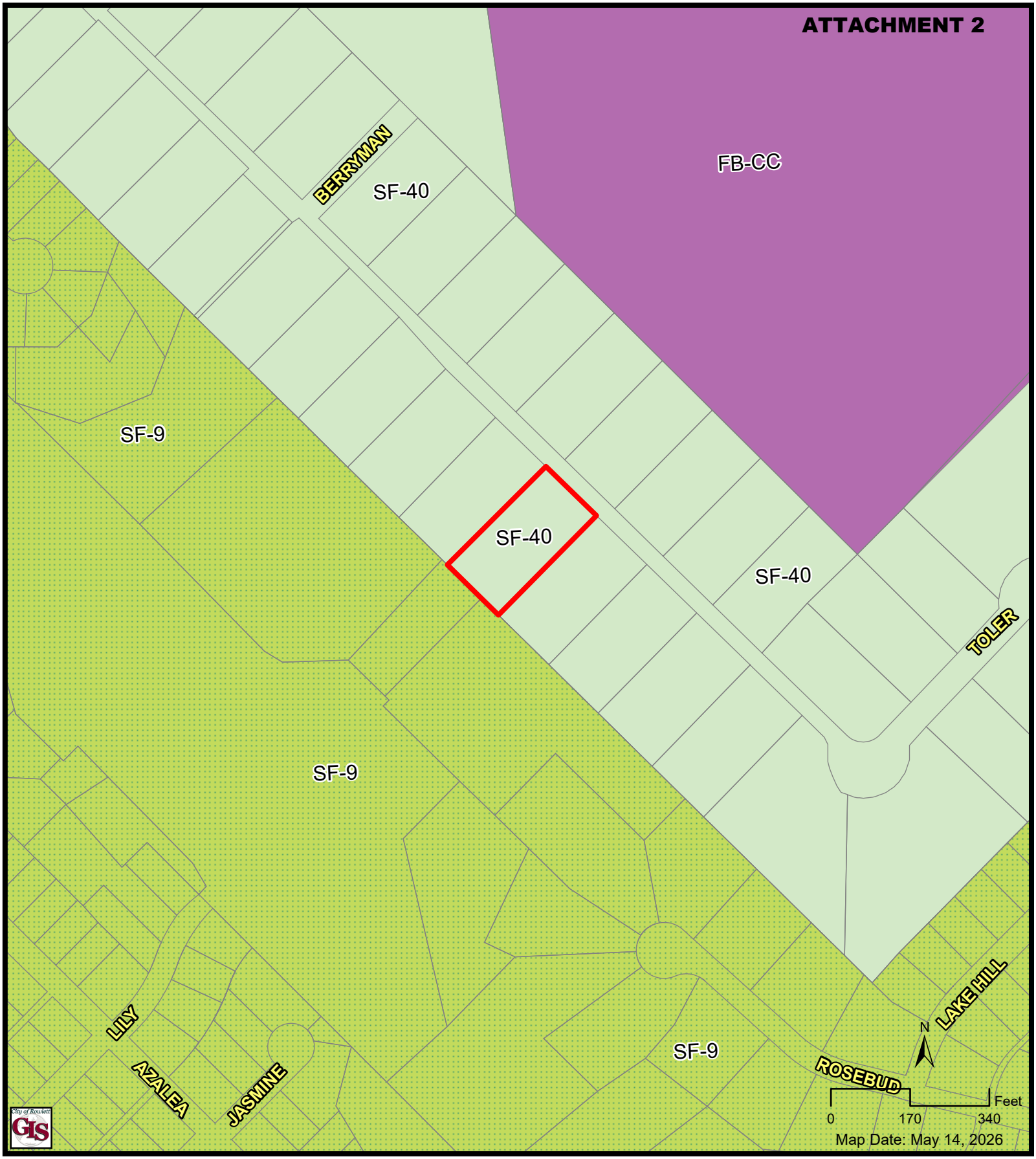
Site
City Limits
Parcels
Streets

Site Location Map



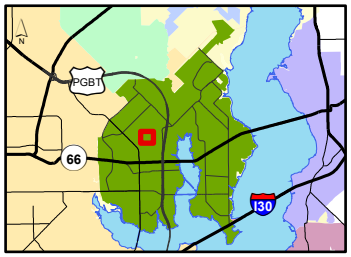
Rowlett TEXAS

ATTACHMENT 2



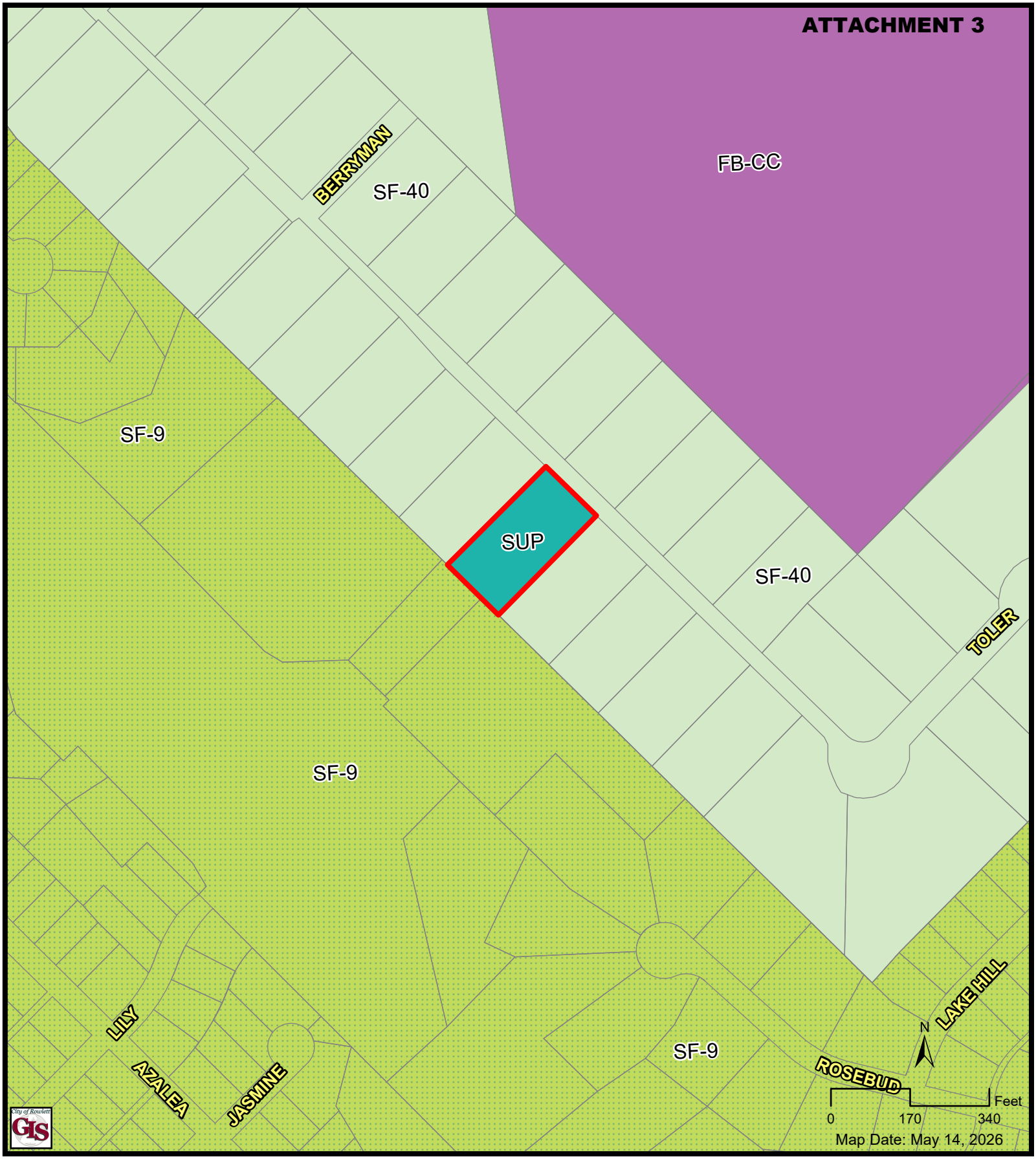
City Limits
Site
Parcels
SF-40
FB-CC
SF-9

Existing Zoning Map



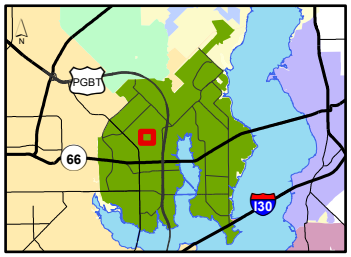
Rowlett TEXAS

ATTACHMENT 3



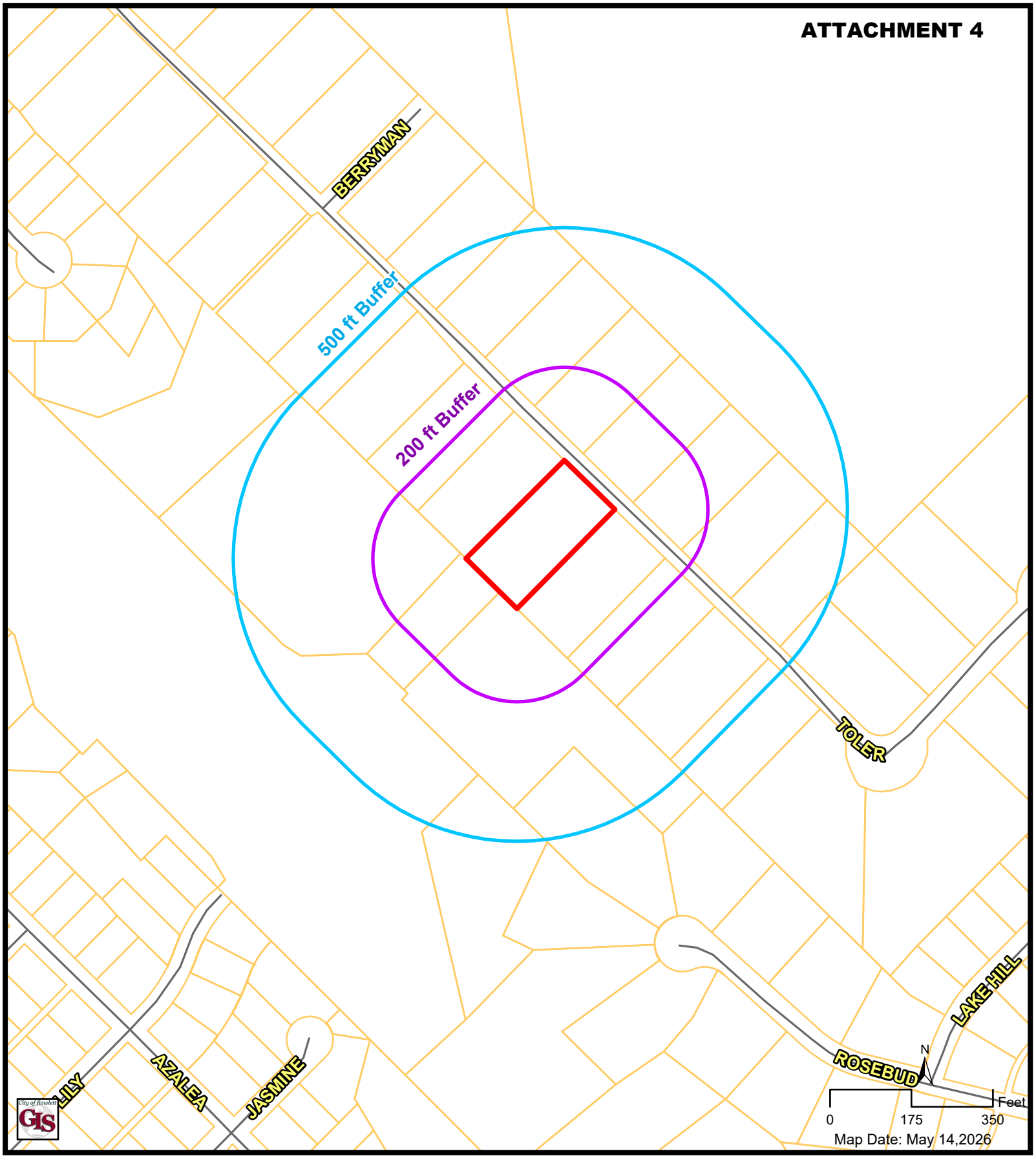
City Limits
Site
Parcels
SF-40
FB-CC
SF-9

Proposed Zoning Map



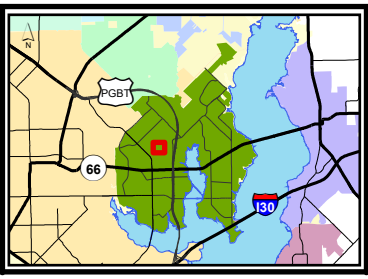
Rowlett TEXAS

ATTACHMENT 4



Site
Parcels
Streets
500 ft Buffer
200 ft Buffer
City Limits

Property Notice Map



Rowlett TEXAS

Toler · **ATTACHMENT 5**

Project Number: 26-000032
Project Name: Hix 4002 Toler Road Accessory Building and Carport

City of Rowlett
Planning Division

To: Owner

PERRY LESLIE JOANNE
3805 TOLER RD
ROWLETT, TX 750893426

Address of Responding Property (if Different than the mailing address) within 500 Feet: _____

Please Check One:

☐ **In Favor of the Request** ☒ **Opposed to the Request**

Comments:

NO! There are other housing construction projects going on.
- Poor water pressure
- lowers property values. Houses on Toler, Larkin, and the subdivision worth $400,000 or more currently.
- Toler, Liberty Grove, and Hickox in poor condition- cannot accomodate more traffic.

Owner (s) Printed Name: Leslie Perry

Owner (s) Phone Number: 469-585-4918

Owner (s) Email Address: baseballspice@yahoo.com

Owner (s) Signature: Leslie Perry

Please return this page no later than May 25, 2026, at 5:00 PM; via email to Planning@rowlett.com
or regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Diedrich

From: noreply@civicplus.com
Sent: Monday, May 25, 2026 9:32 AM
To: Planning Department
Subject: Online Form Submission #23202 for Citizen Input Form

Follow Up Flag: Flag for follow up
Flag Status: Flagged

CAUTION: External Email

Citizen Input Form

Persons wanting to submit comments regarding a zoning case may:

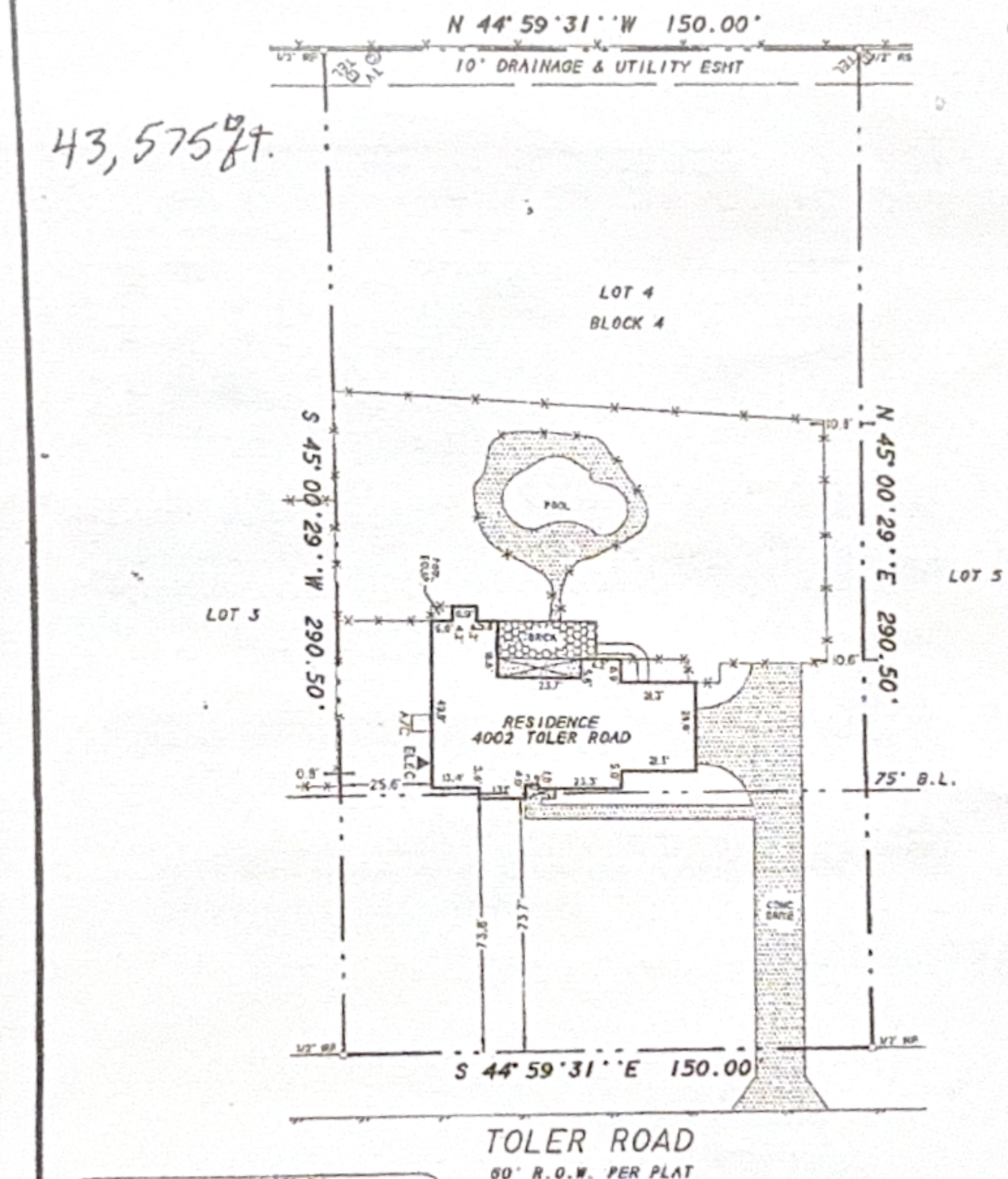
- Attend the meeting in person. Public comment will be limited to 3 minutes per person,

AND/OR

- Complete this Citizen Input Form by 3:30 p.m. on the day of the meeting. All forms will be forwarded to the Board or Commission members prior to the meeting.

Project Name/Number:	26-000032
Project Location:	Hix 4002 Toler Road Accessory Building and Carport
I am:	Opposed to this request
Comments:	*Field not completed.*
Questions:	*Field not completed.*
First Name	Jemrose
Last Name	Bandoy
Owner's Property Address:	4005 Rosebud Drive
Owner's Mailing Address (if different from Property Address)	*Field not completed.*

EXHIBIT A



SURVEY ACCEPTED BY:

_____ DATE _____

_____ DATE _____

DESCRIPTION

Being Lot 4, Block 4 of ROWLETT RANCH ESTATES, SECOND SECTION, an Addition to the Town of ROWLETT, DALLAS County, Texas, according to the Plat thereof recorded in Volume 74140, Page 312, Map Records, DALLAS County, Texas.

NOTES

1) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No.480185 0240 J dated August 23, 2001, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.

2) BEARING SOURCE: RECORDED PLAT.

3) ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "R.S.C.I. RPLS 5034."

SURVEYOR'S CERTIFICATE

I, Harold D. Fetty, III, Registered Professional Land Surveyor No. 5034, do hereby certify that the above plat of the property surveyed for REUNION TITLE and DAVID O. & PENNY G. ELLIS at 4002 TOLER ROAD, ROWLETT, DALLAS County, Texas, is the result of a careful collection of the best evidence available to me and my opinion is based on the facts as found at the time of survey. This survey meets the requirements of the Minimum Standards of Practice as approved and published by the Texas Board of Professional Land Surveying, effective September 1, 1992 and subsequent revisions, and the same was surveyed under my supervision on the ground this the 10th day of January, 2003.

Harold D. Fetty III, R.P.L.S. No. 5034

STATE OF TEXAS REGISTERED HAROLD D. FETTY III 5034 PROFESSIONAL LAND SURVEYOR

SYMBOL LEGEND

RSCI LAND SURVEYING

SURVEY DATE JANUARY 10, 2003
SCALE 1" = 40' FILE # 20030058
CLIENT ELLIS GF # 1720004493

306 E. WASHINGTON, SUITE C ROCKWALL, TEXAS 75087 PHONE (972) 772-5434 FAX (972) 772-5443

Exhibit B+C

AGREED AND ACCEPTED BY

Wendy R. Ellis E Ellis

EXHIBIT B

Rear Property line Fence

Fence

Fence

N 44° 59' 31" W 150.00'

10' DRAINAGE & UTILITY ESMT

200 yards

3,575 Sq. Ft.

LOT 4
BLOCK 4

30'

42'

40'

10'
Lean to
30'
metal bldg
50'

Fence 6' tall

6' From Fence

LOT 5

20'
Car Port
30'

Fence

24'

12'

S 45° 00' 29" W 290.50'

N 45° 00' 29" E 290.50'

LOT 5

2165 SF
RESIDENCE
4002 TOLER ROAD

Primary structure height 22'

75' B.L.

150 SF
total

1800 SF
Total
140'

S 44° 59' 31" E 150.00'

TOLER ROAD
60' R.O.W. PER PLAT

SURVEY ACCEPTED BY

DATE

DATE

Exhibit D

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 5.D.

Title
Conduct a public hearing and consider action to adopt an ordinance amending the comprehensive zoning ordinance and map, the North Shore South Framework Plan, the Comprehensive Plan and the Master Thoroughfare Plan of the City of Rowlett, all as previously amended, by amending the zoning from Form Based Commercial Center (FB-CC), Single-Family Residential - 40/24 (SF-40), Form Based Rural Neighborhood (FB-RN), and Form Based Urban Neighborhood (FB-UN) to a Planned Development with a base zoning of Single-Family Residential - 5/15 (PD-SF5) for an approximately 67.543 acres in the Reason Crist Survey, Abstract No. 225, and the John M. Thomas Survey, Abstract No. 1478, City of Rowlett, Dallas County, Texas and being all of that tract of land described in Deed to Homeboy's Enterprises, Inc., as recorded in Document No. 2003157-03202, Deed Records, Dallas County, Texas and being all of that tract of land described in Deed to Wolfe RE MGMT., LLC, as recorded in Document No. 202300064833, Deed Records, Dallas County, Texas.

Staff Representative
Lilyana Morejon, Planner II

Executive Summary

The applicant is requesting to rezone the subject property from Form Based Commercial Center (FB-CC) District, Single-Family (SF-40) District, Form Based Rural Neighborhood (FB-RN) District, and Form Based Urban Neighborhood (FB-UN) District to a Planned Development (PD) District for Single-Family Residential (SF-5) District to facilitate the development of 226 single-family homes. In order to realize the PD, the applicant will also be required to:

- Amendment the North Shore South Framework Plan
- Amend the Comprehensive Plan
- Amend the Master Thoroughfare Plan

In support of the request, the applicant has submitted a concept plan and development conditions.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
STRENGTHEN NEIGHBORHOOD LIVABILITY	3.1 Value existing neighborhoods. 3.2 Sustain a community that is appealing to people at all stages of life. 3.4 Support efficient development patterns and communicate clear policy guidance. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

The subject property is zoned Form Based Commercial Center (FB-CC) District, Single-Family (SF-40) District, Form Based Rural Neighborhood (FB-RN) District, and Form Based Urban Neighborhood (FB-UN) District. The site is also governed by the Northshore South Framework Plan. The property has access from Liberty Grove Road to the east and from Larson Lane to the northwest. The northern, northwestern, and eastern portions of the property are heavily vegetated with trees.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is largely undeveloped and is predominantly zoned Form Based Commercial Center (FB-CC) District. The western portion of the site includes a combination of Form Based Rural Neighborhood (FB-RN) District, Form Based Urban Neighborhood (FB-UN) District, and Single Family (SF-40) District.

USE OF PROPERTY UNDER PROPOSED ZONING

If approved the subject property would be developed with 226 single family homes. The applicant is proposing a base zoning district of SF-5 primarily to use a zoning category that aligns as closely as possible to the proposed PD.

It should be taken into consideration that Planned Developments are ideally intended to allow integration of various land uses or accommodate the use of alternative development standards that result in a higher quality of development than cannot be achieved by other zoning districts.

SURROUNDING ZONING AND LAND USES

The surrounding zoning and land use pattern is described in Table 1 below.

Table 1: Surrounding Zoning and Land Use Pattern

Location	Zoning	Use
North	Form Based Commercial Center (FB-CC) District	Undeveloped
Northwest	Form Based New Neighborhood (FB-NN) District	Medium Density Residential
East	Form Based Commercial Center (FB-CC) District	Undeveloped
South	Single Family (SF-40) District/ Single Family (SF-9) District	Single Family
West	Single Family (SF-40) District	Single Family

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The immediate adjacencies include single-family residential housing and undeveloped land. It should be taken into consideration that the proposed density, lot sizes, and setbacks within this PD District are not complementary to the adjacent properties to the south and west, which are zoned SF-40 and SF-9 Districts. The table below summarizes the residential character of the surrounding subdivisions, including average lot areas and dwelling unit sizes. These averages were derived from a sample of 20 lots within each subdivision, as identified in the table below.

Table 2: SURROUNDING ZONING AND LAND USES

Location	Zoning	Average Lot Area (Square Feet)	Average Dwelling Unit Area (Square feet)
	Subdivision		

Northwest	From Based New Neighborhood District (FB-NN) District	Northaven Phase	27,200	3,100
South	Single Family (SF-40/24) District/Single Family (SF-9/18) District	Rowlett Ranch Estates 1 &2 / Lakeridge Estates 1	42,893/ 10,500	3,253/2,400
West	Single Family (SF-40/24) District	Chandler Park 1&4	33,000	2,600

The proposed subdivision would be developed in two phases, with 136 lots in Phase 1 and 90 lots in Phase 2, totaling 226 lots. The minimum lot sizes proposed are 6,000 square feet (103 lots) and 7,000 square feet (123 lots), along with a minimum dwelling unit size of 1,500 square feet, a significant departure from the surrounding residential fabric and zoning designations.

COMPREHENSIVE PLAN NORTHSHORE SOUTH FRAMEWORK PLAN, AND MASTERTHOUGHFARE PLAN GOALS

The Comprehensive Plan.

The Comprehensive Plan serves as a guiding tool for land use forecasting, and due to evolving development trends and existing land use patterns, each request is appropriately evaluated on an individual basis as the City develops.

The Future Land Use Plan designates the subject property as Employment Center, Estate Residential (lots over 20,000 square feet), Medium Density Residential (lots under 7,000 square feet), Parks and Open Space.

The Employment Center designation is intended to support large-scale office parks or corporate campuses serving as major employment hubs. Estate Residential is intended for large-lot residential development exceeding 20,000 square feet, while Medium Density Residential is intended for single-family development on lots smaller than 7,000 square feet.

The applicant is requesting a zoning change to allow residential development at densities consistent with Low and Medium Density Residential categories. Low Density Residential includes lots ranging from 7,000 to 20,000 square feet, and Medium Density Residential includes lots smaller than 7,000 square feet. The proposed development

includes a minimum lot size of 6,000 square feet.

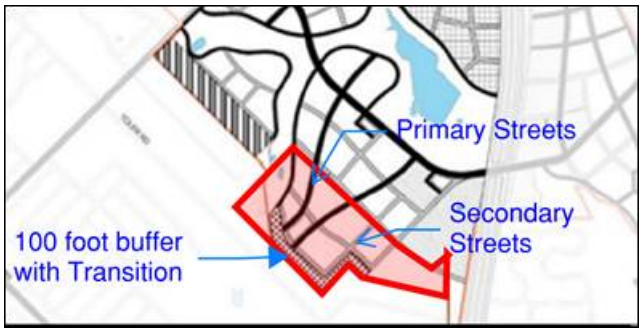
Because the request is not consistent with the existing Future Land Use Map designation, a Comprehensive Plan amendment is required.

North Shore South Framework Plan.

Adopted in 2014, along with the North Shore North and Center of Commerce and Industry areas, the North Shore South area is envisioned as a major employment hub for the City. This vision is achieved through an integrated mix of land uses and building types that support a strong employment base. The North Shore South Framework Plan (Framework Plan) was established to provide guidance and direction for the application of design standards and planning principles within the area.

The North Shore South Framework Plan establishes a 100-foot transition zone between the existing single-family subdivisions south and southwest (Rowlett Ranch Estates 1 and 2) and the subject property. The purpose of this transition zone is to ensure the following;

- Minimum rear yard building setback of 20 feet and a maximum principal building height of 2.5 stories
- Maximum accessory building height of 2 stories
- Landscape buffer with street trees planted at an average of 25 feet on center, along with a 40-inch metal picket fence with low shrubs.



Master Thoroughfare Plan Map

The Master Thoroughfare Plan identifies two Type C two-lane undivided roadways. These are 94-foot Rights-Of-Way (ROW).

Discussion

A. Proposed Planned Development (PD) District

The PD incorporates development standards, a conceptual site plan, building elevations, and a landscape plan. Standards not specifically addressed within the proposed development would default to the Single-Family (SF-5) District of the RDC.

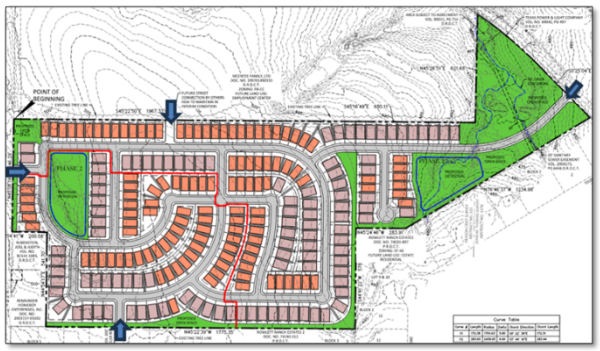
The applicant is proposing the following:

- A two-phase development consisting of 136 lots in Phase 1 and 90 lots in Phase 2. The total number of lots shall not exceed 226.
- Two lot types are proposed:
    - SF-50 Minimum lot area: 6,000 square feet
    - SF-60 Minimum lot area: 7,200 square feet
    - SF-50 Minimum lot width: 50 feet with the exceptions of cul-de-sacs and knuckle turns which will be proportionately reduced to 45 feet at the front building line.
    - SF-60 Minimum lot width: 60 feet with the exceptions of cul-de-sacs and knuckle turns which will be proportionately reduced to 55 feet at the front building line.

- Minimum lot depth: 120 feet (*Lots located along elbows, cul-de-sacs, or along a curve may be reduced by ten (10) feet, provided that all other requirements are met*).
- Minimum dwelling area: 1,500 square feet
- Maximum building height: 35 feet or 2 stories
- Maximum lot coverage of 55%

- Maximum Gross Density: 3.5 dwelling units per acre
- No alleys are proposed, with most homes featuring front-entry garages, along with some J-swing and side-entry configurations.
- Front Yard Setback: 25 feet
- Side Yard Setback: 5 feet
- Side Street Setback: 15 feet, including key lots
- Rear Yard Setback: 15 feet
- Minimum open space: Twenty (20) percent
- Residential Minor Street Lengths: Proposed at 1,275 feet, deviating from the maximum 1,200 feet permitted by Section 77-603(c)(10)(b)

The PD does not reflect the required street network per the Master Thoroughfare Plan. Instead, it illustrates a primary access point to the subdivision from Liberty Grove Road, which connects to a local street network serving the development. A second point of entry is proposed from Larson Lane, connecting to the Northaven Phase 2 subdivision. Additionally, future connectivity to the north is provided through a roadway stub for future extension when adjacent development occurs. An additional point of connectivity is also proposed to Berryman Road.



In addition, the PD does not reflect the 100-foot transition zone required per the North Shore South Framework Plan between the existing single-family subdivisions to the south and southwest (Rowlett Ranch Estates 1 and 2). In lieu of this requirement, the applicant is proposing a minimum 25-foot-wide open space buffer between the existing single-family homes and the proposed development, which will be owned and maintained by the Homeowners Owners Association (HOA).No trees or fences are proposed within the buffer area.

B. Proposed Deviations:

The applicant proposes the following deviations from the Rowlett Development Code (RDC):

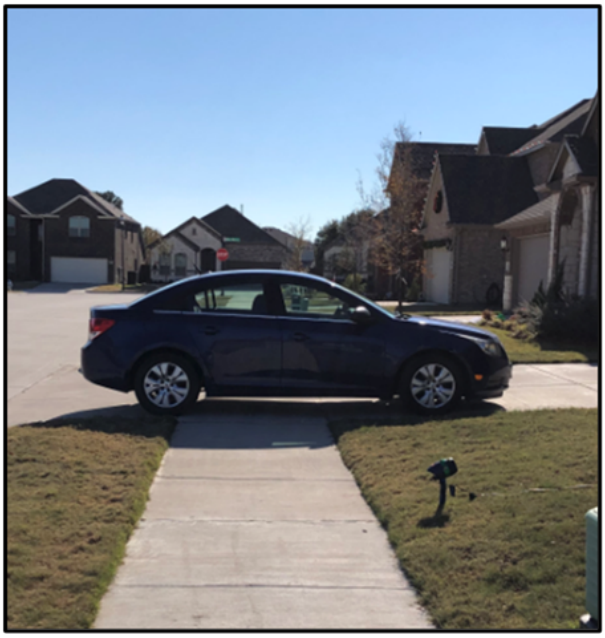
- **Residential minor streets.**

Section 77-603(C)(10)(b) requires minor residential streets to follow a straight line not longer than 1,200 feet. The purpose of this requirement is to mitigate speeding. The proposed concept plan reflects 1,275 feet. The applicant's justification states that meeting this requirement could reduce the detention pond capacity. The curved roadway in the current design may limit the available capacity; however, compliance could still be achieved with a revised site layout.

- **Eliminating the alley requirement and providing front-entry garages, with some J-swing and side-entry configurations.**

Section 77-603(D) requires that all residential development be served by alleys. The primary intent of alleys is to accommodate utility placement, trash pickup, prevent over-parking, engage the public pedestrian realm by not compromising the street width and to ensure police and fire protection service access. Likewise, rear access allows for homes to be closer to the street, fostering stronger pedestrian interactions. In instances where alleys are not provided, "L" or "J-hook" garages are required.

Alleys are not proposed in this development. According to the applicant, most homes will feature front-entry garages, with some J-swing and side-entry configurations. When no alleys are provided, J-hook garage approaches are required. The intent of the J-hook condition is to further prevent vehicles from encroaching on the pedestrian realm and into the right-of-way by providing longer driveways curving into the garage. While the applicant is providing a larger front setback to help mitigate this issue, it is difficult to prevent homeowners from encroaching on the sidewalk as seen below within another residential development in the City:



Providing J-hooks throughout the development will provide more driveway length, allowing less encroachment in the pedestrian corridors as seen above.The applicant has not specified the number of homes by garage types, but has stated that alley-loaded lots would reduce the project's feasibility due to high infrastructure costs per lot.

- **Decreasing the right-of-way width from 60 feet to 50 feet.**

Section 77-603.C.4(b) requires Minor Residential Streets to be 60 feet in width. The applicant is requesting to decrease the Right-of-Way (ROW) width from 60 feet to 50 feet.

The intent of 60-foot ROW are to provide space for utility placement, automobile circulation, and emergency access. The proposed width of 50 feet allows for approximately 30 feet of paved roadway. After distance is allotted on both sides for on-street parking (totaling 16 feet), an unobstructed 14 feet remains for emergency access. Typically, the fire department requires 24 feet of unobstructed access. This deficit is further exacerbated with no alleys or J-hook garages approaches, both of which would allow for more alternatives to parking on the street.

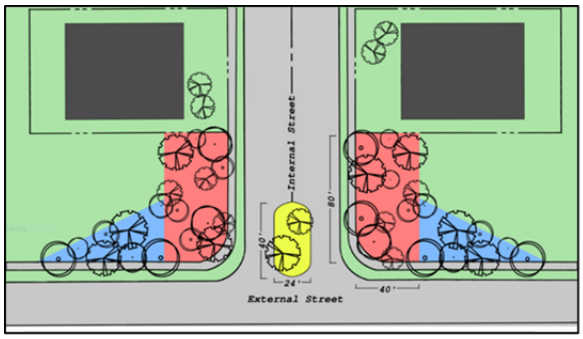
The proposed concept plan includes a 50-foot right-of-way (ROW), which requires an affirmative recommendation from the Public Works Department as a condition of approval.

According to the applicant, the reduced 50-foot ROW is consistent with a Local Residential Street typically found in subdivisions of this type. The applicant further states that the reduced ROW is more appropriate for the site due to space constraints and would allow for an additional 25-foot landscape buffer between the proposed

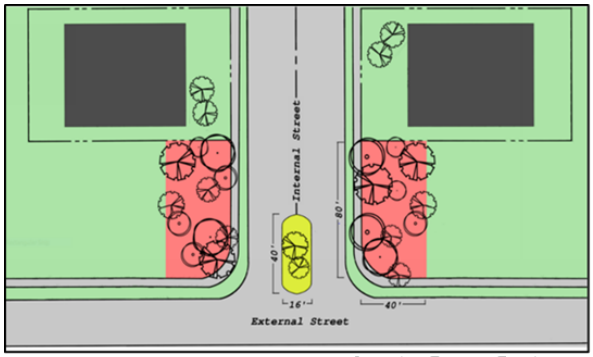
residential lots and the properties to the south. Additionally, the applicant cites the adjoining subdivision along Larson Lane, which utilized a Local Residential Street with a 50-foot ROW, as a comparable example.

Due to the absence of alleys, and J-hook garage entries, and concerns related to utility placement and emergency service access, Public Works has not provided the required affirmative recommendation. Additionally, staff has not been presented with any site constraints that would warrant an affirmative recommendation for 50’ ROW.

Eliminating the primary and secondary entryway areas.
Entryway features are intended to provide a separation from frequently traveled thoroughfares and local residential streets, as well as provide a visual amenity that creates a sense of place for new communities. Section 77-504.D.4(b) of the RDC articulates entryway feature requirements for area and frequency of plantings. These requirements are reflected in the images below:



Primary Entryway Requirements

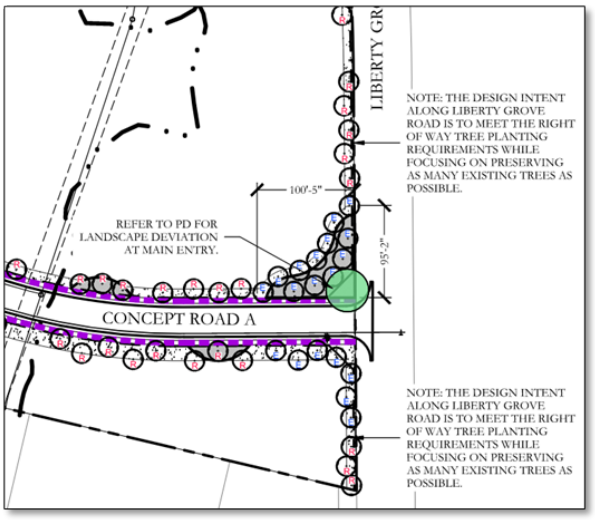


Secondary Entryway Requirements

The dimensional requirements for both the primary and secondary entryways are 80 feet by 40 feet (seen in red). An additional 1,600 square feet of landscaped area is required for the primary entryway (seen in blue). These requirements are intended to achieve the depth from external streets and sense of place mentioned above. The proposed landscape plan does not reflect the requisite primary entryway requirements, including the entryway median requirement.

The applicant justifies not providing these elements by stating that the intent is to keep

the front portion of the property undisturbed, preserving existing natural vegetation and trees. Instead, a single-sided landscaped primary entryway (reference on image below) is proposed along Liberty Grove Road. In addition, per the applicant's justification, no entryway median is proposed in order to avoid impacts to the existing channel and surrounding tree grove.



While avoiding impacts to the existing channel and surrounding tree grove supports the RDC's intent to preserve the natural environment, it is recommended that the primary entryway be located and designed in a manner that preserves existing vegetation and natural features to the greatest extent feasible while meeting the requirements of the RDC.

- ***Right-of-way (ROW) trees along Liberty Grove Road.***

  The applicant's intent is to preserve as many existing trees as possible rather than removing them to meet the requirement of one canopy tree per 35 linear feet and ten evergreen shrubs per 30 linear feet. While the applicant is willing to comply with the landscaping requirements, preference is given to retaining existing healthy trees where feasible. It is recommended that existing trees be preserved and counted toward the landscaping requirement, while unnecessary vegetation and weeds may be removed to improve site conditions. Required shrubs should be installed to the extent that it is feasible to achieve compliance.

- ***Decrease the minimum rear yard setback from 25 feet to 15 feet.***

  The applicant has requested to decrease the minimum rear yard setbacks from 25 feet to 15 feet. According to the applicant, the 10-foot reduction is intended to align with typical rear yard setbacks for this product type and to balance the

increased front yard setback, sitting that it maintains the standards lot depth.

The setback requirements for the SF-5 zoning district are based on homes with alley-served garages, which allow for a reduced front setback. It should also be noted that the proposed rear yard setback is not compatible with the existing built environment to the south and east.

Side Yard Setback on Corner and Key Lots.

The applicant is requesting a 15-foot side yard setback for corner lots, including key lots. Section 77-402 of the RDC requires corner lots to provide a primary front setback consistent with the prevailing setback pattern and a secondary front setback equal to one-half of the district's required front setback along the other frontage. For key lots, a required front setback must be provided on both streets. These standards are intended to maintain a uniform streetscape, provide separation between residential buildings and the public realm, and preserve visibility at intersections to support traffic safety. The applicant did not provide justification for this modification.

Section 77-805 of the RDC states that the Planning and Zoning Commission shall consider the following when making a recommendation on rezoning requests:

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact;

The proposed rezoning does not meet the challenge of some changing condition, trend or fact.

2. **Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this code stated in subchapter 77-103, Purpose of this Code**;

The Future Land Use Plan designates the subject property as Employment Center, Estate Residential, Medium Density Residential, and Parks and Open Space. Although the smallest portion of the subject property tracts is consistent with the medium density residential designation, much of the acreage is inconsistent with the Comprehensive Plan.

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public;

The proposed rezoning will not negatively impact the health, safety, morals or general welfare of the public.

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

The proposed development would have to meet all the requirements to provide sufficient transportation, utility facilities, and services to the subject property.

A Traffic Impact Analysis (TIA) will be required prior to the submittal of a preliminary plat application.

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation;

The proposed development is anticipated to have a significant impact on the natural environment. The site contains a substantial number of trees, particularly along the eastern and western portions of the property and throughout the site perimeter, which will be disturbed to accommodate development.

At this time, the applicant has not provided a preliminary tree survey or mitigation plan; however, such documentation will be required at the time of preliminary plat review.

Additionally, the applicant has not submitted a preliminary environmental assessment addressing potential impacts to wildlife or demonstrating that the proposed development will not adversely affect existing habitat conditions.

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract;

Development in itself can be perceived as an impact to the surrounding environment because this tract has not been developed.

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification;

Although the subject property contains multiple zoning designations and development codes (FBC and RDC), most of the site is zoned Form-Based Commercial Center (FB-CC for commercial type uses. The proposed

development is largely inconsistent with the existing zone and surrounding built environment, which consists of larger residential lots and larger dwelling unit sizes.

8. Whether there is determined to be an excessive proliferation of the use or similar uses;

If approved, the development will add 226 new single-family homes, further increasing the city's primary housing type. According to the 2019 Comprehensive Plan, single-family homes currently comprise 93.9 percent of Rowlett's housing stock.

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract;

The proposed rezoning is not consistent with the built environment nor is it compatible with the surrounding residential homes. The surrounding residences are both larger in size and situated on larger lots than the proposed development.

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.

The proposed rezoning would reduce the amount of commercially designated land in the area. The subject property, which is largely undeveloped, is predominantly zoned Form Based Commercial Center (FB-CC) District and encompasses approximately 60 acres. Both the Comprehensive Plan and the North Shore Framework Plan identify this area for Employment Center land use, envisioned as a mix of office, commercial, retail, and mixed-use development along the turnpike frontage. The intent is to attract corporate office uses as an anchor to a mixed-use center that integrates a variety of residential types and serves as a key employment destination and urban living environment. If approved, the proposal would eliminate approximately 60 acres of land intended for commercial development that would support a diversity of jobs and business opportunities. Modifying the intended use for this land would significantly reduce the potential long-term economic development that would otherwise be expected under the established land use.

PUBLIC HEARING NOTICES

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Fifty-two (52) notices within 200 feet and one hundred eighteen (118) courtesy notices within 500 feet were mailed on April 11, 2026. Due to the cancellation of the April 28, 2026 and May 26, 2026 meetings, staff re-noticed the item on May 26, 2026. As of June 5, 2026, staff has received the following:

- 200 ft. notification area: One (1) notice in favor, and five (9) in opposition.
- 500 ft. courtesy notification area: Zero (0) notices in favor, and ten (6) in opposition.

RECOMMENDED ACTION

In conclusion, the proposed request does not appear to demonstrate alignment with the Rowlett Development Code, the Comprehensive Plan, the North Shore South Framework Plan, or the Master Thoroughfare Plan. While Planned Development (PD) districts are intended to provide alternative development standards in exchange for high quality development, the requested deviations do not appear to meet that intent.

The proposal includes several deviations from established standards, including the elimination of the alley requirement, provision of front-entry garages for most homes, increased lengths of residential minor streets, reduction of minimum rear yard setbacks, and an increase in maximum interior side yard setbacks on key lots. Together, these modifications appear to be driven more by the applicant’s business model than by site specific planning considerations.

While the applicant has made an effort to comply with landscape requirements and has incorporated adjustments intended to preserve existing vegetation and trees, these efforts do not fully offset the extent of the requested deviations. Overall, the proposal does not clearly demonstrate a level of public benefit that would justify the requested PD for Single Family (SF-5) uses and associated development regulations.

In addition, the proposal may reduce the long-term economic development potential of the site, particularly as it relates to job creation, commercial investment, and sales tax generation that would otherwise be expected under the existing Form Based Commercial Center (FB-CC) zoning, which is designated for the majority of the property and intended to support commercial development.

In summation, staff recommends denial of the proposed request.

PLANNING AND ZONING COMMISSION RECOMMENDATION

This item (4D) was heard by the Planning and Zoning Commission, June 9, 2026, and

received a recommendation of denial (7-0).

Financial/Budget Implications

Recommended Action

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, THE NORTH SHORE SOUTH FRAMEWORK PLAN, THE COMPREHENSIVE PLAN AND THE MASTER THOROUGHFARE PLAN OF THE CITY OF ROWLETT, ALL AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FOR AN APPROXIMATELY 67.543 ACRE TRACT IN THE REASON CRIST SURVEY, ABSTRACT NO. 225 AND THE JOHN M. THOMAS SURVEY, ABSTRACT NO. 1478, CITY OF ROWLETT, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS ALL OF THE LAND DESCRIBED IN THE DEED TO HOMEBOY'S ENTERPRISES, INC. RECORDED IN DOCUMENT NO. 2003157-03202, DEED RECORDS OF DALLAS COUNTY, TEXAS AND ALL OF THE LAND DESCRIBED IN THE DEED TO WOLFE RE MGMT, LLC RECORDED IN DOCUMENT NO. 202300064833, DEED RECORDS OF DALLAS COUNTY TEXAS FROM THE CURRENT ZONING OF FORM BASED COMMERCIAL CENTER (FB-CC), SINGLE FAMILY RESIDENTIAL– 40/24 (SF-40), FORM BASED RURAL NEIGHBORHOOD (FB-RN), AND FORM BASED URBAN NEIGHBORHOOD (FB-UN) TO PLANNED DEVELOPMENT WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL – 5/15 (PD-SF5); PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF A CONCEPT SITE PLAN, LANDSCAPE PLAN, AND BUILDING ELEVATIONS PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Rowlett, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Rowlett, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and/or situated in the affected area and in the vicinity thereof, the said governing body is of the opinion, in the exercise of legislative discretion, that the requested changes to the City's

Comprehensive Plan, Master Thoroughfare Plan, Comprehensive Zoning Ordinance and Map should be approved;

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

SECTION 1. The Comprehensive Plan, Master Thoroughfare Plan, Comprehensive Zoning Ordinance and Map, and the North Shore South Framework Plan, all as heretofore amended, be and the same are hereby amended consistent with this ordinance and further by granting a change in zoning for an approximately 67.543 acre tract of land in the Reason Crist Survey, Abstract No. 225 and the John M. Thomas Survey, Abstract No. 1478, City of Rowlett, Dallas County, Texas and particularly all of that tract of land described in Deed to Homeboy's Enterprises, Inc., as recorded in Document No. 2003157-03202, Deed Records of Dallas County, Texas and being all of that tract of land described in Deed to Wolfe RE MGMT, LLC, as recorded in Document No. 202300064833, Deed Records of Dallas County Texas and being further more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by this reference (the "Property").

SECTION 2. The property shall be developed, used and maintained in accordance with the City of Rowlett ordinances, construction standards, and regulations, including the Zoning Ordinance and Construction Standards for Single Family Residential-5/15 (SF5) base zoning except as amended by the Development Regulations attached hereto and incorporated herein by this reference as Exhibit "C," which are hereby approved, and which shall apply to the use, development, and maintenance of Property.

SECTION 3. The Property shall be used, developed and maintained in accordance with the Site Concept Plan, the Landscape Plan, and the Building Elevation Plans, attached hereto and incorporated herein by this reference as Exhibits "D" "E," and "F," respectively, which are each hereby approved.

SECTION 4. All provisions of the 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 provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. Should any sentence, paragraph, subdivision, clause, phrase or section 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 thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 7. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

Attachments

1. Attachements to Staff Report_ Northshore Landing Attachments
2. Exhibits to Ordinance_ Northshore Landing

EXHIBIT A

Exhibit A – Statement of Intent and Purpose

1. **Overview of project goals and objectives.**
   The vision and objective of this project is to develop a residential community with two different lot and home sizes.

2. **Detailed description of proposed zoning.**
   The existing zoning for the property is the Form Based Commercial Center District, Single-Family Residential 40/24, Form Based Rural Neighborhood District and Form Based Urban Neighborhood District. Our proposal is to amend the zoning to a Planned Development District with a SF-5 base-zoning district.

   Additionally, we would like to amend the City's Master Thoroughfare Plan to remove two legs of the NS-C1 thoroughfares that traverse the site.

3. **Residential Density**
   The proposed development will consist of approximately 226 single family-residential lots which yield a density of 3.4 dwelling units per acre.

4. **How does project address the approval criteria in Section 77-805?**
   1. Does the proposed rezoning correct an error or meet the challenge of some changing condition, trend, or fact?

      The proposed rezoning does not correct an error.

   2. Is the proposed rezoning consistent with the comprehensive plan and the purposes of this code stated in Chapter 77-103? Note – outside strategic opportunity areas existing zoning as amended and Guiding Principles from the comprehensive plan shall be considered in decisions about rezoning, subdivision and site design throughout the City.

      The proposed rezoning is consistent with the purposes stated in Chapter 77-103.

   3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public.

      The proposed rezoning will not diminish the health, safety and general welfare of the surrounding developments.

   4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development. Note: The City will determine if a Traffic Impact Analysis (TIA) is required.

      The development can be integrated into the community as the transportation and utility infrastructure is in place to support the development.

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation.

   The rezoning is unlikely to have a significant adverse impact on the natural environment.

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract.

   The property is bounded to the east by an undeveloped tract of land (zoned FB-CC) and Liberty Grove Road, to the south and west by the Rowlett Ranch Estates subdivision (zoned SF-40), to the north by the Chandler Park subdivision (zoned SF-40) and the Northhaven subdivision (zoned FB-NN).

   The proposed rezoning is similar in size and nature to the other properties in the vicinity of the subject tract. It will not have significant adverse impacts on these properties.

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification.

   The surrounding properties are generally rural in nature with a variety of subdivision/lot sizes. The proposed Planned Development rezoning is more compatible with the surrounding uses than the existing commercial center zoning that's currently in place.

8. Whether there is determined to be an excessive proliferation of the use or similar uses.

   This development alone will not cause an excessive proliferation of the use or similar uses.

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible within scale with uses on other properties in the vicinity of the subject tract.

   The proposed rezoning is compatible in both size and use with the other neighborhoods in this area. The applicant intends to develop the entirety of the subject tract. However, should this change, the proposed rezoning will ensure that any future development is compatible with other properties in this area.

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.

    The demand for new homes in the DFW metroplex and this area of Rowlett makes this a desirable project that's solving a need in the community.

5. Proposed Development Schedule

Once the zoning has been amended, developer intends to move forward with the development plans of the first phase of the project as quickly as practical. The phasing

schedule will be driven by the market and the rate of homes purchased in the first phase of the development.

EXHIBIT B

Exhibit B
LEGAL DESCRIPTION
67.543 ACRES

BEING a tract of land situated in the REASON CRIST SURVEY, ABSTRACT NO. 225 and the JOHN M. THOMAS SURVEY, ABSTRACT NO. 1478, City of Rowlett, Dallas County, Texas and being all of that tract of land described in Deed to Homeboy's Enterprises, Inc., as recorded in Document No. 2003157-03202, Deed Records, Dallas County, Texas and being all of that tract of land described in Deed to Wolfe RE MGMT., LLC, as recorded in Document No. 202300064833, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap stamped "RSCI RPLS 5034" found for the north corner of said Homeboy's Enterprises, Inc. tract, same being common with common with the west corner of that tract of land described in Deed to McEntee Family, Ltd., as recorded in Document No. 199701490333, Deed Records, Dallas County, Texas and being an exterior ell corner of NORTHHAVEN PHASE 2, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 202000127424, Plat Records, Dallas County, Texas;

THENCE South 45 degrees 22 minutes 50 seconds East, with the northeast line of said Homeboy's Enterprises, Inc. tract, same being common with the southwest line of said McEntee Family, Ltd. tract, a distance of 1,967.33 feet to a 1/2-inch iron rod found for the east corner of said Homeboy's Enterprises, Inc. tract, and being common with the northwest corner of said Wolfe RE MGMT., LLC tract;

THENCE South 45 degrees 16 minutes 49 seconds East, with the north line of said Wolfe RE MGMT., LLC tract, same being common with the south line of said McEntee Family, Ltd. tract, a distance of 680.11 feet to a 3/8-inch iron rod found for the south corner of said McEntee Family, Ltd. tract and being a common interior "ell" corner of said Wolfe RE MGMT., LLC tract;

THENCE North 45 degrees 26 minutes 51 seconds East, continuing with said common line, a distance of 621.68 feet to a 1/2-inch iron rod found in the west line of Liberty Grove Road, a variable width right-of-way, for the northeast corner of said Wolfe RE MGMT., LLC tract, same being a common exterior "ell" corner of said McEntee Family, Ltd. tract, said common corner being located at the beginning of a non-tangent curve to the right having a central angle of 05 degrees 48 minutes 15 seconds, a radius of 1,701.63 feet and a chord bearing and distance of South 09 degrees 22 minutes 36 seconds East, 172.31 feet;

THENCE Southerly, with said west line, the following three (3) courses and distances:

Southerly, with said curve to the right, an arc distance of 172.38 feet to a 1/2-inch iron rod found for corner at the beginning of a curve to the right having a central angle of 06 degrees

39 minutes 45 seconds, a radius of 2,438.95 feet and a chord bearing and distance of South 03 degrees 44 minutes 16 seconds East, 283.44 feet;

Southerly, with said curve to the right, an arc distance of 283.60 feet to a 1/2-inch iron rod with an orange plastic cap stamped "CROWLEY RPLS 6484" found for corner;

South 00 degrees 25 minutes 04 seconds East, a distance of 421.89 feet to a 1/2-inch iron rod found for the southeast corner of said Wolfe RE MGMT., LLC tract, same being common with the northeast corner of ROWLETT RANCH ESTATES, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 74035-897, Plat Records, Dallas County, Texas;

THENCE North 76 degrees 46 minutes 37 seconds West, leaving said west line and with the common south line of said Wolfe RE MGMT., LLC tract, same being common with the north line of said ROWLETT RANCH ESTATES Addition, a distance of 1,234.98 feet to a 1/2-inch iron rod found for a common corner of said tracts;

THENCE North 45 degrees 24 minutes 46 seconds West, continuing with said common line, a distance of 283.91 feet to a 1/2-inch iron rod found in the southeast line of the above mentioned Homeboy's Enterprises, Inc. tract for the west corner of said Wolfe RE MGMT., LLC tract, same being the common northwest corner of said ROWLETT RANCH ESTATES Addition;

THENCE South 44 degrees 41 minutes 22 seconds West, with the south line of said Homeboy's Enterprises, Inc. tract, same being common with the north line of said ROWLETT RANCH ESTATES Addition, a distance of 578.25 feet to a 3/8-inch iron rod found for the south corner of said Homeboy's Enterprises, Inc. tract, same being common with an exterior "ell" corner of ROWLETT RANCH ESTATES 2, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 74140-312, Plat Records, Dallas County, Texas;

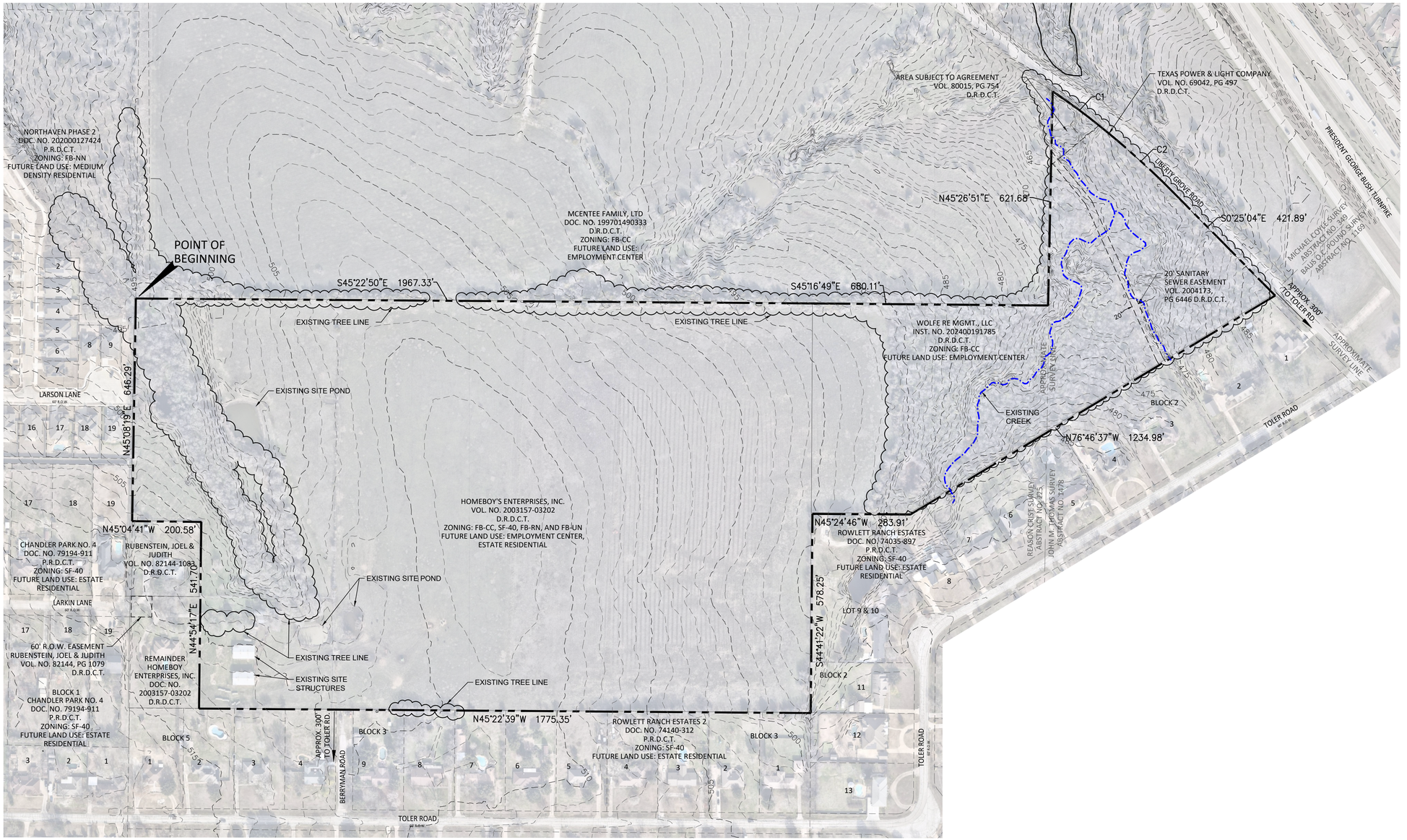
THENCE North 45 degrees 22 minutes 39 seconds West, with the south line of said Homeboy's Enterprises, Inc. tract, same being common with the north line of said ROWLETT RANCH ESTATES 2 Addition, a distance of 1,775.35 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set for the most southerly west corner of this tract, from which a 1-inch iron rod found in the southeast line of CHANDLER PARK NO. 4, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 79194-911, Plat Records, Dallas County, Texas, same being the common west corner of said Homeboy's Enterprises, Inc. tract and northwest corner of said ROWLETT RANCH ESTATES 2 Addition, bears North 45 degrees 22 minutes 39 seconds West, 201.87 feet;

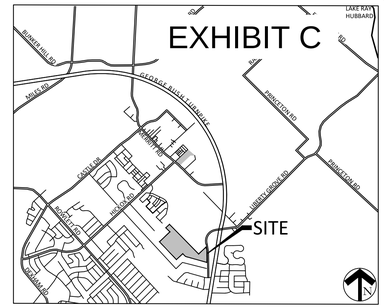
THENCE North 44 degrees 54 minutes 17 seconds East, over and across said Homeboy's Enterprises, Inc. tract, passing at a distance of 324.09 feet a 5/8-inch iron rod found for the south corner of that tract of land conveyed to Joel & Judith Rubenstein, according to the document filed

of record in Document No. 82144-1083, Deed Records, Dallas County, Texas and continuing for a total distance of 541.70 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "JVC" set for the east corner of said Rubenstein tract and being a common interior ell corner of said Homeboy's Enterprises, Inc. tract;

THENCE North 45 degrees 04 minutes 41 seconds West, a distance of 200.58 feet to a 5/8-inch iron rod found in the southeast line of the above-mentioned CHANDLER PARK NO. 4 Addition for the common north corner of said Joel & Judith Rubenstein tract and an exterior ell corner of said Homeboy's Enterprises, Inc. tract;

THENCE North 45 degrees 08 minutes 19 seconds East, with the northwest line of said Homeboy's Enterprises, Inc. tract, a distance of 646.29 feet to the **POINT OF BEGINNING** and containing 67.543 acres of land.





NOTES

1. According to FEMA FIRM Panel 48113C0245K, Effective on 7/7/2014, floodplain does not exist on this property.
2. The development of the site will be in accordance with City of Rowlett development standards.

Record of Submissions

No.	Date	Submission Description
1	8/28/25	1st Submittal

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano,TX 75074 | 972.201.3100

Owner :
PBREI LLC
6000 W. I-20 Ste. 200
Arlington, TX. 76016
Attn: Lynn Boyer

Owner:
Homeboys Enterprises, Inc.
3602 Larkin Lane
Rowlett, TX. 75089
Attn: Hossain Makvandi

Surveyor/Engineer:
Johnson Volk Consulting, Inc.
704 Central Expressway East, Suite 1200
Plano, TX. 75074
(972) 201-3100
Attn: Jay Volk, PE
Email: jay.volk@johnsonvolk.com

EXHIBIT C
EXISTING SITE CONDITIONS
NORTH SHORE SOUTH
67.543 Acres
Reason Christ Survey, Abstract No. 225;
John M. Thomas Survey, Abstract No. 1478
City of Rowlett,
Dallas County, Texas
226 Lots, 5 Open Spaces

SHEET 1 OF 2

Date Submitted: August 31, 2025

j:\civil 3d projects\tmh - taylor morrison\tmh502 - north shore south\exhibits\ 2025.08.25 - pd exhibits\existing site conditions.dwg

Exhibit D – Planned Development Standards

1.0 Planned Development – Single Family

1.01 Purpose: The purpose of this Planned Development District (PD) is to allow for development of standard single family detached housing.

1.02 Requirements: This Planned Development District shall be subject to the requirements of the SF-5 Zoning District, except as modified below. The concept plan provided shows the general schematic layout of the site and intended uses only. The concept plan is subject to change, and modifications are allowed in the planning and design process, provided that the final site plan matches the characteristic and intent of the plan provided in this ordinance.

1.03 Permitted Uses: Uses as allowed in the "SF-5" zoning district are allowed in this Planned Development District.

1.04 Zoning Standards: Standards as defined in the "SF-5" zoning are required except as modified below.

(1) Minimum Lot Area:
- SF-50: Six thousand (6,000) square feet
- SF-60: Seven thousand, two hundred (7,200) square feet

(2) Minimum Lot Width, measured along the front building setback:
- SF-50: Fifty (50) feet minimum lot width
    - Lots located along elbows, cul-de-sacs, or along a curve may have a width of forty-five (45) feet at the front building line, provided all other requirements in this section are fulfilled.
- SF-60: Sixty (60) feet minimum lot width
    - Lots located along elbows, cul-de-sacs, or along a curve may have a width of fifty-five (55) feet at the front building line, provided all other requirements in this section are fulfilled.
- Lots located along elbows, cul-de-sacs, or along a curve may be reduced by five (5) feet, provided that all other requirements of this section are fulfilled.

(3) Minimum Lot Depth: One hundred twenty (120) feet
- Lots located along elbows, cul-de-sacs, or along a curve may be reduced by ten (10) feet, provided that all other requirements of this section are fulfilled.

(4) Maximum family dwelling units: Three and a half (3.5) dwelling units per acre

(5) Front yard setback: Twenty-five (25) feet
- Increased by 15' to align with a typical front yard setback for similar product type.

(6) Rear yard setback: Fifteen (15) feet
- Decreased by 10’ to align with typical rear yard setback and balances the increase in front yard setback, both of which allows a typical lot depth for this product type.

(7) Side yard setback:
- Interior side setback: Five (5) feet
- Corner lot side setback: Fifteen (15) feet
- Key lot side setback: Fifteen (15) feet

(8) Maximum lot coverage by structure:
- SF-50: Fifty-five (55) percent
- SF-60: Fifty-five (55) percent

(9) Minimum Building Façade Masonry Coverage: Eighty (80) percent

(10) Minimum roof pitch required: A minimum 8:12 roof pitch is required for each primary structure

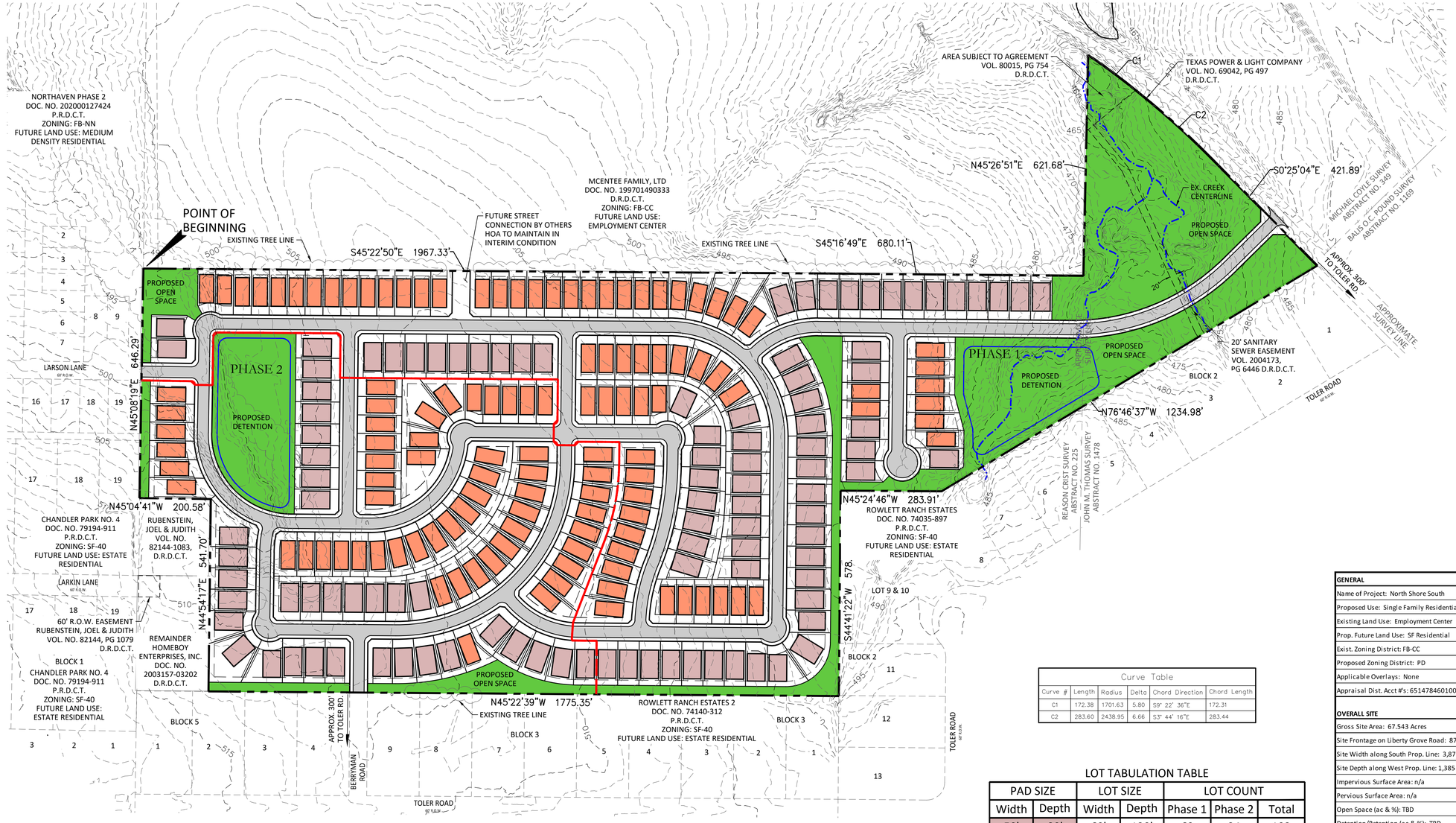
(11) Minimum Open Space: Twenty (20) Percent

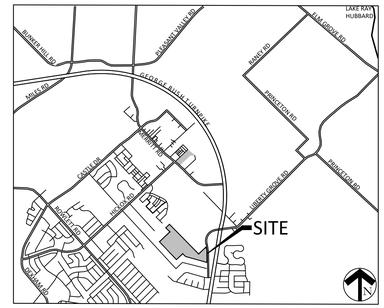
1.05 Additional Deviations:

(1) Section 77-603(c)(10)(b), Residential minor streets shall be designed and platted so that no street sequent shall contrive a straight line for more than 1,200 feet before altering its course by at least 20 degrees.
   a. Proposed street with 1,275 feet straight course
(2) 77-603(D), Alleys shall be provided in all new residential developments and replatting of existing subdivisions unless otherwise excepted by the planning and zoning commission
   a. Alleys are not proposed in this development.
(3) Section 77-504.D.4.b(4) requires entry way median.
   a. No proposed entry way median in an effort to minimize disturbance of existing channel and tree grove area.
(4) Garages shall use "L" or "J" hook driveway entrances into garages and doors shall not face a public street.
   a. Not all homes are proposed with side entry garages; see Elevations Exhibit.
(5) Landscape Area at Primary Entry
   a. Proposed single 4,800 sq. ft. landscape area on north side of entry in lieu of both sides in an effort to minimize disturbance of existing tree grove.
   b. Entire front portion of property is left as-is with natural vegetation and trees.
(6) Thoroughfare Plan Amendment
   a. The development will only provide one roadway stub to the north, which will be connected by future roadway (one of two) planned to extend from Merritt Road.
   b. The other future roadway shall be removed or realigned on the Thoroughfare Plan to reflect our single northern stub road.
(7) Local Residential Street (50’ Right-Of-Way)
   a. In lieu of providing a Residential Minor Street section at 60’ ROW width, this development proposes a 50’ ROW which aligns with a Local Residential Street found in a typical subdivision of this type.
   b. A 50’ ROW better fits this site due to space constraints, but also allows for an additional 25’ of landscape common area/buffer between the residential lots to the south.

c. Adjoining subdivision at Larson Ln. also utilized Local Residential Street w/ 50’ ROW.

EXHIBIT E





VICINITY MAP
Not to Scale

150 75 0 150
SCALE 1" = 150'

LEGEND

	PHASE LINE
	PROPERTY LINE
	EXISTING CREEK

PROJECT SITE DATA

GENERAL	HOUSING	TOTALS	SF-50	SF-60
Name of Project: North Shore South	Total Gross Density (du/ac)	3.5	-	-
Proposed Use: Single Family Residential	Lot Count by Typical Lot Size	226	123	103
Existing Land Use: Employment Center	Lot Table showing area & dwelling size	*See below & Lot Tabulations Table*		
Prop. Future Land Use: SF Residential	Total number of dwelling units	226	123	103
Exist. Zoning District: FB-CC	SF Lots	226	123	103
Proposed Zoning District: PD	Open Space Lots	6	3	3
Applicable Overlays: None		PERMITTED	PROPOSED	PROPOSED
Appraisal Dist. Acct #'s: 65147846010080000; 65022558510540	PROPERTY DEVELOPMENT REGULATIONS	BASE: SF-5	SF-50	SF-60
	Maximum Lot Coverage (%)	75%	55%	55%
OVERALL SITE	Minimum Lot Area (SF)	5,000	6,000	7,200
Gross Site Area: 67.543 Acres	Minimum Lot Width (feet)*	50	50	60
Site Frontage on Liberty Grove Road: 875 feet	Minimum Lot Depth (feet)**	100	120	120
Site Width along South Prop. Line: 3,870 feet	Front Setback (feet)	10	25	25
Site Depth along West Prop. Line: 1,385 feet	Side Interior Setback (feet)	5	5	5
Impervious Surface Area: n/a	Side Street Setback (feet)	10	15	15
Pervious Surface Area: n/a	Side Key Lot Setback (feet)	10	15	15
Open Space (ac & %): TBD	Rear Setback (feet)	25	15	15
Detention/Retention (ac & %): TBD	Maximum Structure Height (feet)	35	35	35
Recreation (ac & %): n/a	Maximum No. Stories	2	2	2
Preserve (ac & %): TBD				
Civic (ac & %): n/a				

** Minimum lot width may be reduced by 5' for lots located along elbows, cul-de-sacs, or along a curve provided all other area regulations are met*
***Minimum lot depth may be reduced by 10' for lots located along elbows, cul-de-sacs, or along a curve provided all other area regulations are met*

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	172.38	1701.63	5.80	S9° 22' 36"E	172.31
C2	283.60	2438.95	6.66	S3° 44' 16"E	283.44

LOT TABULATION TABLE

PAD SIZE		LOT SIZE		LOT COUNT		
Width	Depth	Width	Depth	Phase 1	Phase 2	Total
50'	80'	60'	120'	69	34	103
40'	80'	50'	120'	67	56	123
				136	90	226

NOTES

1. All current development requirements of the City as amended shall be met unless approved otherwise within these Planned Development Regulations.
2. This Proposed Site Concept is for illustrative purposes only and subject to change. This Proposed Site Concept, along with development regulations, is intended to describe the intent of the Planned Development. Significant deviations from this Proposed Site Concept, as determined by the Director, will require an amendment to the Proposed Site Concept and, as necessary, the development regulations.
3. According to FEMA FIRM Panel 48113C0245K, Effective on 7/7/2014, floodplain does not exist on this property.
4. The development of the site will be in accordance with City of Rowlett development standards.

Record of Submissions

No.	Date	Submission Description
3	4/9/26	3rd Submittal
2	1/16/26	2nd Submittal
1	8/28/25	1st Submittal

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

Owner:
PBREI LLC
6000 W. I-20 Ste. 200
Arlington, TX. 76016
Attn: Lynn Boyer

Owner:
Homeboys Enterprises, inc.
3602 Larkin Lane
Rowlett, TX. 75089
Attn: Hossain Makvandi

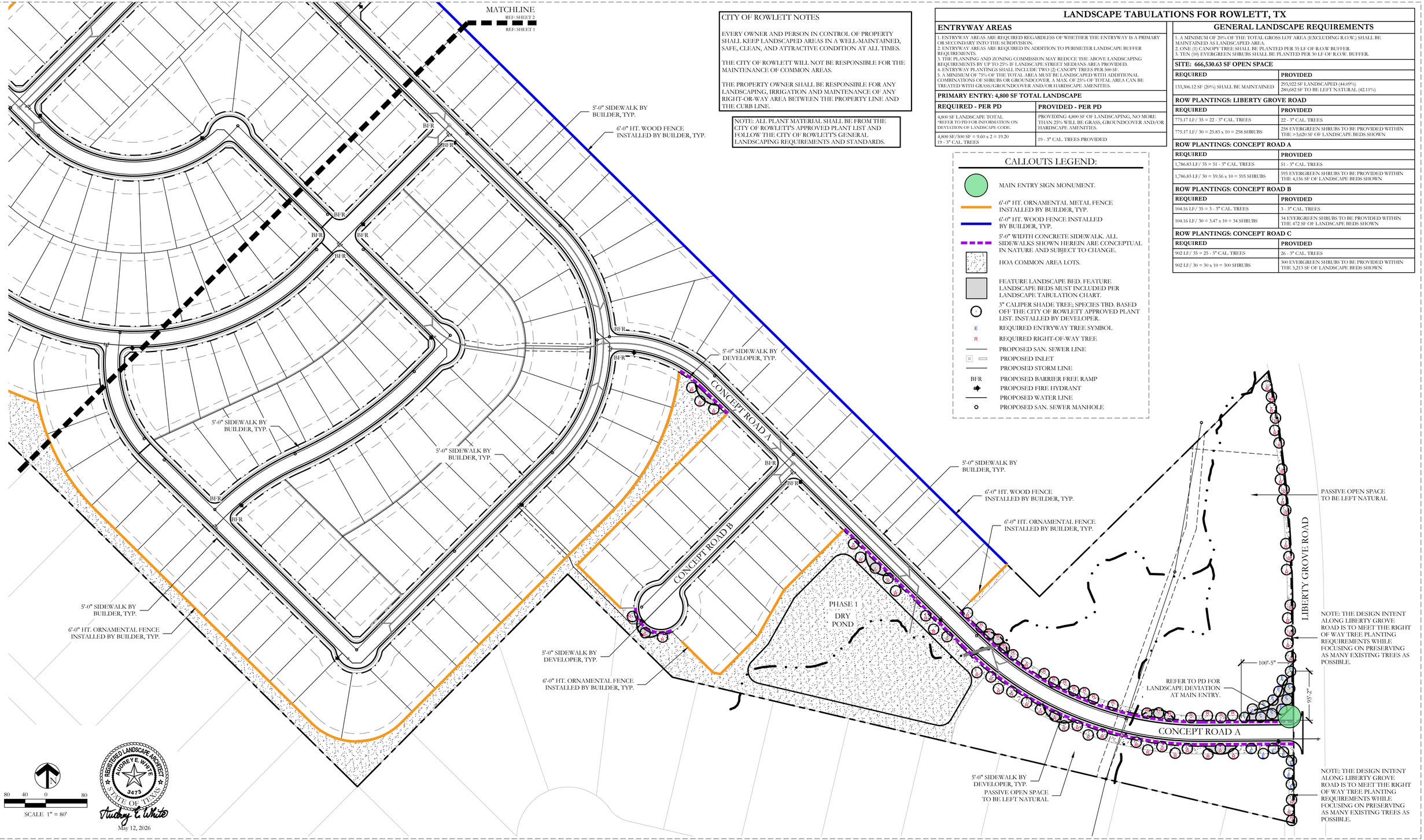
Surveyor/Engineer:
Johnson Volk Consulting, Inc.
704 Central Expressway East, Suite 1200
Plano, TX. 75074
(972) 201-3100
Attn: Claudio Segovia, PE
email: claudio.segovia@johnsonvolk.com

EXHIBIT E
PROPOSED SITE CONCEPT
NORTH SHORE SOUTH
67.543 Acres
Reason Christ Survey, Abstract No. 225
John M. Thomas Survey, Abstract No. 1478
City of Rowlett
Dallas County, Texas
226 Lots, 6 Open Spaces

Date Submitted: April 7, 2026

j:\civil 3d projects\rpls - rrs pointe homes\rpls501 - north shore south\civ plans\dwg\sheets\pdf\proposed site concept.dwg

EXHIBIT F



CITY OF ROWLETT NOTES

EVERY OWNER AND PERSON IN CONTROL OF PROPERTY SHALL KEEP LANDSCAPED AREAS IN A WELL-MAINTAINED, SAFE, CLEAN, AND ATTRACTIVE CONDITION AT ALL TIMES.

THE CITY OF ROWLETT WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS.

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY LANDSCAPING, IRRIGATION AND MAINTENANCE OF ANY RIGHT-OF-WAY AREA BETWEEN THE PROPERTY LINE AND THE CURB LINE.

NOTE: ALL PLANT MATERIAL SHALL BE FROM THE CITY OF ROWLETT'S APPROVED PLANT LIST AND FOLLOW THE CITY OF ROWLETT'S GENERAL LANDSCAPING REQUIREMENTS AND STANDARDS.

LANDSCAPE TABULATIONS FOR ROWLETT, TX

ENTRYWAY AREAS

1. ENTRYWAY AREAS ARE REQUIRED REGARDLESS OF WHETHER THE ENTRYWAY IS A PRIMARY OR SECONDARY INTO THE SUBDIVISION.
2. ENTRYWAY AREAS ARE REQUIRED IN ADDITION TO PERIMETER LANDSCAPE BUFFER REQUIREMENTS.
3. THE PLANNING AND ZONING COMMISSION MAY REDUCE THE ABOVE LANDSCAPING REQUIREMENTS BY UP TO 25% IF LANDSCAPE STREET MEDIANS AREA PROVIDED.
4. ENTRYWAY PLANTINGS SHALL INCLUDE TWO (2) CANOPY TREES PER 500 SF.
5. A MINIMUM OF 75% OF THE TOTAL AREA MUST BE LANDSCAPED WITH ADDITIONAL COMBINATIONS OF SHRUBS OR GROUNDCOVER. A MAX. OF 25% OF TOTAL AREA CAN BE TREATED WITH GRASS/GROUNDCOVER AND/OR HARDSCAPE AMENITIES.

PRIMARY ENTRY: 4,800 SF TOTAL LANDSCAPE

REQUIRED - PER PD	PROVIDED - PER PD
4,800 SF LANDSCAPE TOTAL *REFER TO PD FOR INFORMATION ON DEVIATION OF LANDSCAPE CODE.	PROVIDING 4,800 SF OF LANDSCAPING, NO MORE THAN 25% WILL BE GRASS, GROUNDCOVER AND/OR HARDSCAPE AMENITIES.
4,800 SF/ 500 SF = 9.60 x 2 = 19.20 19 - 3" CAL. TREES	19 - 3" CAL. TREES PROVIDED

GENERAL LANDSCAPE REQUIREMENTS

1. A MINIMUM OF 20% OF THE TOTAL GROSS LOT AREA (EXCLUDING R.O.W.) SHALL BE MAINTAINED AS LANDSCAPED AREA.
2. ONE (1) CANOPY TREE SHALL BE PLANTED PER 35 LF OF R.O.W. BUFFER.
3. TEN (10) EVERGREEN SHRUBS SHALL BE PLANTED PER 30 LF OF R.O.W. BUFFER.

SITE: 666,530.63 SF OPEN SPACE

REQUIRED	PROVIDED
133,306.12 SF (20%) SHALL BE MAINTAINED	293,922 SF LANDSCAPED (44.09%) 280,682 SF TO BE LEFT NATURAL (42.11%)

ROW PLANTINGS: LIBERTY GROVE ROAD

REQUIRED	PROVIDED
775.17 LF/ 35 = 22 - 3" CAL. TREES	22 - 3" CAL. TREES
775.17 LF/ 30 = 25.83 x 10 = 258 SHRUBS	258 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE >3,620 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD A

REQUIRED	PROVIDED
1,786.83 LF/ 35 = 51 - 3" CAL. TREES	51 - 3" CAL. TREES
1,786.83 LF/ 30 = 59.56 x 10 = 595 SHRUBS	595 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 4,156 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD B

REQUIRED	PROVIDED
104.16 LF/ 35 = 3 - 3" CAL. TREES	3 - 3" CAL. TREES
104.16 LF/ 30 = 3.47 x 10 = 34 SHRUBS	34 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 472 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD C

REQUIRED	PROVIDED
902 LF/ 35 = 25 - 3" CAL. TREES	26 - 3" CAL. TREES
902 LF/ 30 = 30 x 10 = 300 SHRUBS	300 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 5,213 SF OF LANDSCAPE BEDS SHOWN

CALLOUTS LEGEND:

- MAIN ENTRY SIGN MONUMENT.
- 6'-0" HT. ORNAMENTAL METAL FENCE INSTALLED BY BUILDER, TYP.
- 6'-0" HT. WOOD FENCE INSTALLED BY BUILDER, TYP.
- 5'-0" WIDTH CONCRETE SIDEWALK. ALL SIDEWALKS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
- HOA COMMON AREA LOTS.
- FEATURE LANDSCAPE BED. FEATURE LANDSCAPE BEDS MUST INCLUDED PER LANDSCAPE TABULATION CHART.
- 3" CALIPER SHADE TREE; SPECIES TBD. BASED OFF THE CITY OF ROWLETT APPROVED PLANT LIST. INSTALLED BY DEVELOPER.
- E — REQUIRED ENTRYWAY TREE SYMBOL
- R — REQUIRED RIGHT-OF-WAY TREE
- PROPOSED SAN. SEWER LINE
- PROPOSED INLET
- PROPOSED STORM LINE
- BFR — PROPOSED BARRIER FREE RAMP
- PROPOSED FIRE HYDRANT
- PROPOSED WATER LINE
- PROPOSED SAN. SEWER MANHOLE

80 40 0 80

SCALE 1" = 80'

REGISTERED LANDSCAPE ARCHITECT
AUDREY E. WHITE
3473
STATE OF TEXAS

May 12, 2026

NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

NORTH SHORE SOUTH / CONCEPTUAL SCREENING AND BUFFERING

City of Rowlett, Dallas County, Texas

SHEET 1 OF 2

Record of Submissions

No.	Date	Submission Description
3	05-12-2026	5TH ZONING SUBMITTAL
2	05-06-2026	4TH ZONING SUBMITTAL
1	04-09-2026	3RD ZONING SUBMITTAL

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

Applicant:
Tri Pointe Homes
6201 W. Plano Parkway, Suite 150
Plano, Texas 75093
Phone: 214-876-2559
Contact: Bruce French

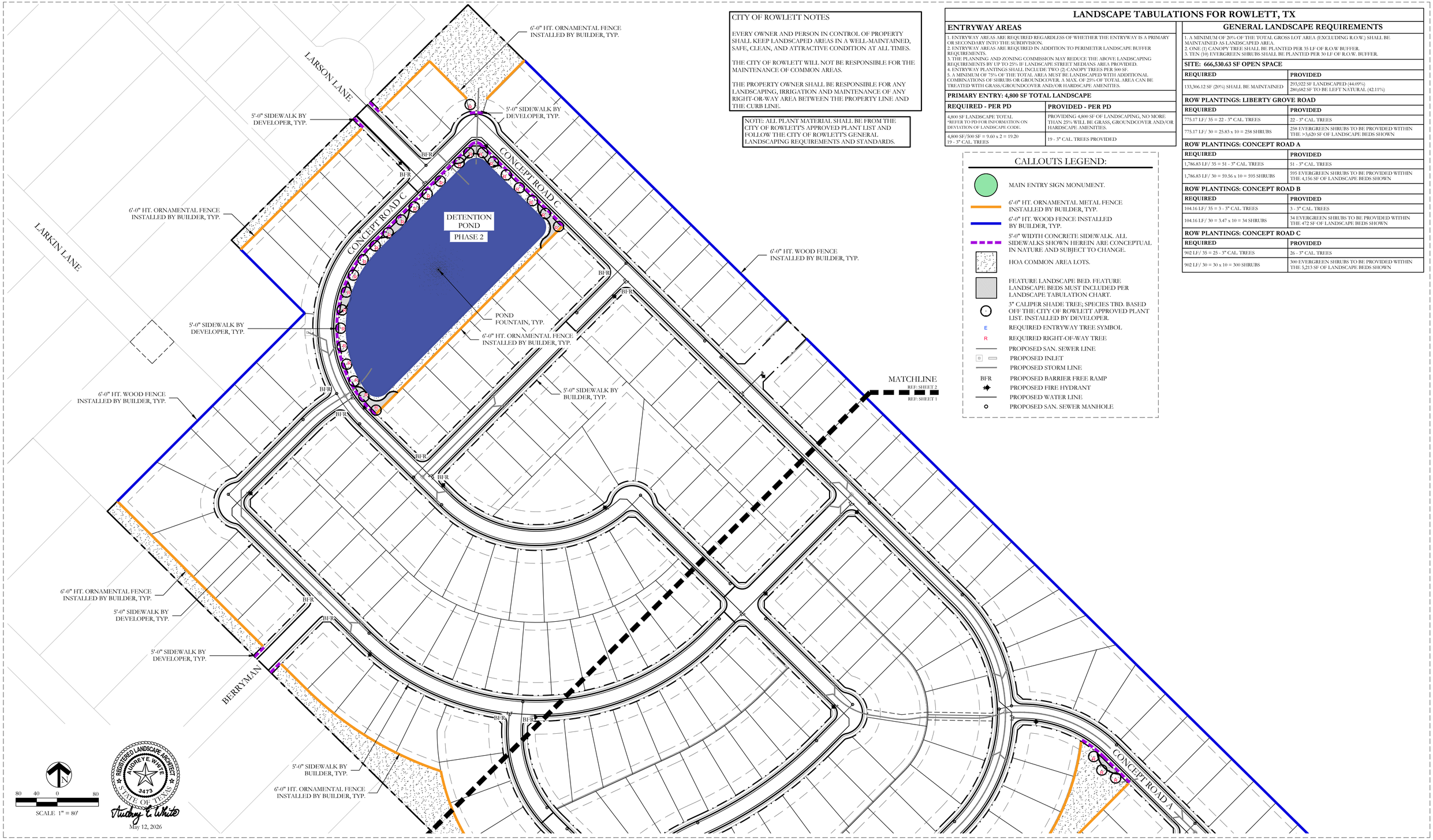
Landscape Architect:
Johnson Volk Consulting, Inc.
704 Central Parkway East, Suite 1200
Plano, Texas 75074
Phone: 972-201-3100
Contact: Audrey White, RLA, LI

Engineer/Surveyor:
Johnson Volk Consulting, Inc.
704 Central Parkway East, Suite 1200
Plano, Texas 75074
Phone: 972-201-3100
Contact: Claudio Segovia, PE

EXHIBIT F
CONCEPT LANDSCAPE PLAN
NORTH SHORE SOUTH

67.54 AC. SITUATED IN REASON CRIST & JOHN M. THOMAS SURVEYS
ABSTRACT# 225 & 1478, CITY OF ROWLETT
DALLAS COUNTY, TEXAS
226 LOTS, 4 OPEN SPACES

EXHIBIT F



CITY OF ROWLETT NOTES

EVERY OWNER AND PERSON IN CONTROL OF PROPERTY SHALL KEEP LANDSCAPED AREAS IN A WELL-MAINTAINED, SAFE, CLEAN, AND ATTRACTIVE CONDITION AT ALL TIMES.

THE CITY OF ROWLETT WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS.

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY LANDSCAPING, IRRIGATION AND MAINTENANCE OF ANY RIGHT-OF-WAY AREA BETWEEN THE PROPERTY LINE AND THE CURB LINE.

NOTE: ALL PLANT MATERIAL SHALL BE FROM THE CITY OF ROWLETT'S APPROVED PLANT LIST AND FOLLOW THE CITY OF ROWLETT'S GENERAL LANDSCAPING REQUIREMENTS AND STANDARDS.

LANDSCAPE TABULATIONS FOR ROWLETT, TX

ENTRYWAY AREAS

1. ENTRYWAY AREAS ARE REQUIRED REGARDLESS OF WHETHER THE ENTRYWAY IS A PRIMARY OR SECONDARY INTO THE SUBDIVISION.
2. ENTRYWAY AREAS ARE REQUIRED IN ADDITION TO PERIMETER LANDSCAPE BUFFER REQUIREMENTS.
3. THE PLANNING AND ZONING COMMISSION MAY REDUCE THE ABOVE LANDSCAPING REQUIREMENTS BY UP TO 25% IF LANDSCAPE STREET MEDIANS AREA PROVIDED.
4. ENTRYWAY PLANTINGS SHALL INCLUDE TWO (2) CANOPY TREES PER 500 SF.
5. A MINIMUM OF 75% OF THE TOTAL AREA MUST BE LANDSCAPED WITH ADDITIONAL COMBINATIONS OF SHRUBS OR GROUNDCOVER. A MAX. OF 25% OF TOTAL AREA CAN BE TREATED WITH GRASS/GROUNDCOVER AND/OR HARDSCAPE AMENITIES.

PRIMARY ENTRY: 4,800 SF TOTAL LANDSCAPE

REQUIRED - PER PD	PROVIDED - PER PD
4,800 SF LANDSCAPE TOTAL *REFER TO PD FOR INFORMATION ON DEVIATION OF LANDSCAPE CODE.	PROVIDING 4,800 SF OF LANDSCAPING, NO MORE THAN 25% WILL BE GRASS, GROUNDCOVER AND/OR HARDSCAPE AMENITIES.
4,800 SF/500 SF = 9.60 x 2 = 19.20 19 - 3" CAL. TREES	19 - 3" CAL. TREES PROVIDED

GENERAL LANDSCAPE REQUIREMENTS

1. A MINIMUM OF 20% OF THE TOTAL GROSS LOT AREA (EXCLUDING R.O.W.) SHALL BE MAINTAINED AS LANDSCAPED AREA.
2. ONE (1) CANOPY TREE SHALL BE PLANTED PER 35 LF OF R.O.W. BUFFER.
3. TEN (10) EVERGREEN SHRUBS SHALL BE PLANTED PER 30 LF OF R.O.W. BUFFER.

SITE: 666,530.63 SF OPEN SPACE

REQUIRED	PROVIDED
133,306.12 SF (20%) SHALL BE MAINTAINED	293,922 SF LANDSCAPED (44.09%) 280,682 SF TO BE LEFT NATURAL (42.11%)

ROW PLANTINGS: LIBERTY GROVE ROAD

REQUIRED	PROVIDED
775.17 LF/ 35 = 22 - 3" CAL. TREES	22 - 3" CAL. TREES
775.17 LF/ 30 = 25.83 x 10 = 258 SHRUBS	258 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE >3,620 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD A

REQUIRED	PROVIDED
1,786.83 LF/ 35 = 51 - 3" CAL. TREES	51 - 3" CAL. TREES
1,786.83 LF/ 30 = 59.56 x 10 = 595 SHRUBS	595 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 4,156 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD B

REQUIRED	PROVIDED
104.16 LF/ 35 = 3 - 3" CAL. TREES	3 - 3" CAL. TREES
104.16 LF/ 30 = 3.47 x 10 = 34 SHRUBS	34 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 472 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD C

REQUIRED	PROVIDED
902 LF/ 35 = 25 - 3" CAL. TREES	26 - 3" CAL. TREES
902 LF/ 30 = 30 x 10 = 300 SHRUBS	300 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 5,213 SF OF LANDSCAPE BEDS SHOWN

CALLOUTS LEGEND:

- MAIN ENTRY SIGN MONUMENT.
- 6'-0" HT. ORNAMENTAL METAL FENCE INSTALLED BY BUILDER, TYP.
- 6'-0" HT. WOOD FENCE INSTALLED BY BUILDER, TYP.
- 5'-0" WIDTH CONCRETE SIDEWALK. ALL SIDEWALKS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
- HOA COMMON AREA LOTS.
- FEATURE LANDSCAPE BED. FEATURE LANDSCAPE BEDS MUST INCLUDED PER LANDSCAPE TABULATION CHART.
- 3" CALIPER SHADE TREE; SPECIES TBD. BASED OFF THE CITY OF ROWLETT APPROVED PLANT LIST. INSTALLED BY DEVELOPER.
- E — REQUIRED ENTRYWAY TREE SYMBOL
- R — REQUIRED RIGHT-OF-WAY TREE
- PROPOSED SAN. SEWER LINE
- PROPOSED INLET
- PROPOSED STORM LINE
- BFR — PROPOSED BARRIER FREE RAMP
- PROPOSED FIRE HYDRANT
- PROPOSED WATER LINE
- PROPOSED SAN. SEWER MANHOLE

N

80 40 0 80

SCALE 1" = 80'

REGISTERED LANDSCAPE ARCHITECT
AUDREY E. WHITE
3473
STATE OF TEXAS

Audrey E. White

May 12, 2026

NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

NORTH SHORE SOUTH / CONCEPTUAL SCREENING AND BUFFERING

City of Rowlett, Dallas County, Texas

SHEET 2 OF 2

Record of Submissions

No.	Date	Submission Description
3	05-12-2026	5TH ZONING SUBMITTAL
2	05-06-2026	4TH ZONING SUBMITTAL
1	04-09-2026	3RD ZONING SUBMITTAL

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

Applicant:
Tri Pointe Homes
6201 W. Plano Parkway, Suite 150
Plano, Texas 75093
Phone: 214-876-2559
Contact: Bruce French

Landscape Architect:
Johnson Volk Consulting, Inc.
704 Central Parkway East, Suite 1200
Plano, Texas 75074
Phone: 972-201-3100
Contact: Audrey White, RLA, LI

Engineer/Surveyor:
Johnson Volk Consulting, Inc.
704 Central Parkway East, Suite 1200
Plano, Texas 75074
Phone: 972-201-3100
Contact: Claudio Segovia, PE

EXHIBIT F
CONCEPT LANDSCAPE PLAN
NORTH SHORE SOUTH
67.54 AC. SITUATED IN REASON CRIST & JOHN M. THOMAS SURVEYS
ABSTRACT# 225 & 1478, CITY OF ROWLETT
DALLAS COUNTY, TEXAS
226 LOTS, 4 OPEN SPACES

EXHIBIT G

50’ Lot Product – One Story

EXHIBIT G

50’ Lot Product – Two Story

50’ Lot Product – Two Story

EXHIBIT G

60’ Lot Product – One Story

EXHIBIT G

EXHIBIT G

60’ Lot Product – One Story

60’ Lot Product – Two Story

EXHIBIT G

EXHIBIT G

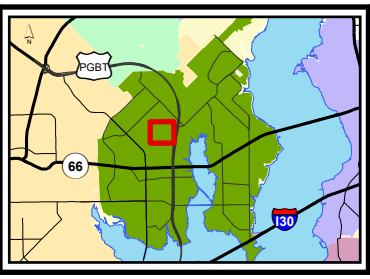
60’ Lot Product – Two Story

ATTACHMENT 1

ATTACHMENT 2

Site
City Limits
Parcels
Streets

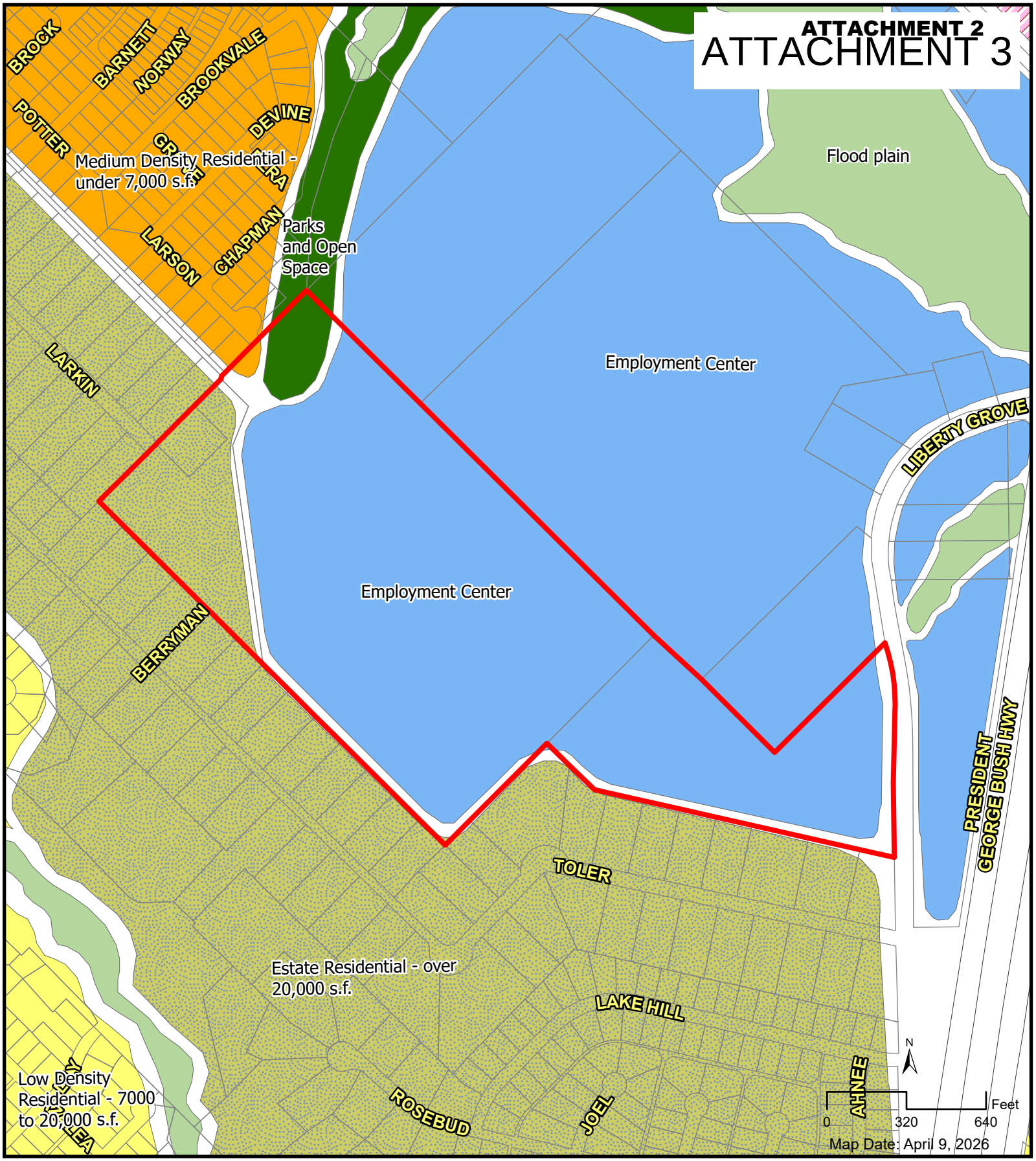
Site Location Map



Rowlett TEXAS

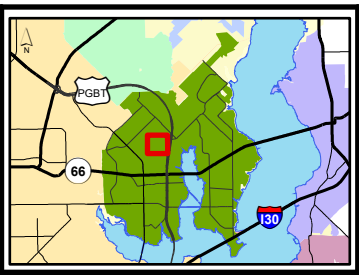
ATTACHMENT 2

ATTACHMENT 3



Site
Parcels
City Limits
Medium Density Residential - under 7,000 s.f.
Low Density Residential - 7,000 to 20,000 s.f.
Estate Residential - over 20,000 s.f.
Floodplain
Employment Center

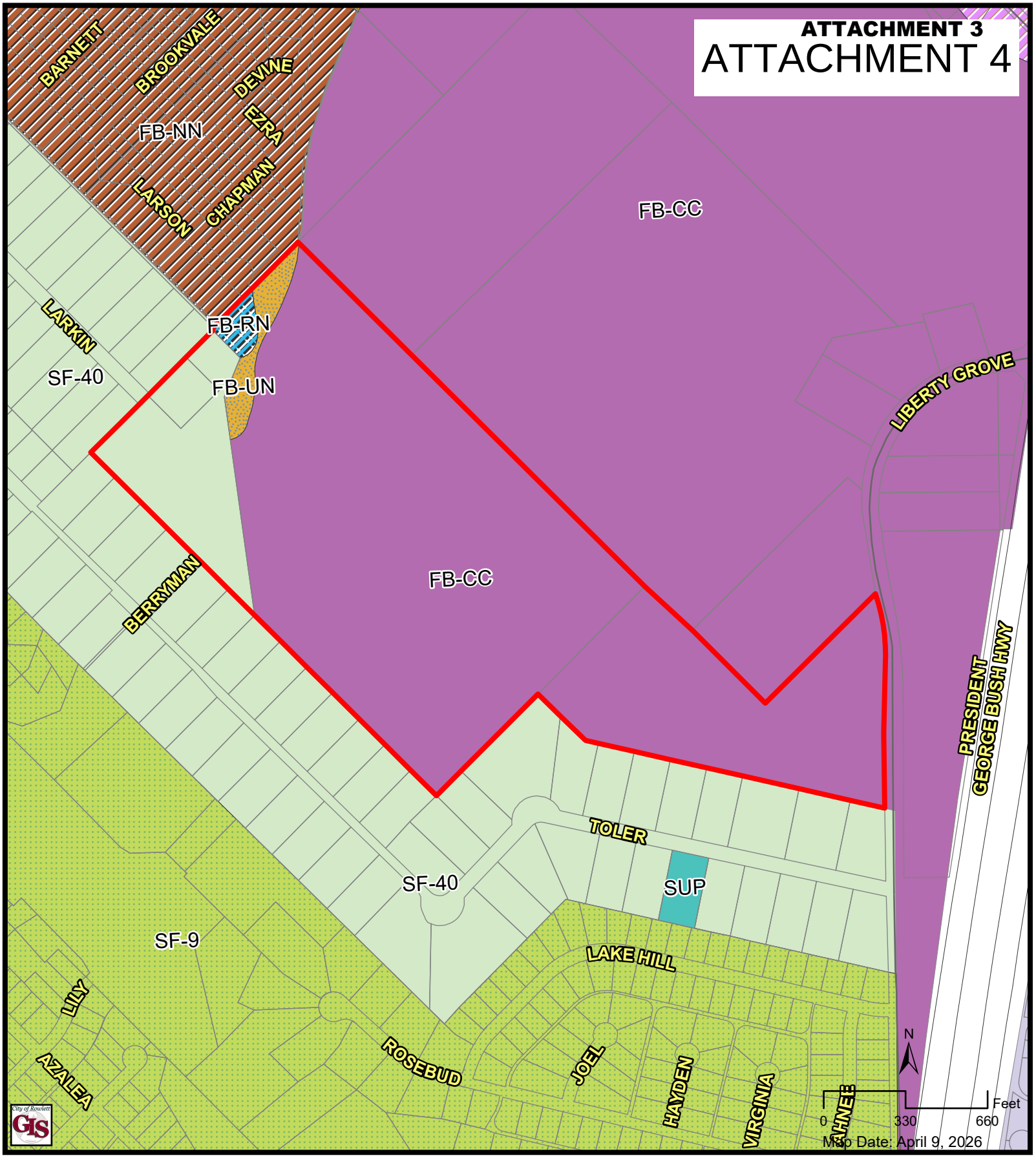
Existing Future Land Use Map



Rowlett TEXAS

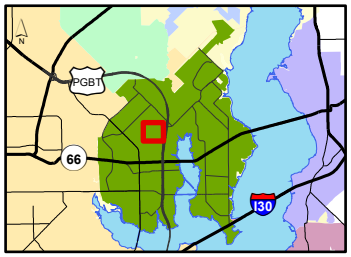
ATTACHMENT 3

ATTACHMENT 4



City Limits
Site
Parcels
SF-40
FB-NN
FB-RN
FB-UN
SUP
FB-CC
SF-9

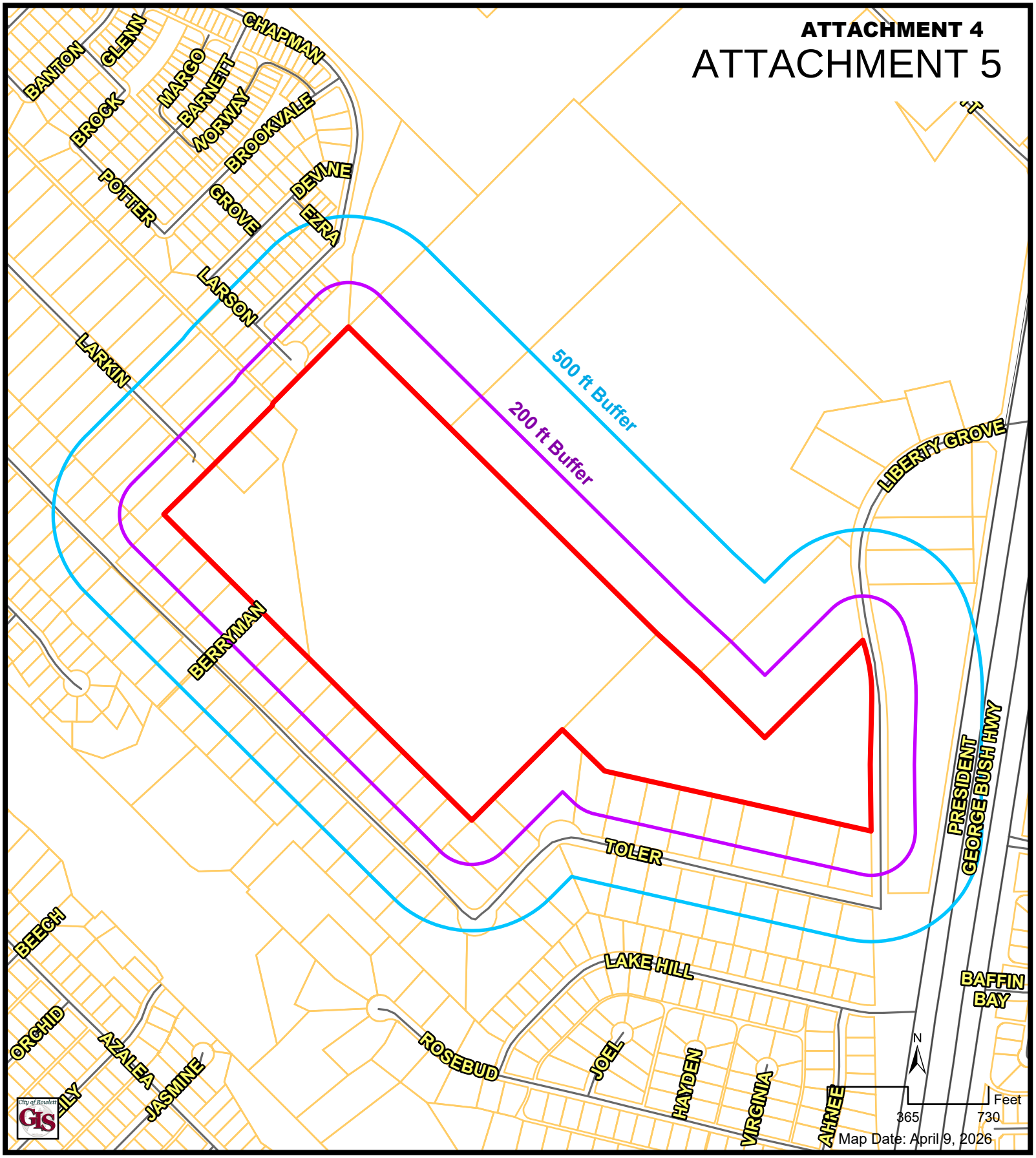
Existing Zoning Map



Rowlett TEXAS

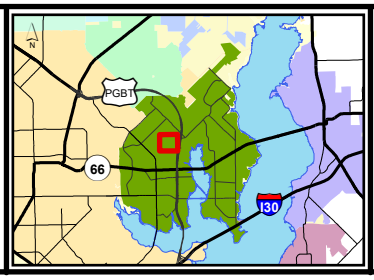
ATTACHMENT 4

ATTACHMENT 5



Site
Parcels
Streets
500 ft Buffer
200 ft Buffer
City Limits

Property Notice Map



Rowlett TEXAS

Project Number:#25-000157
Project Name: North Shore South PD
City of Rowlett
Planning and Urban Design Division

To: Owner

HOMEBOYS ENTERPRISES INC
3602 LARKIN LN
ROWLETT, TEXAS 750892851

Address of Responding Property (if Different than the mailing address) within 200 Feet: _____

Please Check One:

☒ **In Favor of the Request** ☐ **Opposed to the Request**

Comments:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Owner (s) Printed Name: Hossain Makvandi

Owner (s) Phone Number: 469 363 7866

Owner (s) Email Address: heathmobil@sbcglobal.net

Owner (s) Signature: _____

Please return this page no later than April 13, 2026, at 5:00 PM; via email to Planning@rowlett.com *or* regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

4821-5424-3739, v. 1

Project Number:#25-000157
Project Name: North Shore South PD
City of Rowlett
Planning and Urban Design Division

To: Owner

BACH HERBERT E W III
4106 TOLER RD
ROWLETT, TEXAS 750893410

Address of Responding Property (if Different than the mailing address) within 500 Feet: _____

Please Check One:

☐ **In Favor of the Request**

☒ **Opposed to the Request**

Comments:

TOO SMALL SIZE FOR LOTS

PREFER SF 15

Owner (s) Printed Name: HERBERT BACH

Owner (s) Phone Number: [redacted]

Owner (s) Email Address: _____

Owner (s) Signature: Herbert E W Bach III

Please return this page no later than April 27, 2026, at 5:00 PM; via email to Planning@rowlett.com *or* regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

4921-5424-3739, v. 1

Project Number:#25-000157
Project Name: North Shore South PD
City of Rowlett
Planning and Urban Design Division

To: Owner

TETER SHARON ELAINE & MAYILON O
4506 TOLER RD
ROWLETT, TEXAS 750893406

Address of Responding Property (if Different than the mailing address) within 500 Feet: _____

Please Check One:

☐ **In Favor of the Request**

☑ **Opposed to the Request** ABSOLUTELY

Comments:

Looks like the City of Rowlett has Lost Sight of the Quality of Life in Our Home Town! The ABOVE plan will Be A Night mare of TRAFFIC - much too many Homes on postage stamp Lots. "In + out" looks like a maze Also - Looks like my Neighbors are Going To Loose some of their LAND. IN GENERAL - DO NOT See This as POSITIVE PROGRESS!

Owner (s) Printed Name: SHARON E. Teter "Penny"

Owner (s) Phone Number: _____

Owner (s) Email Address: _____

Owner (s) Signature: Sharon "Penny" Teter

Please return this page no later than April 13, 2026, at 5:00 PM; via email to Planning@rowlett.com
or regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

4921-5424-3739, v. 1

Project Number:#25-000157
Project Name: North Shore South PD
City of Rowlett
Planning and Urban Design Division

To: Owner

REGAN C MARTIN & MAUREEN
3710 TOLER RD
ROWLETT, TEXAS 750893414

Address of Responding Property (If Different than the mailing address) within 500 Feet: 3710 Toler Rd.

Please Check One:

☐ **In Favor of the Request** ■ **Opposed to the Request**

Comments:

Toler Road in Rowlett is becoming a major thoroughfare during morning work hours & evening work hours.
We do not have sidewalks on Toler Rd.
Our street is narrow and we need much repair on our street.
Please keep the land & field on Larkin Ln. for ranching and grazing for the animals. We oppose a new housing tract in our neighborhood.

Owner (s) Printed Name: Dr. and Mrs. Regan

Owner (s) Phone Number: 469-235-7408

Owner (s) Email Address: cmregi@verizon.net

Owner (s) Signature: Christopher Martin Regan

Please return this page no later than April 27, 2026, at 5:00 PM; via email to Planning@rowlett.com
or regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

4921-5424-3739, v. 1

Project Number: 25-000157

Project Name: Northshore Landing Planned Development (PD)

City of Rowlett
Planning Division

To: Owner

FOX TOM TIM & FOX LOUISE P
3705 TOLER RD
ROWLETT, TEXAS 750893425

Address of Responding Property (if Different than the mailing address) within 500 Feet: _____

Please Check One:

☐ **In Favor of the Request** ☐ **Opposed to the Request**

Comments:

You tried this several years ago. It was decided it would cause way too much traffic on Berryman and Toler Road By putting in lowered valued housing our property valuation would be affected. The land at the end of Berryman Road is classified as SF40 because during heavy rains the water backs up onto Berryman 30 to 40 feet because of drainage that feeds into natural reservoir on 190

Owner (s) Printed Name: Louise P. Fox

Owner (s) Phone Number: 214-674-9242

Owner (s) Email Address: bfox@Intervest.net

Owner (s) Signature: Louise P. Fox

Please return this page no later than May 25, 2026, at 5:00 PM; via email to Planning@rowlett.com ***or*** regular mail to:
Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Michael King

From: noreply@civicplus.com
Sent: Monday, April 20, 2026 9:32 AM
To: Planning Department
Subject: Online Form Submission #23040 for Citizen Input Form

CAUTION: External Email

Citizen Input Form

Persons wanting to submit comments regarding a zoning case may:

- Attend the meeting in person. Public comment will be limited to 3 minutes per person,

AND/OR

- Complete this Citizen Input Form by 3:30 p.m. on the day of the meeting. All forms will be forwarded to the Board or Commission members prior to the meeting.

Project Name/Number:	#25-000159
Project Location:	Planned Development-North Shore Landing
I am:	Opposed to this request
Comments:	*Field not completed.*
Questions:	*Field not completed.*
First Name	Virginia
Last Name	Smith
Owner's Property Address:	4302 Toler Road
Owner's Mailing Address (if different from Property Address)	*Field not completed.* 500
Owner's Email:	

Project Number:#25-000157
Project Name: North Shore South PD
City of Rowlett
Planning and Urban Design Division

To: Owner

RANDALL RUTH
4505 TOLER RD
ROWLETT, TEXAS 750893433

Address of Responding Property (If Different than the mailing address) within 200 Feet: _____

Please Check One:

☐ **In Favor of the Request**

☒ **Opposed to the Request**

Comments:

Traffic would be a nightmare.
Keep as is.

Owner (s) Printed Name: Ruth Randall

Owner (s) Phone Number: _____

Owner (s) Email Address: _____

Owner (s) Signature: Ruth Randall

Please return this page no later than April 13, 2026, at 5:00 PM; via email to Planning@rowlett.com *or* regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

4921-5424-3739, v. 1

Project Number: 25-000157
Project Name: Northshore Landing Planned Development (PD)

City of Rowlett
Planning Division

To: Owner

FOX TOM TIM & FOX LOUISE P
3705 TOLER RD
ROWLETT, TEXAS 750893425

Address of Responding Property (if Different than the mailing address) within 200 Feet: _____

Please Check One:

☐ **In Favor of the Request** ☒ **Opposed to the Request**

Comments:

You tried this several years ago. It was decided this would cause way too much traffic. By putting in lower valued housing existing properties would be affected by lower property evaluations.
This land is classified as SF40 because of natural drainage that feeds into natural reservoir on 190 During heavy rains the water backs up on to Berryman 30 to 40 feet. This proposition has no buffer zone for existing homes. Who is benefiting from multiple Postponements. This is our 3rd Response to this Project

Owner (s) Printed Name: Tom + Louise Fox

Owner (s) Phone Number: 214-674-9242

Owner (s) Email Address: LFox@Interyet.net

Owner (s) Signature: Tom Fox

Please return this page no later than June 5, 2026, at 5:00 PM; via email to Planning@rowlett.com ***or*** regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Project Number: 25-000157

Project Name: Northshore Landing Planned Development (PD)

City of Rowlett
Planning Division

To: Owner

BLANTON JAMES K
3901 TOLER RD
ROWLETT, TEXAS 750893427

Address of Responding Property (if Different than the mailing address) within 200 Feet: _____

Please Check One:

☐ **In Favor of the Request** ☑ **Opposed to the Request**

Comments:

No Starter homes. Homes need to be 2000 sq ft + plus garage or larger. No zero lots. No two story homes to invade my privacy.
No using Toler Rd as exit from neighborhood.

Owner (s) Printed Name: James Blanton

Owner (s) Phone Number: 972-412-0421

Owner (s) Email Address: Blantonfamily3@verizon.net

Owner (s) Signature: James Blanton

Please return this page no later than May 25, 2026, at 5:00 PM; via email to Planning@rowlett.com ***or*** regular mail to:
Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Project Number:#25-000157
Project Name: North Shore South PD
City of Rowlett
Planning and Urban Design Division

To: Owner

PETCHKUROW JOHN A ETAL
3809 TOLER RD
ROWLETT, TEXAS 750893426

Address of Responding Property (if Different than the mailing address) within 200 Feet: 3809 Toler Rd

Please Check One:

☐ **In Favor of the Request**

☒ **Opposed to the Request**

Comments:

Do not want low income property Behind Toler Road

Do not want Berryman open for more traffic traveling on Toler Rd. People drive too fast and without sidewalks, it is dangerous to walk along Toler Especially for kids

Owner (s) Printed Name: John Petchkurow

Owner (s) Phone Number:

Owner (s) Email Address:

Owner (s) Signature:

Please return this page no later than April 27, 2026, at 5:00 PM; via email to Planning@rowlett.com *or* regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

4921-5424-3739, v. 1

Project Number: 25-000157

Project Name: Northshore Landing Planned Development (PD)

City of Rowlett
Planning Division

To: Owner

PERRY LESLIE JOANNE
3805 TOLER RD
ROWLETT, TEXAS 750893426

Address of Responding Property (if Different than the mailing address) within 200 Feet: _____

Please Check One:

☐ **In Favor of the Request**

☒ **Opposed to the Request**

Comments:

NO. ~~There~~ The water pressure is low

The houses around the area are worth at least $400,000 and this will lower property value

Toler, Liberty Grove, and Hickox are not up to additional traffic.

Owner (s) Printed Name: Leslie Perry

Owner (s) Phone Number: 469-585-4918

Owner (s) Email Address: baseballspice@yahoo.com

Owner (s) Signature: Leslie Perry

Please return this page no later than May 25, 2026, at 5:00 PM; via email to Planning@rowlett.com ***or*** regular mail to:
Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Project Number: 25-000157

Project Name: Northshore Landing Planned Development (PD)

City of Rowlett
Planning Division

To: Owner

CLARK KARLA & RANDY
3712 CHAPMAN CIR
ROWLETT, TEXAS 750891273

Address of Responding Property (if Different than the mailing address) within 200 Feet: _____

Please Check One:

☐ **In Favor of the Request** ☒ **Opposed to the Request**

Comments:

My primary concern is the alignment of the property with the NorthHaven developer. If Larson Street is opened and connected to the new property, Chapman Circle would become the primary feeder for traffic into the back of the new development. Chapman Circle parallels a major walking path used frequently by families, children, and pet owners; an influx of traffic would create significant safety risks for these residents. Additionally, when vehicles are parked on both sides of Chapman Circle, there is less than 15 ft of unobstructed street width available. This is insufficient space for cut-through traffic to maneuver safely. If Larson street must be opened to the new property, I request that it be restricted to Emergency vehicle use only, using breakaway barrier Post.

Owner (s) Printed Name: Randy Clark

Owner (s) Phone Number: 972.310.8899

Owner (s) Email Address: Roclark11@yahoo.com

Owner (s) Signature: Randy Clark

Please return this page no later than May 25, 2026, at 5:00 PM; via email to Planning@rowlett.com or regular mail to:
Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Michael King

From: noreply@civicplus.com
Sent: Monday, April 6, 2026 3:39 PM
To: Citizen Input
Subject: Online Form Submission #22958 for Public Input

CAUTION: External Email

Public Input

The City of Rowlett welcomes feedback from the public. These comments will not be read during the meeting; however, they will be provided to the members prior to the meeting. You may submit your position through this form by 3:30 p.m. the day of the meeting (or the day prior if it is a morning meeting).

All fields marked with an asterisk are required.

Name:	Jake Farmer
Are you a Rowlett resident?	Yes
Home address:	4501 Toler Road
Preferred telephone number (###-###-####):	
Email address:	
To what meeting body should we submit your comments?	Planning and Zoning Commission
What is the date of the meeting you are referencing?	April
Day	14
Current agendas can be found on the "Public Bulletin Board" page of the website: https://www.ci.rowlett.tx.us/980/Public-Bulletin-Board.	Project #25-000157 Planned Development
Please specify the agenda item you are addressing. If you have a comment that is not agenda-specific, please list "General Comment."	

200

Tammi Diedrich

From: noreply@civicplus.com
Sent: Friday, May 22, 2026 3:11 PM
To: Planning Department
Subject: Online Form Submission #23199 for Citizen Input Form

Follow Up Flag: Flag for follow up
Flag Status: Flagged

CAUTION: External Email

Citizen Input Form

Persons wanting to submit comments regarding a zoning case may:

- Attend the meeting in person. Public comment will be limited to 3 minutes per person,

AND/OR

- Complete this Citizen Input Form by 3:30 p.m. on the day of the meeting. All forms will be forwarded to the Board or Commission members prior to the meeting.

Project Name/Number:	Northshore Landing Planned Development/25-000157
Project Location:	Behind homes on Toler Road
I am:	Opposed to this request
Comments:	The information I have is that the proposed directly behind my home and a majority of homes on Toler Road will be zero lot lines or townhomes. Either way do Not fit with the homes currently on Toler Road with acre lots. The scale, density and design of this development do not align with the established neighborhood. Our existing road infrastructure cannot handle the influx of vehicles with project will generate. This development will worsen congestion and create safety hazards for drivers and pedestrians. This construction will destroy green space, disrupt withlife habits, and increase stormwater runoff, riskiong localized flooding.

Tammi Diedrich

From: noreply@civicplus.com
Sent: Monday, May 18, 2026 12:03 PM
To: Planning Department
Subject: Online Form Submission #23172 for Citizen Input Form

CAUTION: External Email

Citizen Input Form

Persons wanting to submit comments regarding a zoning case may:

- Attend the meeting in person. Public comment will be limited to 3 minutes per person,

AND/OR

- Complete this Citizen Input Form by 3:30 p.m. on the day of the meeting. All forms will be forwarded to the Board or Commission members prior to the meeting.

Project Name/Number:	25-000157 North short landing planned develpment
Project Location:	Rowlett
I am:	Opposed to this request
Comments:	Please consider opposing the North Shore landing plan development
Questions:	*Field not completed.*
First Name	ANDREW
Last Name	RODRIGUEZ
Owner's Property Address:	4401 TOLER RD
Owner's Mailing Address (if different from Property Address)	*Field not completed.* 200
Owner's Email:	ANDREW@ILSV.NET

Michael King

From: noreply@civicplus.com
Sent: Monday, April 6, 2026 10:37 AM
To: Citizen Input
Subject: Online Form Submission #22948 for Public Input

CAUTION: External Email

Public Input

The City of Rowlett welcomes feedback from the public. These comments will not be read during the meeting; however, they will be provided to the members prior to the meeting. You may submit your position through this form by 3:30 p.m. the day of the meeting (or the day prior if it is a morning meeting).

All fields marked with an asterisk are required.

Name:	Kristen Lopez
Are you a Rowlett resident?	Yes
Home address:	4005 Toler Rd
Preferred telephone number (###-###-####):	2147274860
Email address:	
To what meeting body should we submit your comments?	Planning and Zoning Commission
What is the date of the meeting you are referencing?	April
Day	14
Current agendas can be found on the "Public Bulletin Board" page of the website: https://www.ci.rowlett.tx.us/980/Public-Bulletin-Board.	Case #25-000157 – Formal Opposition to Proposed De
Please specify the agenda item you are addressing. If you have a comment that is not agenda-specific, please list "General Comment."	

200

Toler · **ATTACHMENT 5**

Project Number: 26-000032
Project Name: Hix 4002 Toler Road Accessory Building and Carport

City of Rowlett
Planning Division

To: Owner

PERRY LESLIE JOANNE
3805 TOLER RD
ROWLETT, TX 750893426

Address of Responding Property (if Different than the mailing address) within 500 Feet: _____

Please Check One:

☐ **In Favor of the Request** ☒ **Opposed to the Request**

Comments:

NO! There are other housing construction projects going on.
- Poor water pressure
- lowers property values. Houses on Toler, Larkin, and the subdivision worth $400,000 or more currently.
- Toler, Liberty Grove, and Hickox in poor condition- cannot accomodate more traffic.

Owner (s) Printed Name: Leslie Perry

Owner (s) Phone Number: 469-585-4918

Owner (s) Email Address: baseballspice@yahoo.com

Owner (s) Signature: Leslie Perry

Please return this page no later than May 25, 2026, at 5:00 PM; via email to Planning@rowlett.com
or regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Diedrich

From: noreply@civicplus.com
Sent: Monday, May 25, 2026 9:32 AM
To: Planning Department
Subject: Online Form Submission #23202 for Citizen Input Form

Follow Up Flag: Flag for follow up
Flag Status: Flagged

CAUTION: External Email

Citizen Input Form

Persons wanting to submit comments regarding a zoning case may:

- Attend the meeting in person. Public comment will be limited to 3 minutes per person,

AND/OR

- Complete this Citizen Input Form by 3:30 p.m. on the day of the meeting. All forms will be forwarded to the Board or Commission members prior to the meeting.

Project Name/Number:	26-000032
Project Location:	Hix 4002 Toler Road Accessory Building and Carport
I am:	Opposed to this request
Comments:	*Field not completed.*
Questions:	*Field not completed.*
First Name	Jemrose
Last Name	Bandoy
Owner's Property Address:	4005 Rosebud Drive
Owner's Mailing Address (if different from Property Address)	*Field not completed.*

Exhibit D – Planned Development Standards

1.0 Planned Development – Single Family

1.01 Purpose: The purpose of this Planned Development District (PD) is to allow for development of standard single family detached housing.

1.02 Requirements: This Planned Development District shall be subject to the requirements of the SF-5 Zoning District, except as modified below. The concept plan provided shows the general schematic layout of the site and intended uses only. The concept plan is subject to change, and modifications are allowed in the planning and design process, provided that the final site plan matches the characteristic and intent of the plan provided in this ordinance.

1.03 Permitted Uses: Uses as allowed in the "SF-5" zoning district are allowed in this Planned Development District.

1.04 Zoning Standards: Standards as defined in the "SF-5" zoning are required except as modified below.

(1) Minimum Lot Area:
- SF-50: Six thousand (6,000) square feet
- SF-60: Seven thousand, two hundred (7,200) square feet

(2) Minimum Lot Width, measured along the front building setback:
- SF-50: Fifty (50) feet minimum lot width
    - Lots located along elbows, cul-de-sacs, or along a curve may have a width of forty-five (45) feet at the front building line, provided all other requirements in this section are fulfilled.
- SF-60: Sixty (60) feet minimum lot width
    - Lots located along elbows, cul-de-sacs, or along a curve may have a width of fifty-five (55) feet at the front building line, provided all other requirements in this section are fulfilled.
- Lots located along elbows, cul-de-sacs, or along a curve may be reduced by five (5) feet, provided that all other requirements of this section are fulfilled.

(3) Minimum Lot Depth: One hundred twenty (120) feet
- Lots located along elbows, cul-de-sacs, or along a curve may be reduced by ten (10) feet, provided that all other requirements of this section are fulfilled.

(4) Maximum family dwelling units: Three and a half (3.5) dwelling units per acre

(5) Front yard setback: Twenty-five (25) feet
- Increased by 15' to align with a typical front yard setback for similar product type.

EXHIBIT B

Exhibit B
LEGAL DESCRIPTION
67.543 ACRES

BEING a tract of land situated in the REASON CRIST SURVEY, ABSTRACT NO. 225 and the JOHN M. THOMAS SURVEY, ABSTRACT NO. 1478, City of Rowlett, Dallas County, Texas and being all of that tract of land described in Deed to Homeboy's Enterprises, Inc., as recorded in Document No. 2003157-03202, Deed Records, Dallas County, Texas and being all of that tract of land described in Deed to Wolfe RE MGMT., LLC, as recorded in Document No. 202300064833, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap stamped "RSCI RPLS 5034" found for the north corner of said Homeboy's Enterprises, Inc. tract, same being common with common with the west corner of that tract of land described in Deed to McEntee Family, Ltd., as recorded in Document No. 199701490333, Deed Records, Dallas County, Texas and being an exterior ell corner of NORTHHAVEN PHASE 2, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 202000127424, Plat Records, Dallas County, Texas;

THENCE South 45 degrees 22 minutes 50 seconds East, with the northeast line of said Homeboy's Enterprises, Inc. tract, same being common with the southwest line of said McEntee Family, Ltd. tract, a distance of 1,967.33 feet to a 1/2-inch iron rod found for the east corner of said Homeboy's Enterprises, Inc. tract, and being common with the northwest corner of said Wolfe RE MGMT., LLC tract;

THENCE South 45 degrees 16 minutes 49 seconds East, with the north line of said Wolfe RE MGMT., LLC tract, same being common with the south line of said McEntee Family, Ltd. tract, a distance of 680.11 feet to a 3/8-inch iron rod found for the south corner of said McEntee Family, Ltd. tract and being a common interior "ell" corner of said Wolfe RE MGMT., LLC tract;

THENCE North 45 degrees 26 minutes 51 seconds East, continuing with said common line, a distance of 621.68 feet to a 1/2-inch iron rod found in the west line of Liberty Grove Road, a variable width right-of-way, for the northeast corner of said Wolfe RE MGMT., LLC tract, same being a common exterior "ell" corner of said McEntee Family, Ltd. tract, said common corner being located at the beginning of a non-tangent curve to the right having a central angle of 05 degrees 48 minutes 15 seconds, a radius of 1,701.63 feet and a chord bearing and distance of South 09 degrees 22 minutes 36 seconds East, 172.31 feet;

THENCE Southerly, with said west line, the following three (3) courses and distances:

Southerly, with said curve to the right, an arc distance of 172.38 feet to a 1/2-inch iron rod found for corner at the beginning of a curve to the right having a central angle of 06 degrees

39 minutes 45 seconds, a radius of 2,438.95 feet and a chord bearing and distance of South 03 degrees 44 minutes 16 seconds East, 283.44 feet;

Southerly, with said curve to the right, an arc distance of 283.60 feet to a 1/2-inch iron rod with an orange plastic cap stamped "CROWLEY RPLS 6484" found for corner;

South 00 degrees 25 minutes 04 seconds East, a distance of 421.89 feet to a 1/2-inch iron rod found for the southeast corner of said Wolfe RE MGMT., LLC tract, same being common with the northeast corner of ROWLETT RANCH ESTATES, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 74035-897, Plat Records, Dallas County, Texas;

THENCE North 76 degrees 46 minutes 37 seconds West, leaving said west line and with the common south line of said Wolfe RE MGMT., LLC tract, same being common with the north line of said ROWLETT RANCH ESTATES Addition, a distance of 1,234.98 feet to a 1/2-inch iron rod found for a common corner of said tracts;

THENCE North 45 degrees 24 minutes 46 seconds West, continuing with said common line, a distance of 283.91 feet to a 1/2-inch iron rod found in the southeast line of the above mentioned Homeboy's Enterprises, Inc. tract for the west corner of said Wolfe RE MGMT., LLC tract, same being the common northwest corner of said ROWLETT RANCH ESTATES Addition;

THENCE South 44 degrees 41 minutes 22 seconds West, with the south line of said Homeboy's Enterprises, Inc. tract, same being common with the north line of said ROWLETT RANCH ESTATES Addition, a distance of 578.25 feet to a 3/8-inch iron rod found for the south corner of said Homeboy's Enterprises, Inc. tract, same being common with an exterior "ell" corner of ROWLETT RANCH ESTATES 2, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 74140-312, Plat Records, Dallas County, Texas;

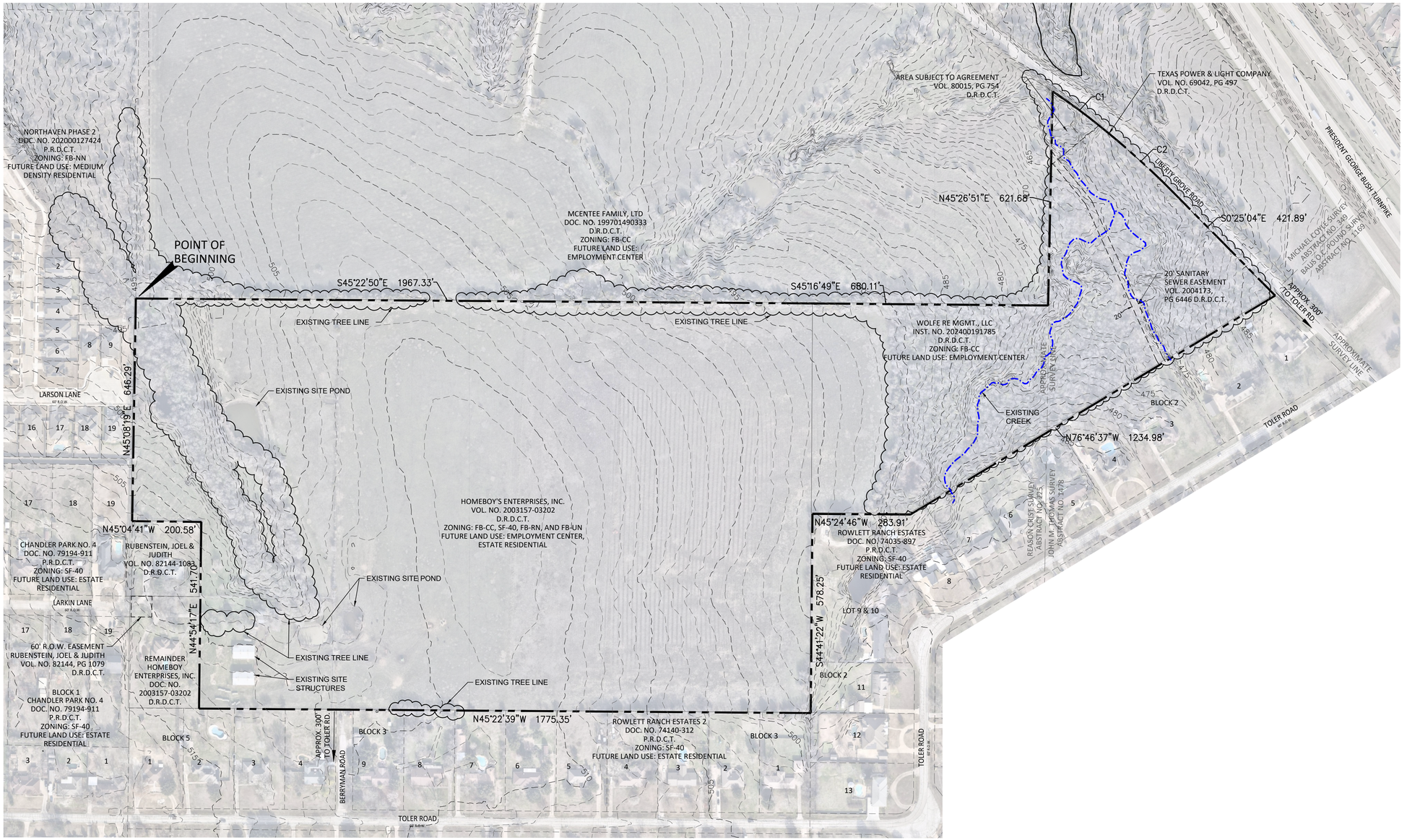
THENCE North 45 degrees 22 minutes 39 seconds West, with the south line of said Homeboy's Enterprises, Inc. tract, same being common with the north line of said ROWLETT RANCH ESTATES 2 Addition, a distance of 1,775.35 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set for the most southerly west corner of this tract, from which a 1-inch iron rod found in the southeast line of CHANDLER PARK NO. 4, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 79194-911, Plat Records, Dallas County, Texas, same being the common west corner of said Homeboy's Enterprises, Inc. tract and northwest corner of said ROWLETT RANCH ESTATES 2 Addition, bears North 45 degrees 22 minutes 39 seconds West, 201.87 feet;

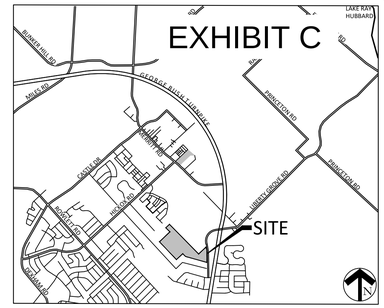
THENCE North 44 degrees 54 minutes 17 seconds East, over and across said Homeboy's Enterprises, Inc. tract, passing at a distance of 324.09 feet a 5/8-inch iron rod found for the south corner of that tract of land conveyed to Joel & Judith Rubenstein, according to the document filed

of record in Document No. 82144-1083, Deed Records, Dallas County, Texas and continuing for a total distance of 541.70 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "JVC" set for the east corner of said Rubenstein tract and being a common interior ell corner of said Homeboy's Enterprises, Inc. tract;

THENCE North 45 degrees 04 minutes 41 seconds West, a distance of 200.58 feet to a 5/8-inch iron rod found in the southeast line of the above-mentioned CHANDLER PARK NO. 4 Addition for the common north corner of said Joel & Judith Rubenstein tract and an exterior ell corner of said Homeboy's Enterprises, Inc. tract;

THENCE North 45 degrees 08 minutes 19 seconds East, with the northwest line of said Homeboy's Enterprises, Inc. tract, a distance of 646.29 feet to the **POINT OF BEGINNING** and containing 67.543 acres of land.





150 75 0 150

SCALE 1" = 150'

NOTES

1. According to FEMA FIRM Panel 48113C0245K, Effective on 7/7/2014, floodplain does not exist on this property.
2. The development of the site will be in accordance with City of Rowlett development standards.

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano,TX 75074 | 972.201.3100

Record of Submissions

No.	Date	Submission Description
1	8/28/25	1st Submittal

Owner :
PBREI LLC
6000 W. I-20 Ste. 200
Arlington, TX. 76016
Attn: Lynn Boyer

Owner:
Homeboys Enterprises, Inc.
3602 Larkin Lane
Rowlett, TX. 75089
Attn: Hossain Makvandi

Surveyor/Engineer:
Johnson Volk Consulting, Inc.
704 Central Expressway East, Suite 1200
Plano, TX. 75074
(972) 201-3100
Attn: Jay Volk, PE
Email: jay.volk@johnsonvolk.com

EXHIBIT C
EXISTING SITE CONDITIONS
NORTH SHORE SOUTH
67.543 Acres
Reason Christ Survey, Abstract No. 225;
John M. Thomas Survey, Abstract No. 1478
City of Rowlett,
Dallas County, Texas
226 Lots, 5 Open Spaces

SHEET 1 OF 2

Date Submitted: August 31, 2025

j:\civil 3d projects\tmh - taylor morrison\tm8502 - north shore south\exhibits\ 2025.08.25 - pd exhibits\existing site conditions.dwg

(6) Rear yard setback: Fifteen (15) feet
- Decreased by 10’ to align with typical rear yard setback and balances the increase in front yard setback, both of which allows a typical lot depth for this product type.

(7) Side yard setback:
- Interior side setback: Five (5) feet
- Corner lot side setback: Fifteen (15) feet
- Key lot side setback: Fifteen (15) feet

(8) Maximum lot coverage by structure:
- SF-50: Fifty-five (55) percent
- SF-60: Fifty-five (55) percent

(9) Minimum Building Façade Masonry Coverage: Eighty (80) percent

(10) Minimum roof pitch required: A minimum 8:12 roof pitch is required for each primary structure

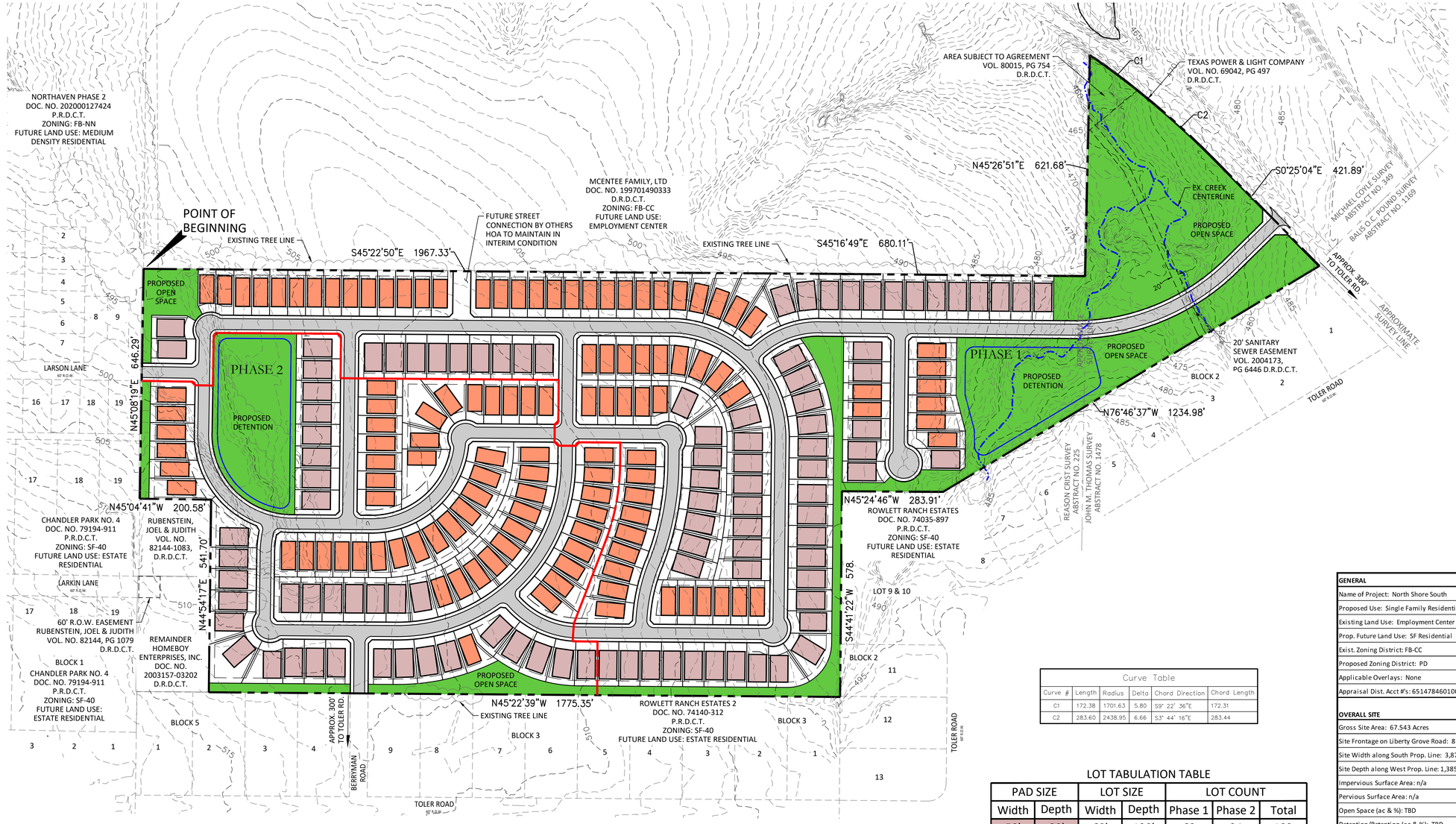
(11) Minimum Open Space: Twenty (20) Percent

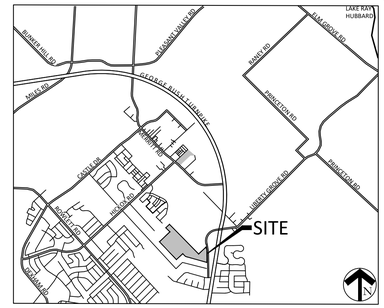
1.05 Additional Deviations:

(1) Section 77-603(c)(10)(b), Residential minor streets shall be designed and platted so that no street sequent shall contrive a straight line for more than 1,200 feet before altering its course by at least 20 degrees.
   a. Proposed street with 1,275 feet straight course
(2) 77-603(D), Alleys shall be provided in all new residential developments and replatting of existing subdivisions unless otherwise excepted by the planning and zoning commission
   a. Alleys are not proposed in this development.
(3) Section 77-504.D.4.b(4) requires entry way median.
   a. No proposed entry way median in an effort to minimize disturbance of existing channel and tree grove area.
(4) Garages shall use "L" or "J" hook driveway entrances into garages and doors shall not face a public street.
   a. Not all homes are proposed with side entry garages; see Elevations Exhibit.
(5) Landscape Area at Primary Entry
   a. Proposed single 4,800 sq. ft. landscape area on north side of entry in lieu of both sides in an effort to minimize disturbance of existing tree grove.
   b. Entire front portion of property is left as-is with natural vegetation and trees.
(6) Thoroughfare Plan Amendment
   a. The development will only provide one roadway stub to the north, which will be connected by future roadway (one of two) planned to extend from Merritt Road.
   b. The other future roadway shall be removed or realigned on the Thoroughfare Plan to reflect our single northern stub road.
(7) Local Residential Street (50’ Right-Of-Way)
   a. In lieu of providing a Residential Minor Street section at 60’ ROW width, this development proposes a 50’ ROW which aligns with a Local Residential Street found in a typical subdivision of this type.
   b. A 50’ ROW better fits this site due to space constraints, but also allows for an additional 25’ of landscape common area/buffer between the residential lots to the south.

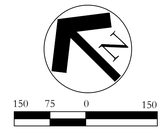
c. Adjoining subdivision at Larson Ln. also utilized Local Residential Street w/ 50’ ROW.

EXHIBIT D





VICINITY MAP
Not to Scale



LEGEND

	PHASE LINE
	PROPERTY LINE
	EXISTING CREEK

PROJECT SITE DATA

GENERAL	HOUSING	TOTALS	SF-50	SF-60
Name of Project: North Shore South	Total Gross Density (du/ac)	3.5	-	-
Proposed Use: Single Family Residential	Lot Count by Typical Lot Size	226	123	103
Existing Land Use: Employment Center	Lot Table showing area & dwelling size	*See below & Lot Tabulations Table*		
Prop. Future Land Use: SF Residential	Total number of dwelling units	226	123	103
Exist. Zoning District: FB-CC	SF Lots	226	123	103
Proposed Zoning District: PD	Open Space Lots	6	3	3
Applicable Overlays: None		PERMITTED	PROPOSED	PROPOSED
Appraisal Dist. Acct #'s: 65147846010080000; 65022558510540	PROPERTY DEVELOPMENT REGULATIONS	BASE: SF-5	SF-50	SF-60
	Maximum Lot Coverage (%)	75%	55%	55%
OVERALL SITE	Minimum Lot Area (SF)	5,000	6,000	7,200
Gross Site Area: 67.543 Acres	Minimum Lot Width (feet)*	50	50	60
Site Frontage on Liberty Grove Road: 875 feet	Minimum Lot Depth (feet)**	100	120	120
Site Width along South Prop. Line: 3,870 feet	Front Setback (feet)	10	25	25
Site Depth along West Prop. Line: 1,385 feet	Side Interior Setback (feet)	5	5	5
Impervious Surface Area: n/a	Side Street Setback (feet)	10	15	15
Pervious Surface Area: n/a	Side Key Lot Setback (feet)	10	15	15
Open Space (ac & %): TBD	Rear Setback (feet)	25	15	15
Detention/Retention (ac & %): TBD	Maximum Structure Height (feet)	35	35	35
Recreation (ac & %): n/a	Maximum No. Stories	2	2	2
Preserve (ac & %): TBD	** Minimum lot width may be reduced by 5' for lots located along elbows, cul-de-sacs, or along a curve provided all other area regulations are met*			
Civic (ac & %): n/a	***Minimum lot depth may be reduced by 10' for lots located along elbows, cul-de-sacs, or along a curve provided all other area regulations are met*			

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	172.38	1701.63	5.80	S9° 22' 36"E	172.31
C2	283.60	2438.95	6.66	S3° 44' 16"E	283.44

LOT TABULATION TABLE

PAD SIZE		LOT SIZE		LOT COUNT		
Width	Depth	Width	Depth	Phase 1	Phase 2	Total
50'	80'	60'	120'	69	34	103
40'	80'	50'	120'	67	56	123
				136	90	226

NOTES

1. All current development requirements of the City as amended shall be met unless approved otherwise within these Planned Development Regulations.
2. This Proposed Site Concept is for illustrative purposes only and subject to change. This Proposed Site Concept, along with development regulations, is intended to describe the intent of the Planned Development. Significant deviations from this Proposed Site Concept, as determined by the Director, will require an amendment to the Proposed Site Concept and, as necessary, the development regulations.
3. According to FEMA FIRM Panel 48113C0245K, Effective on 7/7/2014, floodplain does not exist on this property.
4. The development of the site will be in accordance with City of Rowlett development standards.

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

Record of Submissions

No.	Date	Submission Description
3	4/9/26	3rd Submittal
2	1/16/26	2nd Submittal
1	8/28/25	1st Submittal

Owner:
PBREI LLC
6000 W. I-20 Ste. 200
Arlington, TX. 76016
Attn: Lynn Boyer

Owner:
Homeboys Enterprises, inc.
3602 Larkin Lane
Rowlett, TX. 75089
Attn: Hossain Makvandi

Surveyor/Engineer:
Johnson Volk Consulting, Inc.
704 Central Expressway East, Suite 1200
Plano, TX. 75074
(972) 201-3100
Attn: Claudio Segovia, PE
email: claudio.segovia@johnsonvolk.com

EXHIBIT E
PROPOSED SITE CONCEPT
NORTH SHORE SOUTH
67.543 Acres
Reason Christ Survey, Abstract No. 225
John M. Thomas Survey, Abstract No. 1478
City of Rowlett
Dallas County, Texas
226 Lots, 6 Open Spaces

Date Submitted: April 7, 2026

j:\civil 3d projects\npb - nts pointe homes\npb501 - north shore south\civ plans\dwg\sheets\pdf\proposed site concept.dwg

EXHIBIT E

MATCHLINE
REF: SHEET 2
REF: SHEET 1

5'-0" SIDEWALK BY BUILDER, TYP.
6'-0" HT. WOOD FENCE INSTALLED BY BUILDER, TYP.
BFR
5'-0" SIDEWALK BY DEVELOPER, TYP.
CONCEPT ROAD A
CONCEPT ROAD B
PHASE 1 DRY POND
6'-0" HT. ORNAMENTAL FENCE INSTALLED BY BUILDER, TYP.
PASSIVE OPEN SPACE TO BE LEFT NATURAL
LIBERTY GROVE ROAD
NOTE: THE DESIGN INTENT ALONG LIBERTY GROVE ROAD IS TO MEET THE RIGHT OF WAY TREE PLANTING REQUIREMENTS WHILE FOCUSING ON PRESERVING AS MANY EXISTING TREES AS POSSIBLE.
100'-5"
95'-2"
REFER TO PD FOR LANDSCAPE DEVIATION AT MAIN ENTRY.

CITY OF ROWLETT NOTES

EVERY OWNER AND PERSON IN CONTROL OF PROPERTY SHALL KEEP LANDSCAPED AREAS IN A WELL-MAINTAINED, SAFE, CLEAN, AND ATTRACTIVE CONDITION AT ALL TIMES.

THE CITY OF ROWLETT WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS.

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY LANDSCAPING, IRRIGATION AND MAINTENANCE OF ANY RIGHT-OF-WAY AREA BETWEEN THE PROPERTY LINE AND THE CURB LINE.

NOTE: ALL PLANT MATERIAL SHALL BE FROM THE CITY OF ROWLETT'S APPROVED PLANT LIST AND FOLLOW THE CITY OF ROWLETT'S GENERAL LANDSCAPING REQUIREMENTS AND STANDARDS.

LANDSCAPE TABULATIONS FOR ROWLETT, TX

ENTRYWAY AREAS

1. ENTRYWAY AREAS ARE REQUIRED REGARDLESS OF WHETHER THE ENTRYWAY IS A PRIMARY OR SECONDARY INTO THE SUBDIVISION.
2. ENTRYWAY AREAS ARE REQUIRED IN ADDITION TO PERIMETER LANDSCAPE BUFFER REQUIREMENTS.
3. THE PLANNING AND ZONING COMMISSION MAY REDUCE THE ABOVE LANDSCAPING REQUIREMENTS BY UP TO 25% IF LANDSCAPE STREET MEDIANS AREA PROVIDED.
4. ENTRYWAY PLANTINGS SHALL INCLUDE TWO (2) CANOPY TREES PER 500 SF.
5. A MINIMUM OF 75% OF THE TOTAL AREA MUST BE LANDSCAPED WITH ADDITIONAL COMBINATIONS OF SHRUBS OR GROUNDCOVER. A MAX. OF 25% OF TOTAL AREA CAN BE TREATED WITH GRASS/GROUNDCOVER AND/OR HARDSCAPE AMENITIES.

PRIMARY ENTRY: 4,800 SF TOTAL LANDSCAPE

REQUIRED - PER PD	PROVIDED - PER PD
4,800 SF LANDSCAPE TOTAL *REFER TO PD FOR INFORMATION ON DEVIATION OF LANDSCAPE CODE.	PROVIDING 4,800 SF OF LANDSCAPING, NO MORE THAN 25% WILL BE GRASS, GROUNDCOVER AND/OR HARDSCAPE AMENITIES.
4,800 SF/ 500 SF = 9.60 x 2 = 19.20 19 - 3" CAL. TREES	19 - 3" CAL. TREES PROVIDED

GENERAL LANDSCAPE REQUIREMENTS

1. A MINIMUM OF 20% OF THE TOTAL GROSS LOT AREA (EXCLUDING R.O.W.) SHALL BE MAINTAINED AS LANDSCAPED AREA.
2. ONE (1) CANOPY TREE SHALL BE PLANTED PER 35 LF OF R.O.W. BUFFER.
3. TEN (10) EVERGREEN SHRUBS SHALL BE PLANTED PER 30 LF OF R.O.W. BUFFER.

SITE: 666,530.63 SF OPEN SPACE

REQUIRED	PROVIDED
133,306.12 SF (20%) SHALL BE MAINTAINED	293,922 SF LANDSCAPED (44.09%) 280,682 SF TO BE LEFT NATURAL (42.11%)

ROW PLANTINGS: LIBERTY GROVE ROAD

REQUIRED	PROVIDED
775.17 LF/ 35 = 22 - 3" CAL. TREES	22 - 3" CAL. TREES
775.17 LF/ 30 = 25.83 x 10 = 258 SHRUBS	258 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE >3,620 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD A

REQUIRED	PROVIDED
1,786.83 LF/ 35 = 51 - 3" CAL. TREES	51 - 3" CAL. TREES
1,786.83 LF/ 30 = 59.56 x 10 = 595 SHRUBS	595 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 4,156 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD B

REQUIRED	PROVIDED
104.16 LF/ 35 = 3 - 3" CAL. TREES	3 - 3" CAL. TREES
104.16 LF/ 30 = 3.47 x 10 = 34 SHRUBS	34 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 472 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD C

REQUIRED	PROVIDED
902 LF/ 35 = 25 - 3" CAL. TREES	26 - 3" CAL. TREES
902 LF/ 30 = 30 x 10 = 300 SHRUBS	300 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 5,213 SF OF LANDSCAPE BEDS SHOWN

CALLOUTS LEGEND:

- MAIN ENTRY SIGN MONUMENT.
- 6'-0" HT. ORNAMENTAL METAL FENCE INSTALLED BY BUILDER, TYP.
- 6'-0" HT. WOOD FENCE INSTALLED BY BUILDER, TYP.
- 5'-0" WIDTH CONCRETE SIDEWALK. ALL SIDEWALKS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
- HOA COMMON AREA LOTS.
- FEATURE LANDSCAPE BED. FEATURE LANDSCAPE BEDS MUST INCLUDED PER LANDSCAPE TABULATION CHART.
- 3" CALIPER SHADE TREE; SPECIES TBD. BASED OFF THE CITY OF ROWLETT APPROVED PLANT LIST. INSTALLED BY DEVELOPER.
- E — REQUIRED ENTRYWAY TREE SYMBOL
- R — REQUIRED RIGHT-OF-WAY TREE
- PROPOSED SAN. SEWER LINE
- PROPOSED INLET
- PROPOSED STORM LINE
- BFR — PROPOSED BARRIER FREE RAMP
- PROPOSED FIRE HYDRANT
- PROPOSED WATER LINE
- PROPOSED SAN. SEWER MANHOLE

80 40 0 80
SCALE 1" = 80'

REGISTERED LANDSCAPE ARCHITECT
AUDREY E. WHITE
3473
STATE OF TEXAS
May 12, 2026

NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

NORTH SHORE SOUTH / CONCEPTUAL SCREENING AND BUFFERING

City of Rowlett, Dallas County, Texas

SHEET 1 OF 2

Record of Submissions

No.	Date	Submission Description
3	05-12-2026	5TH ZONING SUBMITTAL
2	05-06-2026	4TH ZONING SUBMITTAL
1	04-09-2026	3RD ZONING SUBMITTAL

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

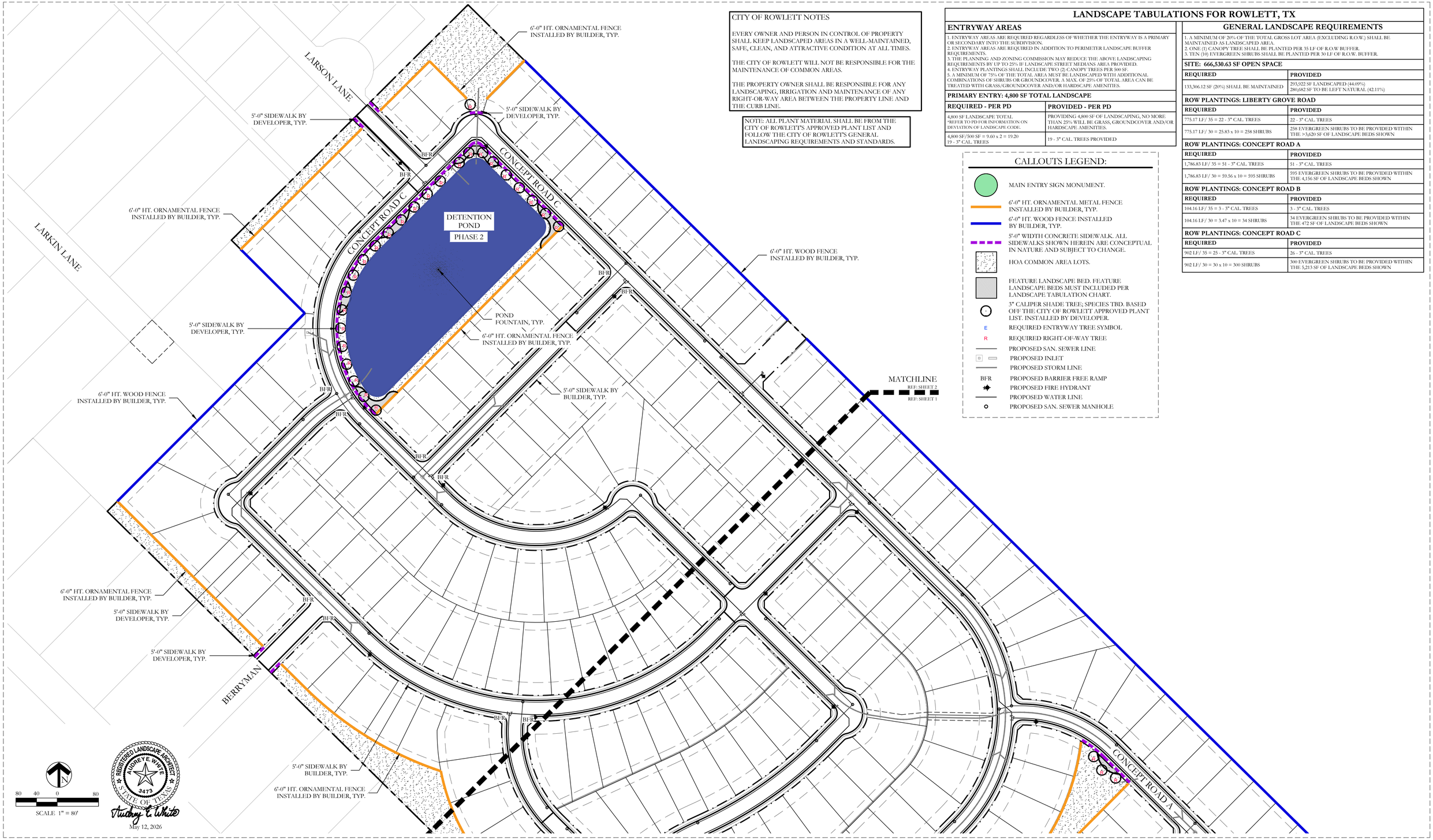
Applicant:
Tri Pointe Homes
6201 W. Plano Parkway, Suite 150
Plano, Texas 75093
Phone: 214-876-2559
Contact: Bruce French

Landscape Architect:
Johnson Volk Consulting, Inc.
704 Central Parkway East, Suite 1200
Plano, Texas 75074
Phone: 972-201-3100
Contact: Audrey White, RLA, LI

Engineer/Surveyor:
Johnson Volk Consulting, Inc.
704 Central Parkway East, Suite 1200
Plano, Texas 75074
Phone: 972-201-3100
Contact: Claudio Segovia, PE

EXHIBIT F
CONCEPT LANDSCAPE PLAN
NORTH SHORE SOUTH
67.54 AC. SITUATED IN REASON CRIST & JOHN M. THOMAS SURVEYS
ABSTRACT# 225 & 1478, CITY OF ROWLETT
DALLAS COUNTY, TEXAS
226 LOTS, 4 OPEN SPACES

EXHIBIT E



CITY OF ROWLETT NOTES

EVERY OWNER AND PERSON IN CONTROL OF PROPERTY SHALL KEEP LANDSCAPED AREAS IN A WELL-MAINTAINED, SAFE, CLEAN, AND ATTRACTIVE CONDITION AT ALL TIMES.

THE CITY OF ROWLETT WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS.

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY LANDSCAPING, IRRIGATION AND MAINTENANCE OF ANY RIGHT-OF-WAY AREA BETWEEN THE PROPERTY LINE AND THE CURB LINE.

NOTE: ALL PLANT MATERIAL SHALL BE FROM THE CITY OF ROWLETT'S APPROVED PLANT LIST AND FOLLOW THE CITY OF ROWLETT'S GENERAL LANDSCAPING REQUIREMENTS AND STANDARDS.

LANDSCAPE TABULATIONS FOR ROWLETT, TX

ENTRYWAY AREAS

1. ENTRYWAY AREAS ARE REQUIRED REGARDLESS OF WHETHER THE ENTRYWAY IS A PRIMARY OR SECONDARY INTO THE SUBDIVISION.
2. ENTRYWAY AREAS ARE REQUIRED IN ADDITION TO PERIMETER LANDSCAPE BUFFER REQUIREMENTS.
3. THE PLANNING AND ZONING COMMISSION MAY REDUCE THE ABOVE LANDSCAPING REQUIREMENTS BY UP TO 25% IF LANDSCAPE STREET MEDIANS AREA PROVIDED.
4. ENTRYWAY PLANTINGS SHALL INCLUDE TWO (2) CANOPY TREES PER 500 SF.
5. A MINIMUM OF 75% OF THE TOTAL AREA MUST BE LANDSCAPED WITH ADDITIONAL COMBINATIONS OF SHRUBS OR GROUNDCOVER. A MAX. OF 25% OF TOTAL AREA CAN BE TREATED WITH GRASS/GROUNDCOVER AND/OR HARDSCAPE AMENITIES.

PRIMARY ENTRY: 4,800 SF TOTAL LANDSCAPE

REQUIRED - PER PD	PROVIDED - PER PD
4,800 SF LANDSCAPE TOTAL *REFER TO PD FOR INFORMATION ON DEVIATION OF LANDSCAPE CODE.	PROVIDING 4,800 SF OF LANDSCAPING, NO MORE THAN 25% WILL BE GRASS, GROUNDCOVER AND/OR HARDSCAPE AMENITIES.
4,800 SF/500 SF = 9.60 x 2 = 19.20 19 - 3" CAL. TREES	19 - 3" CAL. TREES PROVIDED

GENERAL LANDSCAPE REQUIREMENTS

1. A MINIMUM OF 20% OF THE TOTAL GROSS LOT AREA (EXCLUDING R.O.W.) SHALL BE MAINTAINED AS LANDSCAPED AREA.
2. ONE (1) CANOPY TREE SHALL BE PLANTED PER 35 LF OF R.O.W. BUFFER.
3. TEN (10) EVERGREEN SHRUBS SHALL BE PLANTED PER 30 LF OF R.O.W. BUFFER.

SITE: 666,530.63 SF OPEN SPACE

REQUIRED	PROVIDED
133,306.12 SF (20%) SHALL BE MAINTAINED	293,922 SF LANDSCAPED (44.09%) 280,682 SF TO BE LEFT NATURAL (42.11%)

ROW PLANTINGS: LIBERTY GROVE ROAD

REQUIRED	PROVIDED
775.17 LF/ 35 = 22 - 3" CAL. TREES	22 - 3" CAL. TREES
775.17 LF/ 30 = 25.83 x 10 = 258 SHRUBS	258 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE >3,620 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD A

REQUIRED	PROVIDED
1,786.83 LF/ 35 = 51 - 3" CAL. TREES	51 - 3" CAL. TREES
1,786.83 LF/ 30 = 59.56 x 10 = 595 SHRUBS	595 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 4,156 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD B

REQUIRED	PROVIDED
104.16 LF/ 35 = 3 - 3" CAL. TREES	3 - 3" CAL. TREES
104.16 LF/ 30 = 3.47 x 10 = 34 SHRUBS	34 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 472 SF OF LANDSCAPE BEDS SHOWN

ROW PLANTINGS: CONCEPT ROAD C

REQUIRED	PROVIDED
902 LF/ 35 = 25 - 3" CAL. TREES	26 - 3" CAL. TREES
902 LF/ 30 = 30 x 10 = 300 SHRUBS	300 EVERGREEN SHRUBS TO BE PROVIDED WITHIN THE 5,213 SF OF LANDSCAPE BEDS SHOWN

CALLOUTS LEGEND:

- MAIN ENTRY SIGN MONUMENT.
- 6'-0" HT. ORNAMENTAL METAL FENCE INSTALLED BY BUILDER, TYP.
- 6'-0" HT. WOOD FENCE INSTALLED BY BUILDER, TYP.
- 5'-0" WIDTH CONCRETE SIDEWALK. ALL SIDEWALKS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
- HOA COMMON AREA LOTS.
- FEATURE LANDSCAPE BED. FEATURE LANDSCAPE BEDS MUST INCLUDED PER LANDSCAPE TABULATION CHART.
- 3" CALIPER SHADE TREE; SPECIES TBD. BASED OFF THE CITY OF ROWLETT APPROVED PLANT LIST. INSTALLED BY DEVELOPER.
- E — REQUIRED ENTRYWAY TREE SYMBOL
- R — REQUIRED RIGHT-OF-WAY TREE
- PROPOSED SAN. SEWER LINE
- PROPOSED INLET
- PROPOSED STORM LINE
- BFR — PROPOSED BARRIER FREE RAMP
- PROPOSED FIRE HYDRANT
- PROPOSED WATER LINE
- PROPOSED SAN. SEWER MANHOLE

NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

NORTH SHORE SOUTH / CONCEPTUAL SCREENING AND BUFFERING

City of Rowlett, Dallas County, Texas

SHEET 2 OF 2

Record of Submissions

No.	Date	Submission Description
3	05-12-2026	5TH ZONING SUBMITTAL
2	05-06-2026	4TH ZONING SUBMITTAL
1	04-09-2026	3RD ZONING SUBMITTAL

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

Applicant:
Tri Pointe Homes
6201 W. Plano Parkway, Suite 150
Plano, Texas 75093
Phone: 214-876-2559
Contact: Bruce French

Landscape Architect:
Johnson Volk Consulting, Inc.
704 Central Parkway East, Suite 1200
Plano, Texas 75074
Phone: 972-201-3100
Contact: Audrey White, RLA, LI

Engineer/Surveyor:
Johnson Volk Consulting, Inc.
704 Central Parkway East, Suite 1200
Plano, Texas 75074
Phone: 972-201-3100
Contact: Claudio Segovia, PE

EXHIBIT F
CONCEPT LANDSCAPE PLAN
NORTH SHORE SOUTH
67.54 AC. SITUATED IN REASON CRIST & JOHN M. THOMAS SURVEYS
ABSTRACT# 225 & 1478, CITY OF ROWLETT
DALLAS COUNTY, TEXAS
226 LOTS, 4 OPEN SPACES

50’ Lot Product – One Story

EXHIBIT F

EXHIBIT G

50’ Lot Product – Two Story

EXHIBIT F
EXHIBIT G

60’ Lot Product – One Story

60’ Lot Product – One Story

EXHIBIT F
EXHIBIT G

60’ Lot Product – Two Story

60’ Lot Product – Two Story

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 5.E.

Title
Conduct a public hearing and consider action to adopt an ordinance amending the Rowlett Development Code, as previously amended, by amending Chapter 77 "Development Code," Chapter 77-500 "Development and Design Standards" by repealing and replacing in its entirety section 77-510 "Exterior lighting"; Providing for a Savings Clause; Providing for a penalty of fine not to exceed the sum of Two Thousand ($2,000.00) dollars for each offense; and providing for an effective date.

Staff Representative
Michael King, Plans Examiner

Executive Summary

At the request of Council, staff presented an item regarding residential lighting standards at January 5, 2026, City Council Work Session. Council recommended changing the ordinance to include residential illumination and shielding standards. Staff reviewed lighting and glare regulations for surrounding cities and is proposing a revision of the existing ordinance that includes both non-residential and residential regulations, along with clarity in determining compliance with the lighting and glare regulations.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
STRENGTHEN NEIGHBORHOOD LIVABILITY	3.1 Value existing neighborhoods. 3.4 Support efficient development patterns and communicate clear policy guidance.

Background Information

At their January 5, 2026, meeting, City Council received a presentation regarding residential lighting requirements. The City Council recommended changing the ordinance to include a standard of 0.25-foot candles at the property line for residential uses and ensure that all lighting is shielded and angled away from adjacent property owners in such a manner that does not result in impacts to neighbors (See attached

City Council Work Session Minutes from 1/5/2026).

At the April 14, 2026, meeting, the Planning & Zoning Commission Work Session received a presentation on lighting and glare terminology, compared the Rowlett Code to other local codes, and proposed code amendments regarding lighting standards for residential uses. The Commission asked for further information regarding seasonal lighting, security / motion lighting, flashing/ color, exemptions, and non-conforming uses.

Staff presented the proposed text amendment during May 12, 2026, Planning & Zoning Commission Work Session. Topics discussed included seasonal lighting, security and motion-activated lighting, flashing and colored lighting, exemptions, and nonconforming uses. During the work session, the Commission also received public input regarding glare and illumination standards. At the conclusion of the discussion, the Commission directed staff to continue refining the ordinance language and requested an additional work session prior to the public hearing. Staff finalized the proposed amendments with the Commission during June 9, 2026, Planning & Zoning Commission Work Session. During the June 9, 2026, Planning and Zoning Commission meeting, the Commission voted 6-1 to recommend approval of the text amendment to City Council.

The proposed amendments are intended to enable proper review regarding land use compatibility, operational characteristics, and potential impacts to adjacent properties and surrounding neighborhoods.

Discussion

Contained within RDC Section 77-510, entitled Exterior Lighting, the intent of the code section requires outdoor lighting that is adequate for safety and convenience; in scale with the activities to be illuminated and its surroundings; directed to the surface or activity to be illuminated; and designed to clearly render people and objects and contribute to a pleasant nighttime environment.

Specific to residential lighting standards in Section 77-510 B.1(b), the RDC states the following lighting standards are exempt for compliance: Soffit or wall-mounted luminaries that are permanently attached to single-family residential dwellings, not to exceed the height of the eave, and that do not produce glare onto adjacent properties or public streets.

Specific to non-residential design standards, Section 77-510(B)(1)(d)(4) of the RDC states, “In no case shall exterior lighting add more than one foot-candle to illumination levels at any point off-site.” This standard is commonly referred to as a light trespass standard. A foot-candle (fc) is a unit of measurement used to quantify the amount of light reaching a surface. Compliance is typically measured using a calibrated digital light meter at ground level at specific locations along a property line or affected area. For context, guidance from the National Park Service and OSHA generally identifies outdoor pathway lighting levels between 2 and 5 foot-candles, while residential areas commonly range between 0.5 and 1 foot-candle.

Staff reviewed the lighting and glare regulations of Garland, Mesquite, and Plano (Attachment 1). Staff is proposing a revision of Section 77-510 that incorporates the intent of the current RDC, while adding residential standards, and clarifying the compliance standards overall.

The proposed amendments are summarized in the table below:

Ordinance Section	**Proposed Language**
77-510. A. Purpose	*No changes. Keep existing purpose statement.*
77-510. B. Applicability	1. *General.* This article applies to: (a) New construction in commercial, industrial, and residential areas beginning on the date of the adoption by the City Council of the City Of Rowlett. (b) Existing light fixtures that exceed the limitations in section D.
77-510. C. Definitions	*Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Approving authority* means City of Rowlett or its duly authorized deputy, agent or representative. *Candela* means the unit of luminous intensity in a given direction. *Class I lighting* means lighting used outdoors where color rendition is important, including, but not limited to, in areas for sales, recreation, assembly, eating, repair, advertising displays, billboards, and other signs. *Class II lighting* means lighting used outdoors where color rendition is not important, including, but not limited to, illumination for walkways, roadways, equipment yards, parking areas, and outdoor security. *Cutoff fixture* means a fixture that provides a shielding of the light emitted. *Diffusing luminaire* means a luminaire that scatters light substantially in all directions as contrasted with a directional luminaire which

confines its light principally in an angle of less than one hundred eighty (180) degrees.
Floodlight means a luminaire designed to project its light in a well-defined area and is directional in character.
Floodlight beam means the angular spread of light between two (2) rectangular planes each of which equal ten (10) percent of the maximum candelas within the beam.
Footcandle means the amount of illumination provided by one (1) lumen uniformly distributed on one (1) square foot of surface.
Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or defractor (lens), the ballast, housing and the attachment parts.
Fluorescent lamp means a usually tubular electric lamp having a coating of fluorescent material on its inner surface and containing mercury vapor whose bombardment by electrons from the cathode provides ultraviolet light which causes the material to emit visible light.
Fully shielded means light fixtures that are constructed so all light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted, nearly one hundred (100) percent cut-off type, as evidenced by the manufacturers photometric data.
Glare means direct lighting emitted from a luminaire that causes reduced vision or temporary blindness.
High pressure sodium (HPS) means a high intensity discharge lamp where radiation is produced from sodium vapor at relatively high partial pressures (above one (1) atm).
Horizontal plane means a line horizontal to the lowest point on the fixture from which light is emitted.
Illumination means the density of the luminous flux (lumens) incident on a surface. It is the quotient of the luminous flux divided by the area of the surface, expressed in footcandles and often referred to as ‘brightness’.
Incandescent lamp means any lamp that produces

light by heating a filament through use of an electric current.
Installed means attached or fixed in place, whether or not connected to a power source or any outdoor light fixture.
Lamp means the source of electric light. To be distinguished from the whole assembly, lamp is used to denote the bulb and its housing.
Light emitting diode (LED) means a semiconductor diode that emits light when a voltage is applied to it and that is used especially in electronic devices (as for an indicator light).
Light nuisance means light that is likely to cause unreasonable discomfort or distress to a reasonable person or to unreasonably interfere with the use or enjoyment of property.
Light source means a device (such as a lamp) which produces visible energy as distinguished from devices or bodies which reflect or transmit light such as a luminaire.
Light trespass means light falling outside the boundary of property for which it was originally intended or needed. Also referred to as spillover light or obtrusive light.
Low pressure sodium (LPS) means a discharge lamp where the light is produced by radiation from sodium vapor at a relatively low partial pressure (below 1 atm). LPS is a "tube source" monochromatic light.
Lumen means the quantity of luminous flux intercepted by a surface of one (1) square foot, all points of which are one (1) foot from a uniform source of one (1) candela. A one-candela source provides 12.57 lumens.
Luminaire means a device or fixture containing a light source and means for directing and controlling the distribution of light from the source.
Luminance means the luminous intensity per unit projected area of a given surface viewed from a given direction for purposes of this article expressed in candelas divided by distance squared.
Mercury lamp means a high intensity discharge lamp where light is produced by radiation from mercury vapor.
Metal halide lamp means a high intensity

	discharge lamp where light is produced by radiation from metal halide vapor. *Neon, krypton or argon discharge tubes* means family of artificial light sources that generate light by sending an electric discharge through an ionized gas, a plasma. *Outdoor lighting fixture* means an outdoor artificial illumination device, whether permanent or portable, used for illumination outdoors, including, but not limited to, devices used for search, spot, or flood lighting and area lighting for buildings, structures, recreational facilities, parking, landscape, advertising displays, billboards, signs, public and private streets, and walkways. *Partially shielded* means shielding so that the lower edge of the shield is at or below the centerline of the light source or lamp so as to minimize light transmission above the horizontal plane, or at least ninety (90) percent of the emitted light projects below the horizontal plane as evidenced by the manufacturer's photometric data. *Photometric* means quantitative measurements of light levels and distribution. *Shielding* means a physical structure intended to restrict emitted light. *Watt* means the standard unit of power in the International System of Units (SI), equivalent to one (1) joule per second and equal to the power in a circuit in which a current of one (1) ampere flows across a potential difference of one (1) volt; 1000 watts is equal to one (1) kilowatt.
77-510. D. Presumptions	Presumptions. (a) Light is presumed to be unreasonable and declared a light nuisance if the illumination or luminance is in excess of the limitations, or if the luminaire is improperly shielded, as provided in the tables below:
77-510. D. Table 1. *Table 1: Illumination Limits*	(below)

Zoning Category	Footcandles	
	Horizontal	Vertical
Single-family and two-family residential districts	0.25	0.25

Multiple-family residential districts	0.5	0.5
Nonresidential districts, streets	3.0	3.0
Light industrial districts	5.0	5.0

(A) The limit of illumination on neighboring property from one (1) establishment shall be based on the zoning category of the neighboring property.

(B) Maximum computed or measured foot candles at the neighboring property line shall not exceed the limits found in this table.

77-510. D. Table 2. (below)

Table 2: Calculated Luminance Limits

Zoning Category	Limit
Single-family and two-family residential districts	0.02 footcandles
Multiple-family residential districts	0.05 footcandles
Nonresidential districts	0.30 footcandles
Light industrial districts	0.50 footcandles

(A) The permitted luminance on neighboring property from one (1) establishment shall be calculated based on the zoning of the neighboring property.

(B) The luminance as calculated in Section 77-510 H. (b) shall not exceed the value based on zoning category.

77-510. D. Table 3. (below)

Table 3: Shielding Requirements

Lamp Type	Class I Lighting-Color Rendition Important	Class II Lighting-Color Rendition Not Important
Low pressure sodium (LPS)	Fully shielded	Fully shielded
High pressure sodium (HPS)	Fully shielded	Fully shielded
Metal halide	Fully shielded	Fully shielded
Mercury vapor	Prohibited	Prohibited
Fluorescent	Partially or fully shielded	Fully shielded
Incandescent (over 150 watts/fixture)	Partially or fully shielded	Prohibited
Incandescent (under 150 watts/fixture)	Partially or fully shielded	Partially or fully shielded
Any light source 50 watts and under	Unshielded permitted	Unshielded permitted
Low intensity Neon, Krypton or Argon discharge tubes	Unshielded permitted	Unshielded permitted
Light emitting diode (LED)	Fully shielded	Fully shielded

(A) Shielding requirements apply to all outdoor lighting installations as specified in this table.

77-510. E. Affirmative defenses

Affirmative defenses.

(a) It shall be an affirmative defense to prosecution under this article that:

(1) The lighting is installed by a governmental agency for public benefit on public rights-of-way, parks, and public

	recreation areas; (2) The lighting is emergency lighting by police, fire, and/or municipal, state, or federal government authorities; (3) Temporary decorative seasonal lighting may be illuminated no more than 45 days before the holiday and shall not be illuminated 30 days after the holiday, provided holiday lights can be lit from 4pm to 11pm each day; (4) The lighting is for public or private school outdoor recreational uses, including, but not limited to ball diamonds, playing fields, and tennis courts, if shielded to minimize light and glare from spilling over onto a residential zoned property. To constitute an affirmative defense, the maximum permitted illumination at the residential property line may not exceed two (2) foot-candles; (5) Illumination at interior property lines on contiguous lots in a multi-tenant, non-residential development exceeds the limitations in subsection 77-510 D. when the approving authority determines it necessary to provide adequate and constant lighting levels of adjoining parking areas, fire lanes and interior access roadways.
77-510. F. Exemptions	*Exemptions.* (a) Permanent exemptions. (1) Navigation and airport lighting required by the FAA for operation of aircraft are

exempt from this article.

(2) Emergency lighting by police, fire and/or other municipal, state or federal government authorities and hospitals are exempt from this article.

(3) Seasonal decorative street lighting is exempt from this article.

(4) Public street and right-of-way lighting.

(5) Temporary decorative seasonal lighting provided that individual lamps have a light output of no more than 200 lumens.

(6) Temporary lighting for emergency or nighttime work and construction.

(7) Temporary lighting for theatrical, television, and performance areas, or for authorized special events.

(8) Lighting for a special district, street, or building that, according to an adopted municipal plan or ordinance, is determined to require special lighting aesthetics as part of its physical character.

(9) Lighting for outdoor recreational uses such as ball diamonds, playing fields, tennis courts, and similar uses, provided

that such uses comply with the following standards:

i. Maximum permitted light post height: 80 feet.

ii. Maximum permitted illumination at the property line: two footcandles.

iii. Limits on hours of illumination: Exterior lighting shall be extinguished no later than 11:00 p.m. A waiver or deviation from this requirement may be granted by Special Use Permit. A temporary waiver or deviation may be granted by the City Manager or designee for up to three (3) days.

(b) Temporary exemptions.

1. The approving authority may approve temporary exemptions from the requirements of this article provided the duration of the approval is not more than fourteen (14) days from the date of approval. Temporary exemptions may be granted for two (2), two-week periods each calendar year per legal business having a valid certificate of occupancy. A two-week period will commence on the day the exemption is approved. The two (2), two-week periods shall not occur in the same or consecutive months. A legal business shall include any commercial, industrial, or institutional use for which a certificate of occupancy is issued.

2. Any person may submit a written request, on a form prepared by the city, to the approving authority for a temporary exemption request. The request shall contain the following information:

a. Specific exemption(s) requested.

b. Type/use of outdoor lighting fixture involved.

c. Duration of time requested.

d. Type of lamp and calculated footcandles.

e. Total wattage of lamp(s).

f. Proposed location of fixtures.

g. Previous temporary exemption requests.

h. Physical side of fixtures and type of shielding to be provided.

i. Such other data or information may be required by the approving authority.

	j. The approving authority shall have five (5) working days from the date of the submission request to act, in writing, on the request. 3. Requests for renewal of exemptions shall be processed in the same way as the original request. Each renewal shall be valid for not more than fourteen (14) days. 4. Approval of temporary exemptions will be based on the effect of location and use of outdoor lighting fixtures.
77-510. G. Illumination computation.	*Illumination computation.* Illumination at a point may be computed in lieu of measurement. Computation methods shall consist of a generally accepted Illuminating Engineering Society method, using certified photometric data furnished by the fixture manufacturer, lamp manufacturer, photometric laboratory, or other reliable authority satisfactory to the city. Computations shall be based on new, properly seasoned lamps, new and clean fixtures, and at rated voltage and wattage, with ballasts, lenses, shields, diffusers, and other appurtenances in place, and with proper regard taken for mounting height, relative elevation, natural and manmade objects.
77-510. H. Luminance calculation.	*Luminance calculation.* (a) Calculations generally. If illumination measurements are not practical and no other means of measuring fixture luminance is immediately available, a computational method as defined in section 77-510 H. (b) for measuring luminance may be used to determine compliance with this article. (b) Luminance calculations using luminaire photometric data. For the purpose of this article, the luminance shall be computed by the formula:

	Where I is the fixture candelas in the direction of the point from which the calculations are to be made, d is the shortest distance in feet measured horizontally from the property line to a point directly under the luminaire, and h is the height of the luminaire above the eye level as explained in figure A below.
77-510. I. General Requirements. All underlined text reflects existing ordinance language	*General requirements.* a. (a) Hours of operation shall be complied with in all installations, except as specified in subsection (h). b. (b) Outdoor advertising, displays, and signs not exclusively illuminated internally, may only utilize illuminating devices mounted on the top and pointing downward on the advertising display structure. All such installations shall comply with all other provisions of this article. c. (c) Exterior outdoor lights shall be constructed and installed in a manner consistent with this article and shall be located so as not to produce direct illumination across the building property line. ci. cii. (d) Sky glow external outdoor lights shall be constructed and installed in a manner so as to conform with the vertical limit requirements in subsection 77-510 D.(a)(1). (e) Light trespass from external outdoor lights shall be constructed and installed in a manner so as to conform with requirements of this article. (f) Luminaires which are directed toward a viewer shall be aimed in such a manner that the viewer's eye, at least five (5) feet above grade at or beyond the property line, shall not be exposed to fixture luminance within the floodlight beam of the luminaire. (g) Outdoor advertising signs constructed of

translucent materials and wholly illuminated from within do not require shielding.

(h) Class I lighting used for illumination of:

(1) Outdoor sales and eating areas, on-site advertising, assembly areas, repair areas and businesses may be operated during the hours that the facility is open to the public.

(2) Off-site advertising displays and billboards or signs may be operated from dusk to 11:00 p.m. only, unless fully shielded and pointing downwards from the horizontal plane.

(3) (i) Recreational and sporting areas may operate from dusk to 10:00 p.m. except to conclude a specific recreational or sporting event, tournament or similar activity which was in progress prior to 10:00 p.m. for no more than one (1) day in any seven (7) day period, lasting no later than 11:00 p.m.

(ii) For facilities owned, leased or otherwise controlled by the city, light usage may be extended to allow activities to conclude after 11:00 p.m. with approval of the parks and recreation director. For approval, the activity must be part of a league, season or tournament which has an immediate completion deadline.

(i) Permitted class II lighting may be operated anytime (walkways, roadways, equipment yards, parking areas and outdoor security).

(j) The maximum outdoor initial computed or measured illuminance level on an establishment property shall not exceed twenty-five (25) footcandles at any point, except that lighting under canopies (such as service stations) shall not exceed forty (40) footcandles.

(k) Laser source and strobe lights, in addition to other high intensity light sources for advertising or entertainment, shall not be projected above the horizontal plane, unless a permit is obtained for

specific events and timeframes.

(l) Searchlights are prohibited unless required in an emergency as declared by the city, or permitted as a part of a permitted special event in which the operating hours are from dusk to 9 p.m.

(m) *General review standard.* If installed, all exterior lighting shall meet the functional security needs of the proposed land use without adversely affecting adjacent properties or the community. For purposes of this section, properties that comply with the design and height standards set forth in (n) and (o) below shall be deemed to not adversely affect adjacent properties or the community

(n) *Design standards.* Exterior lighting is not required except for purposes of public safety. However, if installed, all exterior lighting shall meet the following design standards:

1. Light sources shall be concealed or shielded with shielding, skirts, or cut-offs with an angle not exceeding 90 degrees to minimize the potential for glare and unnecessary diffusion on adjacent property. For purposes of this provision, "cutoff angle" is defined as the angle formed by a line drawn from the direction of light rays at the light source or reflector, and a line perpendicular to the ground from the light source above from which no light is emitted.

-

2. Parking lots and other background spaces shall be illuminated as unobtrusively as possible while meeting the functional needs of safe circulation and protection of people and property. Foreground spaces, such as building entrances and outside seating areas, shall utilize local lighting that defines the space without glare. Floodlights shall not be utilized to light all or any portion of a building facade after normal business

hours, except that if the seating area of a restaurant is closed and a drive-through remains open, the business shall be determined as open.

3. The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site.

4. All outdoor lights that are not necessary for security purposes shall be reduced, controlled by photosensors or timers, activated by motion sensor detectors, or turned off during non-operating hours.

5. Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.

-

6. For upward-directed architectural, landscape, and decorative lighting, direct light emissions shall not be visible above the building roof line.

-

7. No flickering or flashing lights shall be permitted, except for temporary decorative seasonal lighting.

(o) Height standards for lighting.

1. In MU-DT, MU-TR, and MU-TS Districts—Downtown. All exterior lighting luminaires shall be mounted no higher than 15 feet.

2. In C-3 District—President George Bush Turnpike Corridor south. All exterior lighting luminaires shall be mounted no higher than 25 feet,

except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 35 feet, and exterior lighting luminaires within residential developments shall be mounted no higher than 15 feet.

3. In MU-WF District—Waterfront Area. All exterior lighting luminaires shall be mounted no higher than 15 feet.

4. In other zone districts. All exterior lighting luminaires shall be mounted no higher than 15 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 25 feet.

77-510. J. Plan submittal and appeal. *Plan submittal and appeal.*

(a) The applicant for any permit required by any provision of the laws of this city in connection with the proposed work involving outdoor lighting fixtures shall submit (as part of the application for a building permit) evidence that the proposed work will comply with this article. In order to determine compliance, the submission shall, at a minimum, contain the following information:

1. Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices;

2. Description of the illuminating devices, fixtures, lamps, supports, reflectors, automatic controls and other devices may include, but is not limited to, catalog cuts by manufacturers and drawings (including sections where required); and

3. Photometric data, such as that furnished by manufacturers, or similar data showing the angle of cutoff

fixtures or light emissions.

(b) Lighting plan requirement for new developments. All new developments shall submit a proposed exterior lighting plan. The plan must be submitted concurrently with the site plan or subdivision application. The exterior lighting plan shall include plans and specifications for streetlights, parking lot lights, and exterior building lights. The specifications shall include details of the pole, fixture height and design, lamp type, wattage, and spacing of lights.

(c) The above required plans, description and data shall be sufficiently complete to enable the plans examiner to readily determine whether the proposed lighting complies with the requirements of this article. If such plans, descriptions and data cannot enable this ready determination, by reason of the nature of configuration of the devices, fixtures or lamps proposed, the applicant shall additionally provide reports of tests submitted a plan review and verified by an engineer in the field.

(d) If any subdivision proposes to have installed street or other common public area outdoor lighting, the site plan shall contain a statement certifying that the applicable provisions of this article, the City of Rowlett Outdoor Lighting Code, will be adhered to.

(e) Should an applicant wish to change any outdoor light fixture or the type of light after the permit has been issued, the applicant shall submit a change request, together with adequate information to assure compliance with this article, to the approving authority for approval. No substitution is permitted until the change request is granted by the approving authority.

(f) Appeal of any decision made by the

	approving authority under this article will be heard by the Planning and Zoning Commission.
77-510. K. Offenses.	*Offenses.* (a) It shall be an offense for any person to intentionally, knowingly, or recklessly emit or cause to be emitted a light nuisance: 1. In a public place; or 2. On private property that the person has no right to occupy. (b) It shall be an offense for a person to intentionally, knowingly, or recklessly make, cause to be made, or allow a light nuisance on property owned by them or subject to their care, custody or control. (c) The issuance of a certificate of occupancy, land occupancy permit, or other permit issued by City of Rowlett shall not be a defense to prosecution under this article unless otherwise expressly provided in this article.
77-510. L. Enforcement.	*Enforcement.* The city manager or their designee shall have authority to enforce this article.

Financial/Budget Implications
N/A

Recommended Action

The governing body may take the following actions:

Recommend Approval

Recommend Approval with Conditions

Recommend Denial

Ordinance is attached to this staff report.

Attachments

1. Proposed Ordinance - Text Amendment Repealing and Replacing 77-510 Exterior Lighting
2. Attachment 1 - Comparative ordinances
3. Attachment 2 - Current Ordinance
4. Attachment 3 - Redline Version
5. Attachment 4 - 01.05.26 City Council Work Session Minutes

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROWLETT, AS HERETOFORE AMENDED, BY AMENDING CHAPTER 77 "DEVELOPMENT CODE," CHAPTER 77-500 "DEVELOPMENT AND DESIGN STANDARDS," BY REPEALING AND REPLACING IN ITS ENTIRETY SECTION 77-510 "EXTERIOR LIGHTING;" PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of Rowlett, Texas and the governing body of the City of Rowlett in compliance with the laws of the State of Texas and the Ordinances of the City of Rowlett, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion, the City Council has concluded that the Comprehensive Zoning Ordinance should be amended.

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

SECTION 1. The Comprehensive Zoning Ordinance of the City of Rowlett, Texas, as heretofore amended, is hereby further amended at Chapter 77 "Development Code," Chapter 77-500, "Development and Design Standards" by repealing and replacing in its entirety section 77-510 "Exterior lighting" to read in its entirety as follows:

"Sec. 77-510. Exterior Lighting

A. *Purpose.* The general purpose of this section is to require outdoor lighting that is adequate for safety and convenience; in scale with the activity to be illuminated and its surroundings; directed to the surface or activity to be illuminated; and designed to clearly render people and objects and contribute to a pleasant nighttime environment. Additional specific purposes are to:

1. Provide safety and personal security as well as convenience and utility in areas of public use or traverse, for uses where there is outdoor public activity during hours of darkness;

2. Control glare and excessive brightness to improve visual performance, allow better visibility with relatively less light, and protect residents from nuisance and discomfort;

3. Control trespass light onto neighboring properties to protect inhabitants from the consequences of stray light shining in inhabitants' eyes or onto neighboring properties;

4. Result in cost and energy savings to establishments by carefully directing light at the surface area or activity to be illuminated, using only the amount of light necessary; and

5. Control light pollution to minimize the negative effects of misdirected light and recapture views to the night sky.

B. *Applicability.*

1. *General.* This article applies to:

(a) New construction in commercial, industrial, and residential areas beginning on the date of the adoption by the City Council of the City Of Rowlett.

(b) Existing Light fixtures that exceed the limitations in section D.

C. *Definitions.*

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approving authority means City of Rowlett or its duly authorized deputy, agent or representative.

Candela means the unit of luminous intensity in a given direction.

Class I lighting means lighting used outdoors where color rendition is important, including, but not limited to, in areas for sales, recreation, assembly, eating, repair, advertising displays, billboards, and other signs.

Class II lighting means lighting used outdoors where color rendition is not important, including, but not limited to, illumination for walkways, roadways, equipment yards, parking areas, and outdoor security.

Cutoff fixture means a fixture that provides a shielding of the light emitted.

Diffusing luminaire means a luminaire that scatters light substantially in all directions as contrasted with a directional luminaire which confines its light principally in an angle of less than one hundred eighty (180) degrees.

Floodlight means a luminaire designed to project its light in a well-defined area and is directional in character.

Floodlight beam means the angular spread of light between two (2) rectangular planes each of which equal ten (10) percent of the maximum candelas within the beam.

Footcandle means the amount of illumination provided by one (1) lumen uniformly distributed on one (1) square foot of surface.

Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or defractor (lens), the ballast, housing and the attachment parts.

Fluorescent lamp means a usually tubular electric lamp having a coating of fluorescent material on its inner surface and containing mercury vapor whose bombardment by electrons from the cathode provides ultraviolet light which causes the material to emit visible light.

Fully shielded means light fixtures that are constructed so all light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted, nearly one-hundred (100) percent cut-off type, as evidenced by the manufacturers photometric data.

Glare means direct lighting emitted from a luminary that causes reduced vision or temporary blindness.

High pressure sodium (HPS) means a high intensity discharge lamp where radiation is produced from sodium vapor at relatively high partial pressures (above one (1) atm).

Horizontal plane means a line horizontal to the lowest point on the fixture from which light is emitted.

Illumination means the density of the luminous flux (lumens) incident on a surface. It is the quotient of the luminous flux divided by the area of the surface, expressed in footcandles and often referred to as ‘brightness’.

Incandescent lamp means any lamp that produces light by heating a filament through use of an electric current.

Installed means attached or fixed in place, whether or not connected to a power source or any outdoor light fixture.

Lamp means the source of electric light. To be distinguished from the whole assembly, lamp is used to denote the bulb and its housing.

Light emitting diode (LED) means a semiconductor diode that emits light when a voltage is applied to it and that is used especially in electronic devices (as for an indicator light).

Light nuisance means light that is likely to cause unreasonable discomfort or distress to a reasonable person or to unreasonably interfere with the use or enjoyment of property.

Light source means a device (such as a lamp) which produces visible energy as distinguished from devices or bodies which reflect or transmit light such as a luminaire.

Light trespass means light falling outside the boundary of property for which it was originally intended or needed. Also referred to as spillover light or obtrusive light.

Low pressure sodium (LPS) means a discharge lamp where the light is produced by radiation from sodium vapor at a relatively low partial pressure (below 1 atm). LPS is a "tube source" monochromatic light.

Lumen means the quantity of luminous flux intercepted by a surface of one (1) square foot, all points of which are one (1) foot from a uniform source of one (1) candela. A one-candela source provides 12.57 lumens.

Luminaire means a device or fixture containing a light source and means for directing and controlling the distribution of light from the source.

Luminance means the luminous intensity per unit projected area of a given surface viewed from a given direction for purposes of this article expressed in candelas divided by distance squared.

Mercury lamp means a high intensity discharge lamp where light is produced by radiation from mercury vapor.

Metal halide lamp means a high intensity discharge lamp where light is produced by radiation from metal halide vapor.

Neon, krypton or argon discharge tubes means family of artificial light sources that generate light by sending an electric discharge through an ionized gas, a plasma.

Outdoor lighting fixture means an outdoor artificial illumination device, whether permanent or portable, used for illumination outdoors, including, but not limited to, devices used for search, spot, or flood lighting and area lighting for buildings, structures, recreational facilities, parking, landscape, advertising displays, billboards, signs, public and private streets, and walkways.

Partially shielded means shielding so that the lower edge of the shield is at or below the centerline of the light source or lamp so as to minimize light transmission above the horizontal plane, or at least ninety (90) percent of the emitted light projects below the horizontal plane as evidenced by the manufacturer's photometric data.

Photometric means quantitative measurements of light levels and distribution.

Shielding means a physical structure intended to restrict emitted light.

Watt means the standard unit of power in the International System of Units (SI), equivalent to one (1) joule per second and equal to the power in a circuit in which a current of one (1) ampere flows across a potential difference of one (1) volt; 1000 watts is equal to one (1) kilowatt.

D. *Presumptions.*

(a) Light is presumed to be unreasonable and declared a light nuisance if the illumination or luminance is in excess of the limitations, or if the luminaire is improperly shielded, as provided in the tables below:

Table 1: Illumination Limits

Zoning Category	Footcandles	
	Horizontal	Vertical
Single-family and two-family residential districts	0.25	0.25
Multiple-family residential districts	0.5	0.5
Nonresidential districts	3.0	3.0
Light industrial districts	5.0	5.0
(A) The limit of illumination on neighboring property from one (1) establishment shall be based on the zoning category of the neighboring property. (B) Maximum computed or measured footcandles at the neighboring property line shall not exceed the limits found in this table.		

Table 2: Calculated Luminance Limits

Zoning Category	Limit
Single-family and two-family residential districts	0.02 footcandles
Multiple-family residential districts	0.05 footcandles
Nonresidential districts	0.30 footcandles
Light industrial districts	0.50 footcandles
(A) The permitted luminance on neighboring property from one (1) establishment shall be calculated based on the zoning of the neighboring property. (B) The luminance as calculated in Section 77-510 H. (b) shall not exceed the value based on zoning category.	

Table 3: Shielding Requirements

Lamp Type	Class I Lighting-Color Rendition Important	Class II Lighting-Color Rendition Not Important
Low pressure sodium (LPS)	Fully shielded	Fully shielded
High pressure sodium (HPS)	Fully shielded	Fully shielded
Metal halide	Fully shielded	Fully shielded
Mercury vapor	Prohibited	Prohibited
Fluorescent	Partially or fully shielded	Fully shielded
Incandescent (over 150 watts/fixture)	Partially or fully shielded	Prohibited
Incandescent (under 150 watts/fixture)	Partially or fully shielded	Partially or fully shielded
Any light source 50 watts and under	Unshielded permitted	Unshielded permitted
Low intensity Neon, Krypton or Argon discharge tubes	Unshielded permitted	Unshielded permitted
Light emitting diode (LED)	Fully shielded	Fully shielded
(A) Shielding requirements apply to all outdoor lighting installations as specified in this table.		

E. *Affirmative defenses.*

(a) It shall be an affirmative defense to prosecution under this article that:

(1) The lighting is installed by a governmental agency for public benefit on public rights-of-way, parks, and public recreation areas;

(2) The lighting is emergency lighting by police, fire, and/or municipal, state, or federal government authorities;

(3) Temporary decorative seasonal lighting may be illuminated no more than 45 days before the holiday and shall not be illuminated 30 days after the holiday, provided holiday lights can be lit from 4pm to 11pm each day;

(4) The lighting is for public or private school outdoor recreational uses, including, but not limited to ball diamonds, playing fields, and tennis courts, if shielded to minimize light and glare from spilling over onto a residential zoned property. To constitute an affirmative defense, the maximum permitted illumination at the residential property line may not exceed two (2) foot-candles;

(5) Illumination at interior property lines on contiguous lots in a multi-tenant, non-residential development exceeds the limitations in subsection 77-510 D. when the approving authority determines it necessary to provide adequate and constant lighting levels of adjoining parking areas, fire lanes and interior access roadways.

F. *Exemptions.*

(a) Permanent exemptions.

(1) Navigation and airport lighting required by the FAA for operation of aircraft are exempt from this article.

(2) Emergency lighting by police, fire and/or other municipal, state or federal government authorities and hospitals are exempt from this article.

(3) Seasonal decorative street lighting is exempt from this article.

(4) Public street and right-of-way lighting.

(5) Temporary decorative seasonal lighting provided that individual lamps have a light output of 200 lumens or less.

(6) Temporary lighting for emergency or nighttime work and construction.

(7) Temporary lighting for theatrical, television, and performance areas, or for authorized special events.

(8) Lighting for a special district, street, or building that, according to an adopted municipal plan or ordinance, is determined to require special lighting aesthetics as part of its physical character.

(9) Lighting for outdoor recreational uses such as ball diamonds, playing fields, tennis courts, and similar uses, provided that such uses comply with the following standards:

i. Maximum permitted light post height: 80 feet.

ii. Maximum permitted illumination at the property line: two footcandles.

iii. Limits on hours of illumination: Exterior lighting shall be extinguished no later than 11:00 p.m. A waiver or deviation from this requirement may be granted by Special Use Permit. A temporary waiver or deviation may be granted by the City Manager or designee for up to three (3) days.

(b) Temporary exemptions.

(1) The approving authority may approve temporary exemptions from the requirements of this article provided the duration of the approval is not more than fourteen (14) days from the date of approval. Temporary exemptions may be granted for two (2), two-week periods each calendar year per legal business having a valid certificate of occupancy. A two-week period will commence on the day the exemption is approved. The two (2),

two-week periods shall not occur in the same or consecutive months. A legal business shall include any commercial, industrial, or institutional use for which a certificate of occupancy is issued.

(2) Any person may submit a written request, on a form prepared by the city, to the approving authority for a temporary exemption request. The request shall contain the following information:

a. Specific exemption(s) requested.

b. Type/use of outdoor lighting fixture involved.

c. Duration of time requested.

d. Type of lamp and calculated footcandles.

e. Total wattage of lamp(s).

f. Proposed location of fixtures.

g. Previous temporary exemption requests.

h. Physical side of fixtures and type of shielding to be provided.

i. Such other data or information as may be required by the approving authority.

j. The approving authority shall have five (5) working days from the date of the submission request to act, in writing, on the request.

(3) Requests for renewal of exemptions shall be processed in the same way as the original request. Each renewal shall be valid for not more than fourteen (14) days.

(4) Approval of temporary exemptions will be based on the effect of location and use of outdoor lighting fixtures.

G. *Illumination computation.*

Illumination at a point may be computed in lieu of measurement. Computation methods shall consist of a generally accepted Illuminating Engineering Society method, using certified photometric data furnished by the fixture manufacturer, lamp manufacturer, photometric laboratory, or other reliable authority satisfactory to the city. Computations shall be based on new, properly seasoned lamps, new and clean fixtures, and at rated voltage and wattage, with ballasts, lenses, shields, diffusers, and other appurtenances in place, and with proper regard taken for mounting height, relative elevation, natural and manmade objects.

H. *Luminance calculation.*

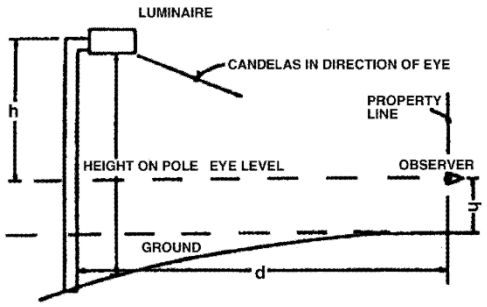
(a) Calculations generally. If illumination measurements are not practical and no other means of measuring fixture luminance is immediately available, a computational method as defined in section 77-510 H. (b) for measuring luminance may be used to determine compliance with this article.

(b) Luminance calculations using luminaire photometric data. For the purpose of this article, the luminance shall be computed by the formula:

$$L = \frac{I}{(d^2 + h^2)}$$

Where I is the fixture candelas in the direction of the point from which the calculations are to be made, d is the shortest distance in feet measured horizontally from the property line to a point directly under the luminaire, and h is the height of the luminaire above the eye level as explained in figure A below.

Figure A: Factors for Luminance Determination



I. *General requirements.*

(a) Hours of operation shall be complied with in all installations, except as specified in subsection (h).

(b) Outdoor advertising, displays, and signs not exclusively illuminated internally, may only utilize illuminating devices mounted on the top and pointing downward on the advertising display structure. All such installations shall comply with all other provisions of this article.

(c) Exterior outdoor lights shall be constructed and installed in a manner consistent with this article and shall be located so as not to produce direct illumination across the building property line.

(d) Sky glow external outdoor lights shall be constructed and installed in a manner so as to conform with the requirements in subsection 77-510 D.(a)(1).

(e) Light trespass from external outdoor lights shall be constructed and installed in a manner so as to conform with requirements of this article.

(f) Luminaires which are directed toward a viewer shall be aimed in such a manner that the viewer's eye, at least five (5) feet above grade at or beyond the property line, shall not be exposed to fixture luminance within the floodlight beam of the luminaire.

(g) Outdoor advertising signs constructed of translucent materials and wholly illuminated from within do not require shielding.

(h) Class I lighting used for illumination of:

(1) Outdoor sales and eating areas, on-site advertising, assembly areas, repair areas and businesses may be operated during the hours that the facility is open to the public.

(2) Off-site advertising displays and billboards or signs may be operated from dusk to 11:00 p.m. only, unless fully shielded and pointing downwards from the horizontal plane.

(3) (i) Recreational and sporting areas may operate from dusk to 10:00 p.m. except to conclude a specific recreational or sporting event, tournament or similar activity which was in progress prior to 10:00 p.m for no more than one (1) day in any seven (7) day period, lasting no later than 11:00 p.m.

(ii) For facilities owned, leased or otherwise controlled by the city, light usage may be extended to allow activities to conclude after 11:00 p.m. with approval of the parks and recreation department. For approval, the activity must be part of a league, season or tournament which has an immediate completion deadline.

(i) Permitted class II lighting may be operated anytime (walkways, roadways, equipment yards, parking areas and outdoor security).

(j) The maximum outdoor initial computed or measured illuminance level on an establishment property shall not exceed twenty-five (25) footcandles at any point, except that lighting under canopies (such as service stations) shall not exceed forty (40) footcandles.

(k) Laser source and strobe lights, in addition to other high intensity light sources for advertising or entertainment, shall not be projected above the horizontal plane, unless a permit is obtained for specific events and timeframes.

(l) Searchlights are prohibited unless required in an emergency as declared by the city, or permitted as a part of a permitted special event in which the operating hours are from dusk to 9 p.m.

(m) *General review standard.* If installed, all exterior lighting shall meet the functional security needs of the proposed land use without adversely affecting adjacent properties or the community. For purposes of this section, properties that comply with the design and height standards set forth in (d) and (e) below shall be deemed to not adversely affect adjacent properties or the community.

(n) *Design standards.* Exterior lighting is not required except for purposes of public safety. However, if installed, all exterior lighting shall meet the following design standards:

(1) Light sources shall be concealed or shielded with luminaries with shielding, skirts, or cut-offs with an angle not exceeding 90 degrees to minimize the potential for glare and unnecessary diffusion on adjacent property. For purposes of this provision, "cutoff angle" is defined as the angle formed by a line drawn from the direction of light rays at the light source or reflector, and a line perpendicular to the ground from the light source above from which no light is emitted.

(2) Parking lots and other background spaces shall be illuminated as unobtrusively as possible while meeting the functional needs of safe circulation and protection of people and property. Foreground spaces, such as building entrances and outside seating areas, shall utilize local lighting that defines the space without glare. Floodlights shall not be utilized to light all or any portion of a building facade after normal business hours, except that if the seating area of a restaurant is closed and a drive-through remains open, the business shall be determined as open.

(3) The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site.

(4) All outdoor lights that are not necessary for security purposes shall be reduced, activated by motion sensor detectors, or turned off during non-operating hours.

(5) Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.

(6) For upward-directed architectural, landscape, and decorative lighting, direct light emissions shall not be visible above the building roof line.
(7) No flickering or flashing lights shall be permitted, except for temporary decorative seasonal lighting.

(o) *Height standards for lighting.*

(1) *In MU-DT, MU-TR, and MU-TS Districts—Downtown.* All exterior lighting luminaries shall be mounted no higher than 15 feet.
(2) *In C-3 District—President George Bush Turnpike Corridor south.* All exterior lighting luminaries shall be mounted no higher than 25 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 35 feet, and exterior lighting luminaries within residential developments shall be mounted no higher than 15 feet.
(3) *In MU-WF District—Waterfront Area.* All exterior lighting luminaries shall be mounted no higher than 15 feet.
(4) *In other zone districts.* All exterior lighting luminaries shall be mounted no higher than 15 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 25 feet.

J. *Plan submittal and appeal.*

(a) The applicant for any permit required by any provision of the laws of this city in connection with the proposed work involving outdoor lighting fixtures shall submit (as part of the application for a building permit) evidence that the proposed work will comply with this article. In order to determine compliance, the submission shall, at a minimum, contain the following information:

(1) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices;

(2) Description of the illuminating devices, fixtures, lamps, supports, reflectors, automatic controls and other devices may include, but is not limited to, catalog cuts by manufacturers and drawings (including sections where required); and

(3) Photometric data, such as that furnished by manufacturers, or similar data showing the angle of cutoff fixtures or light emissions.

(b) *Lighting plan requirement for new developments.* All new developments shall submit a proposed exterior lighting plan. The plan must be submitted concurrently with the site plan or subdivision application. The exterior lighting plan shall include plans and specifications for streetlights, parking lot lights, and exterior building lights. The specifications shall include details of the pole, fixture height and design, lamp type, wattage, and spacing of lights.

(c) The above required plans, description and data shall be sufficiently complete to enable the plans examiner to readily determine whether the proposed lighting complies with the requirements of this article. If such plans, descriptions and data cannot enable this ready determination, by reason of the nature of configuration of the devices, fixtures or lamps proposed, the applicant shall additionally provide reports of tests submitted a plan review and verified by an engineer in the field.

(d) If any subdivision proposes to have installed street or other common public area outdoor lighting, the site plan shall contain a statement certifying that the applicable provisions of this article, the City of Rowlett Outdoor Lighting Code, will be adhered to.

(e) Should an applicant wish to change any outdoor light fixture or the type of light after the permit has been issued, the applicant shall submit a change request, together with adequate information to assure compliance with this article, to the approving authority for approval. No substitution is permitted until the change request is granted by the approving authority.

(f) Appeal of any decision made by the approving authority under this article will be heard by the Planning & Zoning Commission.

K. *Offenses.*

(a) It shall be an offense for any person to intentionally, knowingly, or recklessly emit or cause to be emitted a light nuisance:

(1) In a public place; or

(2) On private property that the person has no right to occupy.

(b) It shall be an offense for a person to intentionally, knowingly, or recklessly make, cause to be made, or allow a light nuisance on property owned by them or subject to their care, custody or control.

(c) The issuance of a certificate of occupancy, land occupancy permit, or other permit issued by City of Rowlett shall not be a defense to prosecution under this article unless otherwise expressly provided in this article.

L. Administrative Guidance

The city is authorized to promulgate one or more interpretive documents to aid in the administration of, and compliance with, this Section. Such interpretive documents shall be educational only and shall not constitute regulations, amendments, or exceptions.

M. *Enforcement.*

The city manager or the manager's designee shall have authority to enforce this article.

N. *Penalty.*

(a) It shall be an offense to intentionally or knowingly fail to comply with any provision of this article. Any person intentionally or knowingly violating a provision of this article shall be punished by a fine not to exceed two-thousand dollars ($2,000.00). Each day a violation occurs shall constitute a separate offense.

(b) Repeat and habitual offenders.

(1) If it is shown on the trial of an offense under this article that the defendant has previously been finally convicted of an offense under this article, on conviction the person shall be punished by a fine of not less than five hundred dollars ($500.00).

(2) If it is shown on the trial of an offense under this article that the defendant has previously been finally convicted of two (2) or more offenses under this article, on conviction the person shall be punished by a fine of not less than one thousand dollars ($1,000.00).

(3) This subsection for repeat and habitual offenders applies only to a person finally convicted of a second or subsequent offense within three (3) years of the date on which the most recent preceding offense was committed."

SECTION 2. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Rowlett and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or the Rowlett Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Rowlett Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. This ordinance shall take effect immediately from and after its passage.

4923-3200-2996, v. 1

ATTACHMENT 1

Attachment 1. Comparative ordinances

City of Mesquite - Code of Ordinances / Appendix C – Zoning Ordinance / Part 1. – General Provisions / 1-400 – Performance Standards / 1-408 - Glare.
Page 2

City of Garland Development Code / Chapter 4 Site Development / Article 7 Glare and Lighting / Division 3 General Regulations / Section 4.90 Glare - Direction & Intensity.
Pages 3-8 (6 pages)

City of Plano - Code of Ordinances / Chapter 6, Buildings and Building Regulations / Article XI, Outdoor Lighting.
Pages 9-17 (9 pages)

1-408 Glare.

Any use shall be operated so as not to produce obnoxious and intense glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source and reflector so selected that acting together the light beam is controlled and not directed across any bounding property line above the height of three (3) feet. The allowable maximum intensity measured at the property line of a residential use in a residential district shall be 0.25 foot candles.

DIVISION 1
Purpose & Applicability

§ 4.86. Purpose.

The purpose of this Article 7 is to provide standards for controlling outdoor lighting and glare to encourage energy conservation, promote nighttime public safety, and reduce annoyance and inconvenience to property owners and vehicular traffic. The following standards are intended to allow reasonable enjoyment of adjacent and nearby property by their owners and occupants while minimizing light trespass and skyglow.
(Ordinance 6773 adopted 5/19/15)

§ 4.87. Applicability.

This Article 7 applies to all types of development, unless otherwise specified herein.
(Ordinance 6773 adopted 5/19/15)

DIVISION 2
Lighting Plan - Administration & Procedures

§ 4.88. Plan Submission & Approval.

(A) Lighting Plan. All types of nonresidential and multifamily developments that are within or adjacent to a residential zoning district or adjacent to a residential use must submit a Lighting Plan, in accordance with Division 2 below, to show how the proposed development will comply with the regulations of this Article 7. The Planning Director may waive the requirement for submission and approval of a Lighting Plan upon a finding that the proposed development and its lighting will not negatively affect neighboring properties.

(B) Application Submittal. An application for a Lighting Plan (if required) must be submitted to the Planning Director as part of the initial development application. The Lighting Plan must include the following information:

(1) The type and description (such as, catalog cuts by manufacturers and drawings) of illuminating devices, fixtures, lamps, supports, reflectors, and other devices, and their respective location on the site; and

(2) Any photometric data, where provided by manufacturers, or similar data showing the angle of cut-off or light emissions.

(C) The above required Lighting Plan must show enough information in sufficient detail to enable the Planning Director to determine whether the Plan is in compliance with the requirements of this Article 7. If the Planning Director is unable to make a determination based on insufficient information, the applicant may also be required to submit reports of tests performed and certified by a recognized testing laboratory. The reports must provide sufficient evidence to demonstrate compliance with the applicable provisions of this Article 7.
(Ordinance 6773 adopted 5/19/15)

DIVISION 3
General Regulations

§ 4.89. Design & Maintenance.

(A) Quality & Appearance. All fixtures and supports must be painted or otherwise treated to resist rust and corrosion, and also must be maintained in an attractive condition and in a manner consistent with the surrounding architecture.

(B) Condition. All fixtures and lamps must be maintained in a working, serviceable condition at all times.

(Ordinance 6773 adopted 5/19/15)

§ 4.90. Glare - Direction & Intensity.

(A) Glare. Any use is prohibited from operating in a manner so that the intensity of its glare or direct illumination projecting across the property boundary and onto another public or private property is a nuisance or detracts from the use or enjoyment of adjacent property.

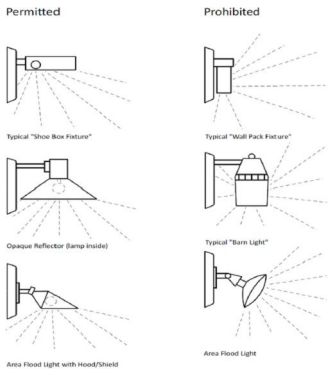
(B) Height Across Property Lines. All outside lights must be made up of a light source and reflector designed such that the light beam is controlled and not directed across any of the property's boundaries onto other public or private property above a height of three feet.

(C) Maximum Intensity. The allowable maximum intensity measured at the property line is 0.5 footcandle above the ambient light level, except as may be otherwise specified within this Article 7 for specific lighting situations.

(Ordinance 6773 adopted 5/19/15)

§ 4.91. Luminaries.

(A) General. Light sources must be of a down-light, indirect, diffused or shielded type (minimum seventy-degree cut-off when measured from horizontal), or installed and maintained in a manner to reduce glare effect and consequent interference with use of adjacent properties and streets.



(B) Appearance & Height. Lighting standards, poles, and fixtures must be a single color compatible with the architecture of the building(s) served. The height of the standards, poles, and fixtures, excluding those mounted on a building, may not exceed the height

4

of the highest roofline of the building(s) within the site, except as provided in Subsection 4.92 (Recreational Area Lighting) or in Table 4-10 (Mounting Heights for Lighting in Parking Areas) in this Article 7.

(C) Accent Lighting (low wattage).In nonresidential and mixed-use zoning districts only, strings of low-wattage (maximum fifteen watts), steady-glowing, and non-twinkling lights are allowed for permanent display on a nonresidential building or its premises (such as on an outdoor dining patio, along a walkway, or in trees on the site) without City approval or a Permit. Bare bulbs above fifteen watts and strings of such higher wattage lamps are prohibited.

(Ordinance 6773 adopted 5/19/15)

§ 4.92. Recreational Area Lighting.

(A) Height. Lighting related to athletic or recreational uses may employ standards, poles, and fixtures in excess of the heights prescribed in Subsection 4.91(B) of this Article 7.

(B) Living Screen Required. Where recreational uses are adjacent to a residential zoning district or use, separation by streets notwithstanding, and the recreational use is, or will be, illuminated in a manner that produces a light intensity in excess of 0.5 footcandle above the ambient light level at the property line of the residential district or use, or where the light source is exposed to the residential district or use, a living screen (in addition to or to supplement any perimeter screening, if required by Subsections 4.39 and 4.40 in Article 3 of this Chapter 4 – if large canopy trees are required pursuant to those Subsections, then the tree requirement below supersedes and does not duplicate that requirement) is required in accordance with the following provisions:

(1) A variety of large canopy trees that normally grow to, or in excess of, a height of thirty feet must be provided at twenty-five feet on center along the property perimeter abutting the residential use. At least seventy-five percent of the required trees must be evergreen species for year-round screening, and the trees must be regularly spaced along the perimeter.

(2) The trees required above must be of species and planting height that will achieve (within five years following planting), and maintain, a crown width sufficient to form a continuous screen at heights between ten feet and thirty feet above grade.

(C) Lighting Plan; Line-of-Sight Study. Submission and approval of a Lighting Plan (in accordance with Section 4.88 of this Article 7) and graphic Line-of-Sight Sketches may be required by the Planning Director to help assess the potential lighting impact for any location on a recreational site that is adjacent to a residential district or use. Upon review of a Lighting Plan and Sketches, the Planning Director may require additional screening if determined necessary by the Planning Director to protect adjacent properties.

(Ordinance 6773 adopted 5/19/15)

§ 4.93. Thoroughfare Lighting.

Exemption. Lighting provided by or on behalf of governmental entities for safe travel upon

public thoroughfares is expressly exempted from compliance with this Article 7.
(Ordinance 6773 adopted 5/19/15)

§ 4.94. Walkway Lighting for Outdoor Pedestrian Areas.

Walkway lighting for outdoor pedestrian areas must comply with the following provisions:

(A) Illumination. All outdoor pedestrian areas and walkways must be illuminated. The level of intensity of illumination, measured at the walkway surface, must be a minimum average of 0.8 footcandles, distributed at an average-to-minimum uniformity ratio of at least 5:1. Walkway lighting may be provided by pedestrian-scale bollard-style fixtures, or may be provided by other means, such as parking lot or building-mounted fixtures.

(B) Fixture Height. The mounting height of luminaire fixtures may not exceed twelve feet.

(C) Fixture Types. Pole and wall-mounted fixtures mounted above six feet must be of a down-light or cut-off type.
(Ordinance 6773 adopted 5/19/15)

DIVISION 4
Nonresidential & Mixed-Use Regulations

Nonresidential and mixed-use uses must comply with the following provisions:

§ 4.95. Site & Building Lighting.

(A) Building Floodlighting. Building floodlighting is only allowed if it uses white, shielded or not visible, steadily illuminating light sources (building floodlighting may not be tinted using colored bulbs, gels, or lenses, and it may not change colors or blink or change intensity in any way).

(B) Lighted Objects. Freestanding “art forms” and other site objects may not be internally lighted. Site fixtures may only be externally illuminated using tightly focused up-lighting from a white, shielded or not visible, steadily illuminating light source (that is, they may not be tinted using colored bulbs, gels, or lenses, and they may not change colors or blink or change intensity in any way).
(Ordinance 6773 adopted 5/19/15)

§ 4.96. Parking & Loading Lighting.

Parking and loading lighting must comply with the following provisions:

(A) General. All off-street parking areas for nonresidential uses (in all zoning districts) that are used after dark must be illuminated beginning at sunset and continuing throughout the hours of business operation. Illumination of parking areas must be sufficient to ensure the visibility of pedestrians and the safe movement of traffic within the site.

(B) Intensity. The level of intensity of illumination, measured at a height of three feet above the pavement surface, must be a minimum average of two footcandles above the ambient light level, and a minimum level at any point of at least 0.66 footcandle above the ambient light level.

(C) Mounting Height. The mounting height of luminaire fixtures may not exceed the heights specified in Table 4-10 below.

Table 4-10: Mounting Heights for Lighting in Parking Areas	
Width of Parking Area	Maximum Luminaire Mounting Height
0 - 60 feet	14 feet
60.1 - 102 feet	20 feet
102.1 or greater feet	30 feet

(D) Appearance. Standards, poles, and fixtures must be of a single color, compatible with the architecture of the building.

(E) Type of Fixtures. All lighting fixtures must be restricted to down-light or cut-off types. Low-pressure sodium lighting or lighting of similar color may not be used.

(Ordinance 6773 adopted 5/19/15)

§ 4.97. Walkway Lighting.

Walkway lighting must comply with the following provisions:

(A) Intensity. All outdoor pedestrian areas and uncovered walkways, separate from parking or buildings but essential to the nighttime operation of nonresidential uses within nonresidential districts, must be continually illuminated between sunset and sunrise. The level of intensity of illumination, measured at the walkway surface, is a minimum average of 0.8 footcandle. For pedestrian walkways located within one hundred feet of a residential district, and for all sidewalks on private property within a residential district (excluding public sidewalks along street rights-of-way), walkway lighting must be low "bollard"-style (not mounted on light poles over five feet tall) so that lighting occurs as a "groundwash" on the walkways and does not overspill into residential lots.

(B) Mounting Height. The mounting height of luminaire fixtures within one hundred feet of a residential district may not exceed twelve feet above the ground.

(Ordinance 6773 adopted 5/19/15)

§ 4.98. Gaseous/Electrified Tubing and Backlit Lighting Elements.

(A) General Requirements. The use of gaseous, light-emitting diode (LED), or other electrified or illuminated tubing or backlit "band" lighting to outline or decorate buildings, signs, or other site features is limited as follows:

(1) Gaseous, light-emitting diode (LED), or other electrified or illuminated tubing or backlit "band" lighting is prohibited in residential and Agriculture (AG) zoning districts.

(2) In nonresidential and mixed-use zoning districts, gaseous, light-emitting diode (LED), or other electrified or illuminated tubing or backlit "band" lighting must comply with the following provisions:

(a) Allowed to decorate only one predominantly horizontal architectural element on a building (that is, along the rooflines including any peaks, arches, or bump-

ups, or horizontally along the building's facade as lighted tubing or a backlit "band"), provided that the tubing or "band" does not exceed six inches in width. Outlining windows, doorways, and other architectural building features, other than as provided above, is prohibited.

(b) Building-mounted awnings may be backlit provided they do not comprise more than ten percent of a building facade's total surface area, or the outermost edges only of awnings may be outlined or decorated with gaseous or electrified tubing (entire awnings may not be outlined, only the outermost edges).

(c) Building-mounted, projecting porch covers may be outlined or decorated with gaseous or electrified tubing to highlight the main entrance into the building. Only the outermost panel or plane that is approximately parallel to the building's front facade may be backlit (not the entire projecting porch cover).

(d) Around the outer edges of canopies sheltering vehicular areas (such as canopies of gas stations, convenience stores, or drive-through bank facilities) may be outlined or decorated with one gaseous, LED, or electrified/illuminated tubing strip having a maximum width of six inches, or with a backlit "band," provided that the "band" does not exceed one-third the thickness of the canopy or twelve inches in width, whichever is smaller (the "band" may not protrude beyond the upper or lower edge of the canopy).

(e) Freestanding "art forms" and other site objects may not be illuminated by or with gaseous, LED, or other electrified or illuminated tubing or devices.

(Ordinance 6773 adopted 5/19/15)

DIVISION 5
Approval of Alternatives

§ 4.99. Administrative Approval of Alternatives.

(A) Request for Alternative Compliance. A request for alternative compliance may only be submitted to vary one or more of the lighting-related regulations cited in Subsections (1) through (5) below. The alternative compliance application must be submitted and processed in accordance with Article 1, Division 2 of this Chapter 4. The Planning Director may approve alternatives to the following standards, based upon a finding that the proposed alternative meets the spirit and intent of this Article 7, as applicable to a particular development:

(1) The height of freestanding lighting fixtures;

(2) The style or illumination intensity of lighting fixtures (only if such fixtures are located at least three hundred feet away from a residential zoning district or use);

(3) The maximum wattage of accent lighting;

(4) The screening associated with athletic or recreational lighting; or

(5) The gaseous/electrified building lighting design.

(Ordinance 6773 adopted 5/19/15)

8

ARTICLE XI. OUTDOOR LIGHTING[1]

Sec. 6-466. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approving authority means City of Plano or its duly authorized deputy, agent or representative.

Candela means the unit of luminous intensity in a given direction.

Class I lighting means lighting used outdoors where color rendition is important, including, but not limited to, in areas for sales, recreation, assembly, eating, repair, advertising displays, billboards, and other signs.

Class II lighting means lighting used outdoors where color rendition is not important, including, but not limited to, illumination for walkways, roadways, equipment yards, parking areas, and outdoor security.

Cutoff fixture means a fixture that provides a shielding of the light emitted.

Diffusing luminaire means a luminaire that scatters light substantially in all directions as contrasted with a directional luminaire which confines its light principally in an angle of less than one hundred eighty (180) degrees.

Floodlight means a luminaire designed to project its light in a well-defined area and is directional in character.

Floodlight beam means the angular spread of light between two (2) orthogonal planes each of which equal ten (10) percent of the maximum candelas within the beam.

Footcandle means the amount of illumination provided by one (1) lumen uniformly distributed on one (1) square foot of surface.

Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or defractor (lens), the ballast, housing and the attachment parts.

Fluorescent lamp means a usually tubular electric lamp having a coating of fluorescent material on its inner surface and containing mercury vapor whose bombardment by electrons from the cathode provides ultraviolet light which causes the material to emit visible light.

Fully shielded means light fixtures that are constructed so all light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted, nearly one-hundred (100) percent cut-off type, as evidenced by the manufacturers photometric data.

Glare means direct lighting emitted from a luminary that causes reduced vision or temporary blindness.

[1]Editor's note(s)—Ord. No. 2021-11-6, § I, adopted November 22, 2021, repealed the former article XI, §§ 6-466—6-473 and enacted a new article XI as set out herein. The former article XI pertained to similar subject matter and derived from Ord. No. 85-5-27, adopted May 13, 1985; Ord. No. 2000-4-16, adopted April 24, 2000; Ord. No. 2001-6-7, adopted June 11, 2001; and Ord. No. 2008-4-10, adopted April 14, 2008.

High pressure sodium (HPS) means a high intensity discharge lamp where radiation is produced from sodium vapor at relatively high partial pressures (one hundred (100) tore). HPS is essentially point source light.

Horizontal plane means a line horizontal to the lowest point on the fixture from which light is emitted.

Illumination means the density of the luminous flux (lumens) incident on a surface. It is the quotient of the luminous flux divided by the area of the surface, expressed in footcandles.

Incandescent lamp means any lamp that produces light by heating a filament through use of an electric current.

Installed means attached or fixed in place, whether or not connected to a power source or any outdoor light fixture.

Lamp means the source of electric light. To be distinguished from the whole assembly, lamp is used to denote the bulb and its housing.

Light emitting diode (LED) means a semiconductor diode that emits light when a voltage is applied to it and that is used especially in electronic devices (as for an indicator light).

Light nuisance means light that is likely to cause unreasonable discomfort or distress to a reasonable person or to unreasonably interfere with the use or enjoyment of property.

Light source means a device (such as a lamp) which produces visible energy as distinguished from devices or bodies which reflect or transmit light such as a luminaire.

Light trespass means light falling outside the boundary of property for which it was originally intended or needed. Also referred to as spillover light or obtrusive light.

Low pressure sodium (LPS) means a discharge lamp where the light is produced by radiation from sodium vapor at a relatively low partial pressure (about 0.001 tore). LPS is a "tube source" monochromatic light.

Lumen means the quantity of luminous flux intercepted by a surface of one (1) square foot, all points of which are one (1) foot from a uniform source of one (1) candela. A one-candela source provides 12.57 lumens.

Luminaire means a device or fixture containing a light source and means for directing and controlling the distribution of light from the source.

Luminance means the luminous intensity per unit projected area of a given surface viewed from a given direction for purposes of this article expressed in candelas divided by distance squared.

Mercury lamp means a high intensity discharge lamp where light is produced by radiation from mercury vapor.

Metal halide lamp means a high intensity discharge lamp where light is produced by radiation from metal halide vapor.

Neon, krypton or argon discharge tubes means family of artificial light sources that generate light by sending an electric discharge through an ionized gas, a plasma.

Outdoor lighting fixture means an outdoor artificial illumination device, whether permanent or portable, used for illumination outdoors, including, but not limited to, devices used for search, spot, or flood lighting and area lighting for buildings, structures, recreational facilities, parking, landscape, advertising displays, billboards, signs, public and private streets, and walkways.

Partially shielded means shielding so that the lower edge of the shield is at or below the centerline of the light source or lamp so as to minimize light transmission above the horizontal plane, or at least ninety (90) percent of the emitted light projects below the horizontal plane as evidenced by the manufacturer's photometric data.

Person shall mean any individual, corporation, association, firm, partnership or other entity with ownership, care, custody, or control over property.

Photometric means quantitative measurements of light levels and distribution.

Shielding means a physical structure intended to restrict emitted light.

Watt means the standard unit of power in the International System of Units (SI), equivalent to one (1) joule per second and equal to the power in a circuit in which a current of one (1) ampere flows across a potential difference of one (1) volt; 1000 watts is equal to one (1) kilowatt.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-467. Applicability.

This article applies to:

(1) Existing and new light installations.

(2) Commercial, industrial, and residential lighting.

(3) Light emanating from public or private properties.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-468. Offenses.

(a) It shall be an offense for any person to intentionally, knowingly, or recklessly emit or cause to be emitted a light nuisance:

(1) In a public place; or

(2) On private property that the person has no right to occupy.

(b) It shall be an offense for a person to intentionally, knowingly, or recklessly make, cause to be made, or allow a light nuisance on property owned by them or subject to their care, custody or control.

(c) The issuance of a certificate of occupancy, land occupancy permit, or other permit issued by City of Plano shall not be a defense to prosecution under this article unless otherwise expressly provided in this article.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-469. Presumptions.

(a) Light is presumed to be unreasonable and declared a light nuisance if:

(1) The illumination or luminance is in excess of the limitations, or if the luminaire is improperly shielded, as provided in the tables below:

Table 1: Illumination Limits

Zoning Category	Footcandles	
	Horizontal	Vertical
Single-family and two-family residential districts	0.25	0.25
Multiple-family residential districts	0.5	0.5

Nonresidential districts, streets	3.0	3.0
Light industrial districts	5.0	5.0
(A) The limit of illumination on neighboring property from one (1) establishment shall be based on the zoning category of the neighboring property. (B) Maximum computed or measured footcandles at the neighboring property line shall not exceed the limits found in this table.		

Table 2: Luminance Limits

Zoning Category	Limit
Single-family and two-family residential districts	0.02
Multiple-family residential districts	0.05
Nonresidential districts, streets	0.30
Light industrial districts	0.50
(A) The permitted luminance on neighboring property from one (1) establishment shall be calculated based on the zoning of the neighboring property. (B) The luminance as calculated in Section 6-473(b) shall not exceed the value based on zoning category.	

Table 3: Shielding Requirements

Lamp Type	Class I Lighting-Color Rendition Important	Class II Lighting-Color Rendition Not Important
Low pressure sodium (LPS)	Fully shielded	Fully shielded
High pressure sodium (HPS)	Fully shielded	Fully shielded
Metal halide	Fully shielded	Fully shielded
Mercury vapor	Prohibited	Prohibited
Fluorescent	Partially or fully shielded	Fully shielded
Incandescent (over 150 watts/fixture)	Partially or fully shielded	Prohibited
Incandescent (under 150 watts/fixture)	Partially or fully shielded	Partially or fully shielded
Any light source 50 watts and under	Unshielded permitted	Unshielded permitted
Low intensity Neon, Krypton or Argon discharge tubes	Unshielded permitted	Unshielded permitted
Light emitting diode (LED)	Fully shielded	Fully shielded
(A) Shielding requirements apply to all outdoor lighting installations as specified in this table.		

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-470. Affirmative defenses.

(a) It shall be an affirmative defense to prosecution under this article that:

(1) The lighting is installed by a governmental agency for public benefit on public rights-of-way, parks, and public recreation areas;

(2) The lighting is emergency lighting by police, fire, and/or municipal, state, or federal government authorities;

(3) The lighting is temporary holiday lighting on private property;

(4) The lighting is for public or private school outdoor recreational uses, including, but not limited to ball diamonds, playing fields, and tennis courts, if shielded to minimize light and glare from spilling over onto a residential zoned property. To constitute an affirmative defense, the maximum permitted illumination at the residential property line may not exceed two (2) foot-candles;

(5) Illumination at interior property lines on contiguous lots in a multi-tenant, non-residential development exceeds the limitations in subsection 6-469(a)(1) when the approving authority determines it necessary to provide adequate and constant lighting levels of adjoining parking areas, fire lanes and interior access roadways.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-471. Exemptions.

(a) *Permanent exemptions.*

(1) Navigation and airport lighting required by the FAA for operation of airplanes are exempt from this article.

(2) Emergency lighting by police, fire and/or other municipal, state or federal government authorities are exempt from this article.

(3) Seasonal decorative street lighting is exempt from this article.

(b) *Temporary exemptions.*

(1) The approving authority may approve temporary exemptions from the requirements of this article provided the duration of the approval is not more than fourteen (14) days from the date of approval. Temporary exemptions may be granted for two (2), two-week periods each calendar year per legal business. A two-week period will commence on the day the exemption is approved. The two (2), two-week periods shall not occur in the same or consecutive months. A legal business shall include any commercial, industrial, or institutional use for which a certificate of occupancy is issued.

(2) Any person may submit a written request, on a form prepared by the city, to the approving authority for a temporary exemption request. The request shall contain the following information:

a. Specific exemption(s) requested.

b. Type/use of outdoor lighting fixture involved.

c. Duration of time requested.

d. Type of lamp and calculated footcandles.

e. Total wattage of lamp(s).

f. Proposed location of fixtures.

g. Previous temporary exemption requests.

h. Physical side of fixtures and type of shielding to be provided.

i. Such other data or information as may be required by the approving authority.

j. The approving authority shall have five (5) working days from the date of the submission request to act, in writing, on the request.

(3) Requests for renewal of exemptions shall be processed in the same way as the original request. Each renewal shall be valid for not more than fourteen (14) days.

(4) Approval of temporary exemptions will be based on the effect of location and use of outdoor lighting fixtures.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-472. Illumination computation.

Illumination at a point may be computed in lieu of measurement. Computation methods shall consist of a generally accepted Illuminating Engineering Society method, using certified photometric data furnished by the fixture manufacturer, lamp manufacturer, photometric laboratory, or other reliable authority satisfactory to the city. Computations shall be based on new, properly seasoned lamps, new and clean fixtures, and at rated voltage and wattage, with ballasts, lenses, shields, diffusers, and other appurtenances in place, and with proper regard taken for mounting height, relative elevation, natural and manmade objects.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-473. Luminance calculation.

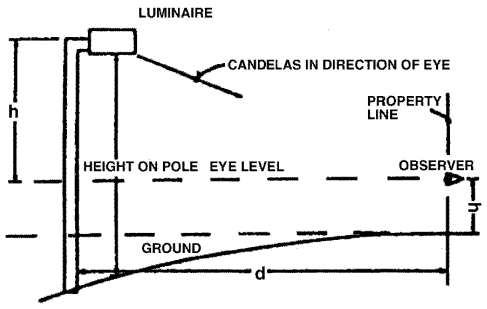
(a) *Calculations generally.* If illumination measurements are not practical and no other means of measuring fixture luminance is immediately available, a computational method as defined in subsection 6-473 (b) for measuring luminance may be used to determine compliance with this article.

(b) *Luminance calculations using luminaire photometric data.* For the purpose of this article, the luminance shall be computed by the formula:

$$L = \frac{I}{(d^2 + h^2)}$$

Where I is the fixture candelas in the direction of the point from which the calculations are to be made, d is the shortest distance in feet measured horizontally from the property line to a point directly under the luminaire, and h is the height of the luminaire above the eye level as explained in figure A below.

Figure A: Factors for Luminance Determination



(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-474. General requirements.

(a) Hours of operation shall be complied with in all installations, except as specified in subsection (h).

(b) Outdoor advertising, displays, and signs not exclusively illuminated internally, may only utilize illuminating devices mounted on the top and pointing downward on the advertising display structure. All such installations shall comply with all other provisions of this article.

(c) Exterior outdoor lights shall be constructed and installed in a manner consistent with this article and shall be located so as not to produce direct illumination across the building property line.

(d) Sky glow external outdoor lights shall be constructed and installed in a manner so as to conform with the requirements in subsection 6-469 (a)(1).

(e) Light trespass from external outdoor lights shall be constructed and installed in a manner so as to conform with requirements of this article.

(f) Luminaires which are directed toward a viewer shall be aimed in such a manner that the viewer's eye, at least five (5) feet above grade at or beyond the property line, shall not be exposed to fixture luminance within the floodlight beam of the luminaire.

(g) Outdoor advertising signs constructed of translucent materials and wholly illuminated from within do not require shielding.

(h) Class I lighting used for illumination of:

(1) Outdoor sales and eating areas, on-site advertising, assembly areas, repair areas and businesses may be operated during the hours that the facility is open to the public.

(2) Off-site advertising displays and billboards or signs may be operated from dusk to 11:00 p.m. only, unless fully shielded and pointing downwards from the horizontal plane.

(3) Recreational and sporting areas may operate from dusk to 11:00 p.m. except to conclude a specific recreational or sporting event, tournament or similar activity which was in progress prior to 11:00 p.m. For facilities owned, leased or otherwise controlled by the city, light usage may be extended to allow activities to begin after 11:00 p.m. with approval of the parks and recreation department. For approval, the activity must be part of a league, season or tournament which has an immediate completion deadline.

(i) Permitted class II lighting may be operated anytime (walkways, roadways, equipment yards, parking areas and outdoor security).

(j) The maximum outdoor initial computed or measured illuminance level on an establishment property shall not exceed twenty-five (25) footcandles at any point, except that lighting under canopies (such as service stations) shall not exceed forty (40) footcandles.

(k) Laser source and strobe lights, in addition to other high intensity light sources for advertising or entertainment, shall not be projected above the horizontal plane, unless a permit is obtained for specific events and timeframes.

(l) Searchlights are prohibited unless required in an emergency as declared by the city.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-475. Plan submittal and appeal.

(a) The applicant for any permit required by any provision of the laws of this city in connection with the proposed work involving outdoor lighting fixtures shall submit (as part of the application for a building permit) evidence that the proposed work will comply with this article. In order to determine compliance, the submission shall, at a minimum, contain the following information:

(1) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices;

(2) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices may include, but is not limited to, catalog cuts by manufacturers and drawings (including sections where required); and

(3) Photometric data, such as that furnished by manufacturers, or similar data showing the angle of cutoff fixtures or light emissions.

(b) The above required plans, description and data shall be sufficiently complete to enable the plans examiner to readily determine whether the proposed lighting complies with the requirements of this article. If such plans, descriptions and data cannot enable this ready determination, by reason of the nature of configuration of the devices, fixtures or lamps proposed, the applicant shall additionally provide reports of tests submitted a plan review and verified by an engineer in the field.

(c) If any subdivision proposes to have installed street or other common public area outdoor lighting, the site plan shall contain a statement certifying that the applicable provisions of this article, the City of Plano Outdoor Lighting Code, will be adhered to.

(d) Should an applicant wish to change any outdoor light fixture or the type of light after the permit has been issued, the applicant shall submit a change request, together with adequate information to assure compliance this with article, to the approving authority for approval. No substitution is permitted until the change request is granted by the approving authority.

(e) Appeal of any decision made by the approving authority under this article will be heard by the building standards commission. Commission decisions are final.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-476. Enforcement.

The city manager or the manager's designee shall have authority to enforce this article.

(Ord. No. 2021-11-6, § I, 11-22-21)

Sec. 6-477. Penalty.

(a) It shall be an offense to intentionally or knowingly fail to comply with any provision of this article. Any person intentionally or knowingly violating a provision of this article shall be punished by a fine not to exceed two thousand dollars ($2,000.00). Each day a violation occurs shall constitute a separate offense.

(b) *Repeat and habitual offenders.*

(1) If it is shown on the trial of an offense under this article that the defendant has previously been finally convicted of an offense under this article, on conviction the person shall be punished by a fine of not less than five hundred dollars ($500.00).

(2) If it is shown on the trial of an offense under this article that the defendant has previously been finally convicted of two (2) or more offenses under this article, on conviction the person shall be punished by a fine of not less than one thousand dollars ($1,000.00).

(3) This subsection for repeat and habitual offenders applies only to a person finally convicted of a second or subsequent offense within three (3) years of the date on which the most recent preceding offense was committed.

(Ord. No. 2021-11-6, § I, 11-22-21)

Secs. 6-478—6-485. Reserved.

Sec. 77-510. Exterior lighting.

A. *Purpose.* The general purpose of this section is to require outdoor lighting that is adequate for safety and convenience; in scale with the activity to be illuminated and its surroundings; directed to the surface or activity to be illuminated; and designed to clearly render people and objects and contribute to a pleasant nighttime environment. Additional specific purposes are to:

1. Provide safety and personal security as well as convenience and utility in areas of public use or traverse, for uses where there is outdoor public activity during hours of darkness;
2. Control glare and excessive brightness to improve visual performance, allow better visibility with relatively less light, and protect residents from nuisance and discomfort;
3. Control trespass light onto neighboring properties to protect inhabitants from the consequences of stray light shining in inhabitants' eyes or onto neighboring properties;
4. Result in cost and energy savings to establishments by carefully directing light at the surface area or activity to be illuminated, using only the amount of light necessary; and
5. Control light pollution to minimize the negative effects of misdirected light and recapture views to the night sky.

B. *Applicability.*

1. *General.* All exterior lighting for any type of residential or nonresidential development shall comply with the standards of this section, unless exempted in below.
   (a) *Lighting plan requirement.* All nonresidential developments shall submit a proposed exterior lighting plan. The plan must be submitted concurrently with the site plan or subdivision application. The exterior lighting plan shall include plans and specifications for streetlights, parking lot lights, and exterior building lights. The specifications shall include details of the pole, fixture height and design, lamp type, wattage, and spacing of lights.
   (b) *Exempt lighting.* The following types of lighting are exempt from the requirements of this section.
      (1) Soffit or wall-mounted luminaries that are permanently attached to single-family residential dwellings, not to exceed the height of the eave, and that do not produce glare onto adjacent properties or public streets.
      (2) Public street and right-of-way lighting.
      (3) Temporary decorative seasonal lighting provided that individual lamps have a light output of 200 lumens or less.
      (4) Temporary lighting for emergency or nighttime work and construction.
      (5) Temporary lighting for theatrical, television, and performance areas, or for authorized special events.
      (6) Lighting for a special district, street, or building that, according to an adopted municipal plan or ordinance, is determined to require special lighting aesthetics as part of its physical character.
      (7) Lighting required and regulated by the Federal Aviation Administration.
      (8) Internally illuminated signs.
      (9) Lighting for outdoor recreational uses such as ball diamonds, playing fields, tennis courts, and similar uses, provided that such uses comply with the following standards:

i. Maximum permitted light post height: 80 feet.

ii. Maximum permitted illumination at the property line: two footcandles.

iii. Limits on hours of illumination: Exterior lighting shall be extinguished no later than 11:00 p.m. A waiver or deviation from this requirement may be granted by the city council.

(c) *General review standard.* If installed, all exterior lighting shall meet the functional security needs of the proposed land use without adversely affecting adjacent properties or the community. For purposes of this section, properties that comply with the design and height standards set forth in (d) and (e) below shall be deemed to not adversely affect adjacent properties or the community.

(d) *Design standards.* Exterior lighting is not required except for purposes of public safety. However, if installed, all exterior lighting shall meet the following design standards:

(1) Light sources shall be concealed or shielded with luminaries with shielding, skirts, or cut-offs with an angle not exceeding 90 degrees to minimize the potential for glare and unnecessary diffusion on adjacent property. For purposes of this provision, "cutoff angle" is defined as the angle formed by a line drawn from the direction of light rays at the light source or reflector, and a line perpendicular to the ground from the light source above from which no light is emitted. [Illustration needed.]

(2) Parking lots and other background spaces shall be illuminated as unobtrusively as possible while meeting the functional needs of safe circulation and protection of people and property. Foreground spaces, such as building entrances and outside seating areas, shall utilize local lighting that defines the space without glare. Floodlights shall not be utilized to light all or any portion of a building facade after normal business hours, except that if the seating area of a restaurant is closed and a drive-through remains open, the business shall be determined as open.

(3) The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site.

(4) In no case shall exterior lighting add more than one footcandle to illumination levels at any point off-site. [Illustration needed.]

(5) All outdoor light not necessary for security purposes shall be reduced, activated by motion sensor detectors, or turned off during non-operating hours.

(6) Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.

(7) For upward-directed architectural, landscape, and decorative lighting, direct light emissions shall not be visible above the building roof line.

(8) No flickering or flashing lights shall be permitted, except for temporary decorative seasonal lighting.

(e) *Height standards for lighting.*

(1) *In MU-DT, MU-TR, and MU-TS Districts—Downtown.* All exterior lighting luminaries shall be mounted no higher than 15 feet.

(2) *In C-2 District—Lakeview Parkway Corridor.* All exterior lighting luminaries shall be mounted no higher than 15 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 25 feet.

(3) *In C-3 District—President George Bush Turnpike Corridor south.* All exterior lighting luminaries shall be mounted no higher than 25 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 35 feet, and exterior lighting luminaries within residential developments shall be mounted no higher than 15 feet.

(4) *In MU-WF District—Waterfront Area.* All exterior lighting luminaries shall be mounted no higher than 15 feet.

(5) *In other zone districts.* All exterior lighting luminaries shall be mounted no higher than 15 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 25 feet.

(Ord. No. 025-06, § 1(Exh. A), 6-6-2006; Ord. No. 016-09, § 21, 6-2-2009; Ord. No. 022-14, § 7, 6-3-2014)

Sec. 77-510. Exterior lighting.

A. *Purpose.* The general purpose of this section is to require outdoor lighting that is adequate for safety and convenience; in scale with the activity to be illuminated and its surroundings; directed to the surface or activity to be illuminated; and designed to clearly render people and objects and contribute to a pleasant nighttime environment. Additional specific purposes are to:

1. Provide safety and personal security as well as convenience and utility in areas of public use or traverse, for uses where there is outdoor public activity during hours of darkness;
2. Control glare and excessive brightness to improve visual performance, allow better visibility with relatively less light, and protect residents from nuisance and discomfort;
3. Control trespass light onto neighboring properties to protect inhabitants from the consequences of stray light shining in inhabitants' eyes or onto neighboring properties;
4. Result in cost and energy savings to establishments by carefully directing light at the surface area or activity to be illuminated, using only the amount of light necessary; and
5. Control light pollution to minimize the negative effects of misdirected light and recapture views to the night sky.

B. *Applicability.*

1. *General.* This article applies to:~~All exterior lighting for any type of residential or nonresidential development shall comply with the standards of this section, unless exempted in below.~~

   (a) New construction in commercial, industrial, and residential areas beginning on the date of the adoption by the City Council of the City Of Rowlett.

   (b) Existing Light fixtures that exceed the limitations in section D.

C. *Definitions.*

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approving authority means City of Rowlett or its duly authorized deputy, agent or representative.

Candela means the unit of luminous intensity in a given direction.

Class I lighting means lighting used outdoors where color rendition is important, including, but not limited to, in areas for sales, recreation, assembly, eating, repair, advertising displays, billboards, and other signs.

Class II lighting means lighting used outdoors where color rendition is not important, including, but not limited to, illumination for walkways, roadways, equipment yards, parking areas, and outdoor security.

Cutoff fixture means a fixture that provides a shielding of the light emitted.

Diffusing luminaire means a luminaire that scatters light substantially in all directions as contrasted with a directional luminaire which confines its light principally in an angle of less than one hundred eighty (180) degrees.

Floodlight means a luminaire designed to project its light in a well-defined area and is directional in character.

Floodlight beam means the angular spread of light between two (2) rectangular planes each of which equal ten (10) percent of the maximum candelas within the beam.

Footcandle means the amount of illumination provided by one (1) lumen uniformly distributed on one (1) square foot of surface.

Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or defractor (lens), the ballast, housing and the attachment parts.

Fluorescent lamp means a usually tubular electric lamp having a coating of fluorescent material on its inner surface and containing mercury vapor whose bombardment by electrons from the cathode provides ultraviolet light which causes the material to emit visible light.

Fully shielded means light fixtures that are constructed so all light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted, nearly one-hundred (100) percent cut-off type, as evidenced by the manufacturers photometric data.

Glare means direct lighting emitted from a luminary that causes reduced vision or temporary blindness.

High pressure sodium (HPS) means a high intensity discharge lamp where radiation is produced from sodium vapor at relatively high partial pressures (above one (1) atm).

Horizontal plane means a line horizontal to the lowest point on the fixture from which light is emitted.

Illumination means the density of the luminous flux (lumens) incident on a surface. It is the quotient of the luminous flux divided by the area of the surface, expressed in footcandles and often referred to as 'brightness'.

Incandescent lamp means any lamp that produces light by heating a filament through use of an electric current.

Installed means attached or fixed in place, whether or not connected to a power source or any outdoor light fixture.

Lamp means the source of electric light. To be distinguished from the whole assembly, lamp is used to denote the bulb and its housing.

Light emitting diode (LED) means a semiconductor diode that emits light when a voltage is applied to it and that is used especially in electronic devices (as for an indicator light).

Light nuisance means light that is likely to cause unreasonable discomfort or distress to a reasonable person or to unreasonably interfere with the use or enjoyment of property.

Light source means a device (such as a lamp) which produces visible energy as distinguished from devices or bodies which reflect or transmit light such as a luminaire.

Light trespass means light falling outside the boundary of property for which it was originally intended or needed. Also referred to as spillover light or obtrusive light.

Low pressure sodium (LPS) means a discharge lamp where the light is produced by radiation from sodium vapor at a relatively low partial pressure (below 1 atm). LPS is a "tube source" monochromatic light.

Lumen means the quantity of luminous flux intercepted by a surface of one (1) square foot, all points of which are one (1) foot from a uniform source of one (1) candela. A one-candela source provides 12.57 lumens.

Luminaire means a device or fixture containing a light source and means for directing and controlling the distribution of light from the source.

Luminance means the luminous intensity per unit projected area of a given surface viewed from a given direction for purposes of this article expressed in candelas divided by distance squared.

Mercury lamp means a high intensity discharge lamp where light is produced by radiation from mercury vapor.

Metal halide lamp means a high intensity discharge lamp where light is produced by radiation from metal halide vapor.

Neon, krypton or argon discharge tubes means family of artificial light sources that generate light by sending an electric discharge through an ionized gas, a plasma.

Outdoor lighting fixture means an outdoor artificial illumination device, whether permanent or portable, used for illumination outdoors, including, but not limited to, devices used for search, spot, or flood lighting and area lighting for buildings, structures, recreational facilities, parking, landscape, advertising displays, billboards, signs, public and private streets, and walkways.

Partially shielded means shielding so that the lower edge of the shield is at or below the centerline of the light source or lamp so as to minimize light transmission above the horizontal plane, or at least ninety (90) percent of the emitted light projects below the horizontal plane as evidenced by the manufacturer's photometric data.

Photometric means quantitative measurements of light levels and distribution.

Shielding means a physical structure intended to restrict emitted light.

Watt means the standard unit of power in the International System of Units (SI), equivalent to one (1) joule per second and equal to the power in a circuit in which a current of one (1) ampere flows across a potential difference of one (1) volt; 1000 watts is equal to one (1) kilowatt.

D. *Presumptions.*

(a) Light is presumed to be unreasonable and declared a light nuisance if the illumination or luminance is in excess of the limitations, or if the luminaire is improperly shielded, as provided in the tables below:

Table 1: Illumination Limits

Zoning Category	Footcandles	
	Horizontal	Vertical
Single-family and two-family residential districts	0.25	0.25
Multiple-family residential districts	0.5	0.5
Nonresidential districts	3.0	3.0
Light industrial districts	5.0	5.0
(A) The limit of illumination on neighboring property from one (1) establishment shall be based on the zoning category of the neighboring property. (B) Maximum computed or measured footcandles at the neighboring property line shall not exceed the limits found in this table.		

Table 2: Calculated Luminance Limits

Zoning Category	Limit
Single-family and two-family residential districts	0.02 footcandles
Multiple-family residential districts	0.05 footcandles
Nonresidential districts	0.30 footcandles
Light industrial districts	0.50 footcandles
(A) The permitted luminance on neighboring property from one (1) establishment shall be calculated based on the zoning of the neighboring property. (B) The luminance as calculated in Section 77-510 H. (b) shall not exceed the value based on zoning category.	

Table 3: Shielding Requirements

Lamp Type	Class I Lighting-Color Rendition Important	Class II Lighting-Color Rendition Not Important
Low pressure sodium (LPS)	Fully shielded	Fully shielded
High pressure sodium (HPS)	Fully shielded	Fully shielded
Metal halide	Fully shielded	Fully shielded
Mercury vapor	Prohibited	Prohibited
Fluorescent	Partially or fully shielded	Fully shielded
Incandescent (over 150 watts/fixture)	Partially or fully shielded	Prohibited
Incandescent (under 150 watts/fixture)	Partially or fully shielded	Partially or fully shielded
Any light source 50 watts and under	Unshielded permitted	Unshielded permitted
Low intensity Neon, Krypton or Argon discharge tubes	Unshielded permitted	Unshielded permitted
Light emitting diode (LED)	Fully shielded	Fully shielded
(A) Shielding requirements apply to all outdoor lighting installations as specified in this table.		

E. *Affirmative defenses.*

(a) It shall be an affirmative defense to prosecution under this article that:

(1) The lighting is installed by a governmental agency for public benefit on public rights-of-way, parks, and public recreation areas;

(2) The lighting is emergency lighting by police, fire, and/or municipal, state, or federal government authorities;

(3) Temporary decorative seasonal lighting may be illuminated no more than 45 days before the holiday and shall not be illuminated 30 days after the holiday, provided holiday lights can be lit from 4pm to 11pm each day;

(4) The lighting is for public or private school outdoor recreational uses, including, but not limited to ball diamonds, playing fields, and tennis courts, if shielded to minimize light and glare from spilling over onto a residential zoned property. To constitute an affirmative defense, the maximum permitted illumination at the residential property line may not exceed two (2) foot-candles;

(5) Illumination at interior property lines on contiguous lots in a multi-tenant, non-residential development exceeds the limitations in subsection 77-510 D. when the approving authority determines it necessary to provide adequate and constant lighting levels of adjoining parking areas, fire lanes and interior access roadways.

F. *Exemptions.*

(a) Permanent exemptions.

(1) Navigation and airport lighting required by the FAA for operation of aircraft are exempt from this article.

(2) Emergency lighting by police, fire and/or other municipal, state or federal government authorities and hospitals are exempt from this article.

(3) Seasonal decorative street lighting is exempt from this article.

(4) Public street and right-of-way lighting.

(5) Temporary decorative seasonal lighting provided that individual lamps have a light output of 200 lumens or less.

(6) Temporary lighting for emergency or nighttime work and construction.

(7~~5~~) Temporary lighting for theatrical, television, and performance areas, or for authorized special events.

(8~~6~~) Lighting for a special district, street, or building that, according to an adopted municipal plan or ordinance, is determined to require special lighting aesthetics as part of its physical character.

(9) Lighting for outdoor recreational uses such as ball diamonds, playing fields, tennis courts, and similar uses, provided that such uses comply with the following standards:

i. Maximum permitted light post height: 80 feet.

ii. Maximum permitted illumination at the property line: two footcandles.

iii. Limits on hours of illumination: Exterior lighting shall be extinguished no later than 11:00 p.m. A waiver or deviation from this requirement may be granted by Special Use Permit~~the city council~~. A temporary waiver or deviation may be granted by the City Manager or designee for up to three (3) days.

(b) Temporary exemptions.

(1) The approving authority may approve temporary exemptions from the requirements of this article provided the duration of the approval is not more than fourteen (14) days from the date of approval. Temporary exemptions may be granted for two (2), two-week periods each calendar year per legal business having a valid certificate of occupancy. A two-week period will commence on the day the exemption is approved. The two (2), two-week periods shall not occur in the same or consecutive months. A legal business shall include any commercial, industrial, or institutional use for which a certificate of occupancy is issued.

(2) Any person may submit a written request, on a form prepared by the city, to the approving authority for a temporary exemption request. The request shall contain the following information:

a. Specific exemption(s) requested.

b. Type/use of outdoor lighting fixture involved.

c. Duration of time requested.

d. Type of lamp and calculated footcandles.

e. Total wattage of lamp(s).

f. Proposed location of fixtures.

g. Previous temporary exemption requests.

h. Physical side of fixtures and type of shielding to be provided.

i. Such other data or information as may be required by the approving authority.

j. The approving authority shall have five (5) working days from the date of the submission request to act, in writing, on the request.

(3) Requests for renewal of exemptions shall be processed in the same way as the original request. Each renewal shall be valid for not more than fourteen (14) days.

(4) Approval of temporary exemptions will be based on the effect of location and use of outdoor lighting fixtures.

G. *Illumination computation.*

Illumination at a point may be computed in lieu of measurement. Computation methods shall consist of a generally accepted Illuminating Engineering Society method, using certified photometric data furnished by the fixture manufacturer, lamp manufacturer, photometric laboratory, or other reliable authority satisfactory to the city. Computations shall be based on new, properly seasoned lamps, new and clean fixtures, and at rated voltage and wattage, with ballasts, lenses, shields, diffusers, and other appurtenances in place, and with proper regard taken for mounting height, relative elevation, natural and manmade objects.

H. *Luminance calculation.*

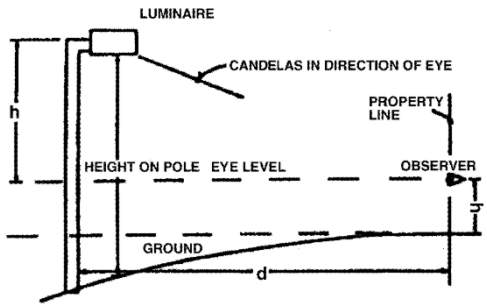
(a) Calculations generally. If illumination measurements are not practical and no other means of measuring fixture luminance is immediately available, a computational method as defined in section 77-510 H. (b) for measuring luminance may be used to determine compliance with this article.

(b) Luminance calculations using luminaire photometric data. For the purpose of this article, the luminance shall be computed by the formula:

$$L = \frac{;hg; \quad I}{(d^2 + h^2)}$$

Where l is the fixture candelas in the direction of the point from which the calculations are to be made, d is the shortest distance in feet measured horizontally from the property line to a point directly under the luminaire, and h is the height of the luminaire above the eye level as explained in figure A below.

Figure A: Factors for Luminance Determination



I. *General requirements.*

(a) Hours of operation shall be complied with in all installations, except as specified in subsection (h).

(b) Outdoor advertising, displays, and signs not exclusively illuminated internally, may only utilize illuminating devices mounted on the top and pointing downward on the advertising display structure. All such installations shall comply with all other provisions of this article.

(c) Exterior outdoor lights shall be constructed and installed in a manner consistent with this article and shall be located so as not to produce direct illumination across the building property line.

(d) Sky glow external outdoor lights shall be constructed and installed in a manner so as to conform with the requirements in subsection 77-510 D.(a)(1).

(e) Light trespass from external outdoor lights shall be constructed and installed in a manner so as to conform with requirements of this article.

(f) Luminaires which are directed toward a viewer shall be aimed in such a manner that the viewer's eye, at least five (5) feet above grade at or beyond the property line, shall not be exposed to fixture luminance within the floodlight beam of the luminaire.

(g) Outdoor advertising signs constructed of translucent materials and wholly illuminated from within do not require shielding.

(h) Class I lighting used for illumination of:

(1) Outdoor sales and eating areas, on-site advertising, assembly areas, repair areas and businesses may be operated during the hours that the facility is open to the public.

(2) Off-site advertising displays and billboards or signs may be operated from dusk to 11:00 p.m. only, unless fully shielded and pointing downwards from the horizontal plane.

(3) (i) Recreational and sporting areas may operate from dusk to 10:00 p.m. except to conclude a specific recreational or sporting event, tournament or similar activity which was in progress prior to 10:00 p.m for no more than one (1) day in any seven (7) day period, lasting no later than 11:00 p.m.

(ii) For facilities owned, leased or otherwise controlled by the city, light usage may be extended to allow activities to conclude after 11:00 p.m. with approval of the parks and recreation department. For approval, the activity must be part of a league, season or tournament which has an immediate completion deadline.

(i) Permitted class II lighting may be operated anytime (walkways, roadways, equipment yards, parking areas and outdoor security).

(j) The maximum outdoor initial computed or measured illuminance level on an establishment property shall not exceed twenty-five (25) footcandles at any point, except that lighting under canopies (such as service stations) shall not exceed forty (40) footcandles.

(k) Laser source and strobe lights, in addition to other high intensity light sources for advertising or entertainment, shall not be projected above the horizontal plane, unless a permit is obtained for specific events and timeframes.

(l) Searchlights are prohibited unless required in an emergency as declared by the city, or permitted as a part of a permitted special event in which the operating hours are from dusk to 9 p.m.

~~*Lighting plan requirement.* All nonresidential developments shall submit a proposed exterior lighting plan. The plan must be submitted concurrently with the site plan or subdivision application. The exterior lighting plan shall include plans and specifications for streetlights, parking lot lights, and exterior building lights. The specifications shall include details of the pole, fixture height and design, lamp type, wattage, and spacing of lights.~~

~~(b) *Exempt lighting.* The following types of lighting are exempt from the requirements of this section.~~

~~(1) Soffit or wall-mounted luminaries that are permanently attached to single-family residential dwellings, not to exceed the height of the eave, and that do not produce glare onto adjacent properties or public streets.~~

~~(2) Public street and right-of-way lighting.~~

~~(3) Temporary decorative seasonal lighting provided that individual lamps have a light output of 200 lumens or less.~~

~~(4) Temporary lighting for emergency or nighttime work and construction.~~

~~(5) Temporary lighting for theatrical, television, and performance areas, or for authorized special events.~~

~~(6) Lighting for a special district, street, or building that, according to an adopted municipal plan or ordinance, is determined to require special lighting aesthetics as part of its physical character.~~

~~(7) Lighting required and regulated by the Federal Aviation Administration.~~

~~(8) Internally illuminated signs.~~

~~(9) Lighting for outdoor recreational uses such as ball diamonds, playing fields, tennis courts, and similar uses, provided that such uses comply with the following standards:~~

~~i. Maximum permitted light post height: 80 feet.~~

~~ii. Maximum permitted illumination at the property line: two footcandles.~~

~~iii. Limits on hours of illumination: Exterior lighting shall be extinguished no later than 11:00 p.m. A waiver or deviation from this requirement may be granted by the city council~~.

(~~c~~m) *General review standard.* If installed, all exterior lighting shall meet the functional security needs of the proposed land use without adversely affecting adjacent properties or the community. For purposes of this section, properties that comply with the design and height standards set forth in (d) and (e) below shall be deemed to not adversely affect adjacent properties or the community.

(~~d~~n) *Design standards.* Exterior lighting is not required except for purposes of public safety. However, if installed, all exterior lighting shall meet the following design standards:

(1) Light sources shall be concealed or shielded with luminaries with shielding, skirts, or cut-offs with an angle not exceeding 90 degrees to minimize the potential for glare and unnecessary diffusion on adjacent property. For purposes of this provision, "cutoff angle" is defined as the angle formed by a line drawn from the direction of light rays at the light source or reflector, and a line perpendicular to the ground from the light source above from which no light is emitted. ~~[Illustration needed.]~~

(2) Parking lots and other background spaces shall be illuminated as unobtrusively as possible while meeting the functional needs of safe circulation and protection of people and property. Foreground spaces, such as building entrances and outside seating areas, shall utilize local lighting that defines the space without glare. Floodlights shall not be utilized to light all or any portion of a building facade after normal business hours, except that if the seating area of a restaurant is closed and a drive-through remains open, the business shall be determined as open.

(3) The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site.

~~(4) In no case shall exterior lighting add more than one footcandle to illumination levels at any point off-site. [Illustration needed.]~~

(4)~~(5)~~ All outdoor ~~light~~lights that are not necessary for security purposes shall be reduced, activated by motion sensor detectors, or turned off during non-operating hours.

(5)~~(6)~~ Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.

(6)~~(7)~~ For upward-directed architectural, landscape, and decorative lighting, direct light emissions shall not be visible above the building roof line.

(7)~~(8)~~ No flickering or flashing lights shall be permitted, except for temporary decorative seasonal lighting.

(~~e~~o) *Height standards for lighting.*

(1) *In MU-DT, MU-TR, and MU-TS Districts—Downtown.* All exterior lighting luminaries shall be mounted no higher than 15 feet.

~~(2) *In C-2 District—Lakeview Parkway Corridor.* All exterior lighting luminaries shall be mounted no higher than 15 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 25 feet.~~

(2)~~(3)~~ *In C-3 District—President George Bush Turnpike Corridor south.* All exterior lighting luminaries shall be mounted no higher than 25 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 35 feet, and exterior lighting luminaries within residential developments shall be mounted no higher than 15 feet.

(3)~~(4)~~ *In MU-WF District—Waterfront Area.* All exterior lighting luminaries shall be mounted no higher than 15 feet.

(4)~~(5)~~ *In other zone districts.* All exterior lighting luminaries shall be mounted no higher than 15 feet, except that lighting in parking lots containing more than 100 spaces shall have a maximum height of 25 feet.

J. *Plan submittal and appeal.*

(a) The applicant for any permit required by any provision of the laws of this city in connection with the proposed work involving outdoor lighting fixtures shall submit (as part of the application for a building permit) evidence that the proposed work will comply with this article. In order to determine compliance, the submission shall, at a minimum, contain the following information:

(1) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices;

(2) Description of the illuminating devices, fixtures, lamps, supports, reflectors, automatic controls and other devices may include, but is not limited to, catalog cuts by manufacturers and drawings (including sections where required); and

(3) Photometric data, such as that furnished by manufacturers, or similar data showing the angle of cutoff fixtures or light emissions.

(b) *Lighting plan requirement for new developments.* All new developments shall submit a proposed exterior lighting plan. The plan must be submitted concurrently with the site plan or subdivision

application. The exterior lighting plan shall include plans and specifications for streetlights, parking lot lights, and exterior building lights. The specifications shall include details of the pole, fixture height and design, lamp type, wattage, and spacing of lights.

(c) The above required plans, description and data shall be sufficiently complete to enable the plans examiner to readily determine whether the proposed lighting complies with the requirements of this article. If such plans, descriptions and data cannot enable this ready determination, by reason of the nature of configuration of the devices, fixtures or lamps proposed, the applicant shall additionally provide reports of tests submitted a plan review and verified by an engineer in the field.

(d) If any subdivision proposes to have installed street or other common public area outdoor lighting, the site plan shall contain a statement certifying that the applicable provisions of this article, the City of Rowlett Outdoor Lighting Code, will be adhered to.

(e) Should an applicant wish to change any outdoor light fixture or the type of light after the permit has been issued, the applicant shall submit a change request, together with adequate information to assure compliance with this article, to the approving authority for approval. No substitution is permitted until the change request is granted by the approving authority.

(f) Appeal of any decision made by the approving authority under this article will be heard by the Planning & Zoning Commission.

K. *Offenses.*

(a) It shall be an offense for any person to intentionally, knowingly, or recklessly emit or cause to be emitted a light nuisance:

(1) In a public place; or

(2) On private property that the person has no right to occupy.

(b) It shall be an offense for a person to intentionally, knowingly, or recklessly make, cause to be made, or allow a light nuisance on property owned by them or subject to their care, custody or control.

(c) The issuance of a certificate of occupancy, land occupancy permit, or other permit issued by City of Rowlett shall not be a defense to prosecution under this article unless otherwise expressly provided in this article.

L. Administrative Guidance

The city is authorized to promulgate one or more interpretive documents to aid in the administration of, and compliance with, this Section. Such interpretive documents shall be educational only and shall not constitute regulations, amendments, or exceptions.

M. *Enforcement.*

The city manager or the manager's designee shall have authority to enforce this article.

N. *Penalty.*

(a) It shall be an offense to intentionally or knowingly fail to comply with any provision of this article. Any person intentionally or knowingly violating a provision of this article shall be punished by a

fine not to exceed two-thousand dollars ($2,000.00). Each day a violation occurs shall constitute a separate offense.

(b) Repeat and habitual offenders.

(1) If it is shown on the trial of an offense under this article that the defendant has previously been finally convicted of an offense under this article, on conviction the person shall be punished by a fine of not less than five hundred dollars ($500.00).

(2) If it is shown on the trial of an offense under this article that the defendant has previously been finally convicted of two (2) or more offenses under this article, on conviction the person shall be punished by a fine of not less than one thousand dollars ($1,000.00).

(3) This subsection for repeat and habitual offenders applies only to a person finally convicted of a second or subsequent offense within three (3) years of the date on which the most recent preceding offense was committed.

(Ord. No. 025-06, § 1(Exh. A), 6-6-2006; Ord. No. 016-09, § 21, 6-2-2009; Ord. No. 022-14, § 7, 6-3-2014; Ord. No. XXX-26, § X, XX-XX-2026)

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, January 5, 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. EXECUTIVE SESSION - None

3. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS – N/A

4. CITIZENS INPUT

No citizens spoke.

5. WORK SESSION

5A. Strategic Planning Consultant Candidate Firm Presentations (RFP 2025-166-B).

Kristoff Bauer, Deputy City Manager, presented this item. The City issued RFP 2025-166-B Strategic Planning Services to select and engage a consultant with proven expertise in working with local governments or municipal organizations. The purpose of this project is to develop a forward-looking, comprehensive strategic plan that will serve as a guiding document for the City's growth and evolution. Staff has requested that the three finalists provide the City Council with a presentation to assist with the selection of a firm for this engagement

Patrick Ibarra, with The Mejorando Group, gave a presentation. Mr. Ibarra reviewed a list of their clients in Texas. He also reviewed the Strategic Planning principles and phases. Mr. Ibarra stated they have been in business for 23 years, providing consulting, facilitation and training services to public sector organizations. Consultants have served as executives in local government management. Their extensive experience and in-depth expertise in designing and implementing Strategic Planning processes.

Mike Mowery, with Strategic Government Resources (SGR) gave a presentation. Mr. Mowery reviewed the cycle of strategic visioning. He reviewed the elements of strategic visioning and elements of strategic planning.

Woody Battle, with Baker Tilley gave a presentation. Mr. Battle introduced the Core Strategy team. They have 6,800+ clients in Texas, three offices in the state of Texas, with over 20+ years of experience serving area clients, and over 700+ professionals in Texas. He reviewed their approach to building the plan. Mr. Battle gave an updated schedule by month and phase of the plan. He also reviewed the various tools, implementation, monitoring and reporting.

Mr. Bauer handed a scoring sheet to City Council to rank each presentation/company. The results were The Mejorando Group and SGR tied for first and then Baker Tilley scored second. There was discussion regarding the two top selections. The Mejorando Group was selected. Mr. Bauer will notify all three participants of the results.

5B. Receive Short Term Rental Subcommittee Report and Recommendations.

Kristoff Bauer, Deputy City Manager, presented this item. Mr. Bauer reviewed the Subcommittee's recommendations. The City will grandfather current permitted short-term rentals (STR). No STRs within 1,000 feet measured from lot line to lot line. No more than 2 STR units per building in multifamily or condo development. Sapphire Bay is exempt. A front door plaque notice will be required. It shall have the local management contact, 24-hour contact information, and a link to City regulations, Section 10-473. Use as a Long-Term Rental (LTR) permitted after revocation of STR permit. Only allow one tenant per STR unit or property. Prohibit double bookings by enforcing section 10-465 of the Code of Ordinances. City is upgrading STR software with implementation schedule for May 2026. New application has an available LTR detection and management module. Staff will analyze cost recovery options through permit fees. The City will place requirement on property owner to ensure sex offender registration is complete regardless of rental duration. This would require revising local registry ordinance. This will apply to LTR. All suggestions are agreeable.

5C. Presentation on Residential Lighting Standards and a Comparative Analysis and Code Review.

Mark Taschek, Rowlett – Spoke about the proposed lighting standards compared to the City of Heath and Plano. He spoke about glare, light trespass, over lighting for the need, and illumination limits.

Derek Hull, Community Development Director, presented this item. The Rowlett Development Code (RDC), Section 77-510, provides general guidance for residential exterior lighting requirements. Community Development staff conducted a comparative analysis to ascertain the lighting standards of neighboring municipalities and will provide proposed text amendments to the Code. Mr. Hull defined the City's Residential Lighting Standards, categories of General Residential Lighting Standards, and Municipal Residential Lighting Standards. Residential Lighting Standards for Garland, Sachse, Richardson, Mesquite, and Plano were reviewed and compared to the City's lighting standards. Regarding Foot Candle Standards, the City has one of the more generous Foot Candle Standards for illumination onto adjacent properties, up to one Foot Candle for off-site lumination. With Limited Design Standards, Mesquite requires consistent style, color, and design; Designs Standards similar to Garland includes may assist in achieving desired lighting results. In cases of dispute relative to glare, a requirement of a photometric study similar to Plano may assist in determining levels of intensity onto adjacent properties. Compared to other municipalities, the RDC offers more guiding principles than specific standards for enforcement. Staff received feedback and will bring this back at a later date.

6. DISCUSS CONSENT AGENDA ITEMS FOR JANUARY 6, 2026, CITY COUNCIL MEETING.

No items were discussed.

7. ADJOURNMENT

Mayor Winget adjourned the meeting at 8:56 pm.

Jeff Winget, Mayor

Deborah Sorensen, City Secretary

Approved on: February 3, 2026

City of Rowlett
City Council Agenda Item

Meeting Date: 6/16/2026 **Agenda Item:** 5.F.

Title
Conduct a public hearing and consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance at Chapter 77 "Development Code," Chapter 77-500 "Development and Design Standards," by amending Section 77-504 "Landscaping and Screening" and further amending the Code of Ordinances at Chapter 98 "Vegetation" by repealing Article II "Trees;" Providing for a savings clause; providing for a penalty of fine not to exceed the sum of $2,000.00 fo reach offense; and providing an effective date.

Staff Representative
Allisen Ducay, Planning Manager

Executive Summary

The proposed text amendments to Section 77-504(H) of the Rowlett Development Code modify the review and approval process for tree removal permits involving the removal of more than three trees. Under the existing regulations, these requests require approval by the City Council following a recommendation from the Planning and Zoning Commission. The proposed amendments would establish the Planning and Zoning Commission as the final approval authority for qualifying tree removal permits while retaining City Council approval authority for requests to pay (or waive) a tree mitigation fee in lieu of planting replacement trees. In conjunction with these amendments, staff is proposing the repeal of Article II Section 98 (Vegetation) of the Code of Ordinances. The provisions contained within Section 98 regulate the same tree preservation requirements already addressed by Section 77-504(H) of the Rowlett Development Code.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
PROMOTE OPERATIONAL EXCELLENCE	7.4 Improve organizational capacity and effectiveness. 7.5 Maintain the integrity and continuity of the City’s network and applications systems. 7.6 Streamline internal business processes.

Background Information

As part of ongoing ordinance evaluation efforts, staff reviewed the City's tree preservation procedures and identified an opportunity to establish a more efficient review process while maintaining discretionary oversight for larger tree removal requests. Staff determined that the current requirement for both Planning and Zoning Commission recommendation and City Council approval for qualifying tree removal permits may create unnecessary processing time for requests that meet all applicable requirements of the Rowlett Development Code.

Staff is proposing amendments to Section 77-504(H) to revise the approval authority for tree removal permits. Under the proposed amendments, permits involving the removal of more than three trees would require approval by the Planning and Zoning Commission, eliminating the need for subsequent City Council approval unless the applicant elects to pay a tree mitigation fee in lieu of planting required replacement trees and/or requests waiver of such fee.

Staff is also proposing to repeal Article II Section 98 (Vegetation) of the Code of Ordinances. The requirements currently contained within Article II Section 98 largely duplicate the tree preservation standards and procedures already established within Section 77-504(H) of the Rowlett Development Code. Because both sections regulate the same subject matter, maintaining both provisions creates unnecessary redundancy and may create confusion regarding applicable standards. Furthermore, the provisions contained within the Rowlett Development Code take precedence over conflicting provisions elsewhere in the Code of Ordinances.

Repealing Article II Section 98 would eliminate duplicate regulations, reduce the potential for conflicting interpretations, and establish Section 77-504(H) as the City's sole regulatory authority governing tree preservation and tree removal permits.

Discussion

The current tree preservation regulations contained within Section 77-504(H) require tree removal permits involving the removal of more than three trees to proceed through review by the Planning and Zoning Commission and final approval by the City Council. Staff reviewed the existing process and determined that applications meeting all applicable tree preservation requirements already receive sufficient discretionary review through the Planning and Zoning Commission process.

The proposed amendments would streamline permit processing by designating the Planning and Zoning Commission as the final approval authority for tree removal permits involving the removal of more than three trees. This change would eliminate an additional public hearing before City Council for requests that otherwise comply with all applicable standards while maintaining public oversight and discretionary review for larger-scale tree removal activities.

Under the proposed amendments:

• Tree removal permits involving the removal of fewer than three trees would continue to be processed administratively.

• Tree removal permits involving the removal of more than three trees would require approval by the Planning and Zoning Commission.

• City Council approval would only be required when an applicant requests authorization to pay a tree mitigation fee in lieu of planting required replacement trees and/or requests waiver of all or a portion of that fee.

It is recommended that City Council should retain approval authority for mitigation fee requests because they involve an alternative compliance option with potential financial implications that warrant additional policy-level consideration.

It is also recommended that Article II Section 98 (Vegetation) of the Code of Ordinances be repealed because it regulates the same tree removal requirements already contained within Section 77-504(H) of the Rowlett Development Code. Maintaining both sections creates unnecessary redundancy and may result in confusion regarding applicable standards. Because the Rowlett Development Code serves as the City's primary land development regulation and takes precedence over duplicate provisions elsewhere in the Code of Ordinances, retaining both sections is unnecessary.

Repealing Article II Section 98 will remove duplicate language, eliminate the potential for conflicting interpretations, and consolidate all tree removal regulations into a single section of the Rowlett Development Code. Staff anticipates these changes will improve administrative efficiency while maintaining appropriate oversight of tree removal requests and providing greater clarity for applicants, property owners, and staff.

The proposed amendments are summarized in the table below.

Ordinance Section	**Current Language**	**Proposed Language**
77-504.H (3)(c)(1). Authority for review.	(c) *Authority for review.* (1) The director shall be responsible for the review and approval of all requests for tree removal permits and associated tree survey and preservation plan for three trees or less submitted in accordance with the requirements specified in this section. Unless otherwise exempted above, the	(c) *Authority for review.* (1) The Director of Community Development, or their designee, shall be responsible for reviewing and approving all tree removal permit applications, including any required tree survey and tree preservation plan, involving the removal of three (3) trees or fewer

	removal of more than three trees shall be approved by city council upon recommendation of the planning and zoning commission.	submitted in accordance with this section. Unless otherwise exempted, requests for the removal of more than three (3) trees shall require approval by the Planning and Zoning Commission. Requests to pay a tree mitigation fee in lieu of planting replacement trees and/or to waive said fee shall require approval by the City Council.

PUBLIC HEARING NOTICES

Notice of this public hearing was posted and published in accordance with State Law and the

Rowlett Development Code.

STAFF RECOMMENDATION

Staff recommends approval of the proposed amendments to Section 77-504(H) of the Rowlett Development Code regarding tree removal permit review and approval procedures and the repeal of Article II Section 98 (Vegetation) of the Code of Ordinances. The proposed amendments would streamline the review process by authorizing the Planning and Zoning Commission to serve as the final approval authority for qualifying tree removal permits while maintaining City Council review for requests involving tree mitigation fees. Repealing Article II Section 98 would eliminate redundant regulations and consolidate tree preservation and tree removal permit requirements within Section 77-504(H) of the Rowlett Development Code.

PLANNING AND ZONING COMMISSION RECOMMENDATION

This item (4D) was heard by the Planning and Zoning Commission, June 9, 2026, and received a recommendation of approval (6-1).

Financial/Budget Implications
N/A

Recommended Action

The recommending body may take the following actions:

Recommend Approval

Recommend Approval with Conditions

Recommend Denial

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROWLETT, AS HERETOFORE AMENDED, BY AMENDING CHAPTER 77 "DEVELOPMENT CODE," CHAPTER 77-500 "DEVELOPMENT AND DESIGN STANDARDS," BY AMENDING SECTION 77-504 "LANDSCAPE AND SCREENING;" AND FURTHER AMENDING THE CODE OF ORDINANCES AT CHAPTER 98 "VEGETATION" BY REPEALING ARTICLE II "TREES;" PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of Rowlett, Texas and the governing body of the City of Rowlett in compliance with the laws of the State of Texas and the Ordinances of the City of Rowlett, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion, the City Council has concluded that the Comprehensive Zoning Ordinance should be amended and further that the Code of Ordinances at Chapter 98 should be amended.

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

SECTION 1. The Comprehensive Zoning Ordinance of the City of Rowlett, Texas, as heretofore amended, is hereby further amended at Chapter 77 "Development Code," Chapter 77-500, "Development and Design Standards" by amending Section 77-504 Landscape and Screening" to read as follows:

“Sec. 77-504. Landscape and Screening

. . .

H. *Tree preservation.*

. . .

3. *Tree removal permits*

. . .

(c) Authority for review.

1. The Director of Community Development, or his/her designee, shall be responsible for reviewing and approving or denying all tree removal permit applications submitted in accordance with this section, including any required tree survey and tree preservation plan, where the application seeks the removal of three (3) or fewer trees.
2. Unless otherwise exempted or as provided in subsection (3) below, requests for removal of more than three (3) trees shall require approval by the Planning and Zoning Commission. The Planning and Zoning Commission’s determination shall be final.
3. Requests to pay a tree mitigation fee in lieu of planting replacement trees and/or to waive said fee shall be determined by and shall require approval of the City Council. No consideration or recommendation by the Planning and Zoning Commission shall be required.

. . . .”

SECTION 2. The Code of Ordinances of the City of Rowlett, Texas, as heretofore amended, is hereby further amended at Chapter 98 “Vegetation” by repealing Article II “Trees” thereof in its entirety.

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Rowlett and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or the Rowlett Code of

Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Rowlett Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

Attachments

1. Attachment 1 - Tree Removal Permits

Sec. 77-504. Landscaping and screening.

A. *Purpose.* The purposes of this section are as follows:

1. To aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, groundwater recharge, and stormwater or irrigation runoff retardation, while at the same time aiding in noise, glare and heat abatement;
2. To assist in providing adequate light and air and preventing overcrowding of land;
3. To ensure that landscaping is an integral part of a development or redevelopment;
4. To enhance the beautification of the city;
5. To enhance property values and to protect public and private investments;
6. To preserve and protect the unique identity and environment of the city and preserve the economic base attracted to the city by such factors;
7. To conserve energy and natural resources; and
8. To protect and enhance the public health, safety and general welfare.

B. *Applicability.*

1. *General applicability.* This section shall apply to all development and improvements to property. This shall include, but shall not be limited to the following:
   (a) *Enlargement of existing development.* Applications for building permits for construction work that:
      (1) Increases the number of stories in a building on the lot, or
      (2) Increases by more than ten percent or 10,000 square feet, whichever is less, of the combined floor areas of a building, or
      (3) Increases the impermeable lot coverage by more than 2,000 square feet.
   (b) *Change of use.* Change of use where the value of improvements to the existing building to accommodate the new use exceeds 30 percent of the tax-appraised value of the structure immediately prior to issuance of a building permit.
   (c) *Nonconformities.* Lots and properties to which lawful nonconforming status is terminated for any reason.
2. *Timing of applicability to individual lots.* Landscaping plans shall be submitted at such time a site plan is submitted for review or an application for a building permit or certificate of occupancy (whichever is earlier) on such lot is made. When the regulations of this section become applicable to a lot, the requirements are binding on all current and subsequent owners of the lot.
3. *Relationship to other requirements.*
   (a) *Use-specific standards.* Any use required to provide landscaping or screening pursuant to the use-specific standards of this Code shall provide such use-specific landscaping or screening. In the event of a conflict between the use-specific requirements and the general requirements of this section, the use-specific provisions shall control.
   (b) *Tree preservation requirements.* The general landscaping and screening requirements of this section shall be in addition to the requirements of subsection 77-504H., tree preservation. However, if an area designated for tree preservation is located in an area where general

landscaping or screening would be required and where the preservation of existing vegetation would serve the same purpose as required landscaping or screening, then the applicant may receive a credit for the protected trees against the required landscaping as dictated in [subsection] 77-504H., tree preservation.

C. *Administration and enforcement of landscaping provisions.*

1. *Form and content of application.* To be accepted as complete, landscape plans shall be prepared by a person knowledgeable in plant material usage and landscape design (e.g., landscape architect, landscape contractor, landscape designer, etc.), prepared in the format specified by the director of planning or his/her designee and shall contain all information and supporting materials required by this section. Landscape plans involving grade work or retaining walls shall be prepared and sealed by a professional engineer licensed to practice in the State of Texas. Irrigation plans shall be submitted with building plans when the building permit application is submitted to the chief building official for review. In addition, irrigation plans shall be prepared by a licensed irrigator.

2. *Surety.* When a property owner seeks a certificate of occupancy prior to landscaping being installed, the director of planning shall require an irrevocable letter of credit or cash escrow equivalent to 135 percent of the total cost of the landscaping.

3. *Deferral of planting.* In any case in which a certificate of occupancy is sought during a season of the year in which the director of planning determines that it would be impractical to plant trees or shrubs, or to lay turf, a temporary certificate of occupancy may be issued, if a letter of agreement from the property owner is provided stating when the installation shall occur. All landscaping required by the approved landscape plan shall be installed within a growing season as determined by the director of planning or no longer than 90 days from the date of issuance of the temporary certificate of occupancy or the site shall be deemed to be in violation of this Code and the temporary certificate of occupancy shall be revoked.

4. *Certificate of occupancy.* No certificate of occupancy shall be issued prior to the complete installation and approval of the irrigation system as indicated on the approved landscape and irrigation plans, unless otherwise provided in this section. Permits issued contrary to this provision are void from the moment of issuance and may not be relied on by the permit recipient.

D. *Required landscaping.*

1. *General.* In all areas other than single-family and two-family dwellings, at least 15 percent of the gross lot area (excluding rights-of-way) shall be maintained as landscaped area and shall comply with the following standards. In manufacturing or industrial zoning districts, at least 10 percent of gross lot area (excluding rights-of way) shall be maintain as landscaped area and comply with the following standards:

(a) All required perimeter buffers and off-street parking interior landscaping shall be included in the overall minimum 15 percent of gross site landscaping.

(b) Decorative paving square footage may be included in the required landscape area square footage if approved by the director of planning or his/her designee in lieu of the standard city sidewalk specifications.

(c) No tree may be planted within five feet of any impermeable surface or area, unless approved by the director of planning or a greater distance is required due to tree species.

(d) The existing natural landscape character shall be preserved to the extent reasonable and feasible. In an area of the street frontage containing a stand of trees, the developer shall use good-faith efforts to preserve such trees, and also shall comply with subsection 77-504H., tree preservation.

(e) No unapproved landscaping, object, structure, or sign shall be placed within a visibility easement.

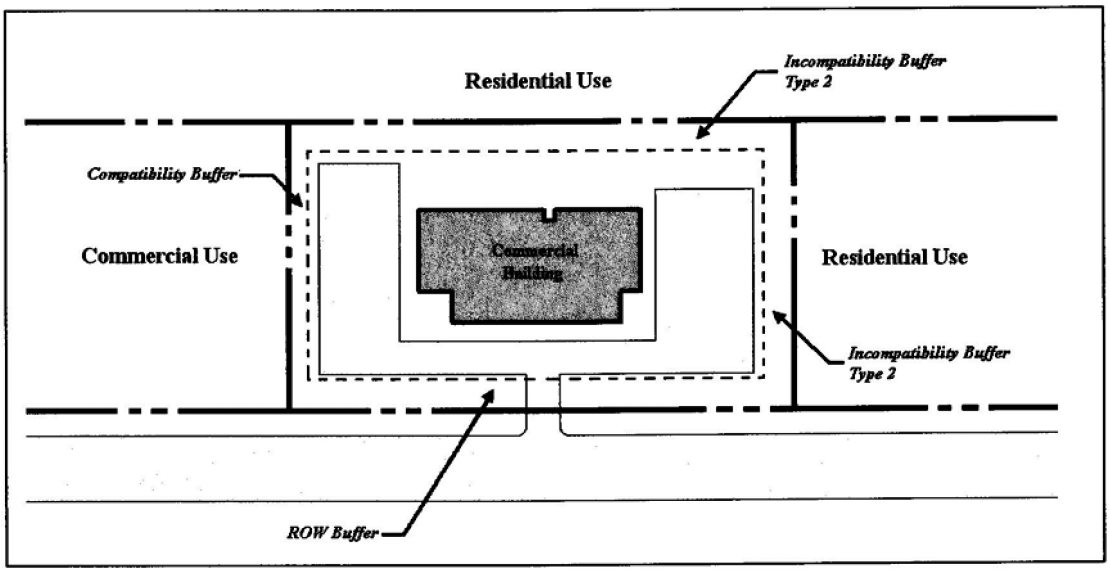
2. *Perimeter buffer landscape requirements.*

(a) *Buffer types.*

(1) *Right-of-way.* Right-of-way (ROW) buffers shall be provided along all street frontages except alleys. ROW buffers shall not be required for individual single-family or duplex dwellings.

(2) *Compatibility.* Compatibility buffers shall be provided between all compatible use types, except the case where single-family residential subdivisions are adjacent to other single-family residential subdivisions.

(3) *Incompatibility.* Incompatibility buffers shall be provided between all incompatible use types or incompatible zoning districts.



(b) *Trees and shrubs.* Trees and shrubs shall be provided in all perimeter buffers in accordance with the following standards:

(1) *Trees.*

a. *ROW buffers.* One canopy tree per 35 lineal feet.

b. *Compatibility buffers.* One tree per 50 lineal feet.

c. *Incompatibility buffer.* One canopy tree per 35 lineal feet.

(2) *Shrubs.*

a. ROW buffers. Ten evergreen shrubs per 30 lineal feet.

b. Compatibility buffers. Ten evergreen shrubs per 30 lineal feet.

c. Incompatibility buffers. Ten evergreen shrubs per 30 lineal feet.

(c) *Walls and fences.* If a masonry wall is required within an incompatibility buffer or otherwise provided as part of the proposed landscaping, the wall shall adhere to the masonry wall standards provided in subsection 77-504F.4.

(d) *Area measurement.* The width of access ways that traverse required perimeter landscape buffers shall not be included in the calculation of linear dimension.

(e) *Buffer width reduction.* The required buffer width may be reduced by 50 percent where a project is separated from a ROW by a lake, stream, open space, or combination thereof, with a minimum width of 80 feet. The director of planning or his/her designee may reduce the required incompatibility buffer width by 50 percent for development tracts adjacent to a lake, stream or open space area 100 feet in width or if the same type of buffer exists on the adjacent property. The quantity of required plant material shall not be reduced in proportion to the reduction in the buffer width. A minimum of five clear feet for planting, or ten feet if a wall with a continuous footer is used, shall be maintained.

(f) *ROW buffer.*

(1) *Width.* The total width of the buffer along streets, thoroughfares, or other means of vehicular access shall depend on the thoroughfare classification as indicated in table 5.4-1, width of ROW buffer. The thoroughfare classification shall be determined by reference to the master thoroughfare plan map. Non-thoroughfare plan streets shall utilize the buffer width for "type C or lower" streets as indicated in table 5.4-1, width of ROW buffer, below.

TABLE 5.4-1.

WIDTH OF ROW BUFFER

Thoroughfare Classification	Minimum Width of Buffer
Type A/A+	20 feet
Type B/B+	15 feet
Type C or lower	15 feet

(2) *Planting pattern for perimeter ROW buffer.* One hundred percent of the buffer length shall be composed of a continuous opaque vertical landscape screen. The area of the buffer not planted with trees and shrubs shall be landscaped with ground cover or turf grasses.

(3) *Clustering.* Canopy trees and ornamental trees may be clustered in ROW buffers, subject to the following standards:

a. Clusters shall be spaced no more than 50 feet on center.

b. Clusters shall consist of trees of varied height, which when averaged, equal the minimum tree height requirements.

(g) *Compatibility buffer.* Compatibility buffers shall serve to provide a minor transitional buffer between similar land uses. A compatibility buffer with a minimum width of six feet shall be provided along all property lines where there is no existing buffer.

(h) *Incompatibility buffer.* An incompatibility buffer shall be required between all incompatible use types or incompatible tracts in a planned development in accordance with the requirements of table 5.4-2, incompatibility buffer standards.

TABLE 5.4-2.

INCOMPATIBILITY

BUFFER STANDARDS

Buffer Type	Width	Wall/Fencing Type Required	Maximum Tree Spacing
Type 1	10-ft	None	35-ft O.C.

Type 2	15-ft	Masonry Wall (§ 77-504.F.4) Or Living Screen (§77-504.F.5)	35-ft O.C.
Type 3	20-ft	Masonry Wall (§ 77-504.F.4)	35-ft O.C.

(1) *Landscape requirements.* An incompatibility buffer shall consist of a continuous, opaque landscape barrier. The landscape barrier shall either be a hedge, fence or a wall. Shrubs and trees required pursuant to other sections of this Code shall be provided in addition to the wall/fencing type requirements shown in table 5.4-2.

(2) *Determining incompatibility buffer type.* The type of incompatibility buffer required shall be the highest buffer type based on the height or use difference between adjacent uses, in accordance with table 5.4-3, required incompatibility buffer types—height and table 5.4-4, required incompatibility buffer types—use. In the case of a conflict, the most restrictive buffer type shall be required.

TABLE 5.4-3

REQUIRED INCOMPATIBILITY

BUFFER TYPES—HEIGHT

Building Height Difference Between Adjacent Uses	Required Buffer Type
14—28 feet	Type 1
28—35 feet	Type 2
Greater than 35 feet	Type 3

TABLE 5.4-4

REQUIRED INCOMPATIBILITY
BUFFER TYPES—USE

Existing Use Type	Proposed Use Type	Required Buffer Type
Single-Family	Multifamily	Type 1
Residential (All types)	Commercial	Type 2
Residential (All types)	Institutional/Public	Type 2
Residential (All types)	Industrial	Type 3
Residential (All types)	Utility	Type 3

3. *Off-street parking landscaping requirements.* Off-street parking and interior vehicular use areas shall be subject to the following landscaping requirements. Plantings required by this section's perimeter buffer landscape requirements may be used to satisfy these requirements.

(a) *General.* The required percentage of interior parking lot landscaping shall be devoted to living landscaping which includes grass, ground cover, plants, shrubs and trees.

(b) *Required percentage of planting area.* The required percentage of interior parking lot landscaping shall be determined based upon table 5.4-5, parking lot interior landscaping requirements. The total square footage of all areas within the parking lot perimeter, including parking spaces,

islands, curbed areas, and all interior driveways and aisles with parking spaces on any side, shall be included to determine the total parking area and the required percentage of interior planting area.

TABLE 5.4-5 PARKING LOT INTERIOR LANDSCAPING REQUIREMENTS	
Total Parking Area	Interior Planting Area
7,000—49,999 square feet	5%
50,000—149,999 square feet	8%
150,000 square feet and greater	10%

(c) *Exemption.* Areas used for parking or vehicular storage which are under, on, or within buildings are exempt from these standards.

(d) *Parking landscape islands.* Interior areas of parking lots shall contain landscape islands located so as to best relieve the expanse of paving. Landscape islands must be located no farther apart than every 12 parking spaces and at the terminus of all rows of parking. Such islands shall contain at least one tree. The remainder shall be landscaped with shrubs, turf, ground cover or other appropriate material not to exceed three feet in height. Landscaping islands shall have a minimum size of ten feet by 18 feet and shall be separated from vehicular use areas by a six-inch non-mountable curb.

(e) *Trees.* In addition to the trees required to be planted in parking landscape islands, there shall be a minimum of one tree planted for each 400 square feet or fraction thereof of required interior landscape area. A minimum of 75 percent of all trees required in the interior planting area shall be canopy trees. Ornamental trees substituted at a rate of 3:1 may count as one required tree, not to exceed 25 percent of the total required trees. Where only three or fewer trees are required, those trees shall all be canopy trees. Interior parking lot landscaping trees should not be placed in compatibility buffers. The number of interior parking lot landscaping trees may be reduced by the director of planning if the applicant provides written information documenting that providing the required interior parking lot landscaping trees would result in unhealthy conditions for tree growth.

(f) *Wheelstops.* Wheelstops shall be installed no closer than two feet from the landscaped area to prevent cars from parking too close to trees or damaging shrubs and screens and to allow routine landscape maintenance.

(g) *Parking structures.* Perimeter planters shall be provided along the exterior of parking structures located within 500 feet of a public right-of-way or residential zoning district. Planters shall provide a total of one-half square foot of planting area for each linear foot of facade per parking level. Planting areas may be arranged in linear fashion or clustered at intervals or on levels, and shall be provided with permanent irrigation to permit watering of plant materials. The perimeter planter requirement may be altered if in conflict with the architectural character of the structure, subject to approval of an alternative landscape plan as provided in subsection 77-504I.

4. *Single-family residential development requirements.*

(a) *Individual lot requirements.* Prior to the final inspection of a house in any subdivision, the builder shall plant two canopy trees in the front yard of each platted single-family residential lot. One canopy tree may be substituted with ornamental trees in accordance with the substitution

guidelines in subsection 77-504E.3. Trees to be planted shall be selected from the approved plant list in subsection 77-504J.

(b) *Entryway areas.* Entryway areas are required regardless of whether the entryway is a primary or secondary entry into the subdivision as defined in this section. Entryway areas are required in addition to perimeter landscape buffer requirements contained in this section.

(1) *General.*

a. The entry area will flank each side of the intersection formed by an external or perimeter street and an internal street.

b. All dimensioning for entryway areas shall be measured from right-of-way lines.

c. All improvements within entryway areas shall conform to regulations governing sight distance for traffic safety and other standards.

(2) *Primary entryway.* The primary entryway shall be the major entrance into a residential subdivision, as identified by the developer. Both sides of the primary entryway shall be part of the subdivision.

a. *Dimensional and area requirements.* Each primary entryway shall total a minimum of 9,600 square feet; that is, 4,800 square feet of landscaped area per side as follows:

i. Eighty feet measured from the external street by 40 feet measured from the internal residential street, plus, an additional 1,600 square feet of landscaped area along the external street and adjacent to the required 3,200 square feet.

ii. The planning and zoning commission may reduce the above landscaping requirements by up to 25 percent if landscaped street medians are provided.

b. *Planting requirements.* Entryway plantings shall include two canopy trees per 500 square feet. Canopy trees may be substituted with ornamental trees in accordance with the substitution guidelines in subsection 77-504E.3. Trees to be planted shall be selected from the approved plant list in subsection 77-504J.

c. *Landscape area.* The overall primary entryway shall be planted as follows:

i. A minimum of 75 percent of the total area must be landscaped with additional combinations of shrubs or groundcover.

ii. A maximum of 25 percent of the total area can be treated with grass/groundcover and/or hardscape amenities such as enhanced paving, fountains or sculptures.

(3) *Secondary entryway.* The secondary entryway(s) shall include entrance(s) from an external or perimeter street into a residential subdivision. Both sides of a secondary entrance shall be part of the subject subdivision. Secondary entrances where access into the subdivision is from a residential street stub in an adjacent subdivision or is separated from an external street by another subdivision or property under different ownership, are not subject to the secondary entryway requirements of this section.

a. *Dimensional and area requirements.* Each secondary entryway shall total a minimum of 6,400 square feet; that is, 3,200 square feet of landscaped area per side as follows:

i. Eighty feet measured from the external street by 40 feet measured from the internal residential street.

ii. The planning and zoning commission may reduce the above landscaping requirements by up to 25 percent if landscaped street medians are provided.

b. *Planting requirements.* Entryway plantings shall include two canopy trees per 500 square feet. Canopy trees may be substituted with ornamental trees in accordance with the substitution guidelines in subsection 77-504E.3. Trees to be planted shall be selected from the approved plant list in subsection 77-504J.

c. *Landscape area.* The overall secondary entryway shall be planted as follows:

i. A minimum of 75 percent of the total area must be landscaped with additional combinations of shrubs or ground cover.

ii. A maximum of 25 percent of the total area can be treated with grass/groundcover and/or hardscape amenities such as enhanced paving, fountains or sculptures.

(4) *Entryway medians.*

a. *Minimum dimensions.*

i. Primary entryway median shall be a minimum of 24 feet in width.

ii. Secondary entryway median shall be a minimum of 16 feet in width.

iii. The minimum depth for primary and secondary entryway medians shall be 40 feet.

b. *Planting requirements.* Median plantings shall include one canopy tree per 500 square feet. Canopy trees may be substituted with ornamental trees in accordance with the substitution guidelines in subsection 77-504E.3. Trees to be planted shall be selected from the approved plant list in subsection 77-504J.

c. *Landscape area.* The overall median shall be planted as follows:

i. A minimum of 85 percent of the total area must be landscaped with additional combinations of shrubs or ground cover.

ii. A maximum of 15 percent of the total area can be treated with grass/groundcover and/or hardscape amenities such as enhanced paving, fountains or sculptures.

(c) *Masonry wall requirements.* A masonry screening wall is required for all residential development that has a side yard or rear yard directly adjacent to a right-of-way. The masonry wall shall be a minimum height of six feet and meet the requirements for masonry walls in subsection 77-504F.4 of this Code.

(d) *Common areas.* For purposes of this section, "common areas" are defined as real property and improvements (including, but not limited to, private storm drains, private streets and sidewalks, private parks, lakes and ponds, screening walls, open space, trails, and/or floodplain management areas) that are owned or controlled by a homeowner's association (HOA) for the common use, enjoyment and benefit of the owners of lots in the subdivision. Common areas shall be platted as separate tracts of land and the city shall not be responsible for maintenance of common areas. Common areas may include the following:

(1) Medians;

(2) Entryways;

(3) Internal streetscape (within residential minor street rights-of-way);

(4) Landscape buffers;

(5) Buffer yards;

(6) Cul-de-sac landscaped areas (center interior radii).

E. *General landscaping requirements and standards.* The following criteria and standards shall apply to landscape materials and installation:

1. *Quality.*

(a) *Conformance.* The best professional practices of the American Society of Landscape Architects, the International Society of Arboriculture and the American Nursery and Landscape Association regarding planting, installation, trimming, and fertilization, shall apply to this section. In addition, plant materials used in conformance with the provisions of this chapter shall conform to the standards of the American Standard for Nursery Stock, ANSI Z60.1-2004, or equivalent thereof.

(b) *Approved plant list.* Plant materials shall be from the City of Rowlett Approved Plant List (subsection 77-504J.). Plant materials must be suitable for local soil conditions and climate. Specifically, plant materials should have high heat tolerance and lower water consumption, where possible.

(c) *Material.* Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pests and insects.

(d) *Species diversification.* Plant material selection for any area of a lot shall provide species diversity so as to minimize impacts from species-specific disease. No more than 25 percent of any tree type (e.g., canopy tree, ornamental tree) shall be of the same species. A minimum of four different species shall be used as canopy trees and a minimum of four different species shall be used as ornamental trees. The various species shall not be grouped in close proximity and should be distributed throughout the lot.

2. *Plant measurements.* Minimum plant measurements shall only apply to those plants that are required by this Code. Any proposed additional plants shall not be subject to these minimum requirements.

(a) *Canopy trees.*

(1) *Minimum height.* Canopy trees shall have a minimum height of 12 feet at time of installation.

(2) *Minimum caliper size.* Canopy trees shall be a minimum of three-inch caliper as measured 12 inches above ground.

(b) *Ornamental trees.*

(1) *Minimum height.* Ornamental trees shall have a minimum height of eight feet at time of installation.

(2) *Minimum container size.* Ornamental trees shall be a minimum of 30-gallon-container size.

(c) *Shrubs.*

(1) *Minimum container size.* The minimum container size for shrubs shall be three gallons.

(2) *Minimum height.* Shrubs shall have a minimum height of 24 inches at time of installation and shall obtain a minimum height of 36 inches within two years of planting.

(3) *Minimum spacing.* Shrubs shall be planted at a minimum spacing of three feet on center and capable of achieving a solid visual screen within one year of planting.

3. *Plant material substitutions.*

(a) Due to seasonal planting issues and a lack of plant availability, approved landscape plans may require minor revisions. Revisions to approved plans shall be approved by the director of planning or his/her designee.

(b) Ornamental trees may be substituted for canopy trees at a ratio of three ornamental trees to one canopy tree.

4. *Proximity to overhead utilities.* To minimize conflicts with overhead power lines and overhead utility installations, the applicant may substitute canopy trees with ornamental trees from the approved plant list in section 77-504.J. at a ratio of three ornamental trees to one canopy tree when located under overhead utilities. Where overhead utilities exist, trees shall be maintained so that the mature tree canopy is a minimum of ten feet from the overhead utilities.

5. *Irrigation and maintenance.* All landscape areas and open space shall be provided with an adequate, inconspicuous, and complete-coverage automatic irrigation system according to the following standards:

(a) All planted areas shall be irrigated.

(b) Irrigation systems shall be calibrated and designed to provide the appropriate amount of water that relates to the plant species, and shall not overwater.

(c) All irrigation systems shall be equipped with functioning rain and freeze sensors and shall comply with backflow and cross-connection regulations.

(d) Drip or soaker irrigation shall be used in all vegetated areas exclusive of turf grass areas.

(e) Under high-voltage power lines (operating voltages greater than 60,000 volts) and in easements for transmission towers, low pressure systems (drip and soaker hoses) shall be used. No control valve shall be located within an easement for transmission towers.

6. *Shrub beds.* All shrub beds shall be separated from turf areas with steel edging, concrete edging, or other similar material. Beds shall be mulched with a minimum two-inch layer of shredded hardwood or cypress mulch. Irrigation for shrub beds shall be separated from turf areas.

7. *Maintenance.* Every owner and person in control of property shall keep landscaped areas in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

(a) Landscaped areas shall be kept free of trash, litter, weeds, and other such materials or plants not a part of the landscape.

(b) All plant material shall be maintained in a healthy and growing condition, and must be replaced within 30 days with plant material of similar variety and size (size not to be smaller than the minimum required by this section at the time of replacement) if diseased, damaged, destroyed, or removed. If replacement cannot or should not be effected within the 30-day period due to seasonal temperatures, an extension may be approved by the director of planning if requested in writing, stating when such planting is to be accomplished. No planting delay of over 90 days shall occur.

(c) Turf, grass and ground cover shall be mowed, trimmed and edged, and maintained at the proper height.

(d) Proper pruning shall be done.

(e) Watering shall be done on a regular basis, subject to any city drought contingency plan in effect at the time.

(f) Landscape lighting shall be maintained in working order.

(g) Irrigation systems shall be maintained in working order.

(h) Property owners and persons in control shall maintain and keep clean property and areas situated between the property and the paved portion of any street, alley or right-of-way, as well as any abutting waterway.

(i) The property owner shall be responsible for any landscaping, irrigation and maintenance of any right-of-way area between the property line and the curb line. In the case of new development, turf grass/ground cover shall be installed in the right-of-way area between the property line and the curb line and be consistent in material and/or type with the installed turf grass/groundcover on the adjacent property.

8. *Landscaping on or affecting public property.*

(a) The city has the authority to plant, preserve, spray, trim, or remove any tree, shrub, or plant on any parkway, alley, or public ground belonging to the city to protect the public health, safety, and general welfare.

(b) It shall be unlawful for any person to cut or break any branch of any tree or shrub or injure in any way the bark of such tree or shrub growing on public property.

(c) The city has the authority to trim or remove, or to order the trimming or removal, of vegetation that conflicts or interferes with the delivery of public services, or that creates a hazard or nuisance to public rights-of-way or easements.

9. *Utility easements.* When locating landscaping and/or irrigation within a public or private utility easement, the applicant shall first obtain consent from the owner(s) of the utility easement. An easement owner's refusal to consent shall not relieve or exempt the applicant from compliance with the landscaping and irrigation requirements of this section; provided, however, that if consent cannot be obtained, plants and irrigation required in the easement area shall be located in the same yard as approved by the city.

F. *Screening standards.*

1. *General.* The placement of natural landscape materials (e.g., trees, shrubs, and hedges) is the preferred method for buffering differing land uses, for providing a transition between adjacent properties, and for screening the view of any parking or storage area, refuse collection, utility enclosures, or other service area visible from a public street, alley, or pedestrian area. Plants may be used with fences or berms to achieve the desired screening or buffering effect. Plant material should be mature enough at the time of planting to provide an effective buffer or screen, and should be planted in an appropriate location to allow for desired growth within a reasonable period of time.

When used to screen an activity area such as a parking lot, landscaping shall not obstruct the visibility of motorists or pedestrians or interfere with public safety.

2. *Screening of service and off-street loading spaces.* All service areas and designated off-street loading spaces on a site shall be screened from all public and more restrictive, conforming adjacent uses. Screening shall comply with the following standards:

(a) To the maximum extent feasible, service and off-street loading areas shall not be visible from public streets. If a service or loading area will be visible from a public street, approval of the planning and zoning commission shall be required.

(b) No service and off-street loading areas shall be located within 20 feet of any public street, public sidewalk, or internal pedestrian walkway.

(c) Vehicle maneuvering areas shall not encroach into required landscaped areas.

(d) Service and off-street loading areas shall be incorporated into the overall design of the building and landscaping so that visual and acoustic impacts are fully contained and out of view from adjacent properties and public streets.

(e) Service areas shall be concealed by a method of screening comprised of materials at least eight feet in height measured from the horizontal plane passing through the nearest point of the off-street loading space or service area. Such screening may be provided by using one of any of the following methods; however, off-street loading spaces located adjacent to residentially zoned property or existing residential uses shall utilize a masonry wall per subsection 77-504F.4. below:

(1) Masonry wall pursuant to the standards set forth in subsection 77-504F.4.

(2) Ornamental metal fence and/or berm in conjunction with solid landscape screening, per the following standards:

a. The ornamental metal fence shall have a minimum height of six feet.

b. The berm shall have a maximum side slope of four to one and a minimum crown width of one and one-half feet.

c. The area shall be designed so that a berm will undulate from its lowest point to maximum height, not to exceed five feet in height.

d. Large evergreen-type shrubs shall be selected from the approved plant list in subsection 77-504J. and planted in accordance with specifications herein. In addition, the plant materials shall:

i. Be located in a bed that is of a width suitable for the required plant spacing, but at least five feet wide. The director of planning may require a wider bed width depending on type, species and/or growing habit.

ii. Be planted in staggered rows over the entire length of the bed unless the director of planning approves an alternative planting density as being capable of providing a solid screen within two years of planting.

iii. Be a minimum of five feet in height at time of planting and provides the required visual barrier.

3. *Dumpster and trash compactor screening.*

(a) Dumpsters shall be enclosed on three sides with six-foot masonry walls constructed of the same materials and finishes as the buildings; a solid double metal gate shall be required on the fourth side, and shall be kept closed at all times other than for immediate access. The opening shall not face, or shall be screened from, a public street or access easement.

(b) An eight-foot wall constructed of the same materials and finishes as the buildings shall be provided around compactors.

(c) Screens are not required for dumpsters in nonresidential developments when located in the service area and screened by the buildings, wing wall or screening wall from public view.

(d) Dumpsters are required and shall be identified on a site plan for all developments that require a site plan. The specific screening requirements specified in this section shall be placed on the site plan.

4. *Masonry wall standards.*

(a) *Design and materials.* A masonry screening wall shall consist of a reinforced wall of the same materials, color, and texture as used on the primary structure on the site, having a minimum height of six feet and a maximum height of eight feet. The wall shall include masonry details and form varying angles similar to the primary structure. A graphic detail and schedule of materials shall be shown on the facade plan. Reinforced concrete footings are required and shall be designed, and signed by a structural engineer licensed to practice in the State of Texas.

(b) *Engineering requirements.* Plans and specifications for the wall shall be submitted with the civil plans and approved by the city engineer.

(c) *Installation of landscaping between wall and alley prohibited.* Where a masonry screening wall erected pursuant to this section abuts an alley, any required landscaping shall be installed between the nonresidential use and the screening wall, rather than between the screening wall and the alley.

(d) *Maintenance easement.* A minimum five-foot wall maintenance easement shall be required within residential lots that abut the masonry screening wall. Wall maintenance easements shall be dedicated to or owned, and maintained, by the homeowners' association.

(e) *Conflict with easements.* If the placement of the wall conflicts with an easement, the wall shall not encroach upon the easement, unless otherwise approved by the city engineer.

(f) *Public visibility.* Landscaping shall be required to be planted along the face of masonry walls that are visible from public parking or public rights-of-way. The landscape area shall be equal in length to 25 percent minimum of the adjacent exterior wall with a minimum landscape area at least three feet by five feet in plan dimension. Said landscaping shall consist of native shrubs or plant material evenly distributed along the wall frontage. Where a masonry wall is adjacent to a public right-of-way, the landscaping requirements for the ROW buffer shall satisfy the requirements of this section.

(g) *Additional requirements.*

(1) The wall shall be designed so that water will drain under, through, and away from the wall on all sides. No ponding of water shall be allowed.

(2) The wall shall be designed with footing or pier and sized to allow for no more than one inch of movement over eight feet.

(3) Unless otherwise constrained by topography, curvature, and location of infrastructure, where walls are aligned with residential alleys, the face of the wall or column shall be a minimum of one foot from the property line.

(4) Masonry wall construction shall be in accordance with city design specifications.

(5) Slip-form or similar type walls are prohibited.

5. *Living screen standards.* If a living screen is authorized, it shall consist of a berm and plant materials and shall comply with the following standards:

(a) The berm shall have a minimum side slope of four to one and a minimum crown width of one and one-half feet.

(b) The berm shall undulate from one foot to the maximum height not to exceed five feet in height.

(c) Large evergreen-type shrubs shall be selected from the approved planting materials list and planted in accordance with specifications herein. In addition, the plant materials shall:

(1) Be located in a bed that is of a width suitable for the required plant spacing, but at least five feet wide. The director of planning or his/her designee may require a wider bed width depending on type, species and/or growing habit.

(2) Be planted in staggered rows over the entire length of the bed unless the director of planning or his/her designee approves an alternative planting density as being capable of providing a solid screen within one year of planting.

(3) Be a minimum of eight feet in height at time of planting and provides the required visual barrier.

(4) A wrought iron fence having a minimum height of not less than six feet nor more than eight feet in combination with evergreen plant material (minimum eight feet in height at time of planting) is required if a living screen is proposed.

(d) When large evergreen-type shrubs are planted as part of the living screen, other shrub requirements contained in this Code shall be waived only for the particular buffer where the living screen is planted.

G. [Reserved for future use.]

H. *Tree preservation.*

1. *Purpose.* The purpose of this section is to encourage the preservation of long-established trees of sizes that, once removed, can be replaced only after many generations of tree growth; to preserve protected trees during construction; and to control the removal of protected trees. It is the intent of this section to achieve the following:

(a) Prohibit the indiscriminate clearing of trees from property;

(b) To the greatest extent possible, preserve and maintain protected trees so as to enhance the quality of development;

(c) Protect and increase the value of residential and commercial properties within the city by maintaining the city's current tree inventory;

(d) Maintain and enhance a positive image for the attraction of new business enterprises to the city;

(e) Protect healthy quality trees and promote the natural ecological environmental and aesthetic qualities of the city; and

(f) Help provide needed shaded areas in order to provide relief from the heat by reducing the ambient temperature.

2. *Applicability.*

(a) *Definition of "protected tree".* For purposes of this Chapter a "protected tree" is any tree with a minimum eight inch caliper at DBH (11 inches DBH for Hackberry) that is not listed on the Prohibited Plant List.

(b) *Removal of protected trees prohibited without tree removal permit.* Unless the area or activity is exempt under subsection H.2 below, no person, directly or indirectly, shall cut down, destroy, remove or move, or effectively destroy through damaging, any protected tree situated on property regulated by this section without first obtaining a tree removal permit under subsection H.4.(c) below.

(c) *Exemptions.* Subsection 77-504(H) shall not apply to the following areas or activities:

(1) *Single-family residential uses.* Property of not more than two acres, already occupied by a single-family detached, single-family attached, duplex, or townhouse dwelling. However, any construction, paving, or other activity on the property that may damage trees on the public right-of-way shall comply with the standards of subchapter 77-504H.(e)(2), Tree protection during construction.

(2) *Damaged/diseased trees.* The removal of a tree that is dead, diseased, naturally fallen, damaged beyond the point of recovery, or in danger of falling, or a tree that the director of parks and recreation or designee finds to be a threat to public health, welfare, or safety. This would include requiring the removal of a diseased tree to reduce the chance of spreading the disease to adjacent healthy trees. Mitigation will be required if damage is caused by construction activity.

(3) *Irregularly pruned trees.* A tree that has been irregularly pruned in such a way so that it is damaged beyond the point of recovery and has lost its aesthetic value. Mitigating may be required at the direction of the director of planning or director of parks and recreation.

(4) *Utility service interruption.* The removal of a tree that has disrupted a public utility service due to a tornado, storm, flood, or other act of God. Removal shall be limited to the portion of the tree reasonably necessary to reestablish and maintain reliable utility service.

(5) *Public right-of-way.* Removal of a tree in the right-of-way owned or leased by a governmental entity.

(6) *Public utility.* Removal of a tree on property owned or leased by a public utility excluding property used for administration offices or functions.

(7) *Landscape nursery.* All licensed plant or tree nurseries shall be exempt from the tree protection and replacement requirements and from the tree removal permit requirements only in relation to those trees planted and growing on the premises that are so planted and growing for sale to the general public.

(8) *Golf course.* Golf courses shall be exempt from the tree protection and replacement requirements and from the tree removal permit requirements for removal of protected trees within areas designated as tee boxes, fairways, or greens. All other areas shall be subject to the requirements of this section.

3. *Tree removal permits.*

(a) *Purpose.* This section sets forth the procedure for review and approval of tree removal permits, which are required prior to removal of any protected tree.

(b) *Tree location map.*

(1) *General requirement.* Applications for tree removal permits must be obtained from the planning department. All requests for tree removal permits shall be accompanied by a map showing at a minimum the requirements listed in subsection 8.c.ii.(B). below. These requirements may be modified by the director of planning as needed to administer this section. Upon prior approval by the director, the map exhibit may be limited only to the applicable portion of the site. An aerial photograph may be allowed to satisfy a portion of the requirements if densely populated by trees and no construction activity is to take place in this area.

(2) *Map requirements.* The location of all buildings, structures, and other improvements intended on the lot shall be shown. The limits of the construction line shall be shown, if applicable. The location of trees to be removed shall be located by measurements from the two nearest property lines and assigned a reference number as required by (D) below. The

caliper (DBH) and common name of all protected tree(s) shall be shown. Any required replacement trees shall be shown with the caliper size, and the common name and scientific name of the tree. The scientific name will include Genus and species (e.g., Ulmus americana).

(c) *Authority for review.*

(1) The director shall be responsible for the review and approval of all requests for tree removal permits and associated tree survey and preservation plan for three trees or less submitted in accordance with the requirements specified in this section. Unless otherwise exempted above, the removal of more than three trees shall be approved by city council upon recommendation of the planning and zoning commission.

(2) At the discretion of the director applicants submitting a tree removal permit application not associate with development plans may be required to submit a final or preliminary landscape plan, and elevation renderings, depending on the scope of activity involved and the sensitivity of the location or the perceived value of any relative stand of trees in the permit request.

(3) The director may defer the approval of a tree removal permit and associated tree survey and preservation plan to the city council with recommendation of the planning and zoning commission for any reason. All decisions made by the city council shall be final and binding.

(d) *Approval criteria.* The director or the city council shall deny a tree removal permit and associated tree survey and preservation plan if it is determined that:

(1) Removal of the tree is not reasonably required in order to conduct anticipated activities;

(2) A reasonable accommodation can be made to preserve the tree; or

(3) The purpose and intent of this subchapter is not being met by the applicant.

(e) *Appeal.* Any tree removal permit and associated tree survey and preservation plan decision made by the director may be appealed to the planning and zoning commission, whose decision may be appealed to the city council. An appeal must be filed in writing with the director not more than 20 days after the rendering of a decision by the director or action taken by the planning and zoning commission. All decisions made by the council shall be final and binding.

(f) *Permit expiration.* Permits for tree removal shall be issued in connection with a building permit or site plan, and shall be valid for the period of that building permit's or site plan's validity. Permits for tree removal not issued in connection with a building permit or a site plan shall become void 180 days after the issue date on the permit.

4. *Tree survey/preservation plan.*

(a) *When required.* For all development subject to this subchapter 77-504H the applicant or developer shall prepare and submit a tree survey/preservation plan along with the site plan.

(b) *Contents.* The tree survey/preservation plan shall be a separate plan, and shall be submitted with the landscaping plan required in subchapter 77-504, Landscaping and screening, and any development required by subchapter 77-807. The tree survey/preservation plan shall contain sufficient detail and legibility to enable the city to verify compliance with this subchapter 77-504. The tree survey/preservation plan shall, at a minimum, include the following information:

(1) Identification and location of individual trees that are healthy and classified as a protected tree, or that are otherwise noteworthy because of species, age, size, or rarity. Each tree shall be referenced by a distinct number and the plan shall indicate the approximate

canopy width of each tree or, if within a grove of protected trees where canopies combine, the overall width of the canopy.

(2) A summary table of protected trees on the site, containing:

a. Individual tree reference number;

b. Both the common name and the botanical name of each tree including Genus and species;

c. DBH, diameter of protected canopy trees and height of protected understory trees on the site;

d. General appearance of the tree(s) with regard to health;

e. Inches of credit, if applicable, and

f. Whether the tree is proposed for removal.

(3) Calculation (indicating formula) of total protected tree inches on site, number of protected tree inches to be removed, any credits, and mitigation tree inches required.

(4) The range of height, caliper, and canopy width of the trees on the site.

(5) Individual trees proposed for removal shall be indicated by a heavy line with an "X." A tree survey/preservation plan that shows protected trees proposed for removal shall be accompanied by an application for a tree removal permit (subsection 3 above).

(c) *Prepared by knowledgeable professional.* Tree survey/preservation plans shall be prepared by persons such as arborists, foresters, or landscape architects, who have the competence and knowledge to satisfactorily develop plans required by this section.

(d) *Relationship to landscaping requirements.* The requirements of this subchapter shall be in addition to the general landscaping requirements set forth in subchapter 77-504A through G.

(e) *Standards for tree protection and replacement.*

(1) *Early tree removal prohibited.* Thinning of trees is permitted prior to approval of a site plan; however, the removal of any protected tree, or the clearing or damage of trees from any contiguous area of 500 square feet or more, is prohibited unless authorized by an approved tree survey/preservation plan or site plan. Removal of any protected tree, or the clearing or damage of trees from any contiguous area less than 500 square feet must be approved by the director of parks and recreation or their designee.

(2) *Tree protection during construction.* During construction, the following limitations shall be observed in order to protect all protected trees that are not going to be removed:

a. *Prior to construction.*

i. *Tree flagging.* All protected trees or groups of trees to be saved on the subject property shall be flagged with bright, fluorescent, orange vinyl tape wrapped around the main trunk at a height of four feet or more such that the tape is visible to workers operating construction equipment. Such fencing shall be placed beneath the dripline/canopy edge to prevent all possible access or intrusion by construction equipment. Fencing shall be supported at a maximum of six-foot intervals by 4-stakes or by other approved methods. Single-incident access for the purposes of clearing underbrush with handheld equipment is allowed. A tag with an assigned reference number shall be located on each

protected tree for future identification. It shall be the responsibility of the property owner and/or developer to ensure that such fencing and reference tags remain as required during the construction process.

ii. *Protective fencing.* Protective fencing around the critical root zone shall be required in the area of intended construction or grading.

iii. *Bark protection.* In situations where a protected tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree with two-inch by four-inch lumber encircled with wire or other means that do not damage the tree. The intent is to protect the bark of the tree against contact by large construction equipment.

b. *Permanent construction methods.*

i. *Boring.* Boring of utilities under protected trees may be required in certain circumstances. When required, the length of the bore shall be the width of the critical root zone at a minimum and shall be a minimum depth of 48 inches.

ii. *Trenching.* All trenching where possible shall be designed to avoid trenching across the critical root zone of any protected tree. This shall not inhibit the placement of necessary underground services such as water, sanitary sewer, storm sewer, electric, telephone, or gas.

iii. *Root pruning.* All roots two inches or larger in diameter that are exposed as a result of trenching or other excavation shall be cut off square with a sharp medium-tooth saw and covered with pruning compound within two hours of initial exposure.

c. *Issuance of permit; conditions.* No building permit or grading permit shall be issued unless the applicant signs an application or permit that states that all construction activities have met the requirements of this subsection. The building official shall make available to the applicant a copy of this subsection.

(3) *Prohibited activities.* The following activities shall be prohibited within the limits of the critical root zone of any protected tree:

i. *Material storage.* No materials intended for use in construction, or soil and waste materials accumulated due to excavation or demolition, shall be placed within the limits of the critical root zone of any protected tree.

ii. *Equipment cleaning; liquid disposal.* No liquid used to clean equipment (other than water) shall be deposited or allowed to flow overland within the limits of the critical root zone of a protected tree. Materials removed by cleaning, such as paint, oil, solvents, asphalt, concrete, mortar, or similar materials, shall not be deposited or allowed to flow within the limits of the critical root zone of a protected tree.

iii. *Tree attachments.* No signs, wires, or other attachments, other than those of a protective nature, shall be attached to any protected tree.

iv. *Vehicular traffic.* No vehicular and/or construction equipment traffic or parking shall take place within the limits of the critical root zone of any protected tree other than on an existing pavement. This subsection does not apply to occasional access within a critical root zone for purposes of clearing

underbrush, establishing the building pad and associated lot grading, vehicular traffic necessary for routine utility maintenance or emergency restoration of utility service, or routine mowing operations.

v. *Grade changes.* No grade changes (cut or fill) shall be allowed within the limits of the critical root zone of any protected tree unless adequate construction methods are approved by the director of planning.

vi. *Impervious paving.* Unless otherwise approved where no other option is available, no paving with asphalt, concrete, or other impervious materials in a manner that may reasonably be expected to kill a tree shall be placed within the limits of the critical root zone of a protected tree.

(4) *Replacement of protected trees.* Protected trees removed pursuant to an approved tree removal permit and associated tree survey and preservation plan shall be replaced according to the following requirements:

a. *Plan submittal.* At the discretion of the director, applicants submitting a tree removal permit application not associated with development plans may be required to submit a final or preliminary landscape plan and elevation renderings, depending on the scope of activity involved and the sensitivity of the location or the perceived value of any relative stand of trees in the permit request.

b. *Amount of replacement trees required.* For each caliper inch removed, protected trees must be replaced at the following ratio: each caliper inch removed will be replaced with one caliper inch. Replacement trees must be a minimum of four-inch caliper.

c. *Replacement restriction.* Any required replacement tree shall be planted such that the mature canopy of the tree will not interfere with overhead utility lines.

d. *Landscaping plans.* Trees required to be added per the landscaping requirements in section 77-504 shall not be considered as replacement trees. Trees used as replacement trees must be clearly indicated as such on the landscaping plan.

e. *Credit for saved trees.* For every one-caliper inch that is saved, the developer shall receive a credit of one-caliper inch that does not have to be replaced.

f. *Replacement trees planted off site.* Replacement trees may be planted off site in areas or locations approved by the director or city council upon recommendation from the planning and zoning commission and may be planted:

i. Within a specified city-designated park or other city-owned property or facility;

ii. Within a specified private open space (i.e. private park, preserve, or similar property that is open for public use); or

iii. Within a specified public right-of-way median.

g. *Tree mitigation fees.* In lieu of planting replacement trees, the director or city council, upon recommendation from the planning and zoning commission, may approve a request to pay tree mitigation fees. The city council has the authority to waive or reduce mitigation fees as they see fit:

i. The director shall assess tree mitigation fees paid in lieu of replacement tree planting during submission and review of a tree survey and preservation plan and/or tree removal permit application. Fees shall be collected prior to issuance of a tree removal permit and deposited into the reforestation fund.

ii. The director shall determine the monetary value of a replacement tree by contacting landscape companies, plant nurseries, or garden centers for the price of a four-inch caliper tree installed, then averaging that cost to determine the mean cost of a four-inch tree; and then dividing by four to determine the mean cost of a one-inch tree installed. The mean cost of a one-inch tree installed is then multiplied by the required number of replacement tree inches proposed for fee payment in lieu of planting. Said formula is represented as follows:

((A+B+C+D)/4)/4 * X = Replacement Tree Escrow Fee where A, B, C, and D represent the installed cost of a four-inch tree from four sources, and where X represents the required number of replacement tree inches.

(5) *Tree pruning restrictions.*

a. *Generally.* No protected tree shall be pruned in such a manner that significantly disfigures the tree or in a manner that would reasonably lead to the death of a tree, except where such pruning is necessary for safety and function of utilities.

b. *Pruning standards.* All pruning shall be in accordance with the National Arborist Association Standards for Pruning of Canopy Trees.

(6) *Maintenance or replacement.* If any of the trees proposed for protection or trees planted as a part of this section should die within a period of one year after completion of the activities associated with construction, the owner of the property shall replace the trees within six months at a ratio of one-to-one with an approved tree.

(7) In the event of a conflict or inconsistency with the provisions of this section and any other provision in the Code of Ordinances, this section shall prevail.

(8) *Violations.* A violation of this section, including but not limited to illegal or unauthorized tree removal, is a zoning and land use violation and shall be subject to the fines and penalties thereof.

(f) *Incentive for additional tree protection.* Applicants are encouraged to save as much existing vegetation and tree cover on a development site as possible. A reduction in the number of required parking spaces may be granted for preservation of additional tree cover beyond that required by this section, so that the reduction in the amount of required pavement can help preserve existing healthy trees in an undisturbed, natural condition. The amount of reduction can be determined only after taking into consideration any unique site conditions and the impact of the reduction on parking needs for the use. The reduction of parking shall only occur where the trees being protected are within the parking area. The maximum reduction in parking under this section shall not exceed 20 percent.

I. *Alternative landscape plan.*

1. *Purpose and intent.* An alternative landscape plan (ALP) is intended to promote the preservation and incorporation of existing native vegetation or specimen trees, or for the innovative use of plant material and improved site design.

2. *Applicability.* Any development plan application may be eligible to apply for an ALP.

(a) *Design principles.* To qualify for consideration an application for an ALP shall demonstrate compliance with the following principles:

(1) Innovative use of plant materials and design techniques in response to unique characteristics of the specific site.

(2) Preservation and/or incorporation of existing native vegetation.

(3) Use of a variety of plant material in excess of minimum requirements.

(4) Incorporation of naturalistic design principles, such as variations in topography, meandering or curvilinear plantings, and grouping of dominant plant materials in a manner consistent with existing native vegetation.

(5) Integration of landscaping with on-site pedestrian facilities as well as potential connections to existing or proposed adjacent pedestrian facilities.

(6) Use of additional shade trees to create a greater canopy effect.

(7) A greater degree of compatibility with surrounding uses than a standard landscape plan would offer, provided the resulting landscape conforms to the design principles and guidelines of this section.

(8) Use of water-efficient irrigation systems and xeriscaping at appropriate locations.

(9) Incorporation of specific environmental attributes such as soil, hydrology, and vegetative communities unique to the site, and which are compatible with environmental features on-site and on adjacent properties.

(b) *Allowable modifications to standards.* The standards that can be modified through the use of an ALP are listed below. Any standard not listed herein shall not be eligible to be modified through an ALP.

(1) Perimeter buffer landscape requirements; trees and shrubs;

(2) Perimeter buffer landscape requirements, ROW buffer width;

(3) Perimeter buffer landscape requirements, compatibility buffer standards;

(4) Perimeter buffer landscape requirements, incompatibility buffer standards;

(5) Single-family residential development requirements, landscape buffer;

(6) Single-family residential development requirements, entryway areas;

(7) Single-family residential development requirements, masonry wall requirements;

(8) Dumpster and trash compactor screening.

3. *Application requirements.* An application for an ALP shall be in a form established by the director of planning or his/her designee, and shall include a narrative and any necessary supporting documentation that clearly details and demonstrates compliance with this section.

4. *Approval.* ALPs must be submitted in conjunction with a development plan application subject to the following requirements:

(a) *Required findings.* An ALP shall only be approved upon finding that:

(1) There are unique characteristics of the property, site design or use that warrant special consideration to modify or deviate from the requirements of this section and that these characteristics are not self-created.

(2) The ALP meets or exceeds the minimum requirements of this section, while recognizing the unusual site design or use restraints on the property.

(3) Approval of the ALP will provide for both increased consistency and compatibility with adjacent projects located in the general vicinity of the property.

(4) The ALP conforms to the requirements of this section and no modifications are requested except those explicitly provided in subsection 77-504I.2(b).

(b) *Approval process.* The planning and zoning commission may approve an ALP, provided the subject property is less than one gross acre and the total right-of-way frontage is less than 250 feet. If the subject property is at least one gross acre or the total right-of-way frontage is greater than 250 feet, then an ALP may be allowed by recommendation of the planning and zoning commission and approval of the city council.

(c) *Appeals.* The decision of the planning and zoning commission to approve, approve with conditions, or deny an alternative landscape plan may be appealed to the city council. An appeal shall be filed in writing with the director of planning not more than 20 days after the rendering of the decision or action taken by the planning and zoning commission. The city council shall vote by simple majority vote of those members present at the meeting to either approve or deny the appeal, which decision shall be final and binding.

J. *Approved plant list.* The following is a list of plants and trees recommended for required landscape areas. Plants and trees marked with an asterisk require lower water needs.

TABLE 5.4-7 GRASSES (TURF)	
Common Name	Botanical Name
Bermuda Grass	Cynodon dactylon
Big Blue Stem	Andropogon gerardii
Blue gamma*	Bouteloua gracilis
Buffalo Grass*	Buchloe dactyloides
Eastern gamma grass	Tripsacum dactyloides
Green, Sprangletop	Leptochloa dubia
Indian Grass	Sorghastrum nutans
Little Blue Stem	Schizachyrium scoparium
Muhly Deer	Muhlenbergia lindheimer
Muhly Seep	Muhlenbergia reverchonii
Prairie Dropseed	Sporobolus heterolepis
Prairie Wild Rye	Elymus canadensis
St. Augustine	Stenotaphrum secundatum
Zoysia Grass	Zoysia sp.

TABLE 5.4-8 GRASSES (ORNAMENTAL)	
Common Name	Botanical Name
Big Bluestem*	Andropogon geradii
Muhly Grass*	Muehlenbergia lindheimeri
Pampas Grass*	Cortaderia selloana
Sideoats gramma*	Boutelowa curtipendula
Silver Bluestem*	B. laguroides

Spithead Bluestem*	Andropogon ternarius
Switchgrass*	Panicum virgatum

TABLE 5.4-9 GROUNDCOVERS	
Common Name	Botanical Name
Ajuga	Ajuga reptans
Asiatic Jasmine	Trachelospermum asiaticum
Avens White*	Geum Canadense
English Ivy	Hedera helix
Frogfruit*	Phyla nodiflora
Horseherb*	Calyptocarpus vialis
Liriope	Liriope muscari
Monkey Grass*	Ophiopogon japonicus
Mountain Pea*	Leguminosae
Pigeonberry*	Rivina humilis
Santolina*	Santolina sp.
Snake Herb*	Dyschoriste linearis
Trailing Juniper*	Juniperus sp.
Vinca	Vinca major
Water Clover	Marsilea macropoda
Wintercreeper Euonymous	Euonymous fortunei
Wood Violet*	Viola sp.
Woody Stemodia	Stemodia lanata

TABLE 5.4-10 VINES	
Common Name	Botanical Name
Alerian Ivy	Hedera canariensis
Boston Ivy	Parthenocissus tricuspidata
Carolina Jessamine	Gelsemium sempervirens
Clematis	Clematis sp.
Confederate Jasmine	Trachelospermum jasminoides
Coral Honeysuckle	Lonicera sempervirens
Coralvine*	Antigonon leptopus
Crossvine	Bignonia capreolata
English Ivy	Hedera helix
Fig Ivy	Ficus pumila (repens)
Ground Ivy*	Glechoma hederacea
Lady Banksia Rose*	Rosa banksia
Silverlace Vine	Polygonum aubertii
Trumpet vine	Campsis radicans
Virginia Creeper	Parthenocissus
Wisteria*	Wisteria sp.

TABLE 5.4-11 DWARF SHRUBS (1 to 3 feet)	
Common Name	Botanical Name
Coral Berry*	Symphoricarpos orbiculatus
Dwarf Burford Holly*	Ilex cornuta rotunda burfordii
Dwarf Chinese Holly*	Ilex cornuta rotunda
Dwarf Pittosporum*	Pittosporum tobira wheeleri
Dwarf Yaupon Holly*	Ilex vomitoria nana
Nandina: Harbour Dwarf, Gulf Stream, nana*	Nandina sp.
Red Yucca*	Hesperaloe parvifolia
Rosemary	Rosmarinus officinalis
Sacahuista	Nolina texana
Yucca	Yucca sp.

TABLE 5.4-12 SMALL SHRUBS (3 to 5 feet)	
Common Name	Botanical Name
American Beautyberry	Callicarpa americana
Aromatic Sumac*	Rhus aromatica
Black Dalea	Dalea frutescens
Bridal Wreath Spirea	Spirea cantoniensis
China Rose	Rosa chinensis
Damianita	Compositae chrysactinia mexicana
Desert Spoon	Dasylirion wheeleri
Drawf Burning Bush*	Euonymus alata "Compacta"
Dwarf Burford Holly*	Ilex cornuta rotunda burfordii
Dwarf Yaupon Holly*	Ilex vomitoria "Nana"
Edward Goucher Abelia	Abelia goucher
Flame Anisacanthus	Anisacanthus q. wrightii
Flowering Quince	Chaenomeles japonica
Glossy Abelia	Abelia grandiflora
Grayleaf Cotoneaster	Cotoneaster glaucophylla
Indian hawthorne	Raphiolepsis indica
Japanese Boxwood*	Buxus japonica
Juniper*	Juniperus sp.
Knockout Rose	Rosa "Radcon"
Leatherleaf mahonia*	Mahonia bealeii
Miniature Crepe Myrtle*	Lagerstroemia indica
Nandina compact*	Nandina domestica compacta
Nolina, Lindheimer*	Nolina lindheimeri
Nolina, Texas*	Nolina texana

Red Barberry*	Berberis thunbergii atropurpurea
Skeleton-Leaf Goldeneye*	Viguiera stenoloba

TABLE 5.4-13 MEDIUM SHRUBS (6 to 9 feet)	
Common Name	Botanical Name
Agarita*	Mahonia trifoliata
Althea	Hibiscus syriacus
American Beautyberry*	Callicarpa americana
Apache Plum	Fallugia paradoxa
Aromatic Sumac*	Rhus aromatica
Bridal Wreath Spirea*	Spiraea spp.
Burford Holly*	Ilex cornuta burfordii
Chinese Horned Holly	Ilex cornuta
Dwarf Burning Bush*	Euonymus alata "Compacta"
Dwarf Crepe Myrtle*	Lagerstroemia indica
Dwarf Wax Myrtle*	Myrica pusilla
Eleagnus	Eleagnus fruitlandi
Forsythia	Forsythia intermedia spectabilis
Fraser Photinia	Photinia x fraseri
Glossy Abelia	Abelia grandiflora
Green Pittosporum	Pittosporum tobira
Indian Hawthorne	Raphiolepsis indica
Italian Jasmine	Jasminum humile
Juniper*	Juniperus sp.
Nandina*	Nandina domestica
Pomegranate*	Punica granatum
Smooth Sumac*	Rhus glabra
Texas Sage*	Leucophyllum sp.
Variegated Pittosporum*	Pittosporum tobira variegata
Winter Honeysuckle	Lonicera fragrantissima

TABLE 5.4-14 ORNAMENTAL TREES (10 to 35 feet)	
Common Name	Botanical Name
American Holly*	Ilex opaca
American Smoke Tree	Cotinus obovatus
Aristocrat Pear	Pyrus calleryana "Aristocrat"
Arizona Cypress	Cupressus arizonica
Birds of Paradise*	Caesalpinia gilliesii
Buckeye, Mexican*	Ungnadia speciosa
Buckeye, Red*	Aesculus pavia
Buckeye, Texas*	Aesculus arguta

Carolina Buckthorn*	Rhamnus caroliniana
Cherry Laurel	Prunus caroliniana
Chinese Photinia	Photinia serrulata
Chinese Pistache	Pistacia chinensis
Crape Myrtle	Lagerstroemia indica
Desert Willow*	Chilopsis linearis
Eastern Red Cedar	Juniperus virginiana
Eve's Necklace	Sophora affinis
Flameleaf Sumac	Rhus lanceolata
Goldenball Lead Tree	Leucaena retusa
Goldenrain Tree	Koelreuteria paniculata
Hawthorne*	Crataegus spp.
Hollywood Juniper*	Juniperus chinensis "Torulosa"
Japanese Black Pine	Pinus thunbergi
Japanese Persimmon*	Diospyros kaki
Juniper, Blue Point*	Juniperus chinensis "Blue Point"
Juniper, Wichita Blue*	Juniperus scopulorum "Wichita"
Magnolia "Little Gem"	Magnolia "Little Gem"
Maple, shantung	Acer trucatum
Mexican Plum*	Prunus mexicana
Panicled Golden Raintree	Koelreuteria paniculata
Pomegranate*	Punica granatum
Possumhaw*	Ilex decidua
Redbud*	Cercis sp.
Russian Olive*	Eleagnus angustifolia
Rusty Blackhaw	Viburnum rufidulum
Savannah Holly	Ilex x attenuata "Savannah"
Texas Persimmon	Diospyros texana
Texas Pistache	Pistacia texana
Vitex*	Vitex agnus-castus
Wax Myrtle	Myrica cerifera
Yaupon Holly*	Ilex vomitoria

TABLE 5.4-15 CANOPY TREES (above 35 feet)	
Common Name	Botanical Name
American Elm*	Ulmus americana
Arizona Cypress*	Cupressus arizonica
Bald Cypress	Taxodium distichum
Bigelow Oak*	Quercus sinuata var. breviloba
Black Locust	Robinia pseudoacacia
Bur Oak*	Quercus macrocarpa
Caddo Maple*	Acer saccharum var. caddo
Cedar Elm*	Ulmus crassifolia

Chinquapin Oak	Quercus muhlenbergii
Deodar Cedar	Cedrus deodora
Durrand Oak*	Quercus sinuata var. sinuata
Lace Bark Elm	Ulmus parvifolia
Lacey Oak*	Quercus glaucoides
Live Oak	Quercus virginiana
Magnolia, Southern	Magnolia grandiflora
Maple, Bigtooth	Acer saccharum "Caddo"
Pecan	Carya illinoensis
Persimmon, common	Diospyros virginiana
Pine, Afghan, Mondell or Eldarica*	Pinus eldarica
Pistachio, chinese	Pistacia chinensis
Shumard Red Oak*	Quercus shumardii
Texas Ash*	Fraxinus texensis
Texas Red Oak*	Quercus texana
Thornless Honey Locust*	Gleditsia triacanthos
Western Soapberry*	Sapindus drummondii

(Ord. No. 025-06, § 1(Exh. A), 6-6-2006; Ord. No. 012-08, §§ 3—9, 16, 17, 4-1-2008; Ord. No. 019-08, § 3, 7-15-2008; Ord. No. 016-09, § 11, 6-2-2009; Ord. No. 033-09, § 1, 10-20-2009; Ord. No. 018-11, § 1, 8-16-2011; Ord. No. 001-12, § 3, 1-3-2012; Ord. No. 013-13, § 11, 5-21-2013; Ord. No. 025-15, §§ 1—4, 7-7-2015)

EXHIBIT 2

Chapter 98 VEGETATION[1]

ARTICLE I. IN GENERAL

Secs. 98-1—98-30. Reserved.

ARTICLE II. TREES

DIVISION 1. GENERALLY

Secs. 98-31—98-50. Reserved.

DIVISION 2. CONSERVATION

Subdivision I. In General

Sec. 98-51. Purpose and intent of division.

The purpose of this division is to encourage the preservation of mature tress which once removed can be replaced only after generations, to preserve protected trees during construction and to control the removal of protected trees when necessary. It is the intent of this division to achieve the following:

(1) Prohibit the indiscriminate clearing of property.

(2) Protect and increase the value of residential and commercial properties within the city.

(3) Maintain and enhance a positive image for the attraction of new business enterprises to the city.

(4) Protect healthy quality trees and promote the natural ecological environmental and aesthetic qualities of the city.

(5) Help provide needed shaded areas in order to provide relief from the heat by reducing the ambient temperature.

(Code 1982, § 9-17-1; Ord. No. 7-6-99C, § 1, 7-6-1999)

[1]Cross reference(s)—Environment, ch. 22; weeds, wild growth and other unwholesome, unsightly or dangerous conditions, § 22-121 et seq.; parks and recreation, ch. 42; streets, sidewalks and other public ways, ch. 54; buildings and building regulations, ch. 78; manufactured homes and parks, ch. 86; subdivisions, ch. 94; protection of trees, plants, shrubbery, etc., pt. III, § W.4.7.

Sec. 98-52. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Critical root zone means the area of undisturbed natural soil around a tree defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the drip line.

DBH (diameter-at-breast-height (caliper)) means tree trunk diameter measured in inches at a height of four and one-half feet above the ground. If a tree splits into multiple trunks below four and one-half feet, the tree shall be measured in two places, the narrowest point beneath the split and one-half the sum of the calipers of the trunks immediately above the split. Whichever is the greater measurement is to be the measurement applied. If there is no single trunk above ground level to measure, the measurement shall be the sum of the main trunk, plus one-half of all other branches of the calipers of the various trunks at breast height.

Drip line means a vertical line run through the outermost portion of the canopy of a tree and extending to the ground.

Governmental entity means the city, independent school districts, state and county property; property owned by the United States of America or other federal agencies. Examples of this would include city hall, public parks, Corps of Engineers property, state R.O.W., library, fire stations, water tower sites or similar properties.

Multi-trunk tree means a tree with more than one trunk arising at or near the ground.

Protective fencing means snow fencing, chain link fence, barbed wire fence, orange vinyl construction fencing or other similar fencing with a four foot approximate height.

Replacement tree means a self-supporting woody perennial plant listed on the Approved Replacement Trees (Appendix "B") grouping at the end of the ordinance; a single tree, or multiple trees, at least four-inch caliper each, when added together equals one and one-half times the DBH measurement of the protected tree removed, measured 12 inches above the root ball per current Texas Nurserymen's Association specifications, as amended, as approved by the director of planning and community development and or the director's designee. Trees in any proposed street or alley right-of-way shall be replaced when added together at one-half of the diameter of the trees removed.

Tree, protected means a tree the trunk of which has a DBH of eight inches (approximate 25-inch circumference), that is not one of the following trees: Tree of Heaven, Mimosa or Silktree, Sugarberry, Horseapple/Bois D'Arc, Chinaberry, Black Willow, Chinese Tallow, Siberian Elm, Cotton Wood, Hackberry (11-inch DBH or smaller), Lotus (Buckthorn Family).

Tree valuation means as established by the National Arborist Association per the Tree Valuation Schedule (appendix C) which is on file in the city secretary's office and made a part of this division by reference.

(Code 1982, § 9-17-2; Ord. No. 7-6-99C, § 1, 7-6-1999; Ord. No. 10-21-03B, § 1, 10-21-2003)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 98-53. Enforcement of division provisions.

(a) Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this division shall be deemed guilty of a misdemeanor and upon conviction hereof shall be fined a penalty of a sum not to exceed $500.00 for each offense and a separate offense shall be deemed for each tree removed. The unlawful destruction or removal of each protected tree shall be considered a separate offense and each offense subjects the violator to the maximum penalty of $500.00 per tree for each day that the tree is not replaced.

(b) No acceptance of public improvements shall be authorized until all fines for violations of this division have been paid to the city.

(c) No certificate of occupancy (CO) shall be issued until all fines for violations of this division have been paid to the city.

(Code 1982, § 9-17-10; Ord. No. 7-6-99C, § 1, 7-6-1999)

Secs. 98-54—98-70. Reserved.

Subdivision II. Administration[2]

Sec. 98-71. Director of planning and community development to establish procedures.

The director of planning and community development or his/her designee shall establish administrative procedures necessary to facilitate the implementation of this section.

(Code 1982, § 9-17-7.1; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-72. Tree removal permit.

An application for tree removal and site clearing permit must be submitted and approved prior to the removal of any protected tree in the city unless the tree is exempt under a provision of this division. (See appendix "A" which is on file in the city secretary office for an example of a permit.)

(Code 1982, § 9-17-7.1(A); Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-73. Fees.

All tree removal permits shall be accompanied by a check made payable to the city in the amount specified by the city council.

(Code 1982, § 9-17-7.1(B); Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-74. Tree location map.

All requests for tree removal permits must be accompanied by a map showing at a minimum the requirements as listed in section 98-75. These requirements may be modified by director of planning and community development or his/her designee as needed to administer this division. Upon prior approval by the director of planning and community development or his/her designee, the map exhibit may be limited only to the applicable portion of the site.

(Code 1982, § 9-17-7.1(C); Ord. No. 7-6-99C, § 1, 7-6-1999)

[2]Cross reference(s)—Administration, ch. 2.

Sec. 98-75. Map requirements.

The location of all buildings, structures, pools and other improvements intended on the lot. Limits of construction line shown if applicable. Location of tree(s) to be removed is tied down with dimensions from two nearest property lines. Caliper and common name of tree to be removed. Any required replacement trees shown with caliper size and common name of tree.

(Code 1982, § 9-17-7.1(D); Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-76. Permit expiration.

Permits for tree removal issued in connection with a building permit or site plan shall be valid for the period of that building permit's or site plan's validity. Permit(s) for tree removal not issued in connection with a building permit or a site plan shall become void 180 days after the issue date on the permit.

(Code 1982, § 9-17-7.1(E); Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-77. Action on permit application.

The director of planning and community development or his/her designee, [or] the planning and zoning commission shall deny a tree removal permit if it is determined that:

(1) Removal of the tree is not reasonably required in order to conduct anticipated activities; or

(2) A reasonable accommodation can be made to preserve the tree.

(3) The purpose and intent of this division is not being met by the applicant.

(Code 1982, § 9-17-7.2; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-78. Authority for review.

The director of planning and community development or his/her designee shall be responsible for the review and approval of all requests for tree removal permits and tree replacement plans submitted in accordance with the requirements specified herein.

(Code 1982, § 9-17-6.1; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-79. Deferral.

The director of planning and community development shall be allowed to consider variances to the tree removal permit and tree replacement plan where literal enforcement would result in creation of an unnecessary hardship on impractical application of the plan considering the physical characteristics of the lot or parcel of land in question, except that any variance request for the removal of three protected trees or more, shall be deferred directly to the planning and zoning commission.

(Code 1982, § 9-17-6.2; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-80. Appeals.

Any decision made by the director of planning and community development or his/her designee may be appealed directly to the planning and zoning commission. All decisions made by the commission shall be final.

(Code 1982, § 9-17-6.3; Ord. No. 7-6-99C, § 1, 7-6-1999)

Secs. 98-81—98-100. Reserved.

Subdivision III. Inventory Requirements

Sec. 98-101. Development plats and site plan requirements.

All development plats and site plans shall include a tree survey. The tree survey shall include the elevation of the trees, range of height and caliper of the trees, the predominant species within an area, and the general appearance of the trees with regard to health. Individual trees which are healthy and have a DBH of eight inches or greater or which are otherwise noteworthy because of species, age, size, or rarity shall be specifically located, as well as the protected trees that are proposed for removal through the permit process. The director of planning and community development shall determine where the tree survey shall be submitted. Any tree plan or survey which shows that protected trees will be removed, shall be accompanied by a tree removal application and a plan for replacement pursuant the tree replacement definition. The burden shall be upon the applicant to show the necessity for all trees being removed.

(Code 1982, § 9-17-3.1; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-102. Pre-clearing conference.

(a) After final plat approval, including amended plats, replats or site plans, but prior to any clearing or grading, a tree protection management conference shall take place to review procedures for protection and management of all tree protection elements.

(b) Field inspections—Prior to the approval of removal of any trees, the applicant shall mark all tress to be preserved and notify the city of the marking. The city shall inspect and verify the marking not to exceed a two week period.

(c) Prior to the commencement of grading, all tree markings, protective fencing as described within this division, must be installed by the developer and must be inspected by the city.

(d) A stop-work order may be issued by the city at any time if the tree preservation requirements within this division are not being met. Efforts will be made to allow a developer or builder to comply before the project is shut down.

(e) Within two weeks of notification by the public works department that final acceptance of the subdivision is imminent, a final inspection of the tree preservation methods must be performed.

(Code 1982, § 9-17-3.2; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-103. What to protect; permit removal required.

No person, directly or indirectly, shall cut down, destroy, remove or move, or effectively destroy through damaging, any protected tree situated on property regulated by this division without first obtaining a tree-removal permit unless otherwise specified in this division, except as follows:

(1) Right-of-way owned or leased by a governmental entity as of the effective date of this division.

(2) Property owned or leased by a public utility excluding property used for administration offices or functions.

(Code 1982, § 9-17-4; Ord. No. 7-6-99C, § 1, 7-6-1999)

Secs. 98-104—98-120. Reserved.

Subdivision IV. Activities Covered/Who Must Comply

Sec. 98-121. New developments.

All developments for which building permits have yet to be issued as of the effective date of this division shall be subject to the requirements for tree protection and replacement specified herein.

(Code 1982, § 9-17-5.1; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-122. Private property.

(a) *Agricultural.* Property zoned agricultural and being actively used for agricultural purposes shall be exempt from the requirements specified herein.

(b) *Homeowners.* The owner of a residence of two acres or less who uses the residence as his homestead shall be exempt from the tree protection and replacement requirements of this division as it pertains to that residential property.

(c) *Builders/contractors.* All builders who have not submitted a request for a building permit as of the effective date of this division are subject to the requirements herein.

(Code 1982, § 9-17-5.2; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-123. Exceptions.

A tree removal permit and tree protection and replacement requirements shall not be required under any of the following circumstances:

(1) *Damaged/diseased trees.* The tree is dead, diseased, damaged beyond the point of recovery, in danger of falling, or endangers the public health, welfare or safety as determined by the director of planning and community development or his/her designee.

(2) *Utility service interruption.* The tree has disrupted a public utility service due to a tornado, storm, flood or other act of God. Removal shall be limited to the portion of the tree reasonably necessary to reestablish and maintain reliable utility service.

(3) *Business interests.* The following business ventures shall be exempt from the requirements specified herein as follows:

a. *Landscape nursery.* All licensed plant or tree nurseries shall be exempt from the tree protection and replacement requirements and from the tree removal permit requirements only in relation to those trees planted and growing on the premises which are so planted and growing for the sale to the general public.

b. *Golf course.* Golf courses shall be exempt from the tree protection and replacement requirements and from the tree removal permit requirements for removal of protected trees within areas designated as tee boxes, fairways or greens. All other areas shall be subject to these requirements.

(Code 1982, § 9-17-5.3; Ord. No. 7-6-99C, § 1, 7-6-1999)

Secs. 98-124—98-140. Reserved.

Subdivision V. Regulations

Sec. 98-141. Tree replacement requirements.

(a) *Generally.* If it is necessary to remove a protected tree, the applicant shall be required to replace the protected tree being removed with an approved replacement tree.

(b) *Replacement restriction.* Any required replacement tree shall not be planted within an area such that the mature canopy of the tree will interfere with overhead utility lines, or that the mature root zone of the tree interferes with underground public utility lines.

(c) *Landscaping plans.* Trees required to be added per the landscaping requirements in the subdivision requirements in chapter 94 or in the zoning regulations in chapter 102 or by virtue of deed restrictions shall not be considered as replacement trees.

(d) *Credit for saved trees.* Credit is granted for a protected tree being saved only when it is clearly demonstrated by the applicant that a building pad, driveway aisle, parking lot, street or other improvement has been modified to preserve a protected tree. For every protected tree that is saved, the developer shall receive a credit of two caliper inches that do not have to be replaced. That is, if a lot has 100 protected trees and the developer saves 50 protected trees, they shall receive a credit of 100 caliper inches that do not have to be replaced. The exception shall be designated floodplain areas.

(e) *Protected tree mitigation.* As set forth in this article, a protected tree shall be replaced with a replacement tree or trees. In lieu thereof, a replacement tree escrow fee may be paid. The following protected tree mitigation options are available:

(1) Planted on the same site (subject property) as the removed protected tree;

(2) Planted within a specified city designated park or other city-owned property/facility;

(3) Planted within a specified private open space (i.e. private park, preserve, or similar property that is open for public use);

(4) Planted within a specified public right-of-way median; or

(5) Pay a fee in lieu of planting a replacement tree.

A specified planting area shall be recommended by the city plan review committee (PRC), then forwarded to the city tree board for consensus, and approved by the director of planning and community development or his designee.

(f) *Replacement tree escrow fee.* In lieu of planting a replacement tree, a monetary value (escrow fee) for required replacement tree inches shall be assessed and paid by the property owner prior to issuance of a building permit for site improvements, infrastructure construction, or other work on the subject property. The monetary value of a replacement tree, as outlined herein, shall be calculated on the average market cost of trees within the Dallas metro area as recommended by the International Society of Arboriculture (ISA).

The city forester shall determine the monetary value of a replacement tree by contacting landscape companies, plant nurseries, or garden centers for the price of a three-inch caliper tree installed, then averaging that cost to determine the mean cost of a three-inch tree; and then dividing by three to determine the mean cost of a one-inch tree installed. The mean cost of a one-inch tree installed is then multiplied by the required number of replacement tree inches proposed for fee payment in lieu of planting. Said formula is represented as follows:

((A+B+C)/3)/3 * X = Replacement Tree Escrow Fee

Where A, B and C represent the installed cost of a three inch tree from three sources, and where X represents the required number of replacement tree inches.

(g) *Reforestation fund.* The director of planning and community development or his designee shall assess escrow fees paid in lieu of replacement tree planting during submission and review of a tree survey/preservation plan and/or tree removal permit application. Fees shall be collected prior to issuance of a building permit, and deposited into the reforestation fund, which is maintained by the parks and recreation department.

(Code 1982, § 9-17-7.3; Ord. No. 7-6-99C, § 1, 7-6-1999; Ord. No. 8-20-02B, § 1, 8-20-2002; Ord. No. 02-17-04H, § 1, 2-17-2004)

Sec. 98-142. Tree protection measures during construction.

A major purpose of this division is to protect all protected trees which are not required to be removed to allow approved construction to occur. The procedures in sections 98-143—98-145 are required in the situations noted; however, unique circumstances may be accommodated by the director of planning and community development or his/her designee.

(Code 1982, § 9-17-8; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-143. Prohibited activities.

The following activities shall be prohibited within the limits of the critical root zone of any protected tree subject to the requirements of this division:

(1) *Material storage.* No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the critical root zone of any protected tree.

(2) *Equipment cleaning/liquid disposal.* No equipment shall be cleaned or other liquids deposited or allowed to flow overland within the limits of the critical root zone of a protected tree. This would include paint, oil, solvents, asphalt, concrete, mortar or similar materials.

(3) *Tree attachments.* No signs, wires or other attachments, other than those of a protective nature shall be attached to any protected tree.

(4) *Vehicular traffic.* No vehicular and/or construction equipment traffic or parking shall take place within the limits of the critical root zone of any protected tree other than on an existing street pavement. This restriction does not apply to single incident access within a critical root zone for purposes of clearing underbrush, establishing the building pad and associated lot grading, vehicular traffic necessary for routine utility maintenance or emergency restoration of utility service or routine mowing operations.

(5) *Grade changes.* No grade changes (cut or fill) shall be allowed within the limits of the critical root zone of any protected tree unless adequate construction methods are approved by the director of planning and community development or his/her designee.

(6) *Impervious paving.* No paving with asphalt, concrete or other impervious materials in a manner which may reasonably be expected to kill a tree shall be placed within the limits of the critical root zone of a protected tree

(Code 1982, § 9-17-8.1; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-144. Prior to construction.

The following procedures shall be followed on all types of construction projects (i.e., residential subdivisions, commercial, multi-family manufacturing developments, residential builders and municipal/public):

(1) *Tree flagging.* All protected trees on the subject property within 40 feet of a construction area or surface improvements such as driveway, walks, etc., shall be flagged with bright fluorescent orange vinyl tape wrapped around the main trunk at a height of four feet or more such that the tape is very visible to workers operating construction equipment. This shall not include the flagging of all protected trees adjacent to R.O.W. within approved residential subdivisions during the construction of the roadway.

(2) *Open space flagging.* All trees or groups of trees within areas intended to be saved as open space shall be enclosed with fluorescent orange tape along all areas of possible access or intrusion by construction equipment. Tape shall be supported at a maximum of 25-foot intervals by wrapping trees or other approved methods. Single incident access for the purposes of clearing underbrush is allowed.

(3) *Protective fencing.* Protective fencing will be located at the drip lines of all protected trees that border the limits of construction. In situations where a protected tree is located within the immediate area of intended construction, protective fencing will be located at the drip line.

(4) *Bark protection.* In situations where a protected tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree with two-inch by four-inch lumber encircled with wire or other means that do not damage the tree. The intent here is to protect the bark of the tree against incidental contact by large construction equipment.

(Code 1982, § 9-17-8.2; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-145. Permanent construction methods.

(a) *Boring.* Boring of utilities under protected trees may be required in certain circumstances. When required, the length of the bore shall be the width of the critical root zone at a minimum and shall be a minimum depth of 48 inches.

(b) *Trenching.* All trenching where possible shall be designed to avoid trenching across the critical root zone of any protected tree. This shall not inhibit the placement of necessary underground services such as electric, telephone, gas, etc.

(c) *Root pruning.* It is recommended that all roots two inches or larger in diameter which are exposed as a result of trenching or other excavation be cut off square with a sharp medium tooth saw and covered with pruning compound within two hours of initial exposure.

(Code 1982, § 9-17-8.3; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-146. Maintenance after development.

If any of the trees required to be retained or trees planted as a part of this division should die within a period of one year after completion of the activities associated with construction, the owner of the property shall replace the trees within six months at a ratio of one-to-one with an approved identical size tree from the tree replacement list which is the same size as the tree removed.

(Code 1982, § 9-17-9; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-147. Issuance of permit; conditions.

No building permit shall be issued unless the applicant signs an application or permit request which states that all construction activities shall meet the requirements of this division. The chief building official shall make available to the applicant a copy of this division.

(Code 1982, § 9-17-11; Ord. No. 7-6-99C, § 1, 7-6-1999)

Sec. 98-148. Tree pruning restrictions.

(a) *Generally.* No protected tree shall be pruned in such a manner which significantly disfigures the tree or in a manner which would reasonably lead to the death of a tree, except where such pruning is necessary for safety and electrical reliability.

(b) *Permit requirements.* All utility companies shall be required to file in the office of the director of planning and community development or his/her designee a set of pruning specifications (updated annually) to be followed by all pruning contractors working for the company within the city. Prior to beginning any pruning not requested by the owner of the tree, the contractor shall submit to the city an application for a pruning permit for approval. Such permit shall be effective for a one year period. As allowed in section 98-123(2), utility companies may prune trees as necessary to re-establish disrupted utility service without obtaining a permit.

(c) *Pruning standards.* All pruning shall be in accordance with the National Arborist Association Standards for Pruning of Shade Trees which shall be on file in the office of the director of planning and community development.

(Code 1982, § 9-17-5.4; Ord. No. 7-6-99C, § 1, 7-6-1999)