
Live Stream at <https://www.burlesontx.com/watchlive>

City Hall Council Chambers, 141 W. Renfro, Burleson, TX 76028

The City Council will not discuss or take action on any public hearings, or items listed in Section 3 “Public Presentations”, Section 5 “Citizens Appearances”, or Section 7 “Development Applications”, prior to 5:30 p.m.

1. CALL TO ORDER

Invocation - Ron Williams, Pastor of Faith To Faith Ministries

Pledge of Allegiance to the US Flag

Texas Pledge:

Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible

2. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and give staff direction regarding regional transportation updates. (*Staff Presenter: Eric Oscarson, Director of Public Works*)

3. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

C. Community Interest Items

This is a standing item on the agenda of every regular meeting of the City Council. An “item of community interest” includes the following:

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
- Announcements involving imminent public health and safety threats to the city.

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance. Items to be added to the Consent Agenda require an official vote by the City Council.

5. **CITIZENS APPEARANCES**

Each person in attendance who desires to speak to the City Council on an item NOT posted on the agenda, shall speak during this section.

A speaker card must be filled out and turned in to the City Secretary prior to addressing the City Council. Each speaker will be allowed three (3) minutes.

Please note that City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who desires to speak to the City Council on an item posted on the agenda, shall speak when the item is called forward for consideration.

6. **CONSENT AGENDA**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the minutes from the December 12, 2022 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).
- B. Consider approval of a contract with Stolz Telecom for the purchase of nineteen (19) handheld Kenwood radios through a cooperative purchase agreement with BuyBoard in the amount not to exceed \$57,699.20. (*Staff Contact: Melvin McGuire, Captain*)
- C. Consider approval of an ordinance amending Article II “Fire Department” of Chapter 38 “Fire Prevention” of the City of Burleson Code of Ordinances by repealing and replacing Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department” setting forth that the fire department is no longer a volunteer fire department, that the fire prevention department is a division of the fire department, and that the fire marshal reports to the fire chief. (First Reading) (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)
- D. Consider approval of a contract with Simplot Turf and Horticulture to purchase fertilizer and chemicals used for maintaining Hidden Creek Golf Course through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$90,000. (*Staff Contact: Jen Basham, Director, Parks and Recreation*)
- E. Consider approval of a minute order ratifying the Burleson 4A Economic Development Corporation Board’s action taken on approval of a Chapter 380 Agreement between the Burleson 4A Economic Development Corporation and CHC Development for the development of 130 East Renfro Street, Burleson, Texas. (*Staff Contact: Alex Philips, Economic Development Director*)

- F. Consider approval of an interlocal agreement with the City of Denton for cooperative purchasing between the cities that will allow, among other cooperative purchases, utilization of an existing City of Denton contract for the maintenance and equipment repair of the City of Burleson's current outdoor warning system. *(Staff Contact: Josh Jacobs, Assistant Fire Chief)*
- G. Consider approval of an inter-local agreement for the Tri-County Auto Theft Task Force in partnership with the City of Mansfield, City of Burleson, City of Kennedale, City of Midlothian, City of Alvarado, and the Tarrant County Constable Precinct 7 and authorize the City Manager and the Chief of Police to execute the agreement. *(Staff Contact: Billy J. Cordell, Chief of Police)*
- H. Consider approval of an interlocal agreement with the cities of Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, Watauga, the Benbrook Library District and the Forest Hill Library District for library courier service. *(Staff Contact: Sara Miller, Deputy Director-Library)*
- I. Consider approval of resolution establishing the City Council's priorities for the 88th Legislative Session. *(Staff Contact: Justin Scharnhorst, Assistant to the City Manager)*
- J. Consider approval of a contract with Kraftsman through a cooperative purchasing agreement with buyboard in the amount of \$88,562.94 for the purchase and installation of three shade structures for the Outdoor Pool at the Burleson Recreation Center. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- K. Consider approval of a construction contract with G Rod Construction for the renovation of the Bartlett Park soccer fields in the amount not to exceed \$1,102,968.46. *(Staff Contact: Jen Basham, Parks and Recreation Director)*
- L. Consider approval of a resolution supporting grant funding from the Office of the Governor for renewal of the full-time victim assistant coordinator. *(Staff Contact: Billy J. Cordell, Chief of Police).*

7. DEVELOPMENT APPLICATIONS

- A. **QuikTrip at 449 E Renfro (Case 22-105):** Hold a public hearing and consider approval of an ordinance for a zoning change request from "PD", Planned Development, to "GR" General Retail with a SUP, Specific Use Permit, allowing "Automobile fuel sales" in specific plan area 1, "Spinks" of the IH35 Overlay district. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*
- B. **QuikTrip at 449 E Renfro (Case 22-106):** Hold a public hearing and consider approval of a site plan for QuikTrip with waivers to the IH35 parking setback, Section 5-51, Article V of Appendix C, IH35 Design Standards, and the minimum driveway spacing, Section 5.5 – Streets and Site Standards, Table 1 of the Engineering Design Manual. *(Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval of staff's recommendation by unanimous vote)*
- C. **QuikTrip at 449 E Renfro (Case 22-120):** Consider approval of a resolution for a variance to allow a pole sign; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

- D. **4139 S Burleson Blvd (Case 22-145):** Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "PD", Planned Development for a 4.13 acre site. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission motion for approval passed 7-0).*
- E. **McNairn Plaza at 826 SW Wilshire Blvd (Case 22-143):** Consider approval of a resolution for a sign variance to the setback of a pylon sign; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

8. **GENERAL**

- A. Consider an ordinance amending the City budget for fiscal year 2022-2023 by increasing appropriations in the Hotel Motel Fund in the amount of \$368,000 for Plaza Visitor Parking Lot and network infrastructure improvements, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. *(First and Final Reading) (Staff Presenter: Martin Avila, Director of Finance)*
- B. Consider approval of a construction contract with 2L Construction, LLC for reconstruction of the Plaza Visitor Parking Lot in the amount of \$437,487.30. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*
- C. Consider approval of a construction contract with JR West Texas Concrete, LLC for construction of the Neighborhood Street Reconstruction (W King, N Warren, & NE Johnson Ave) Project in an amount not to exceed \$1,800,476.52. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*
- D. Consider approval of a Funding Interlocal Agreement with Tarrant County for the Design and Construction of the Stone Rd. / Village Creek Parkway Widening Project in the amount of \$3,030,000. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*
- E. Consider approval of an Engineering Services Contract with Freese and Nichols Inc. for the design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in an amount not to exceed \$380,595. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*
- F. Consider approval of an ordinance amending the City of Burleson code of ordinances Chapters 2, 6, 10, 18, 44, 46, 62, and 86 amending the number of voting members and terms of members. *(First Reading) (Staff Presenter: Amanda Campos, City Secretary)*

9. **CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS**

10. **RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**

- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Manager
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Secretary
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Attorney
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
 - Project Workforce
 - Project Facelift
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

CERTIFICATE

I hereby certify that the above agenda was posted on this the **4th of January 2023, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
City Secretary



ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: January 9, 2023

SUBJECT:

Receive a report, hold a discussion, and give staff direction regarding regional transportation updates. *(Staff Presenter: Eric Oscarson, Director of Public Works)*

SUMMARY:

Over the last year, the city has been working to become more engaged in regional transportation discussions with multiple organizations. This update is intended to provide a recap of previous activities and provide updates on current initiatives.

STAFF CONTACT:

Eric Oscarson
Director of Public Works
Eoscarson@burlesontx.com
817-426-9837



REGIONAL TRANSPORTATION UPDATE

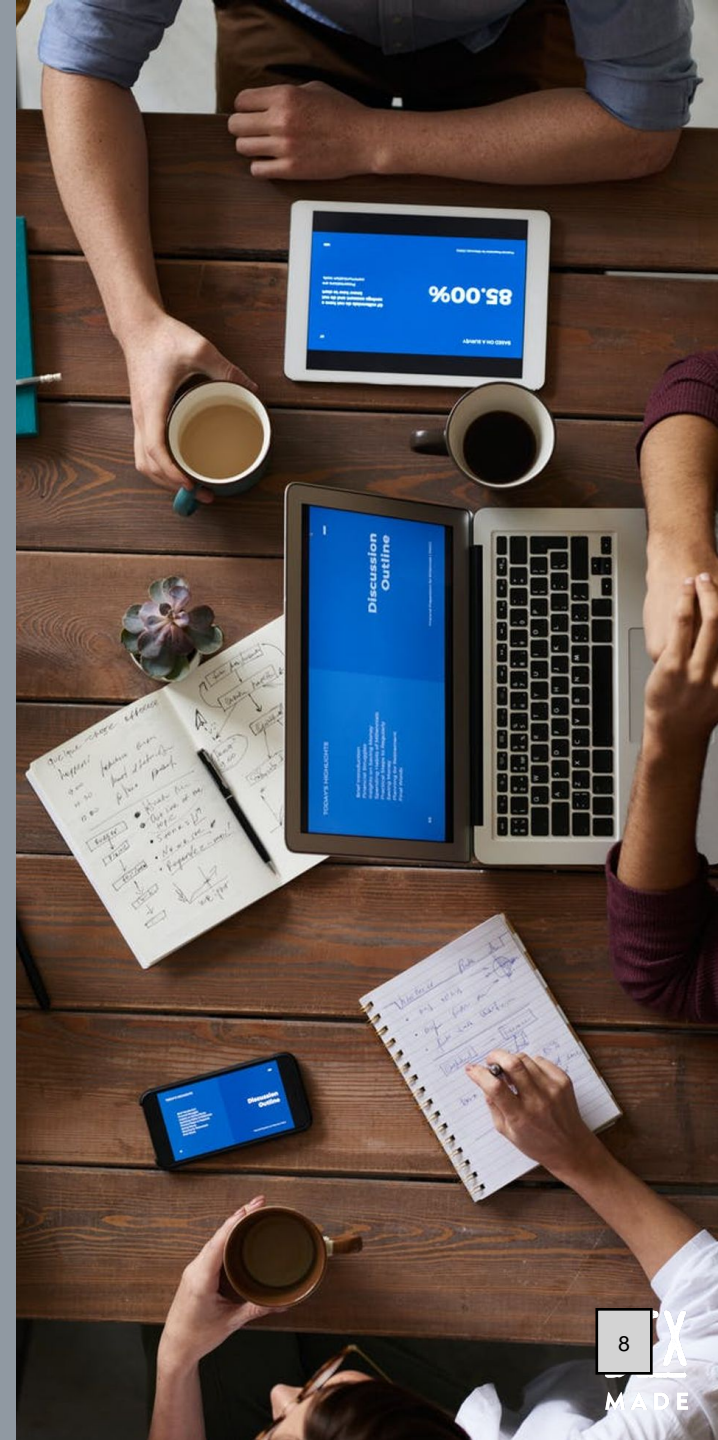
Eric Oscarson, Director of Public Works
January 9, 2023



BACKGROUND

FEBRUARY 2022

- Staff presented a regional transportation overview to Council.
- Reviewed North Central Texas Council of Governments (NCTCOG) and Tarrant Regional Transportation Coalition (TRTC).
- Reviewed the multiple sub committees of NCTCOG and their function.
- Discussed the need for participation in these organizations by City Council and Staff
- Staff recommended that Council appoint official representatives from the Council to participate in these organizations.
- Council directed staff to place an item on the agenda to do so, and to work to obtain official representation (membership) on the boards.



COUNCIL APPOINTMENTS

- **MARCH 7 RESOLUTION**

Council approved a resolution designating specific councilmembers to serve as the City's representative to various committees

This action did not give official membership on these committees, but rather identified a point of contact to participate, attend, and represent the City

- **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

Council Member Victoria Johnson

- **TARRANT REGIONAL TRANSPORTATION COALITION**

Mayor Chris Fletcher

Council Member Jimmy Stanford

- **REGIONAL TRANSPORTATION COUNCIL**

Mayor Pro Tem Dan McClendon





NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG)

AN ASSOCIATION OF, FOR, AND BY LOCAL GOVERNMENTS

The NCTCOG is established to assist in regional planning. NCTCOG's purpose is to strengthen both the individual and collective power of local governments and to help recognize regional opportunities, eliminate unnecessary duplication, and make joint decisions.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG)

GENERAL ASSEMBLY BOARD

- General Assembly - NCTCOG Members is composed of one elected or appointed public official from each governmental member.
- 229 Members

EXECUTIVE BOARD

- Executive Board - Policy making body for all activity. Supported by technical, study, and policy development committee and a professional staff.
- 17 Locally elected officials



REGIONAL TRANSPORTATION COUNCIL (RTC)

INDEPENDENT BODY OF THE METROPOLITAN PLANNING ORGANIZATION

The Regional Transportation Committee is the independent transportation policy body of the Metropolitan Planning Organization (within NCTCOG). They oversee the Metropolitan transportation planning process.

Having guidance, compliance, funds, coordination and recommendation for selecting projections in programs to the Texas Transportation Commission.



TARRANT REGIONAL TRANSPORTATION COALITION (TRTC)

CHANGE THROUGH INNOVATION

The Tarrant Regional Transportation Coalition (TRTC) is composed of cities and leading companies from the western portion of the DFW Metroplex. Created to discuss transportation related projects and ideas in Tarrant County.

ACTIVITIES SINCE MARCH

NCTCOG - EXECUTIVE BOARD



CALL FOR APPLICATIONS

April 14, 2022, the North Central Texas Council of Governments called for applications for appointments to the Executive Board.

CITY OF BURLESON NOMINEE

City of Burleson submitted Councilmember Victoria Johnson.

ELECTED

Councilmember Victoria Johnson was elected to the Executive Board on June 24, 2022.

RTC BYLAWS

BYLAWS DETERMINE THE REPRESENTATION OF RTC

- Bylaws governing the makeup of the RTC have City Clusters and City/County Clusters.
- City of Burleson is currently in a City/County Cluster with Cleburne, Keene, Joshua, Grandbury, and Johnson and Hood Counties.
- City Clusters may directly serve on RTC with votes based on their proportionate share of the population; however, only County Elected Officials may be the representative for County/City Clusters.
- Configuration did not allow City of Burleson a direct seat on RTC
- County Judges determine RTC Representation based on their proportionate share of the population.
- City of Burleson requested a change from County/City Cluster to a City Only Cluster.



RTC BYLAWS UPDATE

CHANGES TO THE RTC BYLAWS

- Original approach was to shift into the Mansfield City Cluster so that the City could have direct representation on RTC.
- NCTCOGs recommendation was to modify the RTC bylaws for City/County Clusters
- Staff worked with COG to amend the RTC bylaws.
- RTC ratified new bylaws in November 2022.
- Cities over 30,000 population in City/County Clusters can directly serve on the RTC.
- Counties shall rotate the seat among the counties over a ten year period in a proportion to their population.



STAFF ENGAGEMENT

NCTCOG

- Initiated Quarterly Meeting with NCTCOG Transportation Director Michael Morris and his team.
- Staff identified NCTCOG subcommittees not currently supported by staff and identified staff to begin active participation.
- Staff prepared and prioritized a list of projects for possible future funding.

TxDOT

- Coordinated Monthly and Quarterly meetings with Area offices
- Identified projects for future consideration requiring TxDOT and NCTCOG participation

STAFF COMMITTEES



PUBLIC WORKS COUNCIL

Provides expertise and support to the Executive Board and staff on a wide range of local public works issues.



SURFACE TRANSPORTATION TECHNICAL COMMITTEE

Reviews, comments on, and prepares recommendations regarding surface transportation planning and funding of transportation improvements in DFW Area



BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Provide technical expertise, public outreach support, review of regional bicycle and pedestrian planning. Assist in the selection of bicycle and pedestrian projects funded by RTC and the Executive Board of NCTCOG

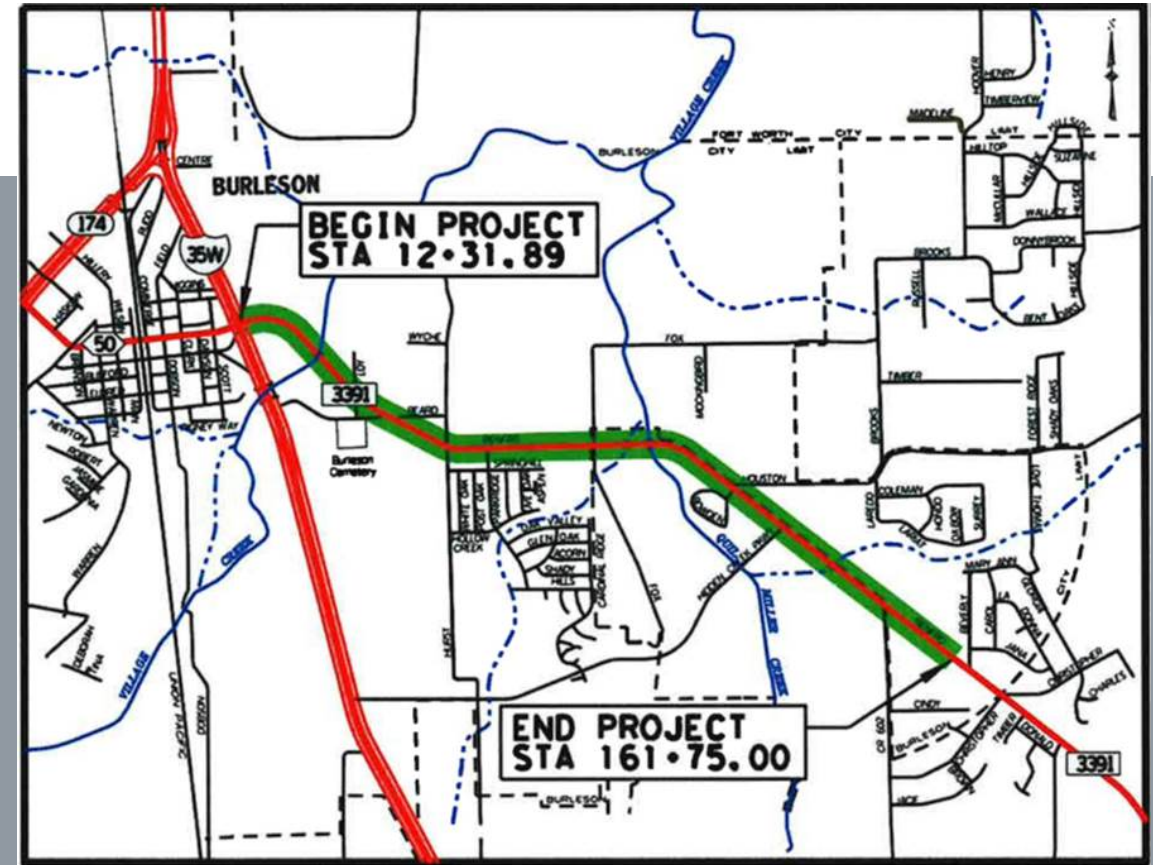
The background image is a close-up of architectural blueprints. It features various technical drawings, including cross-sections and floor plans, with numerous numerical dimensions such as 18000, 6000, 1010, 1650, 1520, 10, 780, 380, 1490, 3020, 2980, 14500, 2400, 2880, 3020, 2980, 3020, 2980, 6000, and 30000. A blue pencil is positioned diagonally across the lower right portion of the image, pointing towards the center. The text 'CURRENT PROJECTS' is overlaid in a white rectangular box in the center of the image.

CURRENT PROJECTS

E RENFRO WIDENING

Project Update

- Widening E Renfro from I-35 to CR 602
- Project is funded through TxDOT and Federal Sources. Construction funding dedicated within current 10-yr cycle, subject to District.
- City's 10% ROW and Utility contribution received by TxDOT. Completes City obligation.
- Staff to request CR 602 re-alignment be included with E Renfro widening project.



Project Owner	TxDOT
Total Project Cost	\$ 48,744,500.00
City Contribution	\$ 114,222.00

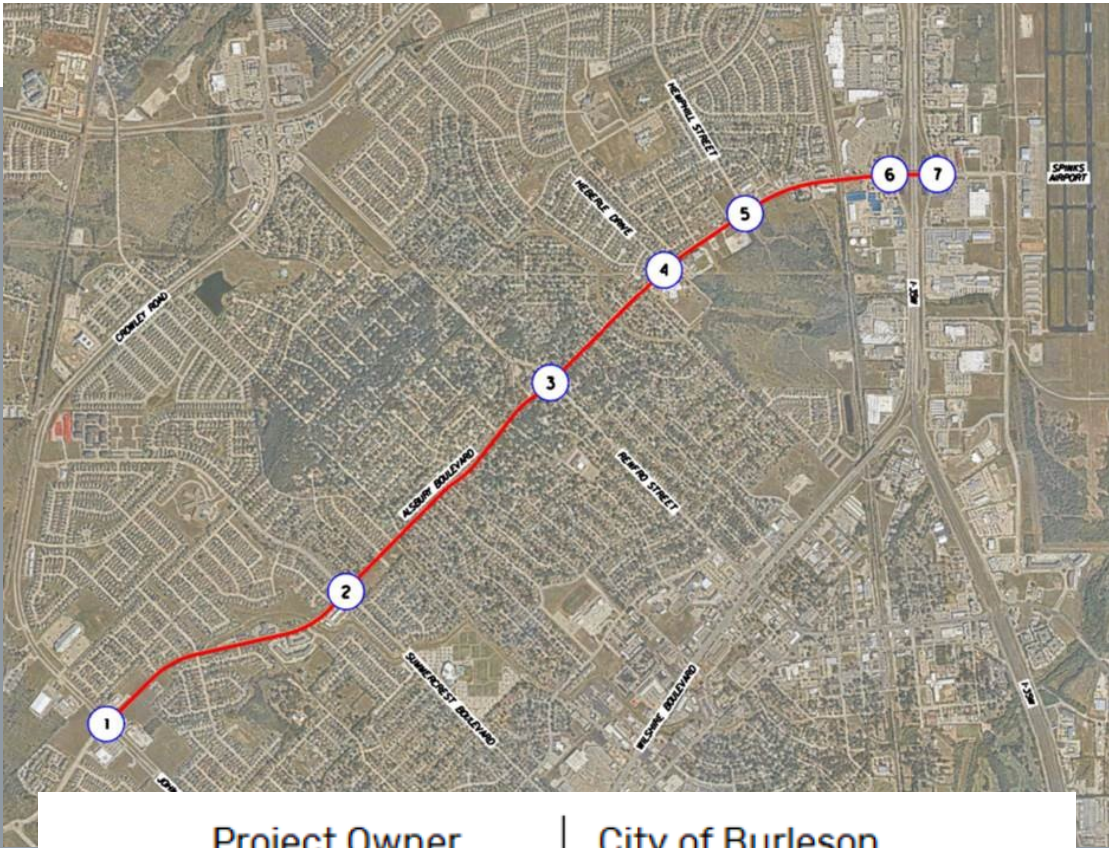
**POTENTIAL CONSTRUCTION START WINTER 2025
BASED ON DISTRICT FUNDING SCHEDULE**

INTELLIGENT TRAFFIC SYSTEM

Project Update

- Design nearing completion and construction in late spring.
- Updates on signal timing, vehicle detection, emergency pre-emption, and signal communications.
- City of Burleson was selected for the Highway Safety Improvement Program Grant for Alsbury.
- TxDOT Grant funds equal \$743,590 for Construction Costs
- To be constructed alongside ITS program, but under separate contracts

Intelligent Traffic System Deployment - ATMS Central Software, Communications to regional network, Upgrade vehicle detection, Install arterial DMS, Install PTZ cameras, Adaptive Control/Travel Time Analytics, ATMS Video Wall and TMC	Engineering	\$520,000
	Implementation	\$2,885,000
	TOTAL	\$3,405,000

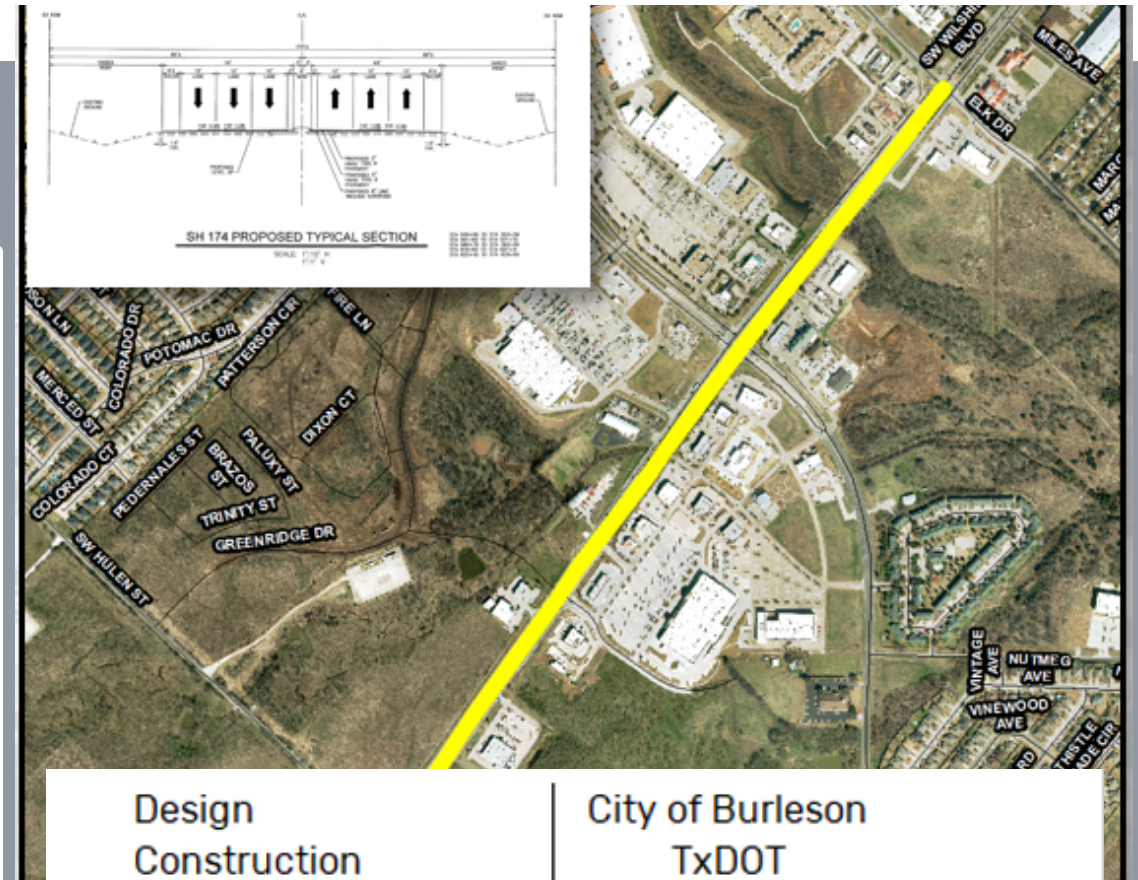


Project Owner	City of Burleson
Total Project Cost	\$ 784,100.00
City Contribution	\$ 92,561.00
PROJECTED COMPLETION WINTER 2024	

WIDENING SH174 TO 6 LANES

Project Update

- Widen from 4 to 6 lanes from Elk to Hulen. Widening will occur to the inside lanes.
- Some sidewalks included in construction area
- Received 60% plan comments from TxDOT
- Design is 100% City funded. TxDOT to fund and manage 100% of the construction phase



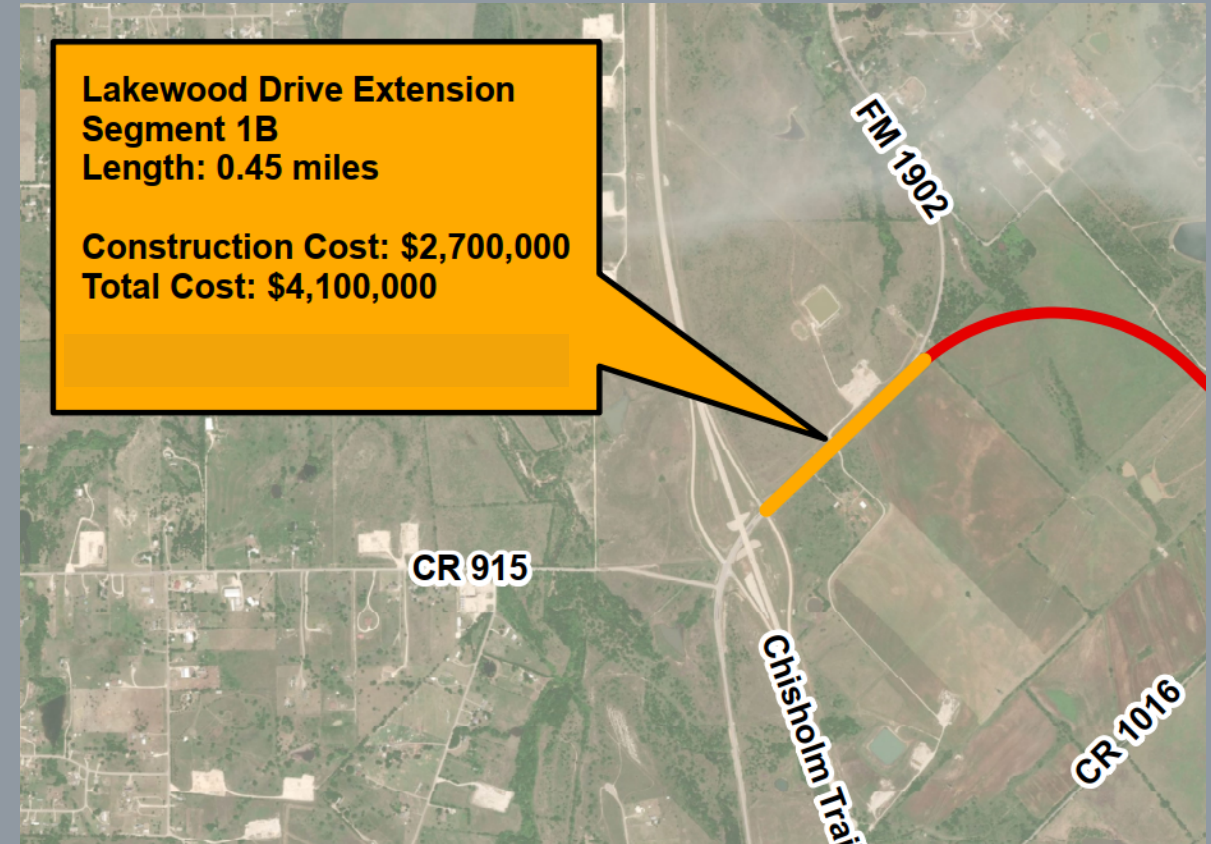
Design	City of Burleson
Construction	TxDOT
Target Project	\$ 9,027,000.00
City Contribution	\$ 1,277,000.00

POTENTIAL CONSTRUCTION COMPLETION FALL 2025
SUBJECT TO TXDOT CONSTRUCTION SCHEDULE

FM1902/LAKEWOOD BLVD CONNECTION

Project Update

- Permanent connection to 1902 to Lakewood
- Design Contract to Council in February.
- Design Cost of \$1,000,000
- Estimated Design Completion - 12 months
- Requires TxDOT and Tollway Coordination
- Design is 100% City funded.
- City requesting funding assistance from NCTCOG for construction



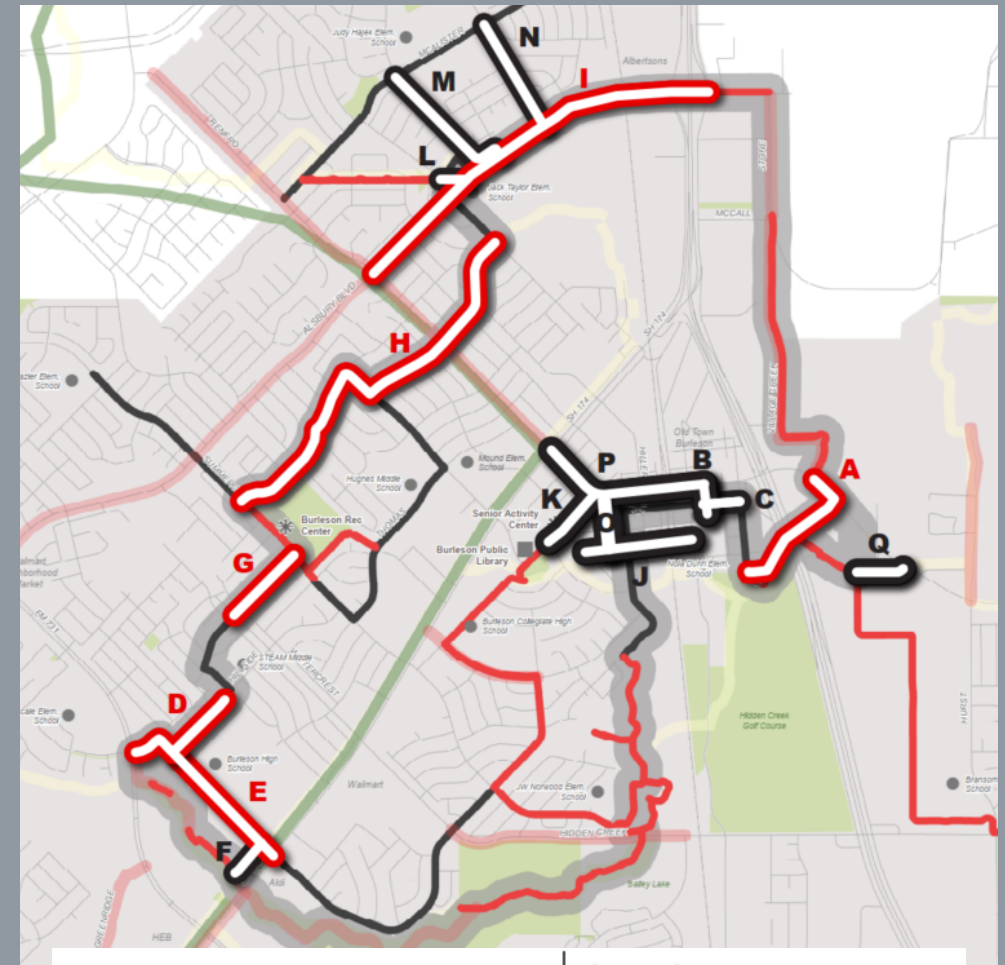
FUTURE FUNDING



GRANT APPLICATION IN PROGRESS

TxDOT Current Call for Projects

- Total \$250 Million worth of funding available for FY 22-25 for bicycle and pedestrian projects
- Preparing Preliminary Application for completion of 10-mile loop and adjacent sidewalks on the MTP as one single project.
- Design and ROW Acquisition can be part of the grant.
- Potentially leverage GO Bond funds from projects we would be included in our application (Elk, Hillside, and Additional Sidewalk Program)



Target Project	\$ 10 - \$12 Million
City Contribution	20% Match
Possible Bond Leverage	\$ 2,303,455.00

Preliminary Application Due	January 2023
Notification of Eligibility	March 2023
Detailed Application Due	June 2023
Final Selection	October 2023

CITY'S EFFORTS FOR GRANTS

Future Funding Opportunity

- Quarterly meetings with NCTCOG
- Preparation of prioritized Matrix for City projects that could be eligible for funding via the 2023 TIP Call for Projects.
 - High Priorities
 - Alsbury Blvd. Ph. 3 (Hulen to CR 914)
 - FM 1902 (Lakewood to Chisholm Trail Pkwy)
 - Hulén St. Bridge (Candler to Alsbury)
 - Medium Priorities
 - Lakewood Dr. (CR 1020 to current alignment)
 - SH 174 6-Lane Widening (Hulen to City Limits)



QUESTIONS / COMMENTS



City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 9, 2023

SUBJECT:

Consider approval of the minutes from the December 12, 2022 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on December 12, 2022 for a regular council meeting.

OPTIONS:

- 1) Council may approve the minutes as presented or approve with amendments.

RECOMMENDATION:

Approve.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Name: Amanda Campos, TRMC
Title: City Secretary
Email: acampos@burlesontx.com
Phone: 817-426-9665

BURLESON CITY COUNCIL REGULAR MEETING
December 12, 2022
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Rick Green
Jimmy Stanford
Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Victoria Johnson

Staff present

Bryan Langley, City Manager
Tommy Ludwig, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Allen Taylor, Jr., City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 4:36 PM

Invocation - Bob Massey, Elder Emeritus of Grace Bible Fellowship/Secretary Treasurer of Burleson Christian Ministerial Alliance

Pledge of Allegiance to the US Flag

Texas Pledge:

Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible

2. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and give staff direction regarding the City Council's priorities for the 88th Legislative Session (Staff Presenter: Justin Scharnhorst, Assistant to the City Manager).**

Justin Scharnhorst, Assistant to the City Manager, presented the Legislative Program to council.

Bryan Langley, City Manager, requested item 8A be discussed and considered next.

8. GENERAL - MOVED

- A. CSO#4066-12-2022, five-year professional services agreement with Emergicon, LLC for Automated Ambulance Billing Services to be provided to the city for a fee not to exceed 6.5% of all net revenues collected. (Staff Presenter: K.T. Freeman, Fire Chief)**

K.T. Freeman, Fire Chief, presented a professional services agreement to the council.

Motion made by Dan McClendon and seconded by Tamara Johnson to approve.

Motion passed 6-0, with Victoria Johnson absent.

10. RECESS INTO EXECUTIVE SESSION - MOVED

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
 - Discuss and receive direction on certain parcels of real property in Johnson County, Texas for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
 - Discuss and receive direction on certain parcels of real property in Johnson County and Tarrant County, Texas for community park purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
 - Discuss and receive direction on certain parcels of real property for the expansion of Lakewood Drive in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
 - Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
 - Project Workforce
 - Project Facelift
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

Motion was made by Tamar Payne and seconded by Ronnie Johnson to convene into executive session. **Time: 5:13 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Jimmy Stanford and seconded by Ronnie Johnson to reconvene into open session. **Time: 5:36 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

3. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- Presentation of Texas Municipal Clerks Association Office of Excellence Award. *(Presenters: Dr. Amy Holt, Education Director, TMCA and Miriam Sheehan, Administrative Director, TMCA)*
- Recognition of Employee of the 4th Quarter 2022. *(Staff Presenter: Rick DeOrdio, Director of Human Resources)*
- Recognition of Employee of the Year 2022. *(Staff Presenter: Rick DeOrdio, Director of Human Resources)*

C. Community Interest Items

- Great Christmas parade and tree lighting.
- Thank you to staff and volunteers for all their hard work for the Christmas events.
- Thank you to Human Resources for the employee service awards event.
- Thank you to Economic Development and artist for their parade float.
- Congratulations to Alex Philips, Economic Development Director on his certification.
- Thank you the Rotary Club for a wonderful Christmas parade.
- We wish everyone a wonderful holiday season.
- Great turnout at the November Toys for Tots collection.

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- 7A withdrawn.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

- 6B moved to the January 3 City Council regular meeting.

5. CITIZEN APPEARANCES

- No speakers.

6. CONSENT AGENDA

- A. Minutes from the November 14, 2022 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- B. ~~Ordinance amending the City of Burleson code of ordinances Chapters 2, 6, 10, 18, 44, 46, 62, and 86 amending the number of voting members and terms of members. (First Reading) (Staff Contact: Amanda Campos, City Secretary) – MOVED.~~

Item 6B was moved to the January 3, 2022, Regular City Council meeting for discussion and consideration.

- C. CSO#4052-12-2022, ordinance modification for text amendments to Section 100-115 of Article IV – Overlay Zoning Districts of Appendix B, of the Code of Ordinances of the City of Burleson (Case 22-124): Consider approval of an ordinance amendment to add “restaurant or cafeteria (drive through type)” to the list of allowable uses with a specific use permit, with conditions within the Old Town Overlay District. (Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (*The Planning and Zoning Commission recommended approval by unanimous vote*)

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- D. CSO#4053-12-2022, minute order continuing and renewing the 13th Declaration of Local Disaster and Public Health Emergency regarding Covid-19 dated March 7, 2022, through December 31, 2022. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- E. CSO#4054-12-2022, resolution authorizing a one-year contingency fee contract with McCall Parkhurst & Horton LLP to provide bond counsel services. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager.*)

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- F. CSO#4055-12-2022, minute order extending the contract with Mansfield Oil Company of Gainesville through an inter-local agreement with the City of Fort Worth in the amount not to exceed \$711,712. (*Staff Contact: Kip Dernovich, Deputy Director – Operations, Public Works*)

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- G. CSO#4056-12-2022, contract for the purchase of fleet vehicles with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount not to exceed \$1,000,412.25. (Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- H. CSO#4057-12-1022, ordinance amending Chapter 70 “Streets, Sidewalks and Other Public Places” of the Code of Ordinances, City of Burleson, by repealing and replacing Article V “Public Events” to require permits for public events; providing for procedures for the issuance of a permit; requiring the City Council to approve portions of certain permit applications involving certain street closures or in-kind sponsorships; providing for water, health and sanitation facilities for the event; providing for police protection and emergency medical services for the event; requiring the permit application and permittee to carry liability insurance of a certain amount and indemnify the city. (Final Reading) (Staff Contact: DeAnna Phillips, Director of Community Services)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- I. CSO#4058-12-2022, resolution creating a special citizens public art committee to make recommendations to the City Council regarding the creation, implementation, and management of a public art masterplan to display public art throughout the city; appointing committee members; and establishing a charge for the committee. (Staff Contact: Jen Basham, Director of Parks and Recreation).**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- J. CSO#4059-12-2022, three-year contract with SHI International Corp for Artic Wolf Security Operations Center as a Service (SOCaaS) through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$276,298.70. (Staff Contact: James Grommersch, Chief Technology Officer, IT)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- K. CSO#4060-12-2022, three-year contract with AT&T for Switched Ethernet Services for in the amount not to exceed \$361,457. (Staff Contact: James Grommersch, Chief Technology Officer, IT)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- L. CSO#4061-12-2022, minute order ratifying the Burleson 4A Economic Development Corporation Board's action to approve a Second Amendment to the commercial lease between FWAVE, Inc., and the Burleson 4A Economic Development Corporation located at 921 South Burleson Boulevard. (Staff Contact: Alex Philips, Economic Development Director)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- M. CSO#4062-12-2022, contract with The Brandt Companies, LLC. through a cooperative purchasing agreement with BuyBoard for the purchase of a new AC control software and computer boards for the Burleson Recreation Center in the amount not to exceed \$160,255. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- N. CSO#4063-12-2022, contract with Progressive Commercial Aquatics, Inc. through a cooperative purchasing agreement with BuyBoard for the purchase of replacement outdoor pool sand filters for the Burleson Recreation Center in the amount not to exceed \$99,667.50. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- O. CSO#4064-12-2022, contract with Focused Advocacy for legislative consulting services in the amount not to exceed \$54,199.92. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

- P. CSO#4065-12-2022, amendment to an existing contract (CSO#2005-02-2022) with Siddons-Martin Emergency Group modifying the specification of four ambulances to diesel chassis in the amount not to exceed \$55,000. (Staff Contact: K.T. Freeman, Fire Chief)**

Motion made by Ronnie Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0, with Victoria Johnson absent.

7. DEVELOPMENT APPLICATIONS

- A. ~~2220 W FM 917 (Case 22-125): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "GR", General Retail for a 13.20 acre site. (First and Final Reading) (Staff Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission motion for approval passed 7-0). - WITHDRAWN~~**

Amanda Campos, City Secretary, announced that item 7A was withdrawn by the applicant. No action required.

8. GENERAL

- A. CSO#4066-12-2022, five-year professional services agreement with Emergicon, LLC for Automated Ambulance Billing Services to be provided to the city for a fee not to exceed 6.5% of all net revenues collected. (Staff Presenter: K.T. Freeman, Fire Chief) - MOVED**

Item 8A was discussed and voted on after Section 2, Reports and Presentations above.

Amanda Campos, City Secretary announced items 8B and 8C would be presented together but voted on separately.

- B. CSO#4067-12-2022, ordinance amending the City budget for fiscal year 2022-2023 by increasing appropriations in the Golf Fund in the amount of \$628,000 for equipment and improvements at Hidden Creek Golf Course, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) (Staff Presenters: Martin Avila, Director of Finance; Jen Basham, Director of Parks & Recreation)**

Jen Basham, Director of Parks and Recreation, presented an ordinance to the city council.

Motion made by Dan McClendon and seconded by Rick Green to approve.

Motion passed 6-0, with Victoria Johns absent.

- C. CSO#4068-12-2022, contract with Fleetwood Services for furnishing and replacement of 16 bunkers at Hidden Creek Golf Course in the amount not to exceed \$331,606. (Staff Presenter: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented a contract to the city council.

Motion made by Ronnie Johnson and seconded by Tamara Payne to approve.

Motion passed 6-0, with Victoria Johnson absent.

- D. CSO#4069-12-2022, minute order ratifying the Burleson Community Service Development Corporation's action to approve a resolution authorizing a contract with Marilyn Bleeker for the acquisition of approximately 13 acres of real property at or near 2410 SW Hulen St, Burleson, Johnson County, Texas and authorizing the expenditure of funds. (Staff Presenter: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented a minute order to the city council.

Motion made by Tamara Payne and seconded by Ronnie Johnson to approve.

Motion passed 6-0, with Victoria Johnson absent.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Future report on short-term rentals.
- Golf course before and after pictures by drone.

10. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

H. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

I. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

- Discuss and receive direction on certain parcels of real property in Johnson County, Texas for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property in Johnson County and Tarrant County, Texas for community park purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property for the expansion of Lakewood Drive in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

J. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073

K. Personnel Matters Pursuant to Section 551.074

L. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076

- M. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
- Project Workforce
 - Project Facelift
- N. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**
- No need for a second Executive Session.

ADJOURNMENT

Motion made by Jimmy Stanford and Rick Green to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 6:20 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Police Department
FROM: Billy Cordell, Chief of Police
MEETING: January 9, 2023

SUBJECT:

Consider approval of a contract with Stolz Telecom for the purchase of nineteen (19) handheld Kenwood radios through a cooperative purchase agreement with BuyBoard in the amount not to exceed \$57,699.20. (*Staff Contact: Melvin McGuire, Captain*)

SUMMARY:

Stolz Telecom is an approved vendor on BuyBoard (604-20). The City of Burleson is statutorily eligible to participate in the cooperative purchasing program for product and information technology commodities. This request includes replacement of fourteen (14) Motorola handheld radios in inventory which will reach "End of Support" on December 31, 2023 and the purchase of five (5) handheld radios that were approved in the 2022/2023 budget to equip three school resource officer positions and two police lieutenant positions. The total cost for nineteen (19) radios will not exceed \$57,699.20.

OPTIONS:

- 1) Approve a contract to purchase nineteen (19) handheld radios from Stolz Telecom for the Burleson Police Department in the amount not to exceed \$57,699.20.
- 2) Deny

RECOMMENDATION:

Approve a contract to purchase nineteen (19) handheld radios from Stolz Telecom for the Burleson Police Department in the amount not to exceed \$57,699.20.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None

FISCAL IMPACT:

Budgeted Amount: \$57,699.20
Fund Name: General Fund – Public Safety
Full Account #: 001-3011-421-6605

STAFF CONTACT:

Melvin McGuire
Police Captain
mmcguire@burlesontx.com
817-426-9932



Burleson Police Department

Handheld Radio Purchase 01.09.2023

Captain Melvin McGuire

Consider a Contract

- Purchase nineteen (19) handheld Kenwood radios
- Stolz Telecom (BuyBoard 604-20)
- \$57,699.20
- Provides five (5) handheld radios for new officer positions
- Replace fourteen (14) handheld Radios (End of Life)

Options / Staff Recommendation

1. Approve a contract to purchase nineteen (19) handheld radios from Stolz Telecom for the Burleson Police Department in the amount not to exceed \$57,699.20 (**Staff Recommendation**)
2. Deny

Fiscal Impact

Budgeted Amount: \$57,699.20

Fund Name: General Fund – Public Safety

Account: 001-3011-421-6605

Staff Contact

Name: Melvin McGuire

Title: Police Captain

mmcguire@burlesontx.com

817-426-9932

Questions / Comments



Stolz Telecom

Estimate

EST-004626

Bill To

Burleson Police Department

1161 SW Wilshire Blvd.
Burleson, TX 76028
United States

Estimate Date : November 17, 2022

Expiration Date : January 31, 2023

Salesperson : Matt Jackson

Contract : BuyBoard 604-20

Delivery Preference : Best Way Ground

Ship To

1161 SW Wilshire Blvd.
Burleson, TX 76028
United States

#	Item & Description	Qty	Rate	Amount
1	Est-004626 Burleson PD VP6430 Budgetary estimate request of VP6430 Phase 1, ADP, Bluetooth, lapel mic, smart charger.	1.00	0.00	0.00
EF Johnson VP6430 P25 Phase 1 7/800MHz Portable Radio				
2	VP6430BKF2 700/800 MHz, 762-806 MHz and 806-870 MHz, Black, Model 2 (standard keypad)	19.00	1,968.00	37,392.00
3	KRA-36 700/800 MHz Stubby Antenna	19.00	22.56	428.64
4	KNB-L3M Li-ion 3400mAh (High Capacity)	19.00	162.00	3,078.00
5	8322000002 P25 CONVENTIONAL, VIKING	19.00	304.00	5,776.00
6	8322000005 P25 PHASE 1 TRUNKING, VIKING	19.00	108.00	2,052.00
7	8326000006 1024 Channels/Talkgroups	19.00	0.00	0.00
8	8323000003 DES-OFB MULTI-KEY, VIKING	19.00	0.00	0.00
9	8323000005 ARC4 (ADP COMPATIBLE), VIKING	19.00	0.00	0.00
10	8326000025 BLUETOOTH	19.00	88.00	1,672.00

#	Item & Description	Qty	Rate	Amount
Portable Accessories				
11	KMC-70M SPEAKER MIC, 3PF KEYS, BLACK, VP-T	19.00	117.28	2,228.32
12	KSC-Y32K Rapid rate single unit charger (Long-Life Charge Mode capable with KAS-12 Software) Note: NiMH/Li-ion battery only	19.00	114.96	2,184.24
Services				
13	2990600013 2-YR EXTENDED WARRANTY, VIKING	19.00	152.00	2,888.00
Sub Total				57,699.20
Total				\$57,699.20

Notes

Looking forward to your business.

Please advise if you have any questions. Your estimate can be viewed, printed and downloaded as a PDF from the link below. If accepting the estimate, please reply to this email with a copy of your Purchase Order, or a PDF copy of the signed estimate.

Terms & Conditions

ORDERING – Stolz Telecom reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us. The minimum order value is \$50.00 and orders may be either shipped complete or shipped allowing for backorder merchandise, at our option. Orders may also be picked-up at our facilities or be staged for delivery / pick-up at a future date by advance arrangement.

PRICING – Prices are subject to change, without advance notice, and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted.

PAYMENT TERMS - We accept Visa and MasterCard credit cards at the point of sale. For information on establishing an open account with us, please contact our Credit Department at 877.457.2262. For amounts due on account, Check is accepted. Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge.

TAXES - If applicable, sales tax will be added to your invoice unless an acceptable resale tax exemption certificate is provided.

DELIVERY – We will make reasonable efforts to meet delivery and performance dates, but we are not liable for delays due to causes beyond our control. We will endeavor to ship all orders for in-stock merchandise placed before 2:00 PM each day. Orders requiring cable processing, component assembly or specialized packaging may require extra processing time. Will Call pick-up service is also available by advance arrangement.

SHIPMENT & RISK OF LOSS - Domestic U.S. orders are tendered to carrier with freight prepaid and billed to you, unless otherwise specified at time of quotation. We will prepay and bill to you all shipping, handling and insurance charges on all domestic orders, unless otherwise specified at the time of the order. We reserve the right to choose the freight carrier unless otherwise specified by you, the customer. International orders are tendered as EXW Origin (Incoterms 2010) and will be shipped via Collect or 3rd-party freight terms via your preferred carrier or shipped to your freight forwarder with any freight charges prearranged by you. Export packaging is available at an additional charge. You will be responsible for all insurance, customs, and duty charges. For domestic and international orders, title and risk of loss shall pass to you upon delivery to carrier, risk of loss or damage from point of shipment shall fall upon you and it is your responsibility to file all claims with the carrier.

DAMAGES IN TRANSIT/CLAIMS – All shipments must be thoroughly inspected for visible damage and completeness by the recipient before accepting delivery from the carrier. If any damage is found or a shortage determined, the delivery bill-of-lading should be A) noted as such prior to acceptance or B) the shipment may be partially or completely refused. If no exceptions are noted at the time of receipt, the

delivery will be deemed as “accepted in good condition” by you, releasing the carrier and us from further liability or recourse. Any claims for concealed damage or material shortages must be promptly reported to us within 24 hours of the receipt.

CUSTOM PRODUCTS & ASSEMBLIES – We require an engineering and purchasing approval sign-off for special orders and custom products, including non-stock cable assemblies. All such items are considered non-cancelable, non-returnable and non-refundable, unless defective. Any such defective items will be repaired or replaced only, at our option.

WARRANTIES - All warranty items shall be repaired, replaced or credited in accordance with the manufacturer’s warranty policy. Any warranty, expressed or implied, is set forth and limited by and to the manufacturer’s written warranty policy on the products that we sell. STOLZ TELECOM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS IT SELLS OR THE SUITABILITY OR FITNESS OF A PRODUCT FOR ANY PARTICULAR PURPOSE OR USE.

SPECIFICATIONS – All product specifications represented are derived from the manufacturer. Changes in specification and / or design by the manufacturer may occur at any time, without advance notice.

CHANGES / CANCELLATIONS – Orders may not be cancelled or modified, either in whole or in part, without our written consent, and may then be subject to payment of a reasonable charge for costs incurred in cancelling or modifying the order.

RETURN POLICY – Before any merchandise may be returned, a Return Goods Authorization (RGA) number must be obtained. An RGA may be requested by calling 877.457.2262 or by e-mailing Orders@StolzTele.com. All inquiries will be evaluated and a determination will be made to approve, or deny, the request within 3 business days. If approved, an RGA number and set of return instructions will be provided by our Customer Service Department. All requests to return merchandise must be made within 30 days from the date of purchase and RGA’s are valid for 30 days only. It is your responsibility to coordinate return logistics and you will be responsible for any associated shipping charges. All returned items will be thoroughly inspected to validate its condition. In-store credit will be issued for items that are returned complete & unused, in the original manufacturers’ packaging, in like-new condition. Any returned goods received by us in unsatisfactory condition will be returned to you. Authorized returns are subject to a restocking fee of no less than 20%. Special orders, cut-to-length cable and made-to-order jumper assemblies are non-returnable.

DEFECTIVE MERCHANDISE POLICY - An RGA may also be obtained, per above, to facilitate the servicing of an item that is inoperable due to a possible manufacturing concern. When requesting service for a warranty-related matter, a detailed report of the defective issue must be included. An RGA number and set of return instructions will be provided by our Customer Service Department. Reportedly defective items will be returned to and evaluated by the Original Equipment Manufacturer (OEM). Upon their verification of a warrantable defect, such item(s) will be repaired, replaced or credited as determined by the OEM’s warranty policy.

LIMITATION OF LIABILITY – In no event shall we be liable to you, under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, (A) for any loss of profits or other economic loss, including, but not limited to, such losses as: (i) wages paid to Buyer’s employees or other manual labor costs, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement or temporary equipment, facilities or services, (v) cost of capital or (vi) costs or losses relating to downtime, or (B) any other indirect, special, consequential, punitive, exemplary or other similar damages arising out of any claim relating to Buyer’s purchases of goods or services gives rise to Stolz Telecom’s liability to Buyer.

AMENDMENTS – You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

GOVERNING LAW – These Terms and Conditions shall be governed by and construed in accordance with laws of the State of Oklahoma for agreements to be performed entirely within the State of Oklahoma, and the State of Texas for agreements to be performed entirely within the State of Texas without regard to choice of law provisions.

GENERAL – You acknowledge that you have read these Terms and Conditions, understand them and agree to be bound by such Terms and Conditions. All typographical errors are subject to correction.

City of Burleson Contract: _____

Company: **Stolz Telecom through BuyBoard 604-20**

Purchase of 19 handheld Kenwood radios

Amount not to exceed: \$57,699.20

Burleson Police Department

Approved and signed this _____ day of _____, 2022.



City of Burleson:

Bryan Langley, City Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-967959

Date Filed:
01/03/2023

Date Acknowledged:

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

Stolz Telecom, Inc
Denton, TX United States

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

BuyBoard

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

604-20

Two-way radios and accessories

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Burleson Police Department	Burleson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matt Jackson, and my date of birth is _____.

My address is 3741 Mingo Rd. Ste 201 Denton TX 76228 USA
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of TX, on the 3 day of JAN, 2023
(month) (year)

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

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: January 9, 2023

SUBJECT:

Consider approval of an ordinance amending Article II “Fire Department” of Chapter 38 “Fire Prevention” of the City of Burleson Code of Ordinances by repealing and replacing Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department” setting forth that the fire department is no longer a volunteer fire department, that the fire prevention department is a division of the fire department, and that the fire marshal reports to the fire chief. (First Reading)
(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

SUMMARY:

The proposed ordinance seeks to amend current code of ordinances provisions that are out of date and to have the ordinances match current operating procedures in the fire department. The proposed ordinance makes the following changes:

1. Removes references to the fire department being a volunteer fire department;
2. Removes references to the utilization of volunteer firefighters;
3. Removes references to the appointment of assistant fire chiefs and company officers, so that such positions follow standard employment procedures of the City; and
4. Removes references to the fire prevention department (fire marshal’s office) being a department separate from the fire department, and inserts language that fire prevention (fire marshal’s office) shall be a division within the fire department and that the fire marshal reports to the fire chief.

OPTIONS:

- 1) Approve the ordinance as proposed
- 2) Approve the ordinance with changes
- 3) Deny the proposed ordinance

RECOMMENDATION:

Staff recommend approval.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney/Compliance Manager
mribitzki@burlesontx.com
817-426-9664



Ordinance Amending Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department”

Presented to the City Council on
January 9, 2023

Amending Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department”

The proposed ordinance seeks to amend current code of ordinances provisions that are out of date and to have the ordinances match current operating procedures in the fire department.

The proposed ordinance makes the following changes:

1. Removes references to the fire department being a volunteer fire department;
2. Removes references to the utilization of volunteer firefighters;
3. Removes references to the appointment of assistant fire chiefs and company officers, so that such positions follow standard employment procedures of the City; and
4. Removes references to the fire prevention department (fire marshal’s office) being a department separate from the fire department, and inserts language that fire prevention (fire marshal’s office) shall be a division within the fire department and that the fire marshal reports to the fire chief.

Amending Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department”

- Action Requested:

Approve or deny an ordinance amending Article II “Fire Department” of Chapter 38 “Fire Prevention” of the City of Burleson Code of Ordinances by repealing and replacing Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department” setting forth that the fire department is no longer a volunteer fire department, that the fire prevention department is a division of the fire department, and that the fire marshal reports to the fire chief

- Staff recommends approval

ORDINANCE

AN ORDINANCE AMENDING ARTICLE II “FIRE DEPARTMENT” OF CHAPTER 38, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS, BY REPEALING AND REPLACING DIVISION 2, "VOLUNTEER FIRE DEPARTMENT" AND DIVISION 3, “FIRE PREVENTION DEPARTMENT,” TO SET FORTH THE GENERAL POWERS OF THE CITY FIRE DEPARTMENT, THE APPOINTMENT OF THE FIRE CHIEF, AND THE QUALIFICATION REQUIREMENTS OF FIREFIGHTERS, CREATING THE FIRE PREVENTION DIVISION AS A DIVISION OF THE FIRE DEPARTMENT, SETTING FORTH THE OFFICE AND DUTIES OF THE FIRE MARSHAL, SETTING FORTH THE DUTIES OF THE FIRE CHIEF, AND SETTING FORTH A CONFLICT OF INTEREST PROVISIONS FOR THE FIRE MARSHAL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Chapter 38, Article II, Division 2 of the Code of Ordinances, City of Burleson, Texas (2005) created the fire department with both volunteer and paid firefighter positions; and

WHEREAS, the City fire department no longer utilizes volunteer firefighters; and

WHEREAS, Chapter 38, Article II, Division 2 of the Code of Ordinances, City of Burleson, Texas set forth that assistant fire chief shall be appointed by the fire chief and ratified by the city manager, and that company officers shall be appointed by the fire chief; and

WHEREAS, the City desires that the appointment of assistant fire chiefs and company officers follow the standard employment procedures of the City; and

WHEREAS, Chapter 38, Article II, Division 3 of the Code of Ordinances, City of Burleson, Texas created the fire prevention department as a department independent of the fire department; and

WHEREAS, the City desires that the fire prevention department be a division of the fire department and that the fire marshal report to the fire chief; and

WHEREAS, the City Council desires to Amend Chapter 38, Article II, Divisions 2 and 3 of the Code of Ordinances, City of Burleson, Texas as set forth herein; and

WHEREAS, the City Council finds and determines that the adoption of this ordinance is necessary and proper and in the best interests of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

SECTION 1.

Chapter 38, "Fire Prevention and Protection," Article II, "Fire Department," of the Code of Ordinances, City of Burleson, Texas (2005) is hereby amended by repealing and replacing Division 2, "Volunteer Fire Department," and Division 3, "Fire Prevention Department," to read as set forth in Exhibit "A," attached hereto and incorporated herein by reference for all purposes.

SECTION 2. CUMULATIVE

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed. This ordinance is consistent with and is not intended to repeal any provision in the zoning ordinance.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. PENALTY

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 Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.
SAVINGS PROVISION

All rights and remedies of the City of Burleson are expressly saved as to any and all violations of the provisions of any ordinances concerning outdoor gatherings or Public Events which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.
PUBLICATION

Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city's website.

SECTION 7.
EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

First Reading: the _____ day of _____, 20_____.

Final Reading: the _____ day of _____, 20_____.

PASSED AND APPROVED this the _____ day of _____, 20_____.

Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit “A”

"DIVISION 2. FIRE DEPARTMENT

Sec. 38-51. General powers and appointment of fire chief

- (a) The fire chief shall be the head of the city fire department, and the members of the department shall be under the authority, control, and command of the fire chief, the assistant fire chief and the company officers, subject to the Charter and all ordinances of the city and of this article. The fire chief shall be appointed by the city manager or designee.

Sec. 38-52. Firefighting personnel.

Any qualifications established for the position of a paid firefighter of the city shall meet state requirements for a paid firefighter. The minimum physical, mental, education, and moral standards established by the state commission on fire protection personnel standards and education shall apply to the position of paid firefighter. The requirements set by fire department policy may be stricter than the standards established by such boards or commission.

Secs. 38-53—38-70. Reserved.

DIVISION 3. FIRE PREVENTION DIVISION

Sec. 38-71. Fire prevention division created.

The fire prevention division is hereby created, and the division shall be a part of the fire department. The fire prevention division is established as a law enforcement agency of the city for the purpose of making investigations, and enforcing state laws and city ordinances concerning fire prevention and investigation.

Sec. 38-72. Fire marshal; responsibilities.

- (a) The administrative official in charge shall be known as the fire marshal.
- (b) The fire marshal shall be the designated agent responsible for the administration and enforcement of the fire code, and responsible for prevention and investigation procedures of the fire code.

Sec. 38-73. Conflicts of interests.

The fire marshal shall not have any interest whatever, directly or indirectly, in the sale or manufacturing of any material, process or device entering into or used in or in connection with fire prevention, inspection or investigation.

Sec. 38-74. Duties of the fire marshal.

The fire marshal is hereby authorized and directed to enforce the provisions of the fire code adopted by section 38-191.

Sec. 38-75. Duties of the fire chief.

The fire chief shall be responsible for the supervision, direction, and organization of fire suppression and fire prevention, and for establishing rules and regulations as necessary for the operation of the fire department.

Secs. 38-76-38—90. Reserved.”

ARTICLE II. FIRE DEPARTMENT¹

DIVISION 1. RESERVED²

Secs. 38-31—38-50. Reserved.

DIVISION 2. FIRE DEPARTMENT

Sec. 38-51. General powers and appointment of fire chief

- (a) The fire chief shall be the head of the city fire department, and the members of the department shall be under the authority, control, and command of the fire chief, the assistant fire chief and the company officers, subject to the Charter and all ordinances of the city and of this article. The fire chief shall be appointed by the city manager or designee.

(Code 1983, § 2-100; Ord. No. C-432, § 1, 9-24-1992; Ord. No. C-472, § 1, 4-27-1995)

Sec. 38-52. Firefighting personnel.

Any qualifications established for the position of a paid firefighter of the city shall meet state requirements for a paid firefighter. The minimum physical, mental, education, and moral standards established by the state commission on fire protection personnel standards and education shall apply to the position of paid firefighter. The requirements set by fire department policy may be stricter than the standards established by such boards or commission.

(Code 1983, § 2-101; Ord. No. C-432, § 1, 9-24-1992)

Secs. 38-53—38-70. Reserved.

DIVISION 3. FIRE PREVENTION DIVISION

¹Charter reference(s)—Fire department as administrative department, § 28.

Cross reference(s)—Departments, § 2-71 et seq.

²Editor's note(s)—Ord. No. C-654-10, § 1, adopted Mar. 1, 2010, repealed Div. 1, §§ 38-31, 38-32 which pertained to generally-fire operations service fees and derived from Ord. No. C-565, § 1(6-162, 6-163), 12-11-2003.

Sec. 38-71. Fire prevention division created.

The fire prevention division is hereby created, and the division shall be a part of the fire department. The fire prevention division is established as a law enforcement agency of the city for the purpose of making investigations, and enforcing state laws and city ordinances concerning fire prevention and investigation.

(Code 1983, § 6-10(a); Ord. No. B-649, § I, 5-11-2000; Ord. No. C-614-07, § 1, 4-12-2007)

Sec. 38-72. Fire marshal; responsibilities.

- (a) The administrative official in charge shall be known as the fire marshal.
- (b) The fire marshal shall be the designated agent responsible for the administration and enforcement of the fire code, and responsible for prevention and investigation procedures of the fire code.

(Code 1983, § 6-10; Ord. No. B-649, § I, 5-11-2000)

Sec. 38-73. Conflicts of interests.

The fire marshal shall not have any interest whatever, directly or indirectly, in the sale or manufacturing of any material, process or device entering into or used in or in connection with fire prevention, inspection or investigation.

(Ord. No. B-649, § I, 5-11-2000)

Sec. 38-74. Duties of the fire marshal.

The fire marshal is hereby authorized and directed to enforce the provisions of the fire code adopted by section 38-191.

(Ord. No. B-649, § I, 5-11-2000)

Sec. 38-75. Duties of the fire chief.

The fire chief shall be responsible for the supervision, direction and organization of fire suppression and fire prevention, and for establishing rules and regulations as necessary for the operation of the fire department.

(Ord. No. B-649, § I, 5-11-2000)

Secs. 38-76-38—90. Reserved.

DIVISION 4. RESERVED³

³Editor's note(s)—Ord. No. C-654-10, § 1, adopted Mar. 1, 2010, repealed Div. 4, §§ 38-91, 38-92 which pertained to annual subscription plan; city's extraterritorial jurisdiction and derived from Ord. No. C-576, § 1(6-164, 16-165), 2-10-2005.

Secs. 38-91—38-110. Reserved.

ARTICLE III. ADMINISTRATION⁴

DIVISION 1. GENERALLY

Secs. 38-111—38-130. Reserved.

DIVISION 2. APPEALS BOARD⁵

Sec. 38-131. Appeals.

The Building Codes and Standards Board, as established in section 10-75 et. seq. handles appeals involving the Uniform Fire Code.

(Ord. No. B-649, § I, 5-11-2000)

Secs. 38-132—38-160. Reserved.

⁴Cross reference(s)—Administration, ch. 2.

⁵Cross reference(s)—Boards, commissions and committees, § 2-31 et seq.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director Parks and Recreation
MEETING: January 9, 2023

SUBJECT:

Consider approval of a contract with Simplot Turf and Horticulture to purchase fertilizer and chemicals used for maintaining Hidden Creek Golf Course through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$90,000. (*Staff Contact: Jen Basham, Director, Parks and Recreation*).

SUMMARY:

The golf course uses fertilizers, fungicides, and herbicides to promote healthy turf grass and to control unwanted weeds and fungus growth on the greens. Purchases will be a combination of Sole Source (Simplot is the only company that makes that mix), Agency pricing (manufacturer sets the price regardless of distributor) and Buyboard contract #611-20. The golf course has an annual budget of \$90,000 and is able to lock in pricing by early ordering fertilizers and chemicals. Additionally, manufacturers offer rebates of 3% to 10% for early ordering.

OPTIONS:

- 1) Recommend approving contract with Simplot Turf and Horticulture for the purchase of fertilizers and chemicals
- 2) Deny approving contract with Simplot Turf and Horticulture for the purchase of fertilizers and chemicals.

RECOMMENDATION:

Staff recommends approving a contract with Simplot Turf and Horticulture for the purchase of fertilizers and chemicals not to exceed \$90,000.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name

Fund Account #'s: 402-8013-521-60-27 and 402-8013-521-65-03

Amount: \$90,000

STAFF CONTACT:

Jen Basham
Director
Parks and Recreation
jbasham@burlesontx.com
817-426-9201

An aerial photograph of a golf course under a clear blue sky with scattered clouds. The foreground shows a clubhouse with a dark, gabled roof. A winding path leads through green fairways and clusters of trees. In the distance, a city skyline is visible on the horizon.

Hidden Creek Golf Course Fertilizer and Chemical Purchases

City Council - January 9, 2023

Staff Presenter: Jen Basham, Director-Parks and Recreation

Background

- Hidden Creek Golf Course uses fertilizers, fungicides, herbicides, and other chemicals to promote healthy turf grass and control unwanted weeds.
- Pre-booking chemicals and fertilizers will allow the golf course to “lock in” rates and qualify for manufacturer rebates at the end of the year. Rebates can range from 3% to 10% depending on product and manufacturer.
- The golf course is funded for \$55,000 in fertilizer and \$35,000 in chemicals for FY 2023
- Purchases will be Buyboard Pricing.

Simplot Turf and Horticulture

- Hidden Creek Golf Course has developed a successful relationship with Simplot Turf and Horticulture
- Chemicals and Fertilizers
 - Lexicon
 - Exteris stressgard
 - Signature Extra
 - Revolver
 - Primo
 - Performance Pack Greens Fertilizers
 - Galaxy one Fertilizers

Staff Recommendation



Award purchase contract to Simplot Turf and Horticulture utilizing Buyboard in the amount not to exceed \$90,000. This allows staff to procure products using agency pricing for the desired chemicals specific to our courses needs and is the lowest cost for the products set by the manufacturer.

Funding:

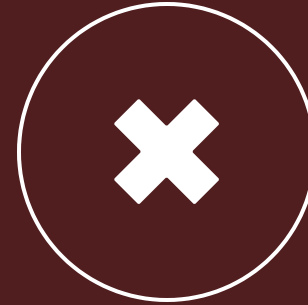
- Fertilizer in the amount of \$49,955.90
- Chemical in the amount of \$40,044.10
- Total Anticipated Amount: \$90,000

Options

Staff Recommendation



Approve contract with Simplot Turf and
Horticulture in an amount not to exceed
\$90,000



Deny contract with Simplot Turf and
Horticulture in an amount not to exceed
\$90,000

Simplot Turf & Horticulture Dallas

1625 Wallace Dr Ste 140

Carrollton, TX 75006

(469) 289-5400 Fax:

TDA License 0847365

Sales Order 234009910

Not Processed Offered

Order Date 12/14/2022

Est. Delivery Date 12/16/2022

Offer Expires

Customer ID 107084

Customer PO#

Salesperson partainr

Shipping Via.

Field Name

Description

Ticket Type Deliver

Bill To: CITY OF BURLESON - HIDDEN CREEK
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Ship To: HIDDEN CREEK GOLF COURSE
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Comments: BuyBoard Contract #611-20

Quantity	Description	Total \$
15.00 Btl	DFWAgy 2476321Z LEXICON INTRINSIC FUNGICIDE [21OZ]	8,637.30
7.00 Btl	DFWAgy 3746937Z NAVICON [37OZ]	3,620.82
2.00 Jug	DFWAgy 361922.5G SECURE ACTION [2.5GAL]	3,485.00
4.00 Jug	DFWAgy 460341G SPECTICLE FLO (BAYER LABEL) [GAL]	7,593.00
1.00 Jug	DFWAgy 27981.5G ACELEPRYN INSECTICIDE 57749 [1/2GAL]	1,137.50
14.00 Btl	DFWChm 270111.5L ANUEW PGR [1.5LB]	2,230.20
6.00 Jug	DFWAgy 447632.5G ENCARTIS FUNGICIDE [2.5GAL]	1,844.70
16.00 Btl	DFWAgy 460275.5L SIGNATURE XTRA WG60 (BAYER LABEL)	3,044.00
12.00 Bag	DFWChm 3751612L DITHANE 75DF RAINSHIELD (DOW LABEL) [12LB]	1,237.08
4.00 Jug	DFWAgy 247601G TRIPLE CROWN GOLF INSECTICIDE (RUP) [GAL]	1,228.00
20.00 Pkg	DFWAgy 1060425E MONUMENT 75WG [25GRAM]	5,500.00
5.00 Jug	DFWChm 279272.5G SP 3 WAY BROADLEAF HERBICIDE [2.5GAL]	395.00

Subtotal 39,952.60

If Paid By Discount Deduct Pay Only

Customer: _____ **Sales Person:** _____

Purchase Terms:

Sales Order

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Simplot Turf & Horticulture Dallas

1625 Wallace Dr Ste 140

Carrollton, TX 75006

(469) 289-5400 Fax:

TDA License 0847365

Sales Order 234009906

Not Processed Offered

Order Date 12/12/2022

Est. Delivery Date 01/31/2023

Offer Expires

Customer ID 107084

Customer PO#

Salesperson partainr

Shipping Via.

Field Name

Description

Ticket Type Deliver

Bill To: CITY OF BURLESON - HIDDEN CREEK
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Ship To: HIDDEN CREEK GOLF COURSE
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Comments: BuyBoard Contract #611-20

Quantity	Description	Total \$
32.00 Jug	DFW Fer 127442.5G 0-0-25 TRANSORB K [2.5GAL]	2,400.00
32.00 Jug	DFW Fer 120762.5G AMINO FOLIAR [2.5GAL]	2,240.00
12.00 Jug	DFW Fer 120772.5G AMINO CALCIUM [2.5GAL]	828.00
1.00 Drum	DFWChm 2802830G COUNTERACT FIRM [30GAL]	2,950.00
1.00 Drum	DFWChm 2802730G COUNTERACT RETAIN [30GAL]	2,950.00
6.00 Jug	DFWChm 22768.5G FORTE SOIL SURFACTANT [1/2GAL]	1,440.00
1.00 Tote	DFW Fer 36851250G NUTRIPACK 30-0-0 w/ 50% SRN [250GAL]	3,850.00
20.00 Jug	DFWChm 265781G AMBIENT PLUS TURF ENHANCER [GAL]	4,800.00
40.00 Bag	DFW Fer 1833550L TRUGYP STANDARD [50LB]	660.00
32.00 Jug	DFW Fer 115982.5G 5-0-0 ECO MICRO MIX PLUS [2.5GAL]	1,888.00
32.00 Jug	DFWChm 180351Q TRACER GREEN [QT]	896.00
32.00 Jug	DFWChm 269831Q TRACER HD BLUE [QT]	928.00
24.00 Jug	DFWChm 112011Q TERMINATOR II DEFOAMER [QT]	384.00
24.00 Jug	DFWChm 111771Q NUTRA WASH II [QT]	320.40
14.00 Tote	DFW Fer 380941000L 25-5-10 50% GAL-XE 44.5 W HYDROFUSE	12,390.00
6.00 Drum	DFW Fer 1206630G 12-2-12 SUPER K /UMAXX 30GAL. [30GAL]	3,780.00
24.00 Jug	DFWChm 363732.5G BIOPHASE SBE [2.5GAL]	2,160.00
24.00 Jug	DFWChm 336852.5G 0-4-6 BIOKELP HUMIC [2.5GAL]	2,280.00
14.00 Jug	DFW Fer 122562.5G 0-2-12 PHOENIX [2.5GAL]	1,680.00
40.00 Bag	DFW Fer 126845L RAPTURE 4-0-4 W IRON & MICROS [5LB]	1,040.00

Sales Order

Page 1

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Simplot Turf & Horticulture Dallas

1625 Wallace Dr Ste 140

Carrollton, TX 75006

(469) 289-5400 Fax:

TDA License 0847365

Sales Order 234009906

Not Processed Offered

Order Date 12/12/2022

Est. Delivery Date 01/31/2023

Offer Expires

Customer ID 107084

Customer PO#

Salesperson partainr

Shipping Via.

Field Name

Description

Ticket Type Deliver

Bill To: CITY OF BURLESON - HIDDEN CREEK
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Ship To: HIDDEN CREEK GOLF COURSE
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Comments: BuyBoard Contract #611-20

Quantity

Description

Total \$

Subtotal

49,864.40

If Paid By

Discount

Deduct

Pay Only

Customer: _____ Sales Person: _____

Purchase Terms:

Sales Order

Page 2

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-960947

Date Filed:
12/04/2022

Date Acknowledged:

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

Simplot Turf & Horticulture
Carrollton, TX United States

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

City of Burleson

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

12-12-2022
Fertilizer, chemistry and plant protectant products for golf course maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Partain, Rick	Katy, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Rick Partain, and my date of birth is 6/18/1977.

My address is 6419 Sunstone Falls, Katy, Tx, 77493, .
(street) (city) (state) (zip code) (country)

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

Executed in Waller County, State of Texas, on the 4th day of December, 2022.
(month) (year)

Rick Partain

Signature of authorized agent of contracting business entity
(Declarant)

FERTILIZERS

<u>QTY</u>	<u>SIZE</u>	<u>PRODUCT</u>	<u>TOTAL COST</u>	<u>PRICING</u>
32.00	Jug	2.5 GAL	DFWfer 127442 5G 0-0-25	\$2,400.00 Buy Board
32.00	Jug	2.5 GAL	DFWfer 120762.5G AMINO FOLIAR	\$2,240.00 Buy Board
12.00	Jug	2.5 GAL	DFWfer 120772.5G AMINO CALCIUM	\$828.00 Buy Board
	1 Drum	DFWChm 2802830G COUNTERACT FIRM	\$2,950.00 Buy Board	
	1 Drum	DFWChm 2802730G COUNTERACT RETAIN	\$2,950.00 Buy Board	
1.00	Tote	250 GAL	DFWfer 36851250G NUTRIPACK 30-0-0	\$3,850.00 Buy Board
6.00	Jug	.5 GAL	DFWChm 22768 FORTE SOIL SURFACTANT	\$1,440.00 Buy Board
20.00	Jug	1.0 GAL	DFWChm 265781G AMBIENT PLUS TURF ENHANCER	\$4,800.00 Buy Board
40.00	Bag	50 LB	DFWfer 1833550L TRUGYP STANDARD	\$660.00 Buy Board
32.00	Jug	2.5 GAL	DFWfer 115982.5G 5-0-0 ECO MICRO MIX PLUS	\$1,888.00 Buy Board
32.00	Jug	1.0 QT	DFWChm 180351Q TRACER GREEN [QT]	\$896.00 Buy Board
32.00	Jug	1.0 QT	DFWChm 269831Q TRACER HD BLUE [QT]	\$928.00 Buy Board
24.00	Jug	1.0 QT	DFWChm 112011Q TERMINATOR II DEFOAMER [QT]	\$384.00 Buy Board
24.00	Jug	1.0 QT	DFWChm 111771Q NUTRA WASH II [QT]	\$320.40 Buy Board
14.00	Tote		DFWfer 380941000L 25-5-10 50% GAL-XE 44.5 W HYDROFUSE	\$12,390.00 Buy Board
6.00	Drum	30 GAL	DFWfer 1206630G 12-2-12 SUPER K/UMAXX	\$3,780.00 Buy Board
24.00	Jug	2.5 GAL	DFWChm 363732.5G BIOPHASE SBE	\$2,160 Buy Board
24.00	Jug	2.5 GAL	DFWChm 336852.5G 0-4-6 BIOKELP HUMIC	\$2,280.00 Buy Board
14.00	Jug	2.5 GAL	DFWfer 122562.5G 0-2-12 PHOENIX	\$1,680.00 Buy Board
40.00	Bag	5 LB	DFWfer 126845L RAPTURE 4-0-4 W IRON & MICROS	\$1,040.00 Buy Board
TOTAL FERTILIZER			\$49,864.40	

CHEMICALS

<u>QTY</u>	<u>SIZE</u>	<u>PRODUCT</u>	<u>TOTAL COST</u>	<u>PRICING</u>
15.00	Btl	21 OZ	DFWAg 2476321Z LEXICON INTRINSIC FUNGICIDE	\$8,637.30 Buy Board
7.00	Btl	37 OZ	DFWAg 3746937Z NAVICON	\$3,620.82 Buy Board
2.00	Jug	2.5 GAL	DFWAg 361922.5G SECURE ACTION	\$3,485.00 Buy Board
4.00	Jug	1.0 GAL	DFWAg 460341G SPECTICLE FLO (BAYER LABEL)	\$7,593.00 Buy Board
1.00	Jug	.5 GAL	DFWAg 27981.5G ACELEPRYN INSECTICIDE 57749	\$1,137.50 Buy Board
14.00	Btl	1.5 LB	DFWChm 270111.5L ANUEW PGR	\$2,230.20 Buy Board
6.00	Jug	2.5 GAL	DFWAg 447632.5G ENCARTIS FUNGICIDE	\$1,844.70 Buy Board
16.00	Btl	.5 L	DFWAg 460275.5L SIGNATURE XTRA WG60 (BAYER LABEL)	\$3,044.00 Buy Board
12.00	Bag	12 LB	DFWChm 3751612L DITHANE 75DF RAINSHIELD (DOW LABEL)	\$1,237.08 Buy Board
4.00	Jug	1.0 GAL	DFWAg 247601G TRIPLE CROWN GOLF INSECTICIDE (RUP)	\$1,228.00 Buy Board
20.00	Pkg	25 GRAM	DFWAg 1060425E MONUMENT 75WG	\$5,500.00 Buy Board
5.00	Jug	2.5 GAL	DFWChm 279272.5G SP 3 WAY BROADLEAF HERBICIDE	\$395.00 Buy Board
TOTAL CHEMICALS			\$39,952.60	
TOTAL CHEMICALS AND FERTILIZERS			\$89,817.00	

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: January 9, 2023

SUBJECT:

Consider approval of a minute order ratifying the Burleson 4A Economic Development Corporation Board's action taken on approval of a Chapter 380 Agreement between the Burleson 4A Economic Development Corporation and CHC Development for the development of 130 East Renfro Street, Burleson, Texas. (*Staff Contact: Alex Philips, Economic Development Director*)

SUMMARY:

On April 4, 2022, the City Council directed staff to release a request for proposals to sell or long-term ground lease real property located at 130 E. Renfro St., currently the site of Hill College. Hill College is on track to move from this location to their new location (the former Kerr Middle School) by the end of the 2022. The following vision was cast by City Council and was included in RFP 2022-12:

- Allow retail, restaurant and office uses
- On or multiple building not to exceed 32 feet in height
- Prefer no multi-family/residential uses
- All options to include consistency with Old Town architecture, market based rents and tie into Old Town district walkability

RFP 2022-12 was open for 91 days and distributed to all major developers in the DFW area. One submission was received when the RFP closed on July 29, 2022. CHC Development, located Fort Worth. On September 19, 2022, the City Council selected CHC Development as the preferred developer and instructed staff to negotiate a potential development scenario.

The proposed chapter 380 agreement between CHC Development and the 4A is summarized as follows:

OBLIGATIONS OF CHC DEVELOPMENT

1. Enter into a Real Estate Contract for the property at 130 E. Renfro in Burleson, Texas on or before March 1, 2023 in the amount of \$2,000,000

2. Gain approvals for appropriate entitlement and zoning changes prior to closing
3. Close on the property on or before June 30, 2023
4. Gain approval of site plan and building permit for a new retail/restaurant and office development of at least 25,500 leasable square feet consisting of the following:
 - a. 15,500 square feet of retail/restaurant space
 - b. 10,000 square feet of office lease space
5. Begin construction of development on or before December 31, 2024
6. Cause development total capital investment to meet or exceed \$9,600,000
7. Secure qualifying office tenant
 - a. Office tenant must be a regional/national headquarters
 - b. Office tenant must offer wages equal or above \$55,000 as an annual average
8. Work cooperatively with 4A to recruit mutually acceptable, new-to-market retail/restaurants tenants

OBLIGATIONS OF BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

1. Reimburse CHC for the construction of public improvements associated with the development up to \$750,000
2. Agree to sell 130 E. Renfro Street in Burleson, Texas for \$2,000,000
3. Deliver clean site upon closing of land sale on or before May 31, 2023
4. Issue a cash grant in the amount of \$450,000 once the developer has a building permit approved for the development
5. Issue a cash grant in the amount of \$450,000 once the developer receives the final certificate of occupancy for the development
6. Issue a cash grant in the amount of \$450,000 on the anniversary of a qualified office tenant being located in the development
7. Issue a cash grant in the amount of \$450,000 on the second anniversary of a qualified office tenant being located in the development
8. Issue a cash grant in the amount of \$450,000 on the third anniversary of a qualified office tenant being located in the development

OPTIONS:

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

Staff recommends approval

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

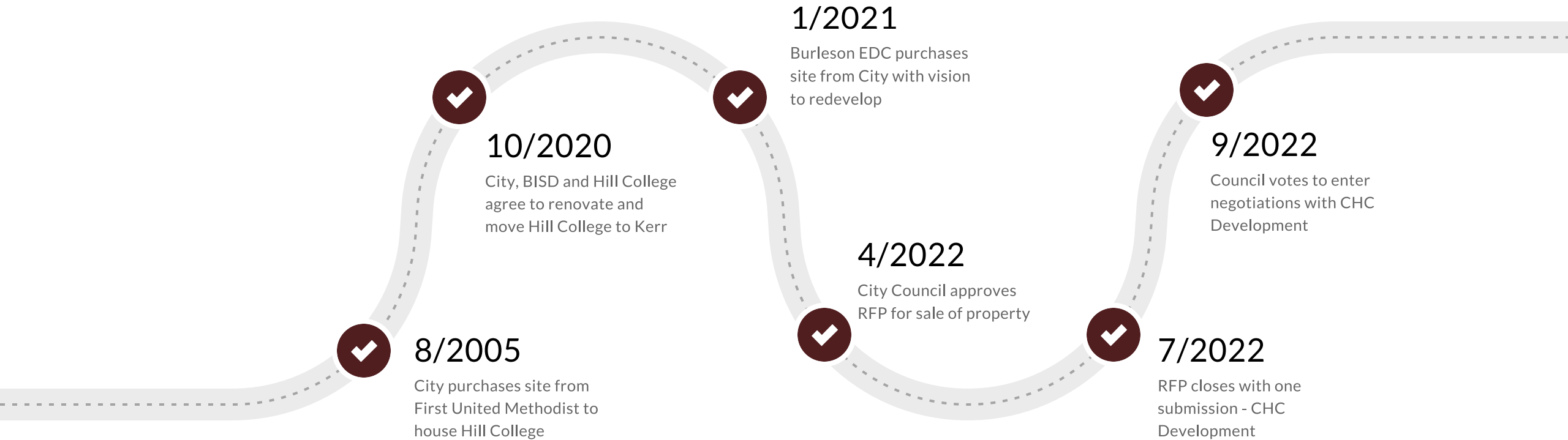
Alex Philips
Economic Development Director
aphilips@burlesontx.com
817-426-9613

130 E. Renfro St. RFP 2022-12

CHC Development 380 Agreement



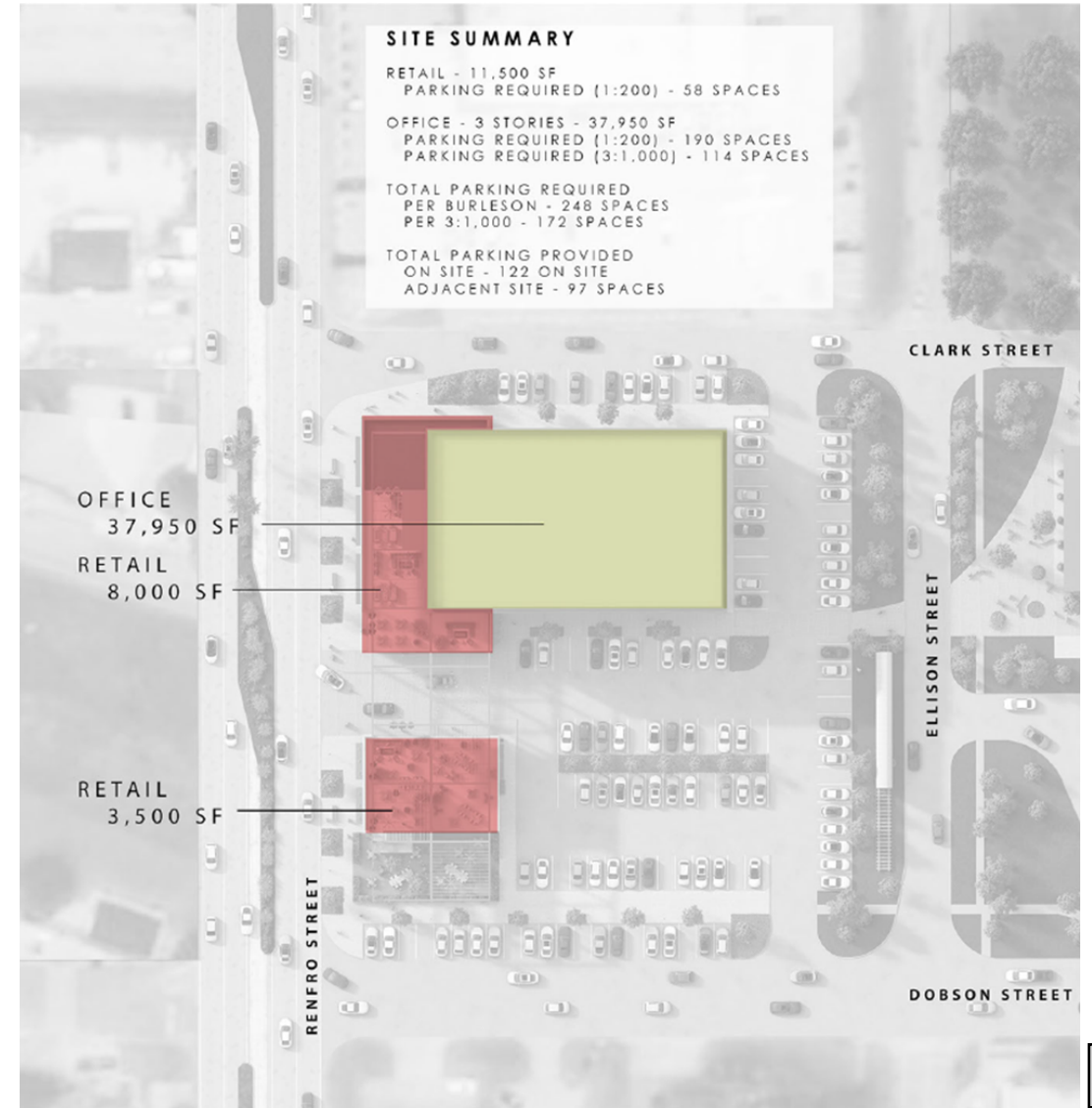
130 E. Renfro St. Timeline



RFP Vision for 130 E. Renfro St.

As presented on 4.4.2022

- Allow retail, restaurant and office use no more than 32 feet in height
- Prefer no multi-family/residential component
- All options to include consistency with Old Town architecture, market base rent and tie into Old Town district walkability
- Will consider all options received
 - Above is represented as a preference, but not a requirement



Proposed Development by CHC Development



Site Summary

Retail/Restaurant - 15,500sf (two buildings with paseo)

Office - 10,000sf (two stories)

\$9.6M capital investment (without land)



Private Parking

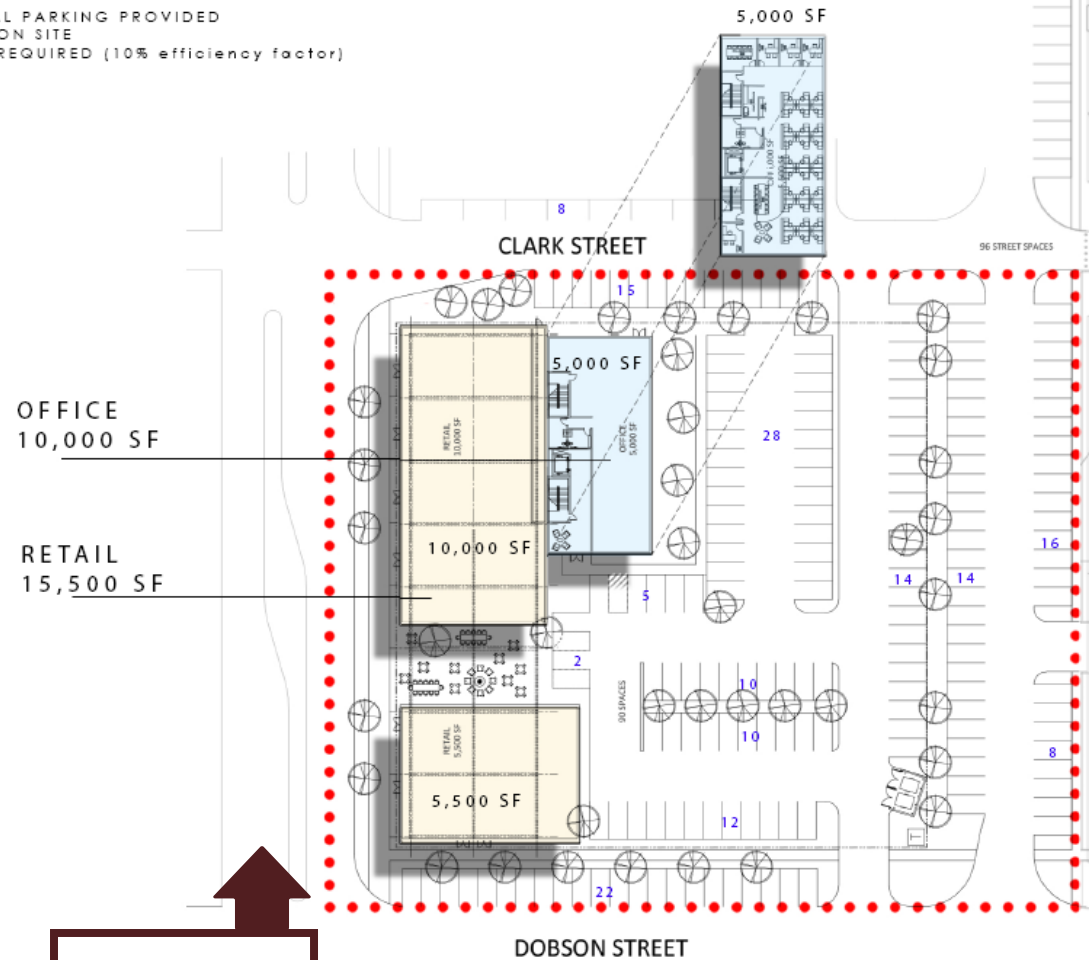
186 required parking spaces provided on site

SITE SUMMARY

RETAIL - 15,500 SF
PARKING REQUIRED (1:100) - 155 SPACES

OFFICE - 2 STORIES - 10,000 SF
PARKING REQUIRED (3:1,000) - 30 SPACES

TOTAL PARKING PROVIDED
186 ON SITE
185 REQUIRED (10% efficiency factor)



Renfro St.



Renfro St.



Project Vision



- New to Market Mutually Agreed Tenants
Projected \$9.6M sales annually
Site has been zero tax revenue since before 1963
- Vision Redevelopment
Use, design and walkability fit with Old Town vision
- Proposed Timeline
Pre-construction: 9-12 months
Constriction: 12-14 months
Commence Construction no later than Q4 2024

Public Improvements

Developer to be reimbursed for public improvements constructed in the right-of-way



Consistent with Old Town architecture



Walkable



Includes public parking

Proposed Incentives

Developer Obligations

1. Purchase property for \$2M by 5/31/2022
2. Apply for entitlements and zoning by closing
3. Develop 25,500 GSA; 15,500 - retail/restaurant, 10,000 - office
4. Begin construction by 12/31/2024
5. \$9.6M capital investment (without land)
6. Secure qualifying office tenant (HQ and wages above \$55k)
7. Work cooperatively with EDC to secure mutually acceptable, new-to-market retail/restaurant tenants

4A/City Obligations

1. Reimburse developer up to \$750,000 for public improvements
2. Deliver clean site upon closing
3. \$450,000 - upon building permit approval
4. \$450,000 - upon final certificate of occupancy
5. \$450,000 - upon first anniversary of a qualified office tenant
6. \$450,000 - upon second anniversary of a qualified office tenant
7. \$450,000 - upon third anniversary of a qualified office tenant

Project Proforma

Project Hill College	2023 Year 1	2024 Year 2	2025 Year 3	2026 Year 4	2027 Year 5	2028 Year 6	2029 Year 7	2030 Year 8	2031 Year 9	2032 Year 10		2042 Year 20
CAPEX	\$ 9,600,000.00											\$ -
Appraised Value (70% of CAPEX +3%/yr)	\$ 6,720,000.00	\$ 6,921,600.00	\$ 7,129,248.00	\$ 7,343,125.44	\$ 7,563,419.20	\$ 7,790,321.78	\$ 8,024,031.43	\$ 8,264,752.38	\$ 8,512,694.95	\$ 8,768,075.80		\$ 11,783,560.68
Revenue												
Sales Tax	\$ 192,655.67	\$ 198,435.34	\$ 204,388.40	\$ 210,520.05	\$ 216,835.65	\$ 223,340.72	\$ 230,040.94	\$ 236,942.17	\$ 244,050.43	\$ 251,371.95		\$ 337,822.88
Property Tax	\$ 43,680.00	\$ 44,990.40	\$ 46,340.11	\$ 47,730.32	\$ 49,162.22	\$ 50,637.09	\$ 52,156.20	\$ 53,720.89	\$ 55,332.52	\$ 56,992.49		\$ 76,593.14
Land	\$ 2,000,000.00											
Expenses												
Sales Rebate												
Jobs	\$ (450,000.00)	\$ (450,000.00)	\$ (450,000.00)	\$ (450,000.00)	\$ (450,000.00)							
Public Infr.	\$ (750,000.00)											
											Incentive Total \$ (3,000,000.00)	Incentive Total \$ (3,000,000.00)
Annual	\$ 1,036,335.67	\$ (206,574.26)	\$ (199,271.49)	\$ (191,749.64)	\$ (184,002.13)	\$ 273,977.81	\$ 282,197.15	\$ 290,663.06	\$ 299,382.95	\$ 308,364.44		\$ 414,416.02
Cumulative		\$ 829,761.40	\$ 630,489.91	\$ 438,740.28	\$ 254,738.15	\$ 528,715.96	\$ 810,913.11	\$ 1,101,576.17	\$ 1,400,959.12	\$ 1,709,323.56	ROI 57%	ROI 178%
Projected Sales (+3%/yr)	\$ 9,632,783.33	\$ 9,921,766.83	\$ 10,219,419.84	\$ 10,526,002.43	\$ 10,841,782.50	\$ 11,167,035.98	\$ 11,502,047.06	\$ 11,847,108.47	\$ 12,202,521.73	\$ 12,568,597.38		\$ 16,891,143.88

4A Performance Measures: \$450,000/ea

- Building Permit Approved
- Final C/O on site Approved
- Qualifying office tenant year 3
- Qualifying office tenant year 4
- Qualifying office tenant year 5



Requested Action



Approve

Approve a chapter 380 agreement with CHC
Development for the development of 130
East Renfro Street



Deny

Deny a chapter 380 agreement with CHC
Development for the development of 130
East Renfro Street

Staff Recommends Approval

City Council Regular Meeting

DEPARTMENT: Fire

FROM: Josh Jacobs, Assistant Fire Chief

MEETING: January 9, 2023

SUBJECT:

Consider approval of an interlocal agreement with the City of Denton for cooperative purchasing between the cities that will allow, among other cooperative purchases, utilization of an existing City of Denton contract for the maintenance and equipment repair of the City of Burleson's current outdoor warning system. *(Staff Contact: Josh Jacobs, Assistant Fire Chief)*

SUMMARY:

The purpose of this action is to request approval of an interlocal agreement with the City of Denton to give staff another avenue to use resources through existing contracts, leveraging economies of scale to find the best value for goods and services for the City of Burleson. There is no cost associated with this agreement. This agreement simply allows the city to purchase equipment and services through pre-negotiated contracts with the city of Denton.

The City of Denton currently has a contract with Joe Goddard Enterprises LLC. for maintenance and equipment purchasing of their outdoor warning system. City staff is in the process of updating the outdoor warning system and has found the least expensive cost is via the contract that the City of Denton has with Joe Goddard Enterprises LLC. Staffs intent, subject to council approval of this interlocal is to bring an item back for consideration related to our outdoor warning system through this vendor, utilizing this process.

OPTIONS:

- 1) Approve as presented
- 2) Deny

RECOMMENDATION:

Approve as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Josh Jacobs
Title: Assistant Fire Chief
jjacobs@burlesontx.com
817-426-9172



Interlocal Agreement-The City of Denton Recommendation

CITY COUNCIL PRESENTATION

JANUARY 9, 2023

Interlocal Agreement Objectives

Intent

Allow cooperative purchasing of goods and services between cities via existing contracts at a cost benefit.

- Additional detail provided in Department Memo



Staff Utilization

Purpose

- Joe Goddard LLC. contract with The City of Denton for their outdoor warning system
- This is the most effective option for maintenance and upgrades



Summary

Staff recommends approval of an Interlocal Agreement with The City of Denton for the purpose of utilizing an existing contract with Joe Goddard Enterprises LLC. for maintenance and repair of our outdoor warning system.





Questions Comments

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN CITY OF BURLESON AND CITY OF DENTON, TEXAS**

STATE OF TEXAS

COUNTY OF DENTON

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (the “Agreement”) is made on the _____ day of _____, 20____, between the City of Denton, and City of Burleson; jointly referred to herein as “parties” and each separately as a “party.”

WHEREAS, each party is authorized by Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”), to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing necessary materials and supplies;

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization;

WHEREAS, the parties recognize that participation in this cooperative purchasing program will be highly beneficial to the taxpayers of the parties through anticipated savings to be realized;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation;

WHEREAS, it is deemed in the best interest of all parties that said governments enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.
Purpose**

- A. The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

II. Duration of Agreement

- A. This Agreement shall be in full force and effect from the date it is duly executed by all parties until terminated by either party to this Agreement. Any party may modify and/or terminate this Agreement in accordance with the following terms and conditions:
- The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
 - This Agreement may be terminated at any time by either party, with or without cause, upon thirty days' written notice to the other party. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent (i) as an attachment to an email, (ii) by fax with a successful send confirmation, or (iii) by certified mail to the address as listed herein:

City of Denton: Procurement Division
 Attn: Purchasing Manager
 City of Denton
 901 B Texas Street
 Denton, TX 76209
 Phone: 940-349-7100
 Fax: 940-293-1837
 purchasing@cityofdenton.com

City of Burleson: City Manager's Office
 Attn: Bryan Langley, City Manager
 City of Burleson
 Address: 141 W. Renfro St.
 Burleson, TX
 Phone: 817-426-9680
 Email: blangley@burlesontx.com

III.

Relationship of Parties

- A. It is agreed that the parties, in receiving products and/or services specified in this Agreement, shall each act as an independent purchaser and shall have control of its needs and the way any such products and/or services are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any supplier agreement obtained in accordance with Texas law.
- B. The parties shall notify, using the notice procedures set forth in Section II.A, all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the list of contracts available for cooperative purchasing.
- C. Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this Agreement individually and on its own behalf.
- E. Purchasing Agent or their designee, is the official representative to act for the City of Denton in all matters relating to this Agreement.
- F. **City Manager** or their designee, is the official representative to act for City of Burleson in all matters relating to this Agreement.

IV.

Purchase of Goods and Services

- A. All products and services shall be procured in accordance with all appropriate procedures governing competitive bids and competitive proposals, as required by the laws of the State of Texas.
- B. The parties will be able to purchase from those contracts established by the other party where notice has been given in the bid specifications and the successful bidder has accepted terms for cooperative purchasing agreements for local governments.
- C. The parties hereto agree that the ordering of products and services through this Agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly or, if deemed advantageous by the parties, to both parties.
- D. The parties agree to pay successful bidders directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder

only for products and services ordered by and received by such party and shall not, by the execution of this Agreement, assume any additional liability.

- E. The parties do not warrant and are not responsible for the quality or delivery of products or services from the successful bidder. The participating parties shall receive all warranties provided by the successful bidder for the products or services purchased.
- F. If any dispute arises between individual parties and a successful bidder, such dispute shall be handled by and between the participating party's governmental body and the bidder.

V.

Liability and Immunity Provisions

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.
- C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

VI.

Miscellaneous

- A. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.
- B. In the event any one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.
- D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.
- E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.
- F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.
- G. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.
- H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this

Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers thereon the day and the year first above written.

CITY OF BURLESON, TEXAS

CITY OF DENTON, TEXAS

CITY MANAGER

CITY MANAGER

ATTEST:
AMANDA CAMPOS, CITY SECRETARY

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

BY: _____

APPROVED AS TO LEGAL FORM:
ALLEN TAYLOR, CITY ATTORNEY

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

BY: _____

City Council Regular Meeting

DEPARTMENT: Police Department
FROM: Billy J. Cordell, Chief of Police
MEETING: January 9, 2023

SUBJECT:

Consider approval of an inter-local agreement for the Tri-County Auto Theft Task Force in partnership with the City of Mansfield, City of Burleson, City of Kennedale, City of Midlothian, City of Alvarado, and the Tarrant County Constable Precinct 7 and authorize the City Manager and the Chief of Police to execute the agreement. (*Staff Contact: Billy J. Cordell, Chief of Police*)

SUMMARY:

Grant funding through the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas has been obtained for the formation and operation of a joint task force; Tri County Auto Theft Task Force (TCATTF), during a grant period of September 1, 2022 to August 31, 2023. Per the agreement, the City of Burleson Police Department will provide one investigator to support the TCATTF investigatory function, which includes the investigation of auto thefts reported to the Burleson Police Department, and in return the City of Burleson will be reimbursed up to \$46,333. Further, TCATTF provides services to citizens within the service area, such as a bait vehicle program, VIN etching, 68-A inspections, and educational programs.

The Burleson Police Department has investigated the following auto thefts in recent years:

- 2017—62
- 2018—45
- 2019—76
- 2020—83
- 2021—84
- 2022 (through December 9, 2022)—43

The Burleson Police Department has participated in the TCATTF since 2014.

OPTIONS:

- 1) Approve the inter-local agreement between the City of Mansfield, City of Burleson, City of Kennedale, City of Midlothian, City of Alvarado, and the Tarrant County Constable Precinct 7

- 2) Deny the inter-local agreement

RECOMMENDATION:

Approve the interlocal agreement between the City of Mansfield, City of Burleson, City of Kennedale, City of Midlothian, City of Alvarado, and the Tarrant County Constable Precinct 7

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

Reimbursement up to the amount of \$46,333 for providing a sworn investigator to support the TCATTF investigatory function.

STAFF CONTACT:

Billy J. Cordell
Chief of Police
bcordell@burlesontx.com
817-426-9912



Tri-County Auto Theft Task Force

Chief Billy J. Cordell

January 9, 2023

Inter-local Agreement

Tri-County Auto Theft Task Force (TCATTF)

- The Burleson Police Department has provided an officer to participate with the TCATTF for a number of years.
- The TCATTF consists of the Cities of Mansfield, Kennedale, Midlothian, Alvarado, Tarrant County Constable Precinct 7 and Burleson.
- The TCATTF primarily investigates auto theft and burglary of motor vehicles. They participate in a number of crime prevention efforts.
- The City of Mansfield manages grant funding through the State of Texas that reimburses each agency up to \$46,333.00.

Inter-local Agreement

- Options:

- Approve the inter-local agreement (staff's recommendation); or,
- Deny the agreement.

Questions / Comments

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **City of Mansfield**, a municipal corporation situated in Tarrant, Johnson and Ellis Counties, Texas, hereinafter referred to as "Mansfield," **City of Burleson**, a municipal corporation situated in Tarrant and Johnson Counties, Texas, hereinafter referred to as "Burleson," **City of Kennedale**, a municipal corporation situated in Tarrant County, Texas, hereinafter referred to as "Kennedale," **City of Midlothian**, a municipal corporation situated in Ellis County, Texas, hereinafter referred to as "Midlothian," **City of Alvarado**, a municipal corporation situated in Johnson County, Texas, hereinafter referred to as "Alvarado," and **Tarrant County Constable Precinct 7**, a political subdivision of the State of Texas, hereinafter referred to as "Constable," pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, Mansfield, Burleson, Kennedale and Midlothian wish to accept a joint grant award from the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, for funding not to exceed \$331,342 for the formation and operation of a joint task force; Tri County Auto Theft Task Force, with a grant period of September 1, 2022 to August 31, 2023; and,

Whereas, Mansfield, Burleson, Kennedale and Midlothian have agreed to contribute the total of \$184,600 in matching funds; and,

Whereas, the source of funds would not normally be used for this purpose; and,

WHEREAS, Mansfield, Burleson, Kennedale, and Midlothian believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

Whereas, Mansfield, Burleson, Kennedale, Midlothian, Alvarado, and Constable agree to each accept the responsibility and to adhere to all pertinent federal, state, and local laws or regulations; and,

Whereas, Alvarado and Constable wish to participate in the joint task force; Tri County Auto Theft Task Force, with the knowledge that no grant funds will be provided; and,

Whereas, Alvarado and Constable wish to participate in the joint task force; Tri County Auto Theft Task Force, with no matching funds provided.

NOW THEREFORE, IT IS HERE AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow Mansfield, Burleson, Kennedale, Midlothian, Alvarado, and Constable to accept a grant award to form a joint task force with the Motor Vehicle Crime Prevention Authority, which statement of grant award is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2022 to August 31, 2023.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, Mansfield, Burleson, Kennedale and Midlothian agree to contribute a total of \$184,600 in matching funds for the enhancement of the joint task force in the amounts as follows:

	TOTAL	GRANT FUNDS	CASH MATCH
MPD - Lieutenant	\$122,114	\$73,604	\$48,510
MPD - Investigator	\$72,686	\$43,808	\$28,878
MPD - Secretary	\$83,962	\$83,962	\$0
Burleson – Investigator	\$77,390	\$46,333	\$31,057
Kennedale – Investigator	\$68,058	\$40,711	\$27,347
Midlothian – Investigator	\$71,732	\$42,924	\$28,808
Supplies/Operating	\$20,000	\$0	\$20,000
Totals	\$515,942	\$331,342	\$184,600

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the grant award is set out in the attachment to this Agreement, marked as Exhibit “B”, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant for whom it was acquired, subject to the approval of the Motor Vehicle Crime Prevention Authority of the State of Texas.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTIONS

7 .01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified

grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will 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).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of 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") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Tri County Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and

directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as

acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Mansfield will oversee the administration, procurement and reporting for the grant-funded activities and will act as the sole administrator of the grant funds.

Burleson, Kennedale, Midlothian, Alvarado, and Constable agrees to participate in a collaborative manner with Mansfield throughout the life of the grant and comply with all requirements of administration, procurement, reporting and any other requirement as deemed necessary by the Motor Vehicle Crime Prevention Authority to the State of Texas.

Mansfield, Burleson, Kennedale, Midlothian, Alvarado, and Constable agree to each accept the responsibility to adhere to all pertinent federal, state, and local laws or regulations.

Each party whose signature appears on this Agreement represents that they have the authority to enter into this Agreement for their represented agency.

ARTICLE XIII. MODIFICATION

This Agreement may be modified upon the mutual written consent of the parties. Any such written communications should be sent to the following person at the following address:

City of Mansfield
Tracy Aaron
Chief of Police
1305 East Broad Street
Mansfield, Texas 76063

City of Midlothian
Carl Smith
Chief of Police
1150 US-67
Midlothian, Texas 76065

City of Burleson
Billy Cordell
Chief of Police
225 West Renfro Street
Burleson, Texas 76028

Tarrant County Constable Pct. 7
Sandra Lee
Constable Pct. 7
1100 E. Broad Street, Ste. 201
Mansfield, Texas 76063

City of Kennedale
Michael Holguin
Chief of Police
401 Municipal Drive
Kennedale, Texas 76060

City of Alvarado
Teddy Mays
Chief of Police
600 South Parkway
Alvarado, Texas 76009

ARTICLE XIV. TERMINATION

This Agreement will remain in effect until the expiration of the grant period unless one of the parties request termination or modification accompanied by 60 days' notice of such request.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

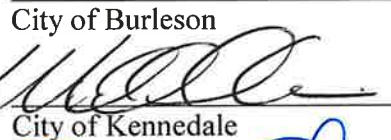
ON THIS THE ____ DAY OF ____, 2022.



City of Mansfield

11/14/2022

Date

City of Burleson


City of Kennedale

Date
09/21/2022

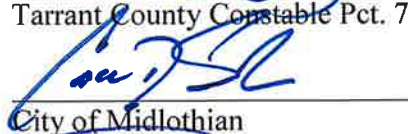
Date



Tarrant County Constable Pct. 7

10/2/2022

Date



City of Midlothian

10/17/2022

Date



City of Alvarado

9/22/2022

Date

City Council Regular Meeting

DEPARTMENT: Community Services
FROM: Sara Miller, Deputy Director-Library
MEETING: January 9, 2023

SUBJECT:

Consider approval of an interlocal agreement with the cities of Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, Watauga, the Benbrook Library District and the Forest Hill Library District for library courier service. (*Staff Contact: Sara Miller, Deputy Director-Library*)

SUMMARY:

MetroShare Libraries currently connects the Burleson Public Library with libraries in Benbrook, Decatur, Forest Hill, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw and Watauga. The Benbrook Library District will acquire a vehicle and hire an employee to deliver items between libraries. The Burleson Public Library will reimburse Benbrook for a proportionate share of gasoline expenses and employee salary costs. The annual cost for service is \$1,281.

OPTIONS:

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

Staff recommends approving the interlocal agreement for library courier service.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

On June 20, 2022 Council approved an interlocal agreement for the reciprocal lending of library materials.

FISCAL IMPACT:

Library account number 001-1611-451.55-14 for \$1,281.

STAFF CONTACT:

Sara Miller
Deputy Director-Library
smiller@burlesontx.com
817-426-9203

Library Courier Service

JAN 9, 2023

CITY COUNCIL



Courier Service

Courier service will move library materials between eleven MetroShare libraries:

Burleson, Benbrook, Decatur, Forest Hill, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw and Watauga.



Annual Costs

\$813 Staffing cost reimbursement

\$468 Gasoline cost reimbursement

Recommendation

Approve the interlocal agreement for library courier service.

STATE OF TEXAS

COUNTY OF TARRANT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Benbrook Library District, the City of Burleson, Texas; the City of Decatur, Texas; the City of Haltom City, Texas; the City of Haslet, Texas; the City of Keller, Texas; the City of Richland Hills, Texas; the City of Roanoke, Texas; the City of Saginaw, Texas; the City of Watauga, Texas; and the Forest Hill Library District, each governmental entities organized under the laws of the State of Texas (individually referred to as “Party” and collectively as “Parties”) effective October 1, 2022.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, the Benbrook Library District (“Benbrook”), the Cities of Burleson, Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, and Watauga (collectively referred to herein as “the Cities”) and the Forest Hill Library District (“Forest Hill”) have entered into an MOU for the reciprocal lending of library materials (“Reciprocal Lending Agreement”); and

WHEREAS, Benbrook desires to acquire a vehicle suitable for transporting books and other library materials to other libraries participating in the Reciprocal Lending Agreement; and

WHEREAS, the Cities and Forest Hill have the need to transport books and other library materials to other libraries participating in the Reciprocal Lending Agreement.

NOW, THEREFORE, Benbrook, the Cities, and Forest Hill hereby contract, agree, and covenant for good and valuable consideration as follows:

I.

A. Benbrook’s Responsibilities: Benbrook agrees to:

1. Acquire, maintain, and insure a vehicle suitable for the transportation of books and other library materials.
2. Hire an employee whose primary responsibility will be to transport books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties.
3. Use its best efforts to schedule the delivery of books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties on a consistent basis in accordance with the Schedule set forth in Exhibit A attached

hereto and incorporated herein. However, Benbrook shall have no responsibility for delivering materials on days on which Benbrook is closed.

4. Provide a monthly report at the MetroShare Director's meeting regarding the services provided herein.

B. The Cities and Forest Hill's responsibilities: The Cities and Forest Hill agree to:

1. Reimburse Benbrook for (i) a proportionate share of gasoline expenses incurred by Benbrook under this MOU; and (ii) a proportionate share of the salary of the employee hired by Benbrook in accordance with Paragraph I.A.2 over and above any grant funding received from the Texas State Library and Archives Commission for this purpose. The amount to be paid by the Cities and Forest Hill is outlined in Exhibit B attached hereto and incorporated herein.
2. The payment required by paragraph I.B.1 above shall be paid within thirty (30) days of execution of this MOU.

C. Dispute Resolution: Disputes arising between the parties regarding lost materials shall be resolved by the library directors involved in the dispute. Should the Parties fail to resolve the dispute, the President of MetroShare will review the matter and issue a final determination. If the President is involved in the dispute, then the Vice President will issue a final determination.

II.

A. Term: The term of this MOU is for a period of one year beginning on October 1, 2022, and ending September 30, 2023. This MOU shall automatically renew for successive one (1) year terms unless terminated as provided in Section II.B. below.

B. Termination: Any Party to this MOU may, without stating cause or justification, terminate this MOU by giving written notice to the other Parties at least sixty (60) days in advance of the expiration of the then current Term. Upon termination, the MOU and the Parties' obligations will continue through the then current Term.

III.

Each Party shall operate hereunder as an independent contractor and not as an officer, member, trustee, agent, servant, or employee of any other Party. Each Party shall be solely responsible for the acts and omissions of its officers, members, trustees, agents, servants, and employees. No Party shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, trustees, agents, servants, or employees of any other Party.

IV.

Nothing in this MOU shall waive any statutory or common-law immunity or defense of Benbrook, the Cities, or Forest Hill, nor shall anything contained within this MOU inure to the benefit of any third party.

V.

The persons executing this MOU are duly authorized to sign this MOU on behalf of such Party.

VI.

This MOU contains the entire agreement of the Parties with respect to the subject matter hereof. Each Party has participated in the negotiation and review of this MOU and the terms of this MOU shall not be construed against or in favor of a Party hereto merely because such Party or its counsel is a drafter of this MOU.

VII.

Unless notified otherwise in writing, all notices are required to be given to all Parties in writing and delivered in person or sent via certified mail to the other Parties at the following respective addresses:

Benbrook Representative: Director-Benbrook Public Library 1065 Mercedes St. Benbrook, TX 76126	Burleson Representative: Deputy Director-Burleson Public Library 248 S.W. Johnson Ave. Burleson, TX 76028
Decatur Representative: Director-Decatur Public Library 1700 S. Highway 51 Decatur, TX 76234	Forest Hill Representative: Director-Forest Hill Public Library 6962 Forest Hill Dr. Forest Hill, TX 76140
Haltom City Representative: Director-Haltom City Public Library 4809 Haltom Rd. Haltom City, TX 76117	Haslet Representative: Director-Haslet Public Library 100 Gammill St. Haslet, TX 76052
Keller Representative: Director-Keller Public Library 640 Johnson Rd. Keller, TX 76248	Richland Hills Representative: Director-Richland Hills Public Library 6724 Rena Dr. Richland Hills, TX 76118
Roanoke Representative: Library Manager-Roanoke Public Library 308 S. Walnut St. Roanoke, TX 76262	Saginaw Representative: Director-Saginaw Public Library 355 W. McLeroy Blvd. Saginaw, TX 76179
Watauga Representative: Director-Watauga Public Library 7109 Whitley Rd. Watauga, TX 76148	

{ SIGNATURE PAGES TO FOLLOW }

EXECUTED this _____ day of _____, 2022 by the
Benbrook Library District.

BENBROOK LIBRARY DISTRICT

By: _____
Carol Hafer
President, Board of Trustees

Attest:

EXECUTED this _____ day of _____, 2022 by the
City of Burleson, Texas.

CITY OF BURLESON, TEXAS

By: _____
Bryan Langley, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Decatur, Texas.

CITY OF DECATUR, TEXAS

By: _____
Mara Nate

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Haltom City, Texas.

CITY OF HALTOM CITY, TEXAS

By: _____
Rex Phelps, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Haslet, Texas.

CITY OF HASLET, TEXAS

By: _____
Gary Hulsey, Mayor

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Keller, Texas.

CITY OF KELLER, TEXAS

By: _____
Mark Hafner, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Richland Hills, Texas.

CITY OF RICHLAND HILLS, TEXAS

By: _____
Candice Edmondson, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Roanoke, Texas.

CITY OF ROANOKE, TEXAS

By: _____
Cody Petree, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Saginaw, Texas.

CITY OF SAGINAW, TEXAS

By: _____
Gabe Reaume, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Watauga, Texas.

CITY OF WATAUGA, TEXAS

By: _____
Joshua Jones, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
Forest Hill Library District.

FOREST HILL LIBRARY DISTRICT

By: _____
Dr. Nicole Johnson
President, Board of Trustees

ATTEST:

EXHIBIT A

Route

The Benbrook Van will be leaving Benbrook and traveling to the following stops on Mondays and Fridays:

From	To	Mileage	Travel Time
Benbrook	Burleson	17.2	20
Burleson	Keller	33	50
Keller	Decatur	35.3	50
Decatur	Benbrook	50.2	60

The Benbrook Van will be leaving Benbrook and traveling to the following stops on Tuesdays and Thursdays:

From	To	Mileage	Travel Time
Benbrook	Burleson	17.2	20
Burleson	Forest Hill	12.2	15
Forest Hill	Richland Hill	14.4	25
Richland Hill	Haltom City	3.6	10
Haltom City	Watauga	3.8	10
Watauga	Keller	5.6	15
Keller	Roanoke	4.6	15
Roanoke	Haslet	9.2	20
Haslet	Saginaw	10.7	25
Saginaw	Benbrook	17.6	25

This route is subject to change with notice.

Library Closings

On the days that Benbrook Library is closed, no deliveries will be made. These are the following days for FY23:

Thursday, November 24th
Friday, November 25th
Friday, December 23rd
Monday, December 26th

Monday, January 2nd
Monday, May 29th
Tuesday, July 4th
Monday, September 4th

Benbrook will decide if the weather is not fit for driving. If the days can be made up for inclement weather, they will be made up on Wednesday. If a partner library will be closed for a day, then they will need to let Benbrook Library know when possible.

EXHIBIT B

The following amounts will be paid by each Party, including the \$468 cost of gas.

	% of 2021 Budget budget		Gas	Courier Yr 1	TOTAL
Benbrook					
Burleson	\$ 1,326,038	17%	\$468	\$813	\$ 1,281
Forest Hill	\$ 313,948	4%	\$468	\$193	\$ 661
Richland					
Hills	\$ 376,848	5%	\$468	\$231	\$ 699
Haltom					
City	\$ 975,513	13%	\$468	\$598	\$ 1,066
Keller	\$ 1,653,429	22%	\$468	\$1,014	\$ 1,482
Roanoke	\$ 613,383	8%	\$468	\$376	\$ 844
Decatur	\$ 552,072	7%	\$468	\$339	\$ 807
Haslet	\$ 330,354	4%	\$468	\$203	\$ 671
Saginaw	\$ 627,404	8%	\$468	\$385	\$ 853
Watauga	\$ 811,846	11%	\$468	\$498	\$ 966
TOTALS	\$ 7,580,835	100%	\$4680	\$4,650	\$ 9,330

City Council Regular Meeting

DEPARTMENT: Legal Department
FROM: Justin Scharnhorst, Assistant to the City Manager
MEETING: January 9, 2023

SUBJECT:

Consider approval of resolution establishing the City Council's priorities for the 88th Legislative Session. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)

SUMMARY:

The proposed resolution sets forth the City Council's priorities for the 88th Legislative Session based on the City Council discussion of the topic on December 12, 2022.

On December 12, 2022, the City Council received a report from City staff concerning the Council's legislative priorities. At the conclusion of the presentation, Council directed City staff to bring back a resolution setting forth the City Council's legislative priorities based on their discussion during the item.

Why is it important to develop a legislative program?

Cities and elected officials are occasionally asked to have an opinion on a variety of bills that affect local government. There are also times when elected officials or staff, as subject matter experts, are asked to testify or speak to state legislators on specific issues/proposed legislation, or to pass resolutions in support or opposition to bills.

A legislative program sets forth the City Council's position as a whole, not as individual members, on critical issues that will be discussed during the upcoming legislative session.

OPTIONS:

- 1) Approve City Council legislative program as proposed
- 2) Approve City Council legislative program with changes
- 3) Deny City Council legislative program

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

On December 12, 2022, the City Council received a report from City staff concerning the Council's legislative priorities.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Justin Scharnhorst
Assistant to the City Manager
jscharnhorst@burlesontx.com
817-426-9646



Legislative Program

PRESENTED TO THE CITY COUNCIL ON
JANUARY 9, 2023

Overview

- The 88th Session of the Texas Legislature begins January 10, 2023.
- State legislators began filing legislation in November 2022.
- During the previous legislative session more than 2,000 bills were introduced that would have affected Texas cities in some substantial way.
- City Council developed a legislative program with their position and priorities on local government-related legislation that occurred in the 87th Session.
- This was performed through a contract with Focused Advocacy in December 2020.

Why is this important?

- Cities and elected officials are occasionally asked to have opinions on a variety of bills that affect local government.
- There are times when elected officials or staff, as subject matter experts, are asked to testify or speak to State legislators.
- The purpose of a legislative program is to set forth the city council's position as a whole, not as individual members, on key issues that will be discussed during the upcoming session.
- As bills are filed council can request discussion by placing items on the agenda to adopt a resolution for or against specific proposed legislation.

Proposed Legislative Program:

- Support legislation that makes beneficial amendments to H.B. 2439 (86th Reg. Session), the building materials bill.
- Support local community-based decision-making. Oppose amendments that would erode municipal authority in any way, impose an unfunded mandate, or otherwise be detrimental to the city's ability to provide services and manage local affairs.
- Oppose legislation that would erode the authority to be adequately compensated for the use of the public's rights-of-way and/or erode municipal authority over the management and control of rights-of-way, including by state or federal rules or federal legislation.
- Support legislation that would allow to use either an official newspaper or a website to publish legal notices similar to the system used by the State of Texas for their agencies.

Proposed Legislative Program:

- Support legislation that promotes the City's ability to:
 - a. utilize economic development tools including, tourism programs,
 - b. attract business, recruit or retain employers, or compete for new business that grows the local and state economy,
 - c. manage the development of land, including the City's authority over any special purpose districts formed inside the City or the ETJ,
 - d. finance infrastructure (including the ability to issue debt),
 - e. manage franchise agreements, or
 - f. participate in utility rate cases
- Support the North Central Texas Council of Governments Regional Transportation efforts.

Proposed Legislative Program:

- Oppose legislation that would limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League (TML) to use any revenue, however derived, to communicate with legislators.
- Support legislation that would require police departments to adopt policies and procedures to require peace officers to document and address cases of domestic violence with evidence of impending breathing (strangulation).
- Support legislation that would impose a penalty enhancement in family violence cases where there is a child witness.
- These subjects are consistent with TML's recommendation.

Council Action

- Approve or deny a resolution adopting a legislative program for the 88th Legislative Session.

**CITY OF BURLESON CITY COUNCIL
RESOLUTION ESTABLISHING
THE CITY OF BURLESON 2023 STATE LEGISLATIVE
PROGRAM FOR THE 88TH TEXAS LEGISLATURE**

WHEREAS, the 88th Texas Legislature will commence on January 10, 2023; and

WHEREAS, revenue caps, budgeting authority, revenue sources, and many other legislative issues affecting local government will be considered; and

WHEREAS, the City of Burleson desires to adopt its 2023 State Legislative Program for the 88th Texas Legislature; NOW, THEREFORE,

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

SECTION 1. That the City of Burleson's 2023 State Legislative Program for the 88th Texas Legislature is adopted as set forth in Exhibit A and made a part of this resolution for all purposes.

SECTION 2. That the Mayor and City Council, City Manager and the City Attorney, or their designees, shall communicate the items included in the 2023 State Legislative Program to members of the Texas Legislature.

SECTION 3. The City Manager, or his designee, may draft appropriate resolutions or ordinances in support or opposition for legislation as outlined in the 2023 State Legislative Program.

SECTION 4. The Mayor and City Council, City Manager, and City Staff may provide testimony in support or opposition for legislation as outlined in the 2023 State Legislative Program.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 9th day of January 2023.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A

GENERAL LEGISLATIVE POLICY

STATEMENT OF PURPOSE

The fundamental goal of the City's legislative activities is to produce positive outcomes for the citizens of Burleson as a whole. Numerous proposals in the Texas Legislature have the potential to seriously impact the ability of the City to carry out its overall mission. By taking a proactive role in monitoring and commenting on proposals in the Texas Legislature, we are working to ensure that the citizens of Burleson can continue to enjoy the quality of life they have come to expect and deserve.

STATEMENT OF PRESERVATION

As a general policy, the City will oppose any legislation viewed as detrimental to the City's strategic goals or would limit home rule authority; is contrary to the health, safety, and welfare of its citizens; mandates increased costs or loss of revenues; or would diminish the fundamental authority of the City.

The City will oppose any initiatives that:

- Erode municipal authority in any way, impose an unfunded mandate, or otherwise be detrimental to cities.
- Provide for state preemption of municipal authority in general
- Impose further revenue and/or tax caps of any type
- Erode the ability of a city to issue debt
- Limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators
- Oppose legislation that would erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and control of rights-of-way, including by state or federal rules or federal legislation
- Oppose legislation that erodes or support legislation that promotes the City's ability to:
 - utilize economic development tools including tourism programs,
 - attract business, recruit or retain employers, or compete for new business that grows the local and state economy,
 - manage the development of land including the City's authority over any special purpose districts formed inside the City or the ETJ,
 - finance infrastructure,
 - manage franchise agreements, or
 - participate in utility rate cases

STATEMENT OF SUPPORT

The City supports any legislation that would advance the City's strategic goals and interests; improve the health, safety, and welfare of its citizens; and responsibly increase revenues.

Support

The City supports legislation that would:

- Make beneficial amendments to H.B. 2439, the building materials bill (See Exhibit B: HB 2439).
- Allow cities the option of using either an official newspaper or a website for the publication of legal notices.
- Support and collaborate with surrounding agencies to enhance regional transportation in ways that will positively impact the city of Burleson.
- Require police departments to adopt policies and procedures to require peace officers to document and address cases of domestic violence with evidence of impending breathing (strangulation).
- Impose a penalty enhancement in family violence cases where there is a child witness
- Support the North Central Texas Council of Governments regional transportation efforts.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: January 9, 2023

SUBJECT:

Consider approval of a contract with Kraftsman through a cooperative purchasing agreement with buyboard in the amount of \$88,562.94 for the purchase and installation of three shade structures for the Outdoor Pool at the Burleson Recreation Center. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

The Outdoor Pool does not currently have any permanent shade structures for members and guests. Over the last 12 years staff implemented multiple temporary umbrella shades without success due to the umbrellas becoming airborne in wind. This caused concern for patron safety and the umbrellas were removed.

By reallocating funds, we are seeking to correct this issue by installing three permanent shade structures and furniture. We are proposing the shade structures be purchased by the same company that designed and installed the splash pad to ensure synchronicity in the design of both shades. These structures will provide highly requested shade and seating for those enjoying the Outdoor Pool this summer.

The concrete slab will be bid out and brought to council on a future agenda. The furniture will be purchased administratively through a separate vendor.

OPTIONS:

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

Staff recommendation is approving the purchase of four shade structures, pool deck expansion, and furniture for the Outdoor Pool.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

FISCAL IMPACT:

Budgeted Y/N: N

Fund Name: Community Service Facilities

Full Account #s: 354-6020-456.72-05

Amount: \$88,562.94

Project (if applicable): PK2304

Financial Consideration

STAFF CONTACT:

Jen Basham

Director of Parks and Recreation

jbasham@burlesontx.com

817-426-9201

Brick Outdoor Pool Shade Structure & Furniture

City Council Meeting - January 9, 2023

Staff Presenter: Jen Basham, Director of Park and Recreation



Outdoor Pool Shade Structure & Furniture

- ① Background
- ② Funding
- ③ Replacement Details
- ④ Options



Background

- The Outdoor Pool does not currently have any permanent shade structures for guests
- Over the last 12 years staff has implemented multiple temporary umbrella shades without success due to the umbrellas becoming airborne in wind
 - This caused concern for patron safety and the umbrellas were removed



Funding



Funding: Excess funding in the amount of \$360,000 has been identified from HVAC savings

Project Cost: \$133,632.43

- 3- 20x20 shades-\$88,562.94
- 3,130 sq ft concrete slab estimated-\$35,000
- 6 Hexagon sundeck picnic tables-\$10,069.49
- This project was requested by a council member after budget submittals for FY 22-23 deadlines had passed

Replacement Details



SHADE SAILS WILL BE
BLACK AND MATCH
EXISTING SHADES AT
THE SPLASH PAD



TABLES WILL BE BLACK WITH
BLACK BASES AND MATCH
EXISTING SUNDECK
FURNITURE AT THE INDOOR
POOL

Expand pool deck to provide adequate room for shade structures & furniture

Install four permanent shade structures

The shade structures are being purchased through a cooperative purchasing agreement with Kraftsman, Inc. The same company that designed and installed the splash pad. The concrete slab and furniture will be purchased through separate vendors. The slab will come forward as a future council item since the total project cost exceeds the threshold

Install picnic tables under each shade structure for additional seating

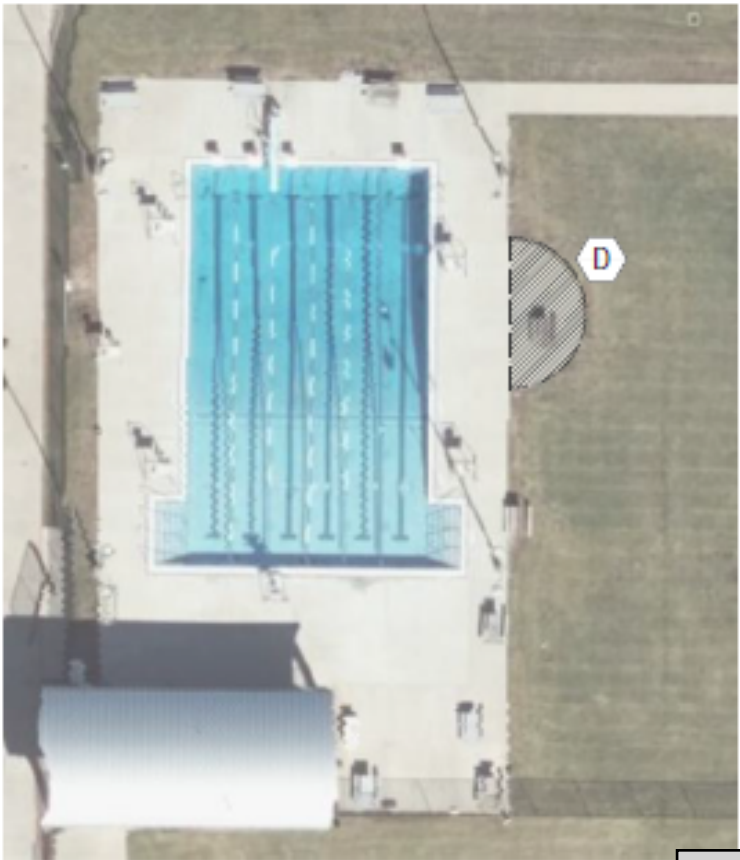
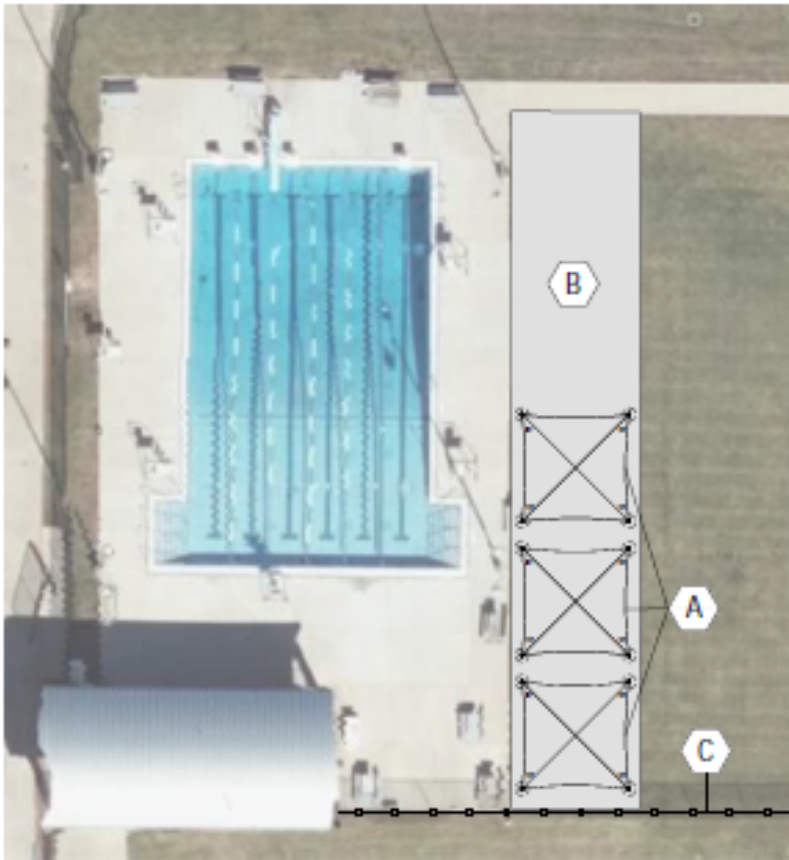
Layout

3-20x 20 shades, expanded pool deck for sunbathing with new loungers (purchased at the end of FY 21)

LEGEND		
○	DESCRIPTION	QTY
A	20'x20' Kite Sail Shade Eave height: 10' & 16' Total post height: 10.5' & 16.5'	3
B	Proposed Concrete Pad	3130 SF
C	Existing fence to remain	-
D	Existing concrete to be removed	313 SF



Pictures may not depict actual proposed equipment



Timing



If approved the project is estimated to take 12 weeks

Estimated Completion: Late April 2023

The outdoor pool is scheduled to open Memorial Day weekend

Options

- Approve as presented
- Approve with changes
- Deny





Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75811

Date: 12/30/2022

Project: 27425

Created By: Jeff Goodman

Quote Name: Kite Sail Shade w/Concrete pad by

Page 1 of 5

BILL TO

Burleson, City of ☎ 254-918-1296
Cherisa Black
BRiCk Pool Shade
550 NW Summercrest Blvd
Burleson, TX 76028

Terms:
Net 30 days

SHIP TO

Burleson, City of ☎ 254-918-1296
Cherisa Black
BRiCk Pool Shade
550 NW Summercrest Blvd
Burleson, TX 76028

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22					
3	KSHADEHIP	Custom Kite Sail Shade Canopy, 20' x 20' x 10' eave height with glide elbows, 4 columns mounted on base plates 6" below/above surface, by Superior Shade (Q251926)				\$12,652.15	\$37,956.45
12	PIERS36X060	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x60"	7.06		\$2,744.00	\$32,928.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade				\$900.00	\$900.00
1	PERMIT 1	Obtain Necessary Building Permit for Playground and or Canopy installation. BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO KRAFTSMAN.				\$1,667.00	\$1,667.00

Item Subtotal:	\$73,451.45
Shipping & Handling:	\$2,334.43
Discount:	-\$6,201.17
Equipment Subtotal:	\$69,584.71
Tax:	\$0.00
Install:	\$18,978.23

Total: \$88,562.94

Special Terms and Conditions

Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Patching of existing concrete decorative coatings, staining, coloring, or surfacing if any existing concrete deck is removed during excavation for piers.
- Removal of existing equipment.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Initials _____



Kraftsman

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QUOTE #Q75811

Date: 12/30/2022

Project: 27425

Created By: Jeff Goodman

Quote Name: Kite Sail Shade w/Concrete pad by

Page 2 of 5

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Haul off of soil and concrete spoils from project site; or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility. Assembly of all frame work, installation of fabric and cable system, and all equipment necessary for installation.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

Initials _____



Kraftsman

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Spring, TX 77388
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QUOTE #Q75811

Date: 12/30/2022

Project: 27425

Created By: Jeff Goodman

Quote Name: Kite Sail Shade w/Concrete pad by

Page 3 of 5

Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Building Permits:

- Building permits are included or provided.
- Engineer stamped plans are included.

Canopy Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 8-10 weeks.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □



Kraftsman

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Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75811

Date: 12/30/2022

Project: 27425

Created By: Jeff Goodman

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Page 4 of 5

Initials _____



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QUOTE #Q75811

Date: 12/30/2022

Project: 27425

Created By: Jeff Goodman

Quote Name: Kite Sail Shade w/Concrete pad by

Page 5 of 5

General Terms and Conditions

Bill To:

Burleson, City of

Ship To:

Burleson, City of

Terms:

Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted Jeffrey T Goodman

Date December 30, 2022

Jeff Goodman

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:

2022-964601

Date Filed:

12/30/2022

Date Acknowledged:

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

Kraftsman
Spring, TX United States

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

City of Georgetown

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

23-0064-GC
Supply and install Kite Sail Shades

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Korey Soderberg, and my date of birth is [REDACTED].

My address is 19535 Haude Rd, Spring, TX, 77388, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 30 day of Dec, 2022.
(month) (year)

Korey Soderberg

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Parks and Recreation Director
MEETING: January 9, 2023

SUBJECT:

Consider approval of a construction contract with G Rod Construction for the renovation of the Bartlett Park soccer fields in the amount not to exceed \$1,102,968.46. *(Staff Contact: Jen Basham, Parks and Recreation Director)*

SUMMARY:

The Bartlett Park soccer fields were built in 2016 to include 16 fields. Each field was designed be individually crowned in an attempt to optimize surface drainage. Over time, the grades on most of the fields have failed and adversely impacted play. Additionally, crowning to individual fields limited ability to shift play as needed or provide flexibility in programming. The renovation of the soccer fields includes regrading to maximize programming and quality of play. In addition, the irrigation with be updated and new sport-grade turf will be installed.

OPTIONS:

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

Staff recommends approving as presented.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

During the January 5, 2023 meeting, Parks Board recommended approving as presented.

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: 4B Bond Fund
Full Account #s:362-6020-456.72-98
Amount: \$1,102,968.46
Project (if applicable): PK2207

STAFF CONTACT:

Jen Basham, CPRE
Parks and Recreation Director
jbasham@burlesontx.com
817-426-9201

An aerial photograph of a green soccer field with white boundary lines. Several players in various colored jerseys are scattered across the field. A semi-transparent dark green rectangle is overlaid on the top-left portion of the field, containing the title and date text.

Bartlett Park Soccer Fields Renovation

City Council
January 9, 2023

Overview

- ① Background
- ② Current Layout
- ③ New Layout
- ④ Project Scope
- ⑤ Bid Summary
- ⑥ Timeline
- ⑦ Action Options

Background

- The City has a long standing partnership with Burleson Soccer Association to manage soccer leagues for the community. The current site at Bartlett is maintained by BISA, and the City funds the utilities and surrounding maintenance for the park
- 2016 - Bartlett Park Soccer Complex built with 16 fields on 8 acres of City property adjacent to the Recreation Center
- 2021 - Burleson Independent Soccer Association (BISA) inquires about possibility to have fields renovated due to severe grading issues which caused safety concerns
- Early 2022 - Soccer field renovations added to Parks and Recreation's Capital Improvement Program (CIP) to address turf and grading issues identified
- Spring 2022 - Parks met with BISA to collect feedback on ideal layout for soccer programming at site
- Summer 2022 - Entered into agreement with Kimley Horn and Associates for renovation and grading plans for soccer fields

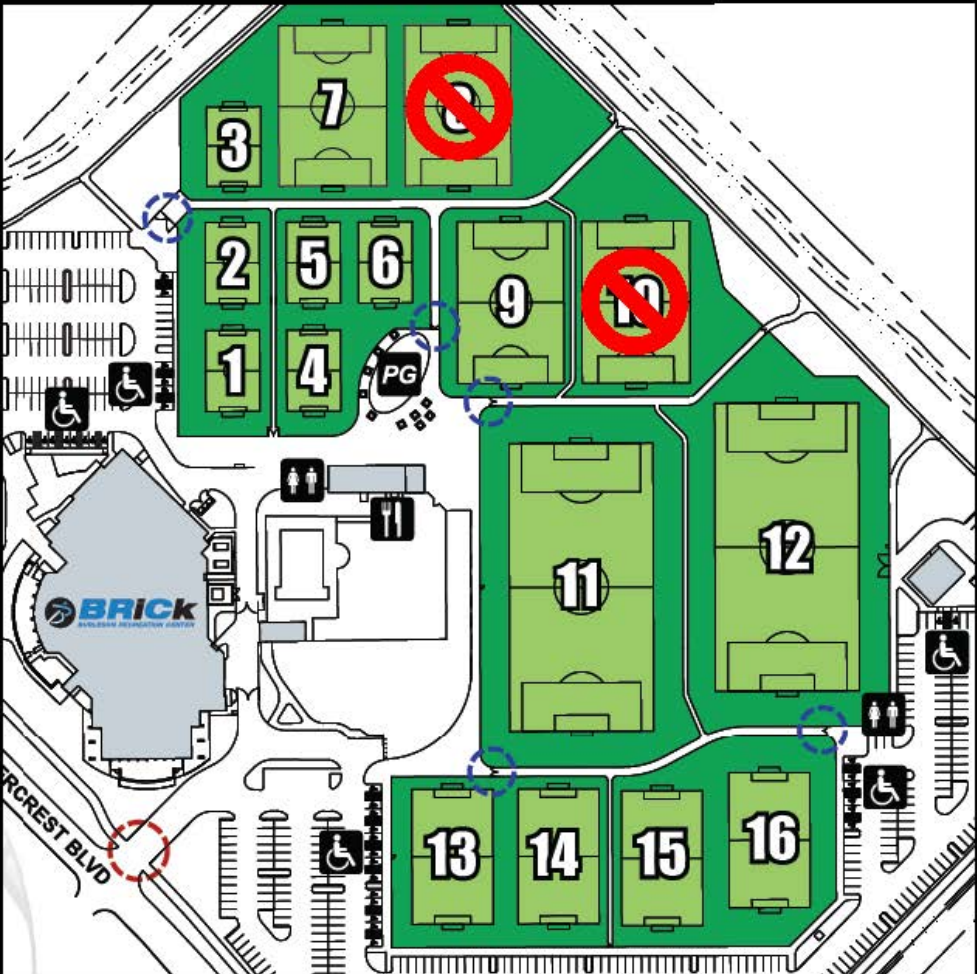
Current Layout-16 total fields, with 14 usable fields

Challenges with grading exist across all 16 fields, fields 8 & 10 have become unusable for play due to conditions

Current State

AGE GROUP	FIELD COUNT
U4	2
U5 to U6	4
U7 to U8	4
U9 to U10	2
U11 to U12	2
U13 and Above	0
Total Fields	14

- Field #8 & #10 currently unusable due to grading issues
- No U13+ field currently at Summercrest
- U7-U8 fields located far south end of facility away from restrooms and playground





Proposed State

AGE GROUP	FIELD COUNT
U4	2
U5 to U6	4
U7 to U8	4
U9 to U10	4
U11 to U12	2
U13 and Above	1
Total Fields	17

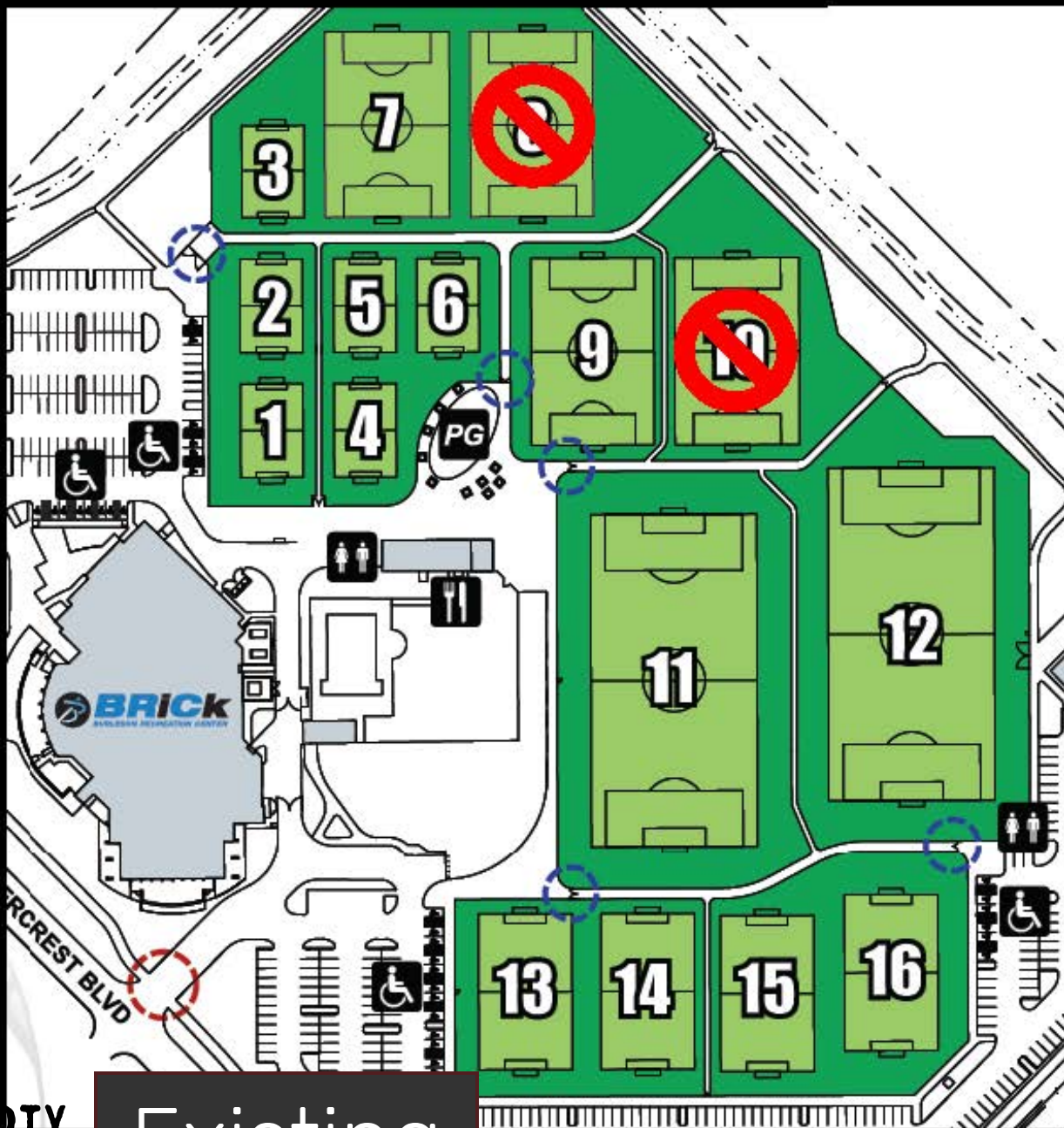
Changes:

- Plus 2 U9-U10 Fields
- Plus 1 U13+ Field
- All U8 and below fields located on North end of facility closer to restrooms and playground.

-  = Preferred Lighting Layout
-  = Possible Shade Sites



Lighting and shade was not included as part of the scope of this project.
BISA has provided preferred lighting layouts as a future CIP request



Existing

Proposed

Project Scope

- Regrading to area to maximize drainage, playability and safety within floodplain and floodway compliance
- Installing irrigation to new layout
- Amending soils with approved materials
- Planting new Latitude 36 Bermudagrass sod on all fields and common areas within complex for better quality of play
- Removed unnecessary connector paths to maximize playable areas
- Improved layout to better maximize playability and user experience for families with kids in multiple age groups



Bid Summary



- Funding: \$1,500,000 has been programmed into the FY 2023 Parks CIP for this project
- RFB was issued and scored on the following criteria:
 - Cost of Goods
- Total Qualified Bids: 4
- Bid Range:
 - High \$1,589,723.90
 - Low \$1,102,968.46
- Recommended Best Overall Value
 - Contractor: G Rod Construction
 - Bid:\$1,102,698.46

Estimated Timeline



Options

Staff recommendation



Recommend awarding a contract
with G Rod Construction in the
amount of \$1,102,698.46 for the
construction of soccer fields at
Bartlett Park



Deny

**Contract Documents and Specifications for
the Construction of**



**The Bartlett Soccer Complex
Burleson, Texas**

October 2022
City Job No. ITB 2023- 004



801 Cherry Street
Suite 1300, Unit 11
Fort Worth, TX 76102

CONTRACT DOCUMENTS

CITY OF BURLESON
PLANS FOR THE BARTLETT SOCCER COMPLEX
TABLE OF CONTENTS

CONTRACT DOCUMENTS

Notice to Bidders
 Instructions to Bidders
 Conflict of Interest Questionnaire
 Bid Form
 Bid Bond
 Standard Form of Agreement
 Performance Bond
 Payment Bond
 Maintenance Bond
 Certificate of Insurance
 Form 1295
 Standard General Conditions of the Construction Contract
 Supplementary Conditions
 Wage Rates

TECHNICAL SPECIFICATIONS

Division 01 – General Requirements

Section 01010	Summary of Work
Section 01020	Contract Considerations
Section 01039	Coordination and Meetings
Section 01300	Submittals
Section 01340	Shop Drawings, Product Data, and Submittals
Section 01410	Testing Laboratory Services
Section 01500	Construction Facilities and Temporary Controls
Section 01580	Project Signs
Section 01600	Materials and Equipment
Section 01630	Substitutions and Product Options
Section 01700	Project Closeout

Division 02 – Sitework

Section 02100	Site Preparation/Tree Protection Fencing
Section 02200	Earthwork
Section 02220	Excavation, Trenching, and Backfilling
Section 02875	Site and Street Shelters
Section 02930	Turfgrass

Division 32 – Irrigation

Section 328400	Site Irrigation
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NOTICE TO BIDDERS

Electronic Bids addressed to the Purchasing Agent of the City of Burleson, Texas will be received electronically on Bonfire (<https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities>) until **December 27, 2022 at 2 PM** for the purpose of furnishing all labor, materials and equipment and the performing of all work required in the construction of THE BARTLETT SOCCER COMPLEX and other improvements incidental thereto, at which time and place, the proposals will be publicly opened and read aloud and retained by the City for tabulation, checking and evaluation. No hard copy bids will be accepted. This project involves Site Preparation, Demolition, Grading, Erosion Control Measures, Fencing, Landscape and Irrigation to construct complete and in place as shown in the plans and specifications.

Please submit questions through bonfire (<https://burlesontx.bonfirehub.com/portal/?tab=openopportunities>). Last day to submit questions is **December 15, 2022.**

Bidders shall submit BIDS electronically on Bonfire. No hard copies will be accepted. (<https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities>).

The successful BIDDER may be required to submit written evidence, such as financial data, present commitments and available equipment, and will submit such data within five days of OWNER'S written request.

Bid security in the form of Cashier's Check, Bid Bond in the amount of 5% of the greatest amount bid must accompany each bid as a guarantee that, if awarded the contract, the bidder will promptly enter into a contract and execute bonds and insurance as outlined in the specifications and Instructions to Bidders.

In case of ambiguity or lack of clearness in stating proposal prices, the Owner reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids. No bid may be withdrawn within forty-five (45) days after date on which bids are opened.

Advertisement Dates:

November 23, 2022

November 30, 2022

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

B. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

C. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

D. *Bidder*--The individual or entity who submits a Bid directly to Owner.

E. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

F. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

G. *Engineer*--The individual or entity named as such in the Agreement.

H. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

I. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

J. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

K. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

L. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

M. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

N. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

O. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

P. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Q. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and

documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents shall be obtained online from the City only.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 Pre-qualification of bidders is not required. The successful BIDDER may be required to submit written evidence, such as financial data, present commitments and available equipment, and will submit such data within five days of OWNER'S written request. A qualification statement of bidders form has been included to represent the type of information the BIDDER should be ready to provide upon request.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.04 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.05 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incidentthereto;

E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID MEETING

5.01 A non-mandatory pre-bid meeting will be held virtually or in person on December 8, 2022 at 1:00 PM at City Hall (141 W. Renfro St., Burleson, Texas, 76028). Parks and Recreation Department staff will be in attendance if the meeting is held in person.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Purchasing Manager through Bonfire only. Interpretations or clarifications considered necessary by Purchasing Manager in response to such questions will be issued by Addenda to all parties by posting in Bonfire with existing bid documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of

all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, and the Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Both price bid and project duration bid will be considered when awarding this project.

ARTICLE 15 - SUBMITTAL OF BID

15.01 The Bid Form and Bid Bond Form are included in each copy of the Bidding Documents. The bound copy of the Bid Form is to be completed and submitted with the Bid security (in the form of a Bid Bond).

15.02 Computer-generated pages of the bid form may be used in lieu of the Bid Form provided. This option is provided for the convenience of the Bidder.

The use of an electronic Bid Form shall not contain added wording intended to modify or amend the wording in the OWNER's Bid Form, or the provisions of the Contract Documents, including the plans, specifications, or Special Conditions. All bid items, bid amounts (unit prices and extended totals), subtotals, and total bid must be submitted, and the risk of error, omission, or failure to include each in accordance with the OWNER's final published Bid Form shall be borne solely by the bidder; and in the event the electronic bid form is not provided in accordance with the OWNER's final published Bid Form, the bid shall be declared non-responsive.

The Bidder shall provide the following disclaimer on the electronic bid form; otherwise, the bid will be considered non-responsive and rejected:

(Company) certifies that the Bid

Item Number, Specification Item, Name of Pay Item, Estimated Quantity, Unit, Unit Price Bid, and Amount Bid shown on this electronic bid form for all of the bid items contained in this Bid Form are consistent with the Bid Form provided herein, and that its bid will be tabulated using these Unit Prices and no other information from this electronic bid form.

The Company further acknowledges and agrees the Total Bid Amount shown will be read as its Total Bid and further agrees that the official Total Bid Amount will be determined by multiplying the Unit Prices shown in the electronic bid form by the respective estimated quantities shown in the Bid Form and then totaling all of the extended amounts.

Electronic bids will not be accepted unless accompanied by a hard copy with required signatures and as long as all legal and bid requirements are met.

The OWNER reserves the right to reject any or all bids and to waive any irregularities or formalities. The CONTRACTOR accepts all risks associated with bidding in this manner. It is understood and agreed that the bid may not be withdrawn once the bid-opening process has begun.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be submitted electronically on Bonfire (<https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities>), and shall be accompanied by the Bid security and other required documents. No hard copies will be accepted.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made

available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 If the contract is to be awarded, Owner intends to give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid Opening.

19.08 Successful Bidder will be required to provide completed documents to the Owner including the following: the attached Qualification Statement of Bidder, the attached Conflict of Interest Questionnaire, and IRS form W-9.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is exempt from State of Texas sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

CONFLICT OF INTEREST QUESTIONNAIRE CIQ

FORM

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

GRod Construction LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

12/27/2022

Date

Adopted 06/29/2007

**BID FORM
FOR
Plans for the Bartlett Soccer Complex**

Date 12/27/2022

TO: City of Burleson
141 W. Renfro
Burleson, TX 76028

FROM: GRod Construction LLC
 (Name of Contractor)
889 E. Rock Island Ave. Boyd, TX 76023
 (Address)
(682) 302-3219
 (Phone) (Fax)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addenda #1 12/21/2022

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

- (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. BIDDER accepts the determination set forth in paragraphs SC-4.02 and 4.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraphs 4.02 and 4.03 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has thoroughly reviewed the project and has submitted to the Purchasing Manager, at least seven (7) days in advance of the date for opening bids, all questions regarding the meaning or intent of the contract documents and particularly all questions regarding issues which may affect the pricing or measurement and payment of the project.
- (h) BIDDER is aware of the general timeline for work to be completed. Project to be substantially complete within 90 days from notice to proceed.

4. Bid Form.

Unit prices have been computed in accordance with paragraph 11.03 of the General Conditions.

BIDDER acknowledges that, for unit price contracts, quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. For lump sum contracts, the amounts bid shall be full compensation for the associated work and changes in the final payment amount may only be made by change order as provided for in the Contract.

CITY OF BURLESON, TEXAS
BARTLETT SOCCER COMPLEX PROJECT
KH PROJECT NO. 061166089

BID SUMMARY

BASE BID

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
101	Mobilization, Bonds, Insurance	1	LS	\$ 50,000.00	\$ 50,000.00
102	Demolition, Remove Landscape	1	LS	\$ 35,000.00	\$ 35,000.00
103	Demolition and Removal Concrete	2,355	SF	\$ 4.50	\$ 10,597.50
104	Remove 4' Vinyl Chain Link Fence	12	LF	\$ 50.00	\$ 600.00
105	Grading/Earthwork/Topsoil	1	LS	\$ 350,000.00	\$ 350,000.00
106	Install 4' Vinyl Chain Link Fence	12	LF	\$ 400.00	\$ 4,800.00
107	Install Latitude 36 Sod	501,769	SF	\$ 0.70	\$ 351,238.30
108	Irrigation System	1	LS	\$ 171,419.20	\$ 171,419.20
109	Install Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control	3,946	LF	\$ 6.00	\$ 23,676.00
110	Remove Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control	3,946	LF	\$ 0.60	\$ 2,367.60
111	SW3P Plan/Permitting/Approval	1	LS	\$ 3,000.00	\$ 3,000.00
112	Contingency (10%)	1	LS	\$ 100,269.86	\$ 100,269.86
TOTAL BASE BID					\$ 1,102,968.46

ALTERNATE BID

112	Install Tif Tuf Sod	501,769	SF	\$0.00 0.70	\$ 351,238.30
TOTAL ALT. BID					\$ 351,238.30

TOTAL BID **\$ 1,102,968.46**

5. BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with Article 14 of the General Conditions within the number of calendar days indicated in the Agreement.
6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid:
 - (a) Required Bid Security in the form of a certified or cashier's check or a Bid Bond in an amount of five percent of the Bidder's maximum bid price, made payable to the OWNER, in accordance with Article 8 of the Instructions to Bidders.
6. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.
7. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on December 27th, 2022

Signed: _____

Company: GRod Construction LLC

Address: 889 E. Rock Island Ave.

Boyd, TX 76023

Telephone: 682-302-3219

Fax: 682-204-0191

Submitted by: GRod Construction LLC

Doing Business As: _____

- ☐ an individual
- ☐ a partnership
- ☐ a corporation
- ☐ a joint venture
- ☒ an LLC

SEAL:

(if Bidder is a corporation)

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

GRod Construction, LLC
889 E. Rock Island Ave.
Boyd, TX 76023

SURETY (Name and Address of Principal Place of Business):

Merchants Bonding Company (Mutual)
P.O. Box 14498,
Des Moines, IA 50306-3498

OWNER (Name and Address):

City of Burleson
141 W. Renfro
Burleson, Texas, 76028

BID

Bid Due Date: December 27, 2022

Project (Brief Description Including Location):

BARTLETT SOCCER COMPLEX

Bid # 2023-004 / Site Preparation, Demolition, Grading, Fencing, Landscape and Irrigation

BOND

Bond Number: N/A

Date (Not later than Bid due date): December 27, 2022

Penal sum Five Percent of the Greatest Amount Bid

5% G.A.B.

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

GRod Construction, LLC

(Seal)

Bidder's Name and Corporate Seal

By: 

Signature and Title

Attest: 

Signature and Title

SURETY

Merchants Bonding Company (Mutual)

(Seal)

Surety's Name and Corporate Seal

By: 

Signature and Title Crystal Langhorn / Attorney-in-Fact
(Attach Power of Attorney)

Attest: 

Signature and Title Elena Sells, Witness

Note: Above addresses are to be used for giving required notice.

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Crystal Langhorn; Elena Sells; Kathy Sells; Lanny Land; Steven W Lewis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of June, 2022.

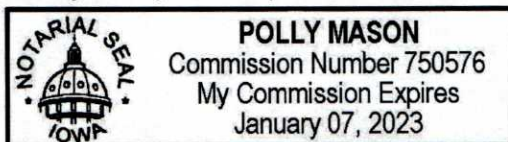


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of December, 2022.



William Warner Jr.
Secretary

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

§

COUNTY OF JOHNSON

§

§

THIS AGREEMENT is dated as of the 9th day of January

in the year 2023 by and between City of Burleson

(hereinafter called OWNER) and GRod Construction

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BARTLETT SOCCER COMPLEX

The Project for which the Work under the Contract Documents may be the whole or only a part is
generally described as follows:

BARTLETT SOCCER COMPLEX

Article 2. ENGINEER.

The Project has been designed by:

KIMLEY-HORN AND ASSOCIATES, INC.
801 CHERRY STREET, UNIT 11, SUITE 1300
FORT WORTH, TX 76102-6803
TX REGISTRATION No. F-928

Kimley-Horn and Associates, Inc.. is hereinafter called ENGINEER and is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. GRAND TOTAL CONTRACT TIME – All sections of work, as identified in the Bid Form, for Unit 1 will be substantially completed within **90** Calendar Days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B and 14.07.C of the General Conditions within 30 calendar days from the date when the each unit in the Contract is substantially complete.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1. above plus any extensions thereof allowed in accordance with Article 12.02 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER

One Thousand dollars (\$ 1,000) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand dollars (\$ 1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

TOTAL BID OF \$ 1,102,968.46 AS IDENTIFIED IN THE BID FORM
CONTAINED HEREIN.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph

14.02.B.5 of the General Conditions.

95 % of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B and 14.07.C of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraphs 14.07.B and 14.07.C.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02.A and 4.02.B of the General Conditions, and accepts the determination set forth in paragraphs SC-4.02 and 4.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement.
- 8.2. Performance, Payment and Maintenance Bonds as contained herein.
- 8.3. Certificate of Insurance.
- 8.4. General Conditions.
- 8.5. Supplementary Conditions.
- 8.6. Specifications bearing the title CONTRACT DOCUMENTS AND SPECIFICATIONS FOR THE BARTLETT SOCCER COMPLEX**
- 8.7. Drawings bearing the following general title:
THE BARTLETT SOCCER COMPLEX
- 8.8. Addenda numbers _____ to _____, inclusive.
- 8.9. CONTRACTOR's Bid Form as contained herein.
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or

supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20_.

OWNER:
City of Burleson

CONTRACTOR:
GRod Construction LLC.

By Bryan Langley, City Manager
(Print Name)


By Guillermo Rodriguez, Managing Member
(Print Name)

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest 
Jessica Rodriguez

Address for giving notices:

Address for giving notices:

141 W. Renfro

889 E. Rock Island Ave.

Burleson, TX 76028

Boyd, TX 76023

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**City of Burleson
141 W. Renfro
Burleson, Texas, 76028**

CONTRACT

Date:

Amount:

Description (Name and Location):

THE BARTLETT SOCCER COMPLEX

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**City of Burleson
141 W. Renfro
Burleson, Texas, 76028**

CONTRACT

Date:

Amount:

Description (Name and Location):

THE BARTLETT SOCCER COMPLEX

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount (for full coverage of the project):

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

SURETY

_____(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)

Name and Title:

SURETY

_____(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

MAINTENANCE BOND
PAVING, DRAINAGE, WATER, SEWER AND RELATED IMPROVEMENTS

THE STATE OF TEXAS §

COUNTY OF JOHNSON AND TARRANT §

KNOW ALL MEN BY THESE PRESENTS, that _____
Contractor

_____, _____, _____
Address City State

as principal, and _____,
a corporate surety authorized to do business in Texas, as surety, do hereby
acknowledge themselves to be held and bound to pay unto the City of Burleson, a
municipal corporation, chartered by virtue of Constitution and laws of the State of
Texas, at Burleson, in Johnson/Tarrant County, Texas, the sum of _____
_____ Dollars (\$ _____), lawful money of the United States, for payment of
which sum well and truly to be made unto said City of Burleson and its successors,
said Contractor and surety do hereby bind themselves, their heirs, executors,
administrators, assigns, and successors, jointly and severally.

This obligation is conditioned, however, that,

WHEREAS, said Contractor has this day entered into a written contract with
_____, for
improvements consisting of the installation and construction of:

THE BARTLETT SOCCER COMPLEX
City of Burleson Project No. ITB 2023-004

which Contract and the Specifications therein mentioned approved by the City are
expressly made a part hereof, as though written herein in full; and,

WHEREAS, in said contract, Contractor binds itself to use such materials
and to so construct said improvements that they will remain in good repair and
condition for and during the period two (2) years after the date of final acceptance of
the work by the City; and,

WHEREAS, said Contractor binds itself to maintain said improvements in
good repair and condition for said term of two (2) years; and,

WHEREAS, said Contractor binds itself to repair or reconstruct the said improvements in whole or in part at any time within said period, regardless of the cause of the defects, if in the opinion of the City Engineer of the City of Burleson, it be necessary, and,

WHEREAS, said Contractor binds itself, upon receiving notice of the need therefore to maintain, repair, reconstruct or replace said improvements as herein provided.

NOW THEREFORE, if said Contractor shall keep and perform its said agreement to maintain, repair, reconstruct or replace said improvements, in accordance with all Ordinances, specifications, and regulations of the City of Burleson, these presents shall be null and void, and have no force or effect. Otherwise, this Bond shall be and remain in full force and effect, and said City shall have and recover from the said Contractor and its surety damages in the premises as above prescribed. This obligation shall be a continuing one and successive recoveries may be had hereon for successive breaches until the full amount hereof is exhausted.

IN WITNESS WHEREOF, the Contractor _____,
has caused these presents to be executed by its authorized Attorney in Fact, and said _____, surety, has caused these presents to be executed
by its Attorney in Fact, and attested by its corporate seal, this _____
day of ___, A.D. _____.

CONTRACTOR

By: _____

SURETY

By: _____
Attorney-in-fact

ATTEST:

(SEAL)

SECRETARY

(SAMPLE FORM)
CERTIFICATE OF INSURANCE

TO:

Owner

Address

Date _____
Project No. _____
Type of _____
Project _____

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Workman's Compensation				
				1 Person \$ _____
Public Liability				1 Accident \$ _____
Contingent Liability				1 Person \$ _____
				1 Accident \$ _____
Property Damage				
Builder's Risk				
Automobile				
Other				

The forgoing policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than fifteen days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than fifteen days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

(Name of Insurer)

By _____

Title _____

Certificate of Insurance - 1 of 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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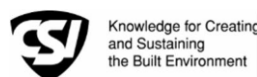
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The Associated General Contractors of America



Construction Specifications Institute

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**American Society of Civil Engineers
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

1. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

2. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

3. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

4. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

5. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

6. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

A. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

B. a preliminary Schedule of Submittals; and

C. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

A. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

B. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

C. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stop-

page or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services;
- 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

- a. Submit number of copies specified in the General Requirements.

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

- a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

- c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

- d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or

postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause

such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 Insurance

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the

event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

under this Paragraph 9.08, Engineer will not show

10.01 *Authorized Changes in the Work*

Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

A. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

A. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

B. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

C. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the

Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and

Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor

to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general

expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items

involved (subject to the provisions of Paragraph 11.03); or

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and

Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

A. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

B. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and expenses sustained prior to the effective date of reasonable sums for overhead and profit on such Work;

termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

2. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

3. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a

decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS
for
City of Burleson
THE BARTLETT SOCCER COMPLEX

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01 DEFINITIONS:

The terms used in these Supplementary Conditions have the meanings assigned to them in the General Conditions or as amended below, which are applicable to both the singular and plural forms thereof.

SC-1.01.A.19 *Engineer*

Add the following language to the end of the definition:

"The word "Engineer" in these specifications shall be understood as referring to Kimley-Horn and Associates, Inc., 801 Cherry Street, Fort Worth, Texas 76102-6803, Engineer of the Owner, or such other representative as may be authorized by said Owner to act in any particular position."

SC-1.01.A.29 *Owner*

Add the following language to the end of the definition:

"The words "Owner" or "City" in these documents shall be understood as referring to the City of Burleson, 141 W. Renfro, Burleson, Texas, 76028."

SC-1.01.A.33 *Project*

Add the following language to the end of the definition:

This project involves Site Preparation, Demolition, Grading, Soccer Field Requirements, Fencing, Landscape and Irrigation and to construct complete and in place as shown in the plans and specifications.

SC-1.01.A.43 *Specifications*

Add the following language to the end of the definition:

"Except as herein amended or supplemented, Division 100 through 800 of the Standard Specifications for Public Works Construction adopted by the North Central Texas Council of Governments (NCTCOG) Fifth Edition in 2017, with all amendments shall constitute the specifications. They are not physically bound with other contract documents but are incorporated by reference."

SC-1.01.A.47 *Supplementary Conditions*

Add the following language to the end of the definition:

"Where in the Bonds and elsewhere in the contract, the terms "Special Provisions," and "Special Conditions" appear, they shall be read to mean "Supplementary Conditions."

SC-2.02 COPIES OF DOCUMENTS:

Delete the first sentence of paragraph 2.02 of the General Conditions and replace with the following sentence:

"Owner shall furnish to Contractor up to five copies of the Contract Documents as are reasonably necessary for the execution of the Work."

SC-2.03 NOTICE TO PROCEED:

Delete paragraph 2.03 of the General Conditions in its entirety and replace with the following paragraph:

"The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement."

SC-2.04 STARTING THE PROJECT:

Delete paragraph 2.04 of the General Conditions in its entirety and replace with the following paragraph:

"Contractor shall start to perform the Work within ten (10) calendar days of the date when the Contract Time commences to run, but no work shall be done at the site prior to the Notice to Proceed."

SC-2.05.A SCHEDULES:

Amend the first sentence of paragraph 2.05.A of the General Conditions to read as follows:

"Within five (5) days after the Effective Date of the Agreement, Contractor shall submit to ENGINEER for review:"

"...and as amended paragraph 2.05.A remains in effect."

SC-3.03.B RESOLVING DISCREPANCIES

Add the following new paragraph immediately after Paragraph 3.03.B.1.6:

"2. Should a discrepancy arise in the Contract Documents, the Drawings shall take precedence over the Specifications."

SC-4.03 DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS:

Delete 4.03 in its entirety.

SC-5.01 PERFORMANCE, PAYMENT AND OTHER BONDS:

SC-5.01.A Delete Paragraph 5.01.A. in its entirety and insert the following in its place:

"A Contractor shall furnish performance and payment Bonds in accordance with Chapter 2253, Texas Government Code, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents. Contractor shall also furnish a maintenance bond in the amount of one hundred (100%) of the Contract Amount guaranteeing the Work and workmanship against defects. The performance, payment, and maintenance bonds will remain in effect at least two years after the date of when final payment becomes due or until completion of the correction period specified in paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents."

SC-5.01.B Amend the last sentence of Paragraph 5.01.B to read as follows:

“All bonds signed by an agent must be accompanied by a certified copy of the agent’s authority to act and must be issued by sureties licensed by the State of Texas to provide surety bonds.”

SC-5.04 CONTRACTOR'S LIABILITY INSURANCE:

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations: 5.04.A.1 and 5.04.A.2. Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- | | | |
|-----|---|-----------|
| (1) | State: | Statutory |
| (2) | Applicable Federal (e.g. Longshoreman's): | Statutory |
| (3) | Employer's Liability: | \$500,000 |

5.04.A.3, 5.04.A.4, 5.04.A.5, and 5.04.A.6. Comprehensive General Liability (under paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions):

- | | | |
|-----|--|------------------|
| (1) | Bodily Injury (including completed operations and products liability): | |
| | \$500,000 | Each Occurrence |
| | \$1,000,000 | Annual Aggregate |
| | Property Damage: | |
| | \$200,000 | Each Occurrence |
| | \$500,000 | Annual Aggregate |
| (2) | Property Damage liability insurance will provide Explosion, Collapse and Under-ground coverage where applicable. | |
| (3) | Personal Injury, with employment exclusion deleted | |
| | \$500,000 | Annual Aggregate |

5.04.B.1. Comprehensive Automobile Liability:

- | | |
|------------------|-----------------|
| Bodily Injury: | |
| \$200,000 | Each Person |
| \$500,000 | Each Occurrence |
| Property Damage: | |
| \$200,000 | Each Occurrence |

SC-5.04.B.4 CONTRACTUAL LIABILITY INSURANCE:

The Contractual Liability required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- | | |
|------------------|------------------|
| Bodily Injury: | |
| \$500,000 | Each Occurrence |
| Property Damage: | |
| \$200,000 | Each Occurrence |
| \$500,000 | Annual Aggregate |

SC-5.04.B.8 WORKERS' COMPENSATION INSURANCE COVERAGE:

Add the following paragraphs to Article 5 of the General Conditions:

"5.04.B.8 Workers' Compensation Insurance Coverage.

"In addition to other insurance requirements stipulated herein, the Contractor shall comply with all requirements of 28 TAC 110.110 and other requirements outlined in this section. Definitions contained in this section are for this section only."

"5.04.B.8.1 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 Owner'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/person's work on the project has been completed and accepted by the Owner.

"Persons providing services on the project ("subcontractor") - 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, owner-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."

"5.04.B.8.2 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."

"5.04.B.8.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract."

"5.04.B.8.4 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 Owner showing that coverage has been extended."

"5.04.B.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) 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."

"5.04.B.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter."

"5.04.B.8.7 The Contractor shall 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."

"5.04.B.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage."

"5.04.B.8.9 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 to 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 to the 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 year thereafter;
- (6) notify the Owner 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
- (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."

"5.04.B.8.10 By signing this contract or providing or causing to be provided a certificate of

coverage, the Contractor is representing to the Owner 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."

"5.04.B.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of the notice of breach from the Owner."

"5.04.B.8.12 The text for the notice prescribed in 5.04.B.8.8 shall read as follows:

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."

SC-5.05 OWNER'S LIABILITY INSURANCE:

Delete Paragraph 5.05 of the General Conditions in its entirety and replace with the following:

"The Contractor shall file with Owner a Certificate of Insurance naming the Owner as an additional insured with regard to the contract project and evidencing insurance coverage of limits not less than the limits indicated in SC-5.04 and SC-5.04.B.4."

SC-5.06 PROPERTY INSURANCE:

Delete Paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

"5.06.A. Contractor shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by

Contractor in accordance with this paragraph 5.06.A shall comply with the requirements of GC-5.06.C."

SC-5.06.B PROPERTY INSURANCE:

Delete Paragraph 5.06.B of the General Conditions in its entirety.

SC-6.05.E ENGINEER'S COST REIMBURSEMENT:

Add the following language at the end of the last sentence of Paragraph 6.05.E:

"Contractor shall not be required to reimburse Owner for Engineer's charges if the substitution is beyond the control of the Contractor."

SC-6.06.A SUBCONTRACTS:

Add the following sentence to paragraph 6.06.A of the General Conditions:

"Contractor shall not award Work under the Contract to a Subcontractor(s) that is (are) in excess of 50% of the total contract price without written approval of the Owner."

SC-6.08.A PERMITS:

Add the following paragraph to GC 6.08.A

"Under the provisions of the Clean Water Act, as amended, (33 U.S.C. 1251 et.seq.; the Act), except as provided by NPDES General Permits for Storm Water Discharges from Construction Activities Part I, as published in Federal Register/Vol. 63, No. 128/Monday, July 6, 1998 for disturbances 5 acres or greater and Part II, as published in Federal Register/Vol. 64, No. 235/Wednesday, December 8, 1999 for disturbances less than 5 acres but greater than or equal to 1 acre. Federal law prohibits discharges of pollutants in storm water from construction activities without a National Pollutant Discharge Elimination System Permit (NPDES). Operator(s) of construction sites where 1 or more acres are disturbed, smaller sites that are part of a larger common plan of development or sale where there is a cumulative disturbance of at least 1 acre, or any site designated by the Director, must submit an NOI to obtain coverage under an NPDES Storm Water Construction General Permit.

For the purpose of this project the contractor shall be the "Operator". If required to submit a Notice of Intent (NOI) for storm water discharges associated with construction activities under the NPDES General Permit with EPA, the contractor shall submit the NOI at least two (2) days prior to commencement of construction. In addition to submitting the NOI, the Contractor shall prepare and retain on-site a Storm Water Pollution Prevention Plan in accordance the EPA requirements and submit to city.

"B. Notwithstanding the reference herein stated, nothing shall obligate the Owner or Engineer to advise Contractor of the applicable Laws and Regulations, or waives or modifies Contractor's obligations under this Section 6.08."

SC-6.10.A TAXES:

Add the following paragraphs to paragraph 6.10.A of the General Conditions:

"The Contractor's attention is directed to Amendment No. 7 in Section 6a, Article 20.01, Chapter 20, Title 122A, Taxation-General of the Revised Civil Statutes of Texas and the recent

amendments contained in H.B. 11 as passed by the Legislature of the State of Texas and enacted August 13, 1991."

"These statutes provide that all items used by a Contractor, and incorporated into the project, can be purchased free of State and City sales tax when the project is being performed by an exempt agency. Excluded are equipment rentals and other items which are consumed by the Contractor but are not incorporated into the project."

"This contract is issued by an organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act."

"The Contractor performing this contract may purchase all materials, supplies, equipment used in the performance of this contract by issuing to his supplier an exemption or resale certificate."

"It shall be the sole responsibility of the Contractor under the terms of this agreement to determine the applicability of the revisions to the tax code and pay all applicable taxes associated with this project without additional or separate pay for the same from the Owner."

SC-6.12 RECORD DOCUMENTS:

Add the following sentence to paragraph 6.12 of the General Conditions:

"Drawings submitted upon completion of the project will be submitted by the Contractor on full size set of construction plans."

SC-6.13 SAFETY AND PROTECTION:

Revise paragraph 6.13.A.3 of the General Conditions to read as follows:

"other property at the site or adjacent thereto, including trees, shrubs, lawns, lawn irrigation systems,..."

Add the following paragraphs to Article 6.13.B of the General Conditions:

"The Contractor shall comply with the provisions of the Occupational Safety and Health Act of 1970, and the standards and regulations issued thereunder and warrant that all work, materials, and products furnished under this contract will conform to and comply with said standards and regulations which are in existence on the date of this contract. The Contractor further agrees to indemnify and hold harmless the Owner and the Engineer for all damages suffered by the Owner and the Engineer as a result of the Contractor's failure to comply with the Act and the Standards issued thereunder and for the failure of any material and/or equipment furnished under this contract to so comply."

"The Contractor shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., if not in conflict with those of the Occupational Safety and Health Act of 1970 and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract."

"The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his equipment and employees, and for any damage which may result from their failure or their improper construction, maintenance or operation."

"Per Texas House Bill 1569 effective as of September 1, 1989, it shall be the responsibility of the contractor to provide and maintain a viable trench safety system at all times during construction activities. The contractor is directed to become knowledgeable and familiar with the standards as set forth by the Occupational Safety and Health Administration (OSHA) for trench safety that will be in effect during the period of construction of the project and the contract is responsible for conforming to such regulations as prescribed by OSHA standards. A bid item for trench excavation safety protection and shoring is included in the proposal."

SC-6.17 SHOP DRAWINGS AND SAMPLES:

Amend the first sentence of paragraph 6.17.A of the General Conditions to read as follows:

"After checking and verifying all field measurements and after complying with applicable procedures specified herein, Contractor shall submit to Engineer for review and approval in accordance with the accepted schedule of Shop Drawing Submissions, or for other appropriate action, if so indicated in the Supplementary Conditions, Shop Drawings which will bear a stamp that CONTRACTOR has satisfied Contractor's responsibility under the Contract Documents with respect to the review of the submission."

SC-6.22 WAGE RATES:

Add a new paragraph to ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES of the General Conditions as follows:

"6.22 Wage Rates

A. The prevailing wage rates applicable for this project are attached and made a part of these Contract Documents. Wages not less than these rates must be paid on this project."

SC-9.08 DECISIONS ON REQUIREMENTS OF CONTRACT DOCUMENTS AND ACCEPTABILITY OF WORK:

Amend the second sentence of Paragraph 9.08.A to read as follows:

"All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 7 days of the event giving rise to the question."

SC-13.03 TESTS AND INSPECTIONS:

Amend paragraph G.C. 13.03.B of the General Conditions to read as follows:

"Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, test, or approvals required by the contract."

SC-13.07 TWO YEAR CORRECTION PERIOD:

Revise the title of paragraph 13.07 of the General Conditions to read "TWO YEAR CORRECTION PERIOD" and revise the content of paragraphs 13.07, 13.07.A, 13.07.B, 13.07.C and 13.07.D to reflect "two (2) years" where "one (1) year" is indicated.

SC-14.02.A.1 APPLICATIONS FOR PAYMENTS:

Add a new sentence to the end of paragraph 14.02.A.1 of the General Conditions to read as follows:

"Prior to submitting Application for Payment to Engineer for review, the Contractor shall obtain the Project Inspector's signature verifying that record documents have been updated to reflect variations from the "As Bid" drawings up to the date for which the Contractor seeks payment."

SC-14.02.C REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

Revise the last sentence of paragraph 14.02.C.1 of the General Conditions to read as follows:

"Thirty (30) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due and when due will be paid by Owner to Contractor."

SC-17 MISCELLANEOUS:

Add the following paragraphs to Article 17 of the General Conditions:

"17.07 Explosives

A. The use of explosives will not be allowed under this contract for the construction of the proposed facilities without approval of the Engineer and Owner."

"17.08 Use of Domestic Construction Materials

The Contractor is encouraged to abide by the Buy American Provision of Public Law 95-217 (Section 215) of Public Law 92-500 as amended) generally requiring that preference be given to the use of domestic construction materials in the performance of this contract."

"17.09 Field Office

The Contractor will not be required to furnish a field office on this contract."

SC-18 PAY ITEMS:

Add a new Article to the General Conditions entitled ARTICLE 18 - PAY ITEMS with the following paragraphs to be included:

Any and all Work specifically called for in the Contract Documents or which is required for the proper construction of items called for in the Contract Documents is to be performed by Contractor unless specifically indicated otherwise. **The cost of all work for which there is no separate pay item in the proposal shall be included in the price for a related pay item such that work called for or required by the Contract Documents will be constructed for the Contract Price.**

The following descriptions are intended to clarify the nature of the work required for this project, the provisions of the standard technical specifications shall apply, except as otherwise noted herein:

"Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item. The contract shall be awarded based on the "TOTAL BID" for the funding that the Owner has budgeted."

PAY ITEMS

Mobilization

The work under this item shall include the establishment of offices and other facilities on the project site and the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the Contractor to begin work on the contract. This includes the construction entrance and temporary construction fencing. The cost of all bonds and insurance for the project will also be considered part of this specification.

Mobilization will be measured as a lump sum item as the work progresses. Partial payments for mobilization shall be paid for at the Total Unit Price as shown in the bid proposal with the regular monthly estimates as follows: The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

- e. When 1% and less than 5% of the adjusted contract amount for construction items is completed, 50% of the mobilization lump sum bid will be paid.
- f. When 5% and less than 10% of the adjusted contract amount for construction items is completed, 75% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- g. When 10% or more of the adjusted contract amount for construction items is completed, 95% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- h. Payment for the remainder of the bid for "Mobilization" will be made on the final estimate.

Demolition/Removal Items

This item shall consist of all the work, labor, materials and equipment necessary for the removal of items specified in the plan set for pavement, landscape, and earthwork. Removals shall be performed in accordance with the specifications. Conditions remaining after removal should allow for a fully function electrical and utility services to the remaining system. **Measurement and payment shall be measured and paid per the unit specified in the bid form.**

Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control

This item shall consist of all the work, labor, materials and equipment associated with installing and removing erosion control measures. The specific items, estimated quantities, and location of the control measures, including silt fences, inlet protection, etc. shown in the plan set. The Contractor shall be responsible for determination of adequate and appropriate control measure items, quantities, and locations, and shall include this information in the submitted Storm Water Pollution Prevention Plan. Measurement for payment shall be on a lump sum basis. **This pay item shall encompass costs for the entire project.**

Grading/Earthwork

This item shall consist of all the work, labor, materials and equipment necessary for the grading and earthwork specified in the plan set. Earthwork shall be performed in accordance with the specifications. **This pay item shall encompass a lump sum cost for the entire project.**

Sod

This item shall consist of the work, labor, and materials required to install sod at the locations specified in the plan set. The installation of the sod shall be installed in accordance with the specifications. The Contractor shall be responsible for determining adequate quantities, and locations, and shall include this information in the Bid.

Measurement and payment shall be on the basis of the price bid per square yard of sod installed in its final position and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

Irrigation System

This item shall include the installation of a fully automatic irrigation system. Installation shall include all lateral lines, mainline, controller, rain sensor, valves (remote control), heads, wiring connections, and other irrigation system appurtenances including the meter, backflow device, locking gate valve/isolation valve, master control valve, and flow sensor. All equipment is to be installed according to the guidelines and requirements set forth by TCEQ and the City of Burleson. The contractor shall obtain written approval by the Owner/City for the final location of the irrigation water meter and associated equipment and controller and rain sensor location. All irrigation equipment to be functioning 100% and approved by Owner/City before final inspection. The unit price shall include all labor, equipment and materials necessary to complete the work. **Measurement for payment shall be paid for on a lump sum basis.**

Fencing and Gates

This item shall include the installation of fencing per the details and specifications. The unit price shall include all labor, equipment and materials necessary to complete the work. **Measurement for payment shall be paid for on a per linear foot basis.**

- End of Supplementary Conditions -

General Decision Number: TX180036 01/05/2018 TX36

Superseded General Decision Number: TX20170036

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in Texas.

Heavy Construction Projects (Including Water and Sewer Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* PLUM0146-002 05/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.48	8.30

SUTX1990-041 06/01/1990

	Rates	Fringes
CARPENTER.....	\$ 10.40	\$3.64
Concrete Finisher.....	\$ 9.81	
ELECTRICIAN.....	\$ 13.26	
Form Setter.....	\$ 7.86	

Laborers:

Common.....	\$ 7.25
Utility.....	\$ 8.09

PAINTER.\$ 10.89

Pipelayer.\$ 8.43

Power equipment operators:

Backhoe.....\$ 11.89 3.30

Bulldozer.....\$ 10.76

Crane.\$ 13.16 3.30

Front End Loader.....\$ 10.54

Mechanic.....\$ 10.93

Scraper.....\$ 10.00

Reinforcing Steel Setter.....\$ 10.64

TRUCK DRIVER.....\$ 7.34

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

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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 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) (ii)).

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

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter?

This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

===== END OF GENERAL DECISION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART I – GENERAL**1.1 Work covered by Contract Documents for Bartlett Soccer Complex.**

- A. This project shall consist of all work, complete and in place including but not limited to: Site Preparation, Demolition, Grading, Utilities, Fencing, Soccer Field Requirements, Landscape, and Irrigation to construct complete and in place as shown in the plans and specifications.
- B. All work shall comply with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act Article 9102, Texas Civil Statutes, effective April 1, 1994 and subsequent adopted updates. This standard is prepared and administered by the Texas Department of Licensing and Regulations, Policies and Standards Division, Architectural Barriers Section, PO Box 12157, Austin, Texas 78711, 920 Colorado, Fourth Floor, Austin, Texas 78701, (512) 463-3211.
- C. The contractor must submit a list of at least five (5) projects completed of similar scope within the past 10 years. Sports field, massive grading, cut and fill, sports field natural sod type projects are to be included in the project examples.
- D. Contractor's Duties
 - 1. Except as specifically noted otherwise, provide and pay for:
 - a. Labor, materials, and equipment.
 - b. Tools, construction, equipment, and machinery.
 - c. Other facilities and services necessary for proper execution and completion of work.
 - 2. Owner is exempt from sales tax on products permanently incorporated into the work. Follow instructions issued by State Comptroller's Office for purchase of such products free of tax.
 - 3. Secure as necessary for proper execution and conditions of work:
 - a. License/Business Registration; paid by Contractor.
 - b. Permits/Approvals required by governing entities; paid by Contractor.
 - 4. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
 - 5. Promptly submit written notice to Owner of observed variances of Contract Documents from legal requirements.
 - 6. Enforce strict discipline and good order among employees. Do not employ on work:
 - a. Unfit persons.
 - b. Persons not skilled in assigned task.
 - 7. Checking Dimensions at Site:
 - a. Verify measurements as necessary before ordering any materials or doing any work.
 - b. Report any discrepancies to Owner for instructions before proceeding.
 - 8. Approval of Working Conditions:
 - a. Notify the Owner of any unsatisfactory condition before beginning to perform work.
 - b. Beginning of work by Contractor shall constitute his acceptance of substrate and surface conditions.
 - 9. Under no condition shall a portion of work proceed prior to preparatory work having been completed, cured, dried, or otherwise made satisfactory to receive such related work.
 - 10. The Contractor shall establish and maintain his own grades, lines, levels, and bench marks. Verify all grades, lines, levels, and dimensions shown on drawings and report in writing any observed errors or inconsistencies to the Owner before beginning work.

Establish his own basic lines and grades in conformity with Owner's permanent bench marks and coordinate systems for the construction area.

11. It is the intent of this project that all items of work include the materials, standards, trades, procedures, etc., customarily associated with the items of work, whether or not such materials, standards, trades, procedures, etc., are expressly stated. In case of ambiguity, unclarity, or conflict in these Construction Documents, the matter shall be promptly submitted in writing for determination by the Owner. The Owner will render in writing a clarification reasonably inferable from these Documents and consistent with the intent of this proposed work.
12. Contractor shall employ only experienced and qualified workers and subcontractors.

1.2 Contracts

- A. Perform work under Lump Sum Contract

1.3 Conditions of the Contract

- A. The following Special Conditions also shall govern the work under each Section in the Technical Requirements.

1. Uninterrupted Operations. Work on this Project shall not interrupt or compromise the routine operations of the Owner unless specifically authorized by the Architect/Engineer.
2. Experienced Supervision. Employ a competent Supervisor for work on this Project, approved by the Owner, skilled in coordination of the trades involved and the type of scheduling required by a project of this nature. Replace approved Supervisor only with the permission of the Owner.
3. Interrelation of Documents. The interrelation of the Specifications, the Drawings, and the Schedules are generally as follows:
 - a. The Specifications determine the nature and setting of the several materials.
 - b. The Drawings establish the quantities, dimensions, and details.
 - c. The Schedules give locations.

Anything mentioned in the Specifications and not shown on the Drawings and/or the Schedules, or shown in the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. Should there be a conflict within or among the Drawings or the Specifications or any other Contract Document, perform or furnish the better quality or greater quantity of work or materials. Figures given on details govern small scale drawings. The "Section Includes" statement, placed in the front of each Section of the Specifications, is intended to designate the scope and location of the work included therein, either generally or specifically. It is not intended to limit the Scope of Work should plans, schedules, or notes indicate an increased scope. Inadvertent omission of an item from its proper Section in the Specifications and its inclusion in another Section of the Specifications shall not relieve the Contractor of responsibilities for the item specified.

4. Contract Administration. The Architect/Engineer has the authority to act on behalf of the Owner to the extent provided for in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor at his request. All instructions affecting Contract Sum, Contract Time, or Contract interpretations shall be confirmed expeditiously in writing, with copies furnished to the Owner's designated representative and the Contractor by the party issuing the instructions.
5. Conduct of the Contractor
 - a. Type of Dress:
 - 1.) Workmen must wear shirts at all times.
 - 2.) Wearing apparel that portrays obscene or vulgar language and/or art work is prohibited.
 - b. Alcoholic Beverages and other Drugs:
 - 1.) Alcoholic beverages and other drugs will not be permitted on the property of the Owner.

- 2.) Persons under the influence of alcoholic beverages and/or any other drug are prohibited from the Project.
- c. Obscenity:
 - 1.) The Owner reserves the right to require dismissal from the Project of any person using obscene gestures.
- d. Portable Radios and Other Sound-Producing Devices:
 - 1.) Hold the volume of portable radios or other sound-producing devices to such a level so that individuals not related to the construction are not disturbed.
 - 2.) Do not broadcast obscenity.

1.4 Contractor Use of Premises

- A. Confine operations at site to areas permitted by:
 - 1. Law.
 - 2. Ordinance.
 - 3. Permits.
 - 4. Contract Documents.
- B. Limit use of site and premises to allow:
 - 1. Uninterrupted Owner activity where required for Owner's business purposes.
 - 2. Work by Others and Work by Owner.
 - 3. Use of site and premises by public where required for Owner's business purposes.
- C. Construction Operations:
 - 1. Yard Operations and/or New Construction: Limited to areas noted on Drawings unless specifically approved otherwise by the Owner.
 - 2. Protection:
 - a. Take over and assume responsibility for the premises necessary for each portion of the Work. Provide and maintain all protections required by governing laws, regulations, and ordinances. Be responsible for any loss or damage caused by workmen to the property of the Owner or to the work or materials installed. Make good any loss, damage, or injury without cost to the Owner.
 - b. The protection of adjacent property shall include, but will not necessarily be limited to, the erection and maintenance of shoring, underpinning, and fences as necessary to protect and to support existing work to be left in place.
 - c. Protect against damage to all trees and all shrubs on the site which do not have to be removed for the Work. Remove or trim any tree or shrub only with the specific approval of the Owner.
 - d. Send proper notices, make necessary arrangements, and perform other services required for the care, protection, and maintenance of utilities, including fire hydrants, piping, wires, and all other such items on and around the building site.
 - e. At no additional cost to the Owner, hold the Owner harmless from, and make good, any damage occurring as a result of the Contractor's failure to provide required protection.
 - 3. Other:
 - a. No fires on the site.
 - b. No dumping on the Owner's property.
 - c. Do not unreasonably encumber site with materials or equipment.
 - d. Assume full responsibility for protection and safekeeping of products stored on premises.
 - e. Obtain and pay for use of additional storage or work areas needed for operations.

1.5 Concealed Piping and Conduit

- A. Should active piping or conduit be encountered below grade or concealed by existing construction and be found at variance with the conditions indicated by the Drawings and Specifications, relocate such piping and/or conduit as directed by the Owner.
- B. Contract Sum shall be adjusted on the following basis:
 - 1. If the concealed condition would not reasonably be anticipated by a competent workman, the Contractor shall be fairly compensated as determined by the Owner.
 - 2. If, in the judgement of the Owner, the concealed condition could reasonably be anticipated by a competent workman, it shall be understood that the conditions were provided for in the bid and no additional compensation shall be due the Contractor. The Contractor shall be responsible for properly remedying the condition in a manner acceptable to the Owner.
 - 3. Any additional compensation shall be net cost of labor and materials only.

PART II – PRODUCTS

Not used.

PART III - EXECUTION

3.1 Means and Methods

- A. Unless otherwise expressly provided in the Contract Documents, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the Owner's right to reject means and methods proposed by the Contractor which:
 - 1. will constitute or create a hazard to the work or to persons or property; or
 - 2. will not produce finished work in accordance with the terms of the Contract.
- B. The Owner's acceptance of the Contractor's means and methods of construction or the Owner's failure to exercise his right to reject such means or methods shall not relieve the Contractor of his obligation to accomplish the result intended by the Contract; nor shall the exercise of such right to reject create a cause of action for damages.

3.2 Cleaning Up

- A. Contractor shall clean the work area at the end of each work day.

END OF SECTION 01010

SECTION 01020

CONTRACT CONSIDERATIONS

PART 1 – GENERAL**1.1 GENERAL REQUIREMENTS**

- A. Articles and portions of articles of the General Conditions and Supplementary Conditions not amended, supplemented or superseded by these General Requirements (Division 1) shall remain in effect.

1.2 SECTION INCLUDES

- A. Allowances
- B. Schedule of Values
- C. Application for Payment
- D. Proposal Request (Changes)
- E. Architect/Engineer's Supplemental Instructions
- F. Request for Interpretation

1.3 ALLOWANCES

- A. Purchase product under each allowance as directed and approved by Landscape Architect/Engineer.
- B. Contractor shall submit any use of allowance items with monthly pay requests.
- C. Any remaining allowance upon final completion shall be returned to the City through a final Change Order.

1.4 SCHEDULE OF VALUES

- A. Schedule of Values shall be submitted on AIA Document G703 - Continuation Sheet of Application and Certification for Payment, or electronic media printout.
- B. Submit a Schedule of Values to the Architect/Engineer within two calendar days after the date of the Owner-Contractor Agreement. Upon request of the Owner or Architect/Engineer the Contractor shall furnish additional line item breakdown of the Schedule of Values.
- C. Use Table of Contents of Project Manual as basis of format for listing cost of work.
- D. Include separate line items for the following:
 - 1. Site Mobilization
 - 2. Bonds / Insurance
 - 3. Permits / Fees
 - 4. Supervision / PM
 - 3. Contractor's Overhead and Profit
 - 4. Record Drawings
 - 5. Change Orders

1.5 APPLICATION FOR PAYMENT

- A. At least ten days before each progress payment falls due, the Contractor shall submit to the Architect/Engineer a notarized, itemized Application For Payment based on the previously approved Schedule Of Values, of 90 percent of the value of labor and materials incorporated in the Work including the last day of the preceding month, less the aggregate total of all previous payments, provided the aggregate total of all monthly payments shall not exceed 90 percent of the contract price. Applications for payment shall be supported by data substantiating the Contractor's right to payment as the Owner or the Architect/Engineer may require.
- B. No payment will be made for the storing of materials on site as to City of Burleson requirements. Contractor may not request payment for materials which are stored off site.

1.6 CHANGE PROCEDURE

- A. Change Proposal Request (CPR): The Architect/Engineer may issue a Change Proposal Request during the course of the Work. A Proposal Request is a description of a change in the Work under Contract such as additional work or revisions to work already completed, work not yet started or work in progress. The Change Proposal Request is issued to obtain a mutually accepted lump sum for the Work described, add, deduct or no change.
- B. The Contractor shall promptly submit to the Architect/Engineer his completed Proposal, properly itemized and supported by sufficient substantiating data to permit evaluation.
- C. The Contractor shall not proceed with the Work described in a Proposal Request until the Proposal has been evaluated, found to be fair and equitable by the Architect/Engineer, presented to the Owner for approval and authorized in writing or issued in a Change Order. The Contractor upon issuance of a Proposal Request shall make every attempt to not install items of work that are affected by the Proposal and will notify the Architect/Engineer of any and all items that cannot be postponed.
- D. Unless agreed otherwise, two weeks shall be allowed for evaluation by the Architect/Engineer. If in the opinion of the Architect/Engineer a Proposal is not found to be fair and equitable, the Contractor will reevaluate the cost and no additional cost or time extension will be considered for the time required for the reevaluation.
- E. Two weeks will be required to issue authorization to proceed after the Proposal Request is found to be fair and equitable. The Contractor's Proposal must be valid for the four weeks stated above unless agreed otherwise.

1.7 ARCHITECT/ENGINEER'S SUPPLEMENTAL INSTRUCTIONS

- A. Architect/Engineer's Supplemental Instructions are issued for work that is not described in sufficient detail or is generally stated but not specifically described to the extent required for the exact construction of such items. This information shall be issued to the Contractor(s) in the form of Architect/Engineer's Supplemental Instructions (A.S.I.), AIA Document G710 and shall be considered a minor change in the Work.
- B. Should the Contractor consider Architect/Engineer's Supplemental Instructions an item to be a change in the Contract Documents, he may notify the Architect/Engineer in writing of the items in dispute and include the actual cost increase or decrease associated with each item.
- C. Claims by the Contractor for additional cost, in response to an Architect/Engineer's Supplemental Instruction, must be received by the Architect/Engineer within 20 days after the posted date on the

A.S.I. or claims will not be considered. Proceeding with work described in an A.S.I. shall constitute waiver of rights to claims.

1.8 REQUEST FOR INTERPRETATION

- A. Request for Interpretation (R.F.I.) shall be submitted to the Architect/Engineer in written form conforming to the following:
1. Each R.F.I. shall be numbered, as for referencing and entering into a log which shall be kept by the Contractor and the Architect/Engineer.
 2. R.F.I.'s shall have a designated space titled Category. The Contractor shall enter the proper Category No. in this space, which will identify the urgency of the R.F.I., as shown below:
 - a. Category 1 - an emergency and requires an answer in 24-48 hours or work will stop.
 - b. Category 2 - a normal request and requires a five (5) working day response.
 - c. Category 3 - is low priority and requires an answer within 2-4 weeks.
 3. The R.F.I. log shall be reviewed during each progress meeting and any problems discussed.

END OF SECTION 01020

SECTION 01039

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Articles and portions of articles of the General Conditions and Supplementary Conditions not amended, supplemented or superseded by these General Requirements (Division 1) shall remain in effect.

1.2 SECTION INCLUDES

- A. Coordination
- B. Cutting, Patching and Touch-up
- C. Pre-Construction Conference
- D. Progress Meetings

1.3 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
- D. In finished areas, conceal pipes, ducts, and wiring within the construction.

1.4 CUTTING, PATCHING AND TOUCH-UP

- A. Employ skilled and experienced installers to perform cutting and patching of new and existing Work; restore Work with new Products.
- B. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform with Contract Documents.
- C. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Execute cutting and demolition by methods that will prevent damage to other work and will provide proper surfaces to receive installation of repairs and new work.
- E. Restore work that has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

- F. Refinish entire surfaces to match adjacent finishes to the nearest intersections. Refinish assemblies entirely.
- G. Execute excavating and backfilling by methods that will prevent damage to other work and will prevent settlement.

1.5 PRE-CONSTRUCTION CONFERENCE

- A. Prior to the start of the Work of this Contract, the Contractor, the Architect/Engineer and the Owner's Representative will meet for the purpose of reviewing schedules and conditions of the site.
- B. The location and date of the Pre-Construction Meeting will be scheduled after the Award of Contract to all affected parties.
- C. Pre-Construction Conference Agenda:
 - 1. Introduction of Key Personnel.
 - 2. Dates will be selected for meetings.
 - 3. All required contract forms, bonds and insurance will be reviewed.
 - 4. Schedules and Submittal Process will be reviewed.
 - 5. Use of Site.
 - 6. Contractor questions.

1.6 PROGRESS MEETINGS

- A. Weekly Job Site Progress Meeting Agenda (Contractor/Sub Contractors):
 - 1. Monitor the progress of construction.
 - 2. Discuss any coordination issues.
 - 3. Discuss any shop drawing issues.
 - 4. Discuss questions from subcontractors.
 - 5. Confirm next week meeting date and time.
- B. Monthly Job Site Progress Meeting Agenda (Owner/Contractor/Architect):
 - 1. Review Project Schedule: An up-to-date project schedule shall be submitted at each monthly meeting. Review list of construction items to be observed before being covered or completed.
 - 2. Review Record Set of Drawings: Record set of drawings must be kept current with any changes to utilities, partitions, etc.
 - 3. Review Pay Request: Submit six (6) rough-draft copies of the pay request for review. Corrections must be made on the rough-draft copies and four (4) corrected, notarized, and signed copies shall be sent to the Architect for Certification. Three copies shall be sent to the Owner for processing.
 - 4. Discuss any coordination issues.
 - 5. Discuss any shop drawing issues.
 - 6. Discuss any weather days or anticipated delay days.
 - 7. Discuss questions from subcontractors.
 - 8. Confirm next month meeting date and time.
 - 9. Submit Daily Activity Reports.

END OF SECTION 01039

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Articles and portions of articles of the Contract Documents not amended, supplemented or superseded by these General Requirements (Division 1) shall remain in effect.

1.2 SECTION INCLUDES

- A. Submittal Procedures
- B. Schedules
- C. Reports, Warranties, Certificates and Manuals
- D. Schedule of Submittals
- E. Construction Schedule

1.3 SUBMITTAL PROCEDURES

- A. Identify long lead or specialty submittals (playground equipment, and site features, etc.) and submit within first 30 days of contract.
- B. Submit shop drawings and product data in the quantity as required by the various sections of the Specifications or if not specified, submit three copies for the use of the Architect/Engineer, plus the number of copies the contractor's needs may dictate. In no case shall fewer than seven copies be submitted. All submittals, regardless of the source of origin, shall be submitted via the General Contractor.
- C. For each product specified or noted on the Drawings, submit six copies of product data with installation directions as applicable to the construction requirements of this project, together with any required samples for approval. Shop drawings and product data shall be submitted within 30 days of Notice to Proceed.
- D. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- E. Apply Contractor's stamp, signed or initialed certifying that review for verification of product required, field dimensions, adjacent construction Work and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- F. Provide space for Contractor and Architect/Engineer review stamps.
- G. Revise and resubmit submittals as required; identify all changes made since previous submittal.
- H. Submittals shall be executed in sufficient time to allow at least three weeks for each review by the Architect/Engineer.
- I. Each product submitted shall be submitted with it's own transmittal form, stating the product name, manufacturer and related specification section. Number each submittal consequently in order of submission (1, 2, 3, etc.), also reference the Project Manual specification number for the submittal

identity. (example: 07270- 1 for the first submittal for Firestopping and 07270-2 for the second item submitted under the same section). Revised submittals should have original number and a sequential alphabetic suffix. (example: 1A for a revised submittal).

1.4 SCHEDULES

- A. The following schedules must be prepared and submitted to the Architect/Engineer for approval within twenty (20) calendar days (unless noted otherwise) after date of Owner-Contractor Agreement. Failure to submit any of the following items to the Architect/Engineer within the time allotted shall be grounds for withholding Contractor's Certificate for Payment.
 - 1. List of Subcontractors and Suppliers, including category of work, contact name, address, and telephone number.
 - 2. Construction Schedule. Refer to Paragraph 1.7 below.
 - 3. Schedule of Values. Refer to Section 01020, Paragraph 1.4.
 - 4. Cash flow schedule of anticipated amount of monthly estimates.
 - 5. Schedule of Submittals.
 - 6. Requests for Substitutions: Submit within 30 days, in accordance with Section 01600, Paragraph 1.5.
 - 7. Schedule of Operation and Maintenance Data for Manuals. Refer to Section 01700, Paragraph 1.7.

1.5 REPORTS, WARRANTIES, CERTIFICATES AND MANUALS

- A. Warranties:
 - 1. On all materials for a period of one year or as per the maintenance bond and as required by various specification sections.
 - 2. For General Contractor and roofing subcontractor on roofing.
 - 3. Warranty on wood and veneered fire doors.
- B. Special warranties in conjunction with mechanical equipment.
- C. Test reports and certificates in conjunction with electrical equipment.
- D. Operation and Maintenance Manuals. Refer to Section 01700, Paragraph 1.7.

1.6 SCHEDULE OF SUBMITTALS

- A. Provide list of all items requiring shop drawings, product data or samples.
- B. Organize list by specification sections and provide exact break down of phased portions of work.
- C. Provide proposed date for each initial submittal. Allow sufficient time as may be required for resubmittals.

1.7 CONSTRUCTION SCHEDULE

- A. The Construction Schedule shall be prepared in the form of a bar graph, identifying the first work day of each week and provide dates for completion of phases in the various categories of the work.
- B. Revise and resubmit as required. Submit revised schedule with each Application for Payment.
- C. The purpose of the Construction Schedule shall be to allow the Owner and Architect/Engineer to evaluate the Contractor's performance and adherence to the schedule on a monthly basis along with the Contractor's Application for Payment.

- D. Liquidated Damages will be paid by the Contractor to the Owner at a rate of five hundred dollars (\$500.00) for each and every calendar day that actual Substantial Completion exceeds the time for Substantial Completion authorized under the terms of this Contract.

END OF SECTION 01300

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submit to the Architect/Engineer shop drawings, product data, and samples required by specification sections.

1.2 SHOP DRAWINGS

- A. Prepared by a qualified detailer.
- B. Identify details by reference to sheet and detail numbers shown on Contract Documents.
- C. Shop Drawings shall be submitted only to clarify, amplify, or revise information shown or called for in the contract documents.

1.3 PRODUCT DATA

- A. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings to delete information which is not applicable to the work.
 - 2. Supplement standard information to provide additional information specifically applicable to the work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data:
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring or piping diagrams and controls.

1.4 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - 2. Full range of color samples.
- B. Field Samples and Mock-ups:
 - 1. Erect at project site at location acceptable to Architect/Engineer.
 - 2. Construct each sample or mock-up complete, including work of all trades required in finish work.

1.5 SUBMISSION REQUIREMENTS

- A. Submit shop drawing and product data as soon as practicable after award of contract but not later than 30 days before dates reviewed submittals will be needed.
- B. Submit all office samples as soon as practicable but not later than 30 days after award of contract in order to facilitate color selections and coordination of the various materials. Final color selections and release of shop drawings contingent upon color selection will not be made until all office samples have been submitted, coordinated, and approved.

C. Number of submittals required:

1. Shop Drawings: Submit six (6) prints of each shop drawing, unless otherwise indicated.
2. Product Data: Submit six (6) copies of product data.
3. Samples: Submit the number stated in each specification section, minimum of three samples for each item.

D. Each submittal print shall include a cover sheet with sequential submittal number and:

1. Date and revision dates.
2. Project title and number.
3. Names of Contractor, subcontractor, supplier, and manufacturer.
4. Identification of product or material and specification section number.
5. Relation to adjacent structure, materials or other critical features.
6. Field dimensions, clearly identified as such.
7. Applicable reference standards.
8. A blank space 4" x 8" for Architect/Engineer's stamp (on cover sheet).
9. Other pertinent data required by specifications.
10. Identification of variation from contract documents.
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, compliance with contract documents, and coordination with requirements of the work.

Note: Absence of the Contractor's stamp shall constitute grounds for rejection of the submittal until such time as the submittal has been processed in accordance with this requirement. DO NOT FOLD SUBMITTALS TO EXPOSE STAMPS ON BACK OF PAGES. STAMPS TO BE ON COVER PAGE(S).

1.6 RESUBMISSION REQUIREMENTS

- A. Resubmission: Make corrections and changes in submittals required by Architect/Engineer and resubmit until approved.
- B. Shop Drawings:
 1. Revise initial drawings and resubmit as specified for initial submittal.
 2. Indicate on drawings any changes which have been made, other than those requested by Architect/Engineer.
- C. Product Data and Samples: Submit new data and samples as specified for initial submittal.

1.7 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute reviewed copies of shop drawings and product data which carry Architect/Engineer's stamp as follows:
 1. Job Site File.
 2. Record Documents File.
 3. Other affected contractors.
 4. Subcontractors.
 5. Supplier or Fabricator.

Architect/Engineer will retain three (3) copies: one for his file, one for his consultants, and one for the owner.

END OF SECTION 01340

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Articles and portions of articles of the Contract Documents not amended, supplemented or superseded by these General Requirements (Division 1) shall remain in effect.

1.2 SECTION INCLUDES

- A. Cooperate with the City's approved testing agency and any others responsible for testing and inspecting work.
- B. Provide such other testing and inspecting as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.
- C. Where no testing requirements are described, but the Owner decides, that testing is required, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made using funds from the Testing Allowance as described in the Bid Form and Pay Item Descriptions.

1.3 PAYMENT FOR TESTING

- A. Initial Testing: The Contractor shall contract with selected testing agency for all initial services of the testing laboratory as required by the Contract Documents and testing as the Owner deems necessary.
- B. Retesting: When initial testing indicates non-compliance with the Contract Documents, subsequent retesting required by the non-compliance shall be performed by the same testing agency, and costs thereof will be paid directly by the Contractor.

1.4 LABORATORY DUTIES

- A. Cooperate with Architect/Engineer and Contractor; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance of materials and work procedures with requirements of Contract Documents.
- C. Promptly notify Architect/Engineer and Contractor of observed irregularities or deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; one copy each to Owner, Contractor and Engineer, and two copies to Architect/Engineer and City of Odessa Building Inspector. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number
 - 3. Testing laboratory name, address and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.

7. Date of test.
8. Identification of product and specification section.
9. Location of sample or test in the Project.
10. Type of inspection or test.
11. Interpretation of test results, when requested by Architect/Engineer.

E. Perform additional tests as required by Architect/Engineer of the Owner.

1.5 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties of the Contractor.
4. Stop the Work.

1.6 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to Work.

B. Furnish copies of Products tests reports as required.

C. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the Project site.
3. To facilitate inspections and tests.
4. For storage and curing of test samples.

D. Notify Architect/Engineer and Laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

E. Payment for all retesting required because of non-conforming work of materials.

1.7 SCHEDULE OF INSPECTIONS AND TESTS

A. Section 02200 – Earthwork (refer to Specifications)

1. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D698.
2. Frequency of Tests: Field density tests should be taken as each lift of fill material is placed. As a guide, one field density test per lift for each 5,000 square feet of compacted area is recommended. For small areas or critical areas the frequency of testing may need to be increased to one test per 2,500 square feet. A minimum of two tests per lift should be required.

END OF SECTION 01410

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL**1.1 GENERAL REQUIREMENTS**

- A. Articles and portions of articles of the General Conditions and Supplementary Conditions not amended, supplemented or superseded by these General Requirements (Division 1) shall remain in effect.

1.2 SECTION INCLUDES

- A. Security
- B. Protection of Completed Work
- C. Water Control
- D. Use of Site
- E. Temporary Controls
- F. Project Identification and Signs
- G. Field Offices and Sheds
- H. Removal of Utilities
- I. Fire Protection
- J. Protection of Trees and Vegetation
- K. Traffic Control

1.3 SECURITY

- A. A night watchman is not a requirement. However, protection of the property at all times is the responsibility of the Contractor, as well as replacement of any loss due to thieves or damage by vandals.

1.4 PROTECTION OF COMPLETED WORK -DAMAGED ITEMS

- A. The Contractor shall be fully responsible for the protection of all items, finishes, etc., from the time they are delivered to or installed in the Work, until finished work is turned over to the Owner. Whenever such items, finishes, etc., are damaged, they shall be completely replaced, including all required removal work, patching, repairing, refinishing, and reinstallation as required to turn item over to Owner in new condition.

1.5 WATER CONTROL

- A. Provide pumps, piping, fittings, hose, trenching, sumps, etc., as required to control and remove surface and subsurface water from excavation and the site. Dispose of water in accordance with E.P.A. storm water management for construction activities #482N.

1.6 USE OF SITE

- A. The Contractor will be responsible for protection of the Owner's property, including all adjacent structures, trees and shrubs.
- B. Temporary toilets may be located in the construction area.
- C. Prior to construction, inspect all areas of the site to be used including adjacent landscaping and irrigation, etc and prepare a photographic record of the conditions. As a part of the Work of this contract the site will be restored to its previous condition. All damages in the proximity of the construction area, not represented by the photographic survey shall be repaired to "like new condition."

1.7 TEMPORARY CONTROLS

- A. Temporary Services and Utilities:
 - 1. Owner shall pay for electrical utilities and water for the project during the construction period. Contractor to arrange and pay for all other services and utilities required and all deposits therefore, including but not limited to telephone, service, during the construction period.
 - 2. Provide and maintain in a neat and sanitary condition such toilet accommodations for use of employees as may be necessary to comply with requirements and regulations of the City and State Department of Health, or other "authorities" having jurisdiction. Permanent toilets within adjacent buildings shall not be used by employees. Maintain temporary toilet facilities on the site until final acceptance of Work, unless permission is given by the Architect/Engineer for earlier removal.
- B. Temporary Hoists: The General Contractor shall furnish, install and operate all temporary hoists as his needs may require; shall erect temporary stairs as may be required for his operations and shall erect and maintain suitable handrails and toeboards around all openings in floors and roofs and wherever else required for proper safety precautions. All of the foregoing requirements of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America.

1.8 PROJECT IDENTIFICATION AND SIGNS

- A. No signs or advertising of any kind will be permitted without the approval of the Owner.
- B. Project signs or other signs or advertising of any kind will not be permitted.

1.9 FIELD OFFICES AND SHEDS

- A. Provide a suitable office with telephone and fax throughout construction. Keep an approved set of Drawings and Project Manual, including revisions, approved shop drawings, and samples on job at all times.

1.10 REMOVAL OF UTILITIES

- A. Should active piping or conduit be encountered below grade within the construction site and be found at variance with the known conditions indicated by the Drawings and Specifications, relocate piping or conduit as directed by the Architect/Engineer. Provide temporary support of active piping and conduit encountered in the excavations until permanent support or removed is accomplished. Cut off, and cap or plug abandoned lines at least 3 feet outside the building lines. In all cases, conform to the applicable requirements of the locality or governing agency.

1.11 FIRE PROTECTION

- A. All contractors and subcontractors shall observe and the General Contractor shall enforce throughout the work, during the whole period of construction all requirements of the City, State and Insurance Authorities, to minimize the fire hazards during the progress of the work. In addition, the General Contractor shall post signs and warnings and insure the following requirements are met:
1. Combustible refuse shall be removed from the building daily.
 2. Storage of materials inside the building shall be restricted to fireproof areas with no-smoking signs posted.
 3. No oils, gasoline or other volatile liquids shall be stored inside the building.
 4. No bitumen kettles shall be operated inside the building.
 5. Space heaters and other types of heaters shall be set on incombustible flooring only. Building refuse shall not be burned in salamanders. Heaters shall not be placed closer than 15 feet to any combustible hanging or eight feet to a combustible partition or ceiling.
 6. Tarpaulins shall be flame proofed and when in use, securely braced and tied.
 7. Provide metal canisters with covers for storage of paint contaminated and oil waste materials.
 8. During all welding operations, a safety man with a fire extinguisher shall be on hand at all times to control any fire that may result from welding operations.
 9. The General Contractor shall provide fire extinguishers within 75 feet of any point of the area under construction. In addition, the General Contractor shall also provide one fire extinguisher outside each paint storage room and every other storage room where combustible materials are stored and in each field office.
 10. Burning of trash and excess materials on the premises is prohibited. No fires, including roofer's kettles, will be permitted within 40 feet of the buildings, sheds, shrubs or other material subject to fire, heat or smoke damage. The Contractor shall be solely responsible for any loss resulting from any fires.

1.12 PROTECTION OF TREES AND VEGETATION

- A. The Contractor shall be fully responsible for the protection of all trees and vegetation to remain and/or not in the footprint of the designed facility. The Contractor's failure to comply with the following will cause for the Owner to shut the project down at the Contractor's expense:
1. Parking vehicles under trees will not be permitted. The Contractor will be fined \$100.00 for each violation, which will be deducted from the contract amount by Change Order.
 2. All branches that interfere with construction activity shall be temporarily tied back to prevent damage. Branch removal is permitted only as approved by the Architect/Engineer.
 3. Tree damage will be assessed from the International Shade Tree Conference formula, D (diameter of tree measured 12" above ground) $\times 0.7854 \times \$36.00$. Total damages will be deducted from the contract amount by Change Order.
 4. Trenching for utilities in wooded areas must be staked and approved by Owner prior to construction. The Owner reserves the right to adjust line locations to avoid damage to existing trees.
 5. Where plans call for disturbance of the root system of existing trees, roots must be pruned (by machine manufactured for that purpose) prior to any other construction activity. Immediately after excavation, exposed roots must be immediately covered with a finely shredded mulch and kept moist until backfilling is complete.

END OF SECTION 01500

SECTION 01580

PROJECT SIGNS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain project identification sign.
- B. Provide temporary on-site informational signs to identify key elements of construction facilities.
- C. Remove signs on completion of construction.
- D. Allow no other signs to be displayed without Owner's permission.

1.2 PROJECT IDENTIFICATION SIGN

- A. One painted sign of size, lettering, and construction shown on the plans. Locate on site as directed by Owner (Architect/Engineer will provide a jpeg for fabricators use).

1.3 INFORMATIONAL SIGNS

- A. Painted signs with painted lettering, or standard products.
 - 1. Size of signs and lettering: as required by regulatory agencies or as appropriate to usage.
 - 2. Colors: As required by regulatory agencies, otherwise of uniform colors throughout Project.
- B. Erect at appropriate locations to provide required information.

1.4 QUALITY ASSURANCE

- A. Sign painter: Professional experience in type of work required.
- B. Finishes and Painting: Adequate to resist weathering and fading for scheduled Construction period.

PART 2 - PRODUCTS

2.1 SIGN MATERIALS

- A. Structure and Framing: New, wood or metal, in sound condition, structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.
 - 1. Thickness: 3/4" exterior grade ND face veneers.
- C. Paint: Exterior quality, submit for approval.
 - 1. Use Bulletin colors for graphics.

2. Colors for structure, framing, sign surfaces and graphics: as selected by Architect/Engineer.

PART 3 - EXECUTION

3.1 PROJECT IDENTIFICATION SIGN

- A. Paint exposed supports, framing and surface material; one coat of primer and two coats of exterior paint.
- B. Paint graphics in styles, sizes and colors as selected.

3.2 INFORMATIONAL SIGNS

- A. Paint exposed surfaces; one coat primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors as selected.
- C. Install at a height for optimum visibility, on ground-mounted poles or attached to temporary structural surfaces.

3.3 MAINTENANCE

- A. Maintain signs and supports in a neat, clean condition; repair damages to structure, framing or sign.
- B. Relocate informational signs as required by the progress of the Work.

3.4 REMOVAL

- A. Remove signs, framing, supports and foundations at completion of Project.

END OF SECTION 01580

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 - GENERAL**1.1 GENERAL REQUIREMENTS**

- A. Articles and portions of articles of the General Conditions and Supplementary Conditions not amended, supplemented or superseded by these General Requirements (Division 1) shall remain in effect.

1.2 SECTION INCLUDES

- A. Products
- B. Transportation and Handling, Storage and Protection
- C. Substitutions
- D. Manufacturer's Directions
- E. Color Schedule

1.3 PRODUCTS

- A. Products include new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.

1.4 TRANSPORTATION AND HANDLING

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.
- B. Materials shall be new, delivered and stored in authorized locations in unopened containers and in ample quantity to prevent delay. Ordering of materials shall be made well in advance so as not to hinder the progress of work. Grade marks, labels, etc. shall be kept readable.

1.5 SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. The details on the Drawings and the requirements of the Specifications shall be based on the first listed materials, products or equipment in the Contract Documents. All other products will be considered substitutions. If the Contractor desires to use any of the other listed materials, products or equipment other than that listed first or if the Contractor substitutes a material, product or equipment, the Contractor alone shall be responsible for the correct function, operation and accommodation of the other materials, products or equipment into the spaces allotted on the Drawings.
- C. The "listing" of a manufacturer does not imply "acceptance" or "approval" of any standard product of that manufacturer.
- D. Limitations of Substitutions:

1. Substitutions will not be considered when indicated or implied on shop drawings or product data submittals by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
 2. Substitute product shall not be ordered or installed without written acceptance.
 3. Only one request for substitution for each product will be considered. If substitution is not accepted, Contractor shall provide specified product.
 4. Architect/Engineer will determine acceptability of substitutions and the Architect/Engineer's decision of approval or disapproval of a requested substitution shall be final.
- E. Whenever, in any of the Contract Documents, any material, product or equipment is defined through the use of any federal association or other standard specification, the Contractor shall present satisfactory evidence of compliance with the particular specification for the material, product or equipment he proposes to furnish.
- F. Request for Substitution Submittal Procedures:
1. No substitution will be considered unless three copies are submitted on General Contractor's Request for Substitution Form (see Section 01630-3 and 01630-4).
 2. Request for Substitution during the bidding period:
 - a. Substitutions shall be submitted to the Architect/Engineer at least seven days prior to the date for receipt of bids by the General Contractor.
 - b. If the Architect/Engineer approves a proposed substitution prior to receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
 3. Request for Substitution after award of contract:
 - a. Substitutions shall be submitted to the Architect/Engineer within at least 30 (thirty) calendar days after the award of contract. No substitutions will be considered after that time and the Contractor must provide the specified product.

1.6 MANUFACTURER'S DIRECTIONS

- A. All manufactured articles, material, appliance and equipment shall be delivered, stored, applied, installed, connected, erected, used, cleaned, conditioned and placed in operation, as directed by the respective manufacturers, insofar as these directions are applicable to this particular project and are not in conflict with superior requirements in the Specifications or requirements of applicable Building Codes.

END OF SECTION 01600

SECTION 01630

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL**1.1 REQUIREMENTS INCLUDED**

- A. Furnish and install products specified, under conditions for options and substitutions stated in this Section.

1.2 PRODUCTS LIST

- A. Within 30 days after award of Contract, submit to Architect/Engineer six copies of complete list of major Products which are proposed for installation.
- B. Tabulate Products by Specification Section number and title.
- C. For products specified only by reference standards, list for each such Product:
 - 1. Name and address of manufacturer.
 - 2. Trade name.
 - 3. Model or catalogue designation.
 - 4. Manufacturer's data:
 - a. Reference standards.
 - b. Performance test data.

1.3 CONTRACTOR'S OPTIONS

- A. For Products specified only by reference standard, select Product meeting that standard, by any manufacturer.
- B. For Products specified by naming several Products or manufacturers, select anyone of products and manufacturers named which complies with Specifications.
- C. For Products specified by naming only one Product and manufacturer, there is no option and no substitution will be allowed (unless substitution is approved prior to bid opening).

1.4 SUBSTITUTION PROCEDURE

- A. Prior to the Bid Date: Architect/Engineer will consider substitutions as specified in the Instructions to Bidders, General Conditions and Section 01600 of the Technical Specifications.
- B. After the Bid Date: Architect/Engineer will consider formal written requests from Contractor for substitution of products in place of those specified only when submitted in accordance with the requirements of this Section. One or more of the following conditions must be documented.
 - 1. The substitution must be required for compliance with final interpretation of code requirements or insurance regulations.
 - 2. The substitution must be due to the unavailability of the specified products, through no fault of the Contractor. Long delivery period will not qualify as unavailability.
 - 3. The substitution may be requested when subsequent information discloses the inability of the specified products to perform properly or to fit in the designated space.
 - 4. The substitution may be due to the manufacturer's or fabricator's refusal to certify or guarantee performance of the specified product as required.
 - 5. The substitution may be requested when it is clearly seen, in the judgement of the Architect/Engineer that a substitution would be substantially to the Owner's best interests in terms of cost, time or other considerations.

- C. Submit a separate request for each substitution on a copy of the request form attached to this section. Support each request with:
1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature;
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and date of each installation.
 2. Itemized comparison of the proposed substitution with product specified; list significant variations.
 3. Data relating to changes in construction schedule.
 4. Any effect of substitution on separate contracts.
 5. List of changes required in other work or Products.
 6. Accurate cost data comparing proposed substitution with product specified.
 - a. Amount of any net change to Contract Sum.
 7. Designation of required license fees or royalties.
 8. Designation of availability of maintenance services, sources of replacement materials.
- D. Substitutions will not be considered for acceptance when:
1. They are indicated or implied on shop drawings or product data submittals without a formal request from Contractor.
 2. They are requested directly by a subcontractor or supplier.
 3. Acceptance will require substantial revision of Contract Documents.
- E. Substitute products shall not be ordered or installed without written acceptance of Architect/Engineer and Owner.
- F. Architect/Engineer and Owner will determine acceptability of proposed substitutions.

1.5 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution Contractor represents that:
1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
 2. He will provide same warranties or bonds for substitution as for product specified.
 3. He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
 4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
 5. Cost data is complete and includes related costs under his Contract, but not:
 - a. Costs under separate contracts.
 - b. Architect/Engineer's costs for redesign or revision of Contract Documents.
 6. He will reimburse the Owner separately for fees paid to the Architect/Engineer for redesign, revision of Contract Documents, and review of each substitution request.

1.6 ARCHITECT/ENGINEER'S DUTIES

- A. Review Contractor's requests for substitutions with reasonable promptness.
- B. Notify Contractor, in writing, of decision to accept or reject requested substitution.

END OF SECTION 01630 – See Attached General Contractor's Request for Substitution

GENERAL CONTRACTOR'S REQUEST FOR SUBSTITUTION
(Submit six copies.)

Request No. _____ Date _____

Project Name: _____

Project Name: _____

Contractor Name and Address: _____

Hereby requests approval of the following product or system as an "approved substitution."

Specification Section No. _____ Page(s) _____ Paragraph _____

Drawing No (s). _____ Detail or Section No (s). _____

USE SEPARATE FORM FOR EACH SUBMITTAL

Name and description of submittal for substitutions.

Manufacturer: _____

Address: _____ Telephone: _____

Vendor: _____

Address: _____ Telephone: _____

Are maintenance services and replacement parts available through vendor? _____

Differences between proposed substitution and specified item? _____

For finish materials and prefabricated equipment, list the colors available for the proposed substitution: _____

Manufacturer's guarantees of the proposed and specified items are:

☐ Same

☐ Different. Explain differences on an attachment.

Reason for not giving priority to specified item: _____

Substitution affects other material or systems: ☐ No ☐ Yes (If yes, attach complete data.)

Enclosed data is (with specific marks related to substitution):

☐ Catalog ☐ Drawings ☐ Sample ☐ Tests ☐ Reports

☐ Other _____

List items or elements that are the same as the specified item.

Attach list of similar projects using the product attachment. Include Owner, and Owner's representative to contact.

State effects of substitution on construction schedule, and changes in other work or project.

What license fees or royalties are required?

The undersigned states that the function, appearance, quality and results are equivalent or superior to the specified items and that Substantial Completion will not be affected.

Submitted by:

Contractor's Signature

Firm

Address

Telephone

Date

Owner's Signature: _____

For the Design Professional

☐ Accepted ☐ Accepted as noted

☐ Not accepted ☐ Received late

By: _____

Date: _____

Remarks: _____

SECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL**1.1 GENERAL REQUIREMENTS**

- A. Articles and portions of articles of the General Conditions and Supplementary Conditions not amended, supplemented or superseded by these General Requirements (Division 1) shall remain in effect.
- B. All closeout documents (Record Drawings, Operation and Maintenance Manuals and Warranties) shall be provided to the Owner in hard copy format as well as in electronic format on CD.

1.2 SECTION INCLUDES

- A. Substantial Completion
- B. Cleaning
- C. Record Drawings
- D. Operation and Maintenance Manuals
- E. Warranties
- F. Spare Parts and Maintenance Materials
- G. Letters of Compliance

1.3 SUBSTANTIAL COMPLETION

- A. After the Work has been cleaned and finished to a state of Substantial Completion, the Contractor shall prepare a list of items to be completed or corrected. The Contractor shall give the Architect/Engineer 10 days written notice of the date the Work, or a portion of the Work, will be ready for each inspection.
- B. First Inspection: Upon receipt of the list of items to be completed or corrected, if the Architect/Engineer agrees that the level of completeness meets the standards established, the Architect/Engineer will inspect the project for compliance with the Contract Documents. The Architect/Engineer shall verify and amend the Contractor's list. The Architect/Engineer will designate specific items on the list which must be completed or corrected before the Certificate of Substantial Completion will be issued.
- C. If, in the Architect/Engineer's opinion, the Contractor is not making the proper effort to complete or correct listed items, the Architect/Engineer may report same to the Owner who will have the option of engaging other contractors to complete the work of the project. Such contractors shall be employed as stipulated in the General Conditions.
- D. Second Inspection: When items have been corrected to meet Substantial Completion, the Contractor shall notify the Architect/Engineer to perform a second Substantial Completion inspection. If, in the opinion of the Owner and Architect/Engineer, the work has been performed in compliance with the Contract Documents, and if documents defined in this Section, and in Paragraph 9.10.1 of the General Requirements have been prepared and received by the Owner, the Architect/Engineer will issue the Certificate of Substantial Completion with the remaining items to be completed or corrected for final acceptance on an attached list.

- E. Items to be Completed or Corrected: The list of items attached to the Certificate of Substantial Completion is a guideline of items to be corrected for final acceptance. Items may be added to the list after the date of Substantial Completion as a guide of items to review at final inspection and as a record of the warranty date for those items.

1.4 CLEANING

- A. Execute cleaning prior substantial completion reviews and final inspections.
- B. Clean interior and exterior surfaces exposed to view.
- C. Clean debris from entire site and drainage systems.
- D. Clean or replace filters of operating equipment.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- F. The Contractor shall turn the work over in clean condition outside (including the premises). Clean up shall include removal of smudges, marks, stains, fingerprints, soil, dirt, paint, dust, lint, unnecessary labels, discoloration's and other foreign materials. Clean all finished surfaces, such as (but not limited to) walks, drives, curbs, paving, fences, grounds, etc. Slick surfaces shall be left with a clear shine. Remove all temporary facilities and job sign, including surface materials and temporary roads and walkways.

1.5 RECORD DOCUMENTS

- A. The contractor shall provide to the Architect/Engineer complete record documents at the completion of the project which includes the drawings and project manual. The record documents shall be submitted in electronic format.
- B. The contractor shall acquire and pay for a set of blue-line prints of the drawings on heavy weight paper and one Project Manual with a laminated cover at the beginning of the project to be kept in a safe, neat environment at the site. The blue-line prints and project manual will be labeled with neat bold letters "Record Drawings Prints" and "Record Project Manual". The edges of the prints shall be protected with clear tape.
- C. During the course of performing the work, the contractor shall neatly record all changes to the Contract Documents on the "Record Drawing Prints" and "Record Manual", including but not limited to:
 - 1. All Addendum's issued by the Architect/Engineer.
 - 2. All Change Orders approved by the Owner.
 - 3. All Architect/Engineer's Supplemental Instructions issued by the Architect/Engineer.
 - 4. All answers issued by the Architect/Engineer in response to "Requests for Interpretation" issued by contractor that change any drawing or specification.
 - 5. All changes by the contractor of piping routings, duct layouts, electrical equipment placement, circuiting, etc. that deviate from locations shown on the Contract Documents, shall be carefully recorded. The contractor shall show and label all valves with the corresponding tag number.
 - 6. All underground utility locations shall be reviewed with the Architect/Engineer and consequently recorded on the "Record Drawing Prints".
- D. Prior to application for payment each month, the Architect/Engineer will review the "Record Drawing Prints" and "Project Manual" to verify that any changes during that pay period have been properly recorded. The contractor shall keep a log on the cover sheet of the drawings and a log in the front of the Project Manual indicating which Addendum's, Change Orders, Supplemental

Instructions, R.F.I.'s, etc. have been posted, the date they were posted, and by whom they were posted. Failure to record the changes that have occurred in that pay period will be grounds to withhold payment until they are recorded.

- E. As part of Project Close-out, the Record Documents, shall be submitted to the Architect/Engineer for review and approval after substantial completion and prior to final payment.
- F. As part of Project Closeout, the "Record Documents", plotted on mylar, and the laminated "Record Project Manual" shall be submitted to the Architect/Engineer for review after substantial completion and prior to final payment. The Architect/Engineer will compare the "Record Documents" to his own record set. The Architect/Engineer will return the "Record Documents" to the contractor who will promptly correct any deficiencies or discrepancies to the satisfaction of the Architect/Engineer and replot the appropriate sheets. The contractor will then submit to the Architect/Engineer, one (1) sets of blue-line prints of the final record drawings, and one (1) marked up copy of the "Record Project Manual".
- G. The Contractor shall show a reasonable sum of money for "Record Documents" as a line item on his schedule of values.

1.6 OPERATION AND MAINTENANCE MANUALS

- A. Furnish the Owner, through the Architect/Engineer, two copies of operating instructions and maintenance recommendations for all work installed in the building, including that installed by General Contractor's own forces and all work done by subcontractors.
- B. Operating instructions and maintenance recommendations shall be furnished in a form approved by the Architect/Engineer and shall be neatly typewritten and complete, bound into Operations and Maintenance Manuals.
- C. These manuals shall be prepared and transmitted to the Architect/Engineer for approval so they can be given to the Owner no less than 10 days prior to Substantial Completion.
- D. The work covered by these manuals will not be inspected for Substantial Completion until Owner has received the manuals described above.

1.7 WARRANTIES

- A. Warranties and Certificates: Prior to the final payment, Contractor and subcontractors shall forward to the Architect/Engineer, copies of warranties and certificates as required by the Contract Documents.
- B. The Contractor and each subcontractor shall furnish written warranties, covering their respective work or equipment for a minimum period of two years from the date of acceptance, against defects of material or workmanship at no cost to the Owner. Some work may be specified to be covered under a longer period of warranty. All warranties shall be signed by the responsible Contractor and subcontractor.
- C. Wherever defects occur within the time limit of the warranty, if such unsatisfactory condition is due to the use of materials, or workmanship which are inferior, defective or not in accordance with the Contract, the Contractor, whenever notified, shall immediately:
 - 1. Place any such warranted work and/or materials in satisfactory condition.
 - 2. Make good any work or materials, or the equipment or contents of said structures or grounds, which are damaged in fulfilling any such warranty at no cost to the Owner, and to the satisfaction of the Architect/Engineer.

- D. Should the Contractor fail to proceed promptly with the terms of this warranty the Owner may have such work performed as he may deem necessary to fulfill the warranty, charging the cost thereof against the Contractor.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

END OF SECTION 01700

DIVISION 2 – SITEWORK

SECTION 02100

SITE PREPARATION

PART 1 - GENERAL

- 1.1 SCOPE: Work in this section includes furnishing all labor, materials, equipment, and services required for clearing and grubbing, minor demolition, removal and disposal of items as specified herein and on the plans.
- 1.2 RELATED WORK SPECIFIED ELSEWHERE:
 - A. Section 02200 - Earthwork.
 - B. Existing Conditions, Removal and Demolition Items, and Grading Plan: Refer to plan sheets.

PART 2 - PRODUCTS

- 2.1 No products are required to execute this work, except as the Contractor may deem necessary.

PART 3 - EXECUTION

- 3.1 CLEARING AND GRUBBING:
 - A. Clearing and grubbing shall consist of removing all natural and artificial objectionable materials from the project site or from limited areas of construction specified within the site.
 - B. In general, clearing and grubbing shall be performed in advance of grading and earthwork operations and shall be performed over the entire area of earthwork operations.
 - C. Buried material such as logs, stumps, roots of downed trees that are greater than one and one-half (1-1/2") inches in diameters, matted roots, rubbish, and foreign debris shall be grubbed and removed to a minimum depth of twenty-four (24") inches below proposed finished grades.
 - D. Ground covers of weeds, grass, and other herbaceous vegetation shall be removed prior to stripping and stockpiling topsoil from areas of earthwork operations. Such removal shall be accomplished by "blading" off the uppermost layers of sod or root-matted soil for removal.
- 3.2 PAVEMENT REMOVAL:
 - A. Bituminous and concrete pavements shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of one and one-half (1-1/2") inches. If a saw cut in concrete pavement falls within three (3') feet of an existing score joint, construction joint, saw joint, cold joint, expansion joint, or edge, the concrete shall be removed to that joint or edge. All saw cuts shall be parallel and/or perpendicular to the line of existing pavement. If an edge of a cut is damaged subsequent to saw cutting, the concrete shall again be sawed to a neat, straight line for the purpose of removing the damaged area.
- 3.4 UTILITIES REMOVAL: In general, those utilities on the site that are to be removed or abandoned and that belong to the Owner shall be removed or abandoned by the Contractor. The Owner is responsible for arranging the relocation or removal of other utilities owned by utility companies or other parties.
- 3.5 MISCELLANEOUS DEMOLITION: There may be certain items on the site such as old building foundations, fences and other undetermined structures and improvements that must be removed before construction can commence. Unless otherwise specified, such items become the property of the Contractor for subsequent disposal.

- 3.6 USE OF EXPLOSIVES: The use of explosives will not be permitted in site preparation operations unless specifically permitted by the Owner in writing.
- 3.7 BACKFILLING: All holes, cavities, and depressions in the ground caused by site preparation operations will be backfilled and tamped to normal compaction and will be graded to prevent ponding of water and to promote drainage. In areas that are to be immediately excavated, the Architect/Engineer may permit holes, etc., to remain open.
- 3.8 DISPOSAL OF WASTE MATERIALS:
- A. Unless otherwise stated, materials generated by clearing, grubbing, removal, and demolition shall be known as “waste” or “spoils” and shall be removed from the site and disposed of by the Contractor. Similar materials may be unearthed or generated by earthwork operations or by the drilling of piers. Unless otherwise specified any merchantable items become the property of the Contractor.
 - B. In certain cases, the Owner or Architect/Engineer may grant special permission for the Contractor to dispose of certain “wastes” or “spoils” by deep burial on the site. Such material would be buried in an approved area; would not be organic, biodegradable, or crushable; and would be buried in lifts or layers with soil thoroughly compacted around and over the material. A minimum of thirty (30”) inches of cover would be required over the burial site.

END OF SECTION 02100 –See attached diagrams

SECTION 02200

EARTHWORK

PART 1 - GENERAL

- 1.1 SCOPE: Work in this section includes furnishing all labor, materials, equipment, and services required to construct, shape, and finish earthwork to the required lines, grades, and cross sections as specified herein and on the plans.
- 1.2 RELATED WORK SPECIFIED ELSEWHERE:
 - A. Section 02100 - Site Preparation.
 - B. Grading Plan: Refer to plan sheets.
- 1.3 TEST REPORTS: The Owner will bear the cost of all testing requirements (unless re-testing is required) and the Testing Laboratory will submit test reports from a commercial testing laboratory as specified herein and in the Conditions of the Contract.
- 1.4 METHOD OF PAYMENT: Earthwork is a necessary and incidental part of the work. The total cost will be included in the Bid Proposal. Payment will not be made on a unit price basis nor by any other separate measured payment method.

PART 2 - PRODUCTS

- 2.1 UNCLASSIFIED EXCAVATION: Unclassified excavation shall consist of all excavation, unless separately designated, within the limits of the work. Unclassified excavation includes all material encountered regardless of its nature or the manner in which it is to be excavated.
- 2.2 UNCLASSIFIED FILL:
 - A. Unclassified fill shall consist of all fill within the limits of the work. All suitable native materials removed in unclassified excavation, or similar imported materials, shall be used insofar as practicable as unclassified fill. Properly deposited, conditioned, and compacted fill is hereinafter referred to as "earth embankment."
 - B. Rock: Minor quantities of rock not greater than four (4") inches in greatest dimension are permissible in fill materials used to construct earth embankment. Minor quantities of rock of greater dimensions may be placed in the deeper fills in accordance with the Texas Department of Transportation requirements for construction of rock embankments, provided such placement of rock is not immediately adjacent to structures or piers. Also, rock may be placed in the portions of embankments outside the limits of the completed graded width where the size of the rock prohibits their incorporation in the normal embankment layers.
- 2.3 TOPSOIL: Shall be as follows:
 - A. On-Site Topsoil: Topsoil shall consist of an average depth of six (6") inches of native surface soil left in place after the ground cover of herbaceous vegetation and other objectionable matter has been cleared by "blading," as specified in Section 02100, "Site Preparation." Topsoil may be greater or less than the upper six (6") inches in depth. However, it must be removable without contamination by the subsoil or substratum or other objectionable matter that would render it as "unsuitable material" as described herein.
 - B. Imported Topsoil: In the event there is not sufficient onsite topsoil, imported clean sandy loam topsoil will be imported so that the result is a full 6" deep of top soil in all planting areas. Submit a one (1) gallon sample and a pit analysis for approval.

2.4 IMPORTED FILL:

- A. Imported fill materials shall be used for the construction of earth embankment in the event that (1) the volume of unclassified excavation is less than the volume of fill required for earth embankment and/or (2) the condition of materials removed in unclassified excavation makes them unsuitable for use in the construction of earth embankment.
- B. The Contractor shall haul and place imported fill obtained from off-site sources as necessary to construct the embankment and various other details of the construction plans. All costs related to such imported fill will be included in the contract price, and no additional or separate payment for imported fill will be due the Contractor.
- C. A sample of the proposed imported fill must be provided by the Contractor and be approved by the Architect/Engineer. In general, imported material must be equal to or better than native material in quality and engineering characteristics. The Architect/Engineer may also require the Contractor to provide a material analysis test of the proposed fill.

2.5 SELECT MATERIALS:

- A. Select materials shall be imported from off-site sources, unless they are available from specifically designated areas on the site as marked on the plans.
- B. Select Fill: The recommendations as called for in the “Geotechnical Investigation” shall be used for select fill. If none are provided in the “Geotechnical Investigation”, the select fill shall be as follows: select fill shall be used for the construction of subgrades under building foundations, slabs on grade, and other concrete construction as shown and detailed on the plans. All select fill shall be sandy material or other suitable granular material (more than fifty (50%) percent by weight retained on a No. 200 sieve) and shall have a plasticity index not less than four (4) nor more than fifteen (15). Properly deposited, conditioned, and compacted select fill is hereinafter referred to as “select embankment.”
- C. Testing Requirements:
 - 1. The Contractor shall have the testing lab to provide a material analysis test of a pit sample of select fill prior to hauling it to the site. This test will include the percentage by weight retained on a No. 200 sieve, the plasticity index, a physical description of the material, and the Standard AASHTO Density and optimum moisture content as required in the execution of “DENSITY CONTROL” in this specification. Tests performed on samples of fill material used for other projects are unacceptable.
 - 2. The Contractor shall have the testing lab to provide a maximum of four additional material analysis tests as described above for specimens chosen until after an entire lift of select fill material is hauled and deposited on the prepared subgrade, and all steps have been executed except for conditioning and compaction as required in the execution of “EARTH EMBANKMENT” and “SELECT EMBANKMENT” of this specification. The Owner or Architect/Engineer may call for a series of tests from the same lift or from any given lift of deposited material.

2.6 UNSUITABLE MATERIALS:

- A. Topsoil, select material, imported fill, or unclassified fill will be declared as “unsuitable” by the Owner if, in his opinion, any of the following conditions or matter and particles are present to a degree that is judged detrimental to the proposed use of the material.
 - 1. Moisture.
 - 2. Decayed or undecayed vegetation.
 - 3. Hardpan clay, heavy clay, or clay balls.

4. Rubbish.
 5. Construction rubble.
 6. Sand or gravel.
 7. Rocks, cobbles, or boulders.
 8. Cementious matter.
 9. Foreign matter of any kind.
- B. Unsuitable materials will be disposed of as “waste” as specified in Section 02100.
- C. Wet Material: If fill material is unsatisfactory for use as embankment solely because of high moisture content, the Architect/Engineer may grant the Contractor permission to process the material to reduce the moisture content to a usable optimum condition.

PART 3 - EXECUTION

- 3.1 SITE PREPARATION: In general, “site preparation,” as specified in Section 02100, shall be performed in advance of grading and earthwork operations and shall be completed over the entire area of earthwork operations.
- 3.2 TOPSOIL:
- A. The removal and storage of topsoil shall occur after site preparation is complete and before excavation and embankment construction begin. Likewise, topsoil will be replaced after excavation and embankment construction are complete.
 - B. Removal: Topsoil shall be stripped to an average depth of six (6”) inches from areas where excavation and embankment construction are planned. Topsoil may be obtained from greater depths if it is uncontaminated by the substratum, and it is of good quality in the opinion of the Architect/Engineer.
 - C. Storage: Topsoil shall be stored in stockpiles conveniently located to areas that will later receive the topsoil. Stockpiles shall be out of the way of earthwork operations in locations approved by the Owner or Architect/Engineer. Stored topsoil shall be kept separate from other excavated materials and shall be protected from contamination by objectionable materials that would render it unsuitable.
 - D. Timing: Topsoil will not be replaced (deposited) until construction activities are complete that would create undesirable conditions in the topsoil, such as overcompaction or contamination. Trenching for items such as electrical conduit and irrigation pressure lines must be complete before topsoil replacement may begin.
 - E. Replacement: Topsoil will be deposited in a single layer or lift. It will be placed, processed, compacted, and graded to leave a finished layer of topsoil not less than five (5”) inches in depth. Unless otherwise indicated, topsoil will be replaced over all areas of earthwork (including slopes), except where pavement is planned.
 - F. Grading: Topsoil will be final graded to the elevations shown on the plans. Unless otherwise indicated, the final plane of compacted topsoil will be between 0.10 foot and one (1”) inch below adjacent paved surfaces. Fine grading will be accomplished with a weighted spike harrow, weighted drag, tractor box blade, light maintainer, or other acceptable machinery. Grading operations and equipment will be such that topsoil does not become overcompacted. Bulldozer blades and front-end loader buckets are not acceptable devices for topsoil grading operations.
 - G. Plant Bed Areas: Excavate to a depth of 12” to receive proposed soil mix.
 - H. Acceptability: Finished areas of topsoil are satisfactory if they are true to grade, true in plane, even in gradient (slope), uniform in surface texture, and of normal compaction. Areas of loose granular

pockets or of overcompacted soils are not acceptable and will be reworked. Finished areas will promote surface drainage and will be ready for turfgrass planting.

3.3 UNCLASSIFIED EXCAVATION:

- A. All excavated areas shall be maintained in a condition to assure proper drainage at all times, and ditches and sumps shall be constructed and maintained to avoid damage to the areas under construction.
- B. Surplus Material:
 - 1. Surplus excavation is that quantity of material that may be left over after the grading plan is executed, and all earthwork operations, including excavation, embankment construction, topsoil replacement, and final grading, are completed. Unless otherwise specified, the Contractor shall dispose of surplus material as “waste” as specified in Section 02100.
 - 2. In certain cases, if the on-site excavation and embankment quantities are not balanced and there is a surplus of excavated material, the Architect/Engineer may permit the Contractor to “waste” the surplus by constructing additional embankment in an approved location. No additional payment for such work would be due that Contractor.
- C. Excavation in Rock: The use of explosives will not be permitted unless specifically permitted in writing by the Owner. Unless otherwise indicated on the plans, excavation in solid rock shall extend six (6”) inches below required subgrade elevation for the entire width of the area under construction and shall be backfilled with suitable materials as indicated on the plans.

3.4 EARTH EMBANKMENT:

- A. Earth embankment is defined as embankment composed of suitable materials removed in unclassified excavation and/or imported fill. The construction of embankment includes preparing the area on which fill is to be placed and the depositing, conditioning, and compaction of fill material.
- B. General: Except as otherwise required by the plans, all embankment shall be constructed in layers approximately parallel to the finished grade of the graded area, and each layer shall be so constructed as to provide a uniform slope as shown on the grading plan. Embankments shall be constructed to correspond to the general shape of the typical sections shown on the plans, and each section of the embankment shall correspond to the detailed section or slopes established by the drawings. After completion of the graded area, embankment shall be continuously maintained to its finished section and grade until the project is accepted.
- C. Preparation: Prior to placing any embankment, all preparatory operations will have been completed on the excavation sources and areas over which the embankment is to be placed. Stump holes or other small excavations in the limits of the embankments shall be backfilled with suitable material and thoroughly tamped by approved methods before commencing embankment construction. The surface of the ground, including plowed, loosened ground, or surfaces roughened by small washes or otherwise, shall be restored to approximately its original slope by blading or other methods, and, where indicated on the plans or required by the Architect/Engineer, the ground surface, thus prepared, shall be compacted by sprinkling and rolling.
- D. Scarification: The surface of all areas and slopes over which fill is to be placed, other than rock, shall be scarified to a depth of four (4”) to six (6”) inches to provide a bond between the existing surface and the proposed embankment. Scarification shall be accomplished by plowing, discing, or other approved means. The material that has been loosened shall be recompacted with the new embankment.

- E. Depositing: Fill material shall be placed in horizontal layers or lifts, evenly spread, not to exceed eight (8") inches in loose depth before conditioning and compaction. Unless otherwise permitted, each layer of fill material shall cover the length and width of the area to be filled and shall be conditioned and compacted before the next higher layer of fill is placed. Adequate drainage shall be maintained at all times.
- F. Watering: At the time of compaction, the moisture content of fill material shall be such that the specified compaction will be obtained, and the fill will be firm, hard, and unyielding. Fill material, which contains excessive moisture shall not be compacted until it is dry enough to obtain the specified compaction.
- G. Compacting: Each layer of earth fill shall be compacted by approved tamping or sheepfoot rollers, pneumatic tire rollers, or other mechanical means acceptable to the Architect/Engineer. Hand-directed compaction equipment shall be used in areas inaccessible to vehicular compactors.
- H. Grading: Embankments shall be constructed in proper sequence and at proper densities for their respective functions. All embankment serves in one capacity or another as subgrade (e.g., under topsoil, under concrete and asphalt pavement, under structures, etc.). Accordingly, the upper layer of embankment shall be graded to within plus or minus 0.10 foot of proper subgrade elevation prior to depositing topsoil, and prior to the construction of pavements, slabs, etc.

3.5 SELECT EMBANKMENT: Select embankment is defined as embankment constructed of select fill material. In general, it is constructed the same as earth embankment, except as described below.

- A. Subgrade: In cases where select fill is to be placed on a subgrade surface that is proposed to be within 0.50 foot in elevation of the existing surface grade, the top six (6") inches of soil shall be stripped and removed as unsuitable waste. A minimum of six (6") inches of fill comprising the subgrade for the select embankment shall be prepared and compacted as "earth embankment under select embankment" (see Density Control paragraph).
- B. Mixing: If the select fill is non-uniform in material composition, the Contractor may elect to mix with discing or pulverizing machinery to ensure that it meets the specified density and material analysis testing requirements. During mixing, care shall be taken not to disturb the subgrade nor to incorporate the subgrade material into the select material. Mixing would occur between the depositing and watering steps described in the embankment construction process. Also, see "Testing Requirements" under "SELECT MATERIALS" of the PRODUCTS section of this specification.
- C. It is the sole responsibility of the Contractor to provide a select material of such quality that it can be "set-up" and "finished" to provide a stable support for the hot mix asphaltic concrete pavement. In addition to the density requirements, the subgrade must have sufficient strength at time of paving to support the proposed hot mix paving operation including paving machine, haul trucks, and rollers. If significant deterioration of the finished subgrade occurs during paving operations, paving shall be suspended until the required remedial action is taken by the Contractor. Approval of submitted samples of select material by the Architect/Engineer does not relieve the Contractor of this responsibility. All irregularities, depressions, or weak spots which develop in the subgrade shall be corrected prior to paving by scarifying the areas affected, adding suitable material as required, reshaping and recompacting by sprinkling and rolling. Should the select material subgrade, due to any reason or cause, lose the required stability, density, or finish before surfacing is complete, it shall be recompacted and refinished at the sole expense of the Contractor.

3.6 DENSITY CONTROL:

- A. Backfill Placement and Compaction: The backfill material should be placed in maximum of eight (8)-inch lifts and compacted to a density ranging between 92 and 98 percent of maximum

Standard Proctor (ASTM D 698) dry density at a moisture content ranging from one (1) percentage point below optimum to four (4) percentage points above optimum (-1 to +4).

- B. Non-Expansive, Select Fill: The select fill should be placed in loose lifts not exceeding eight (8) inches in uncompacted thickness, and be uniformly compacted to a minimum of ninety-five (95) percent of the maximum dry density determined by Standard Proctor (ASTM D 698). The moisture content of the fill at the time of compaction should be from minus two (2) to plus five (5) percentage points of optimum (-2 to +5).
- C. Pavement Subgrade: The subgrade should be compacted to a minimum of 95 percent of Standard Proctor (ASTM D 698) at a moisture content ranging from optimum to four (4) percentage points above optimum (0 to +4).

For additional information, refer to the Subsurface Investigation, located in Part I of the Project Manual.

- 3.7 MOISTURE MAINTENANCE: The specified moisture content shall be maintained in all embankments that are to function as subgrade for structures, areas of pavement, or for select embankment. After completion of the embankment, the Contractor shall prevent excessive loss of moisture in the embankment by sprinkling as required. Loss of moisture in excess of two (2%) percent below optimum in the top twelve (12") inches of the fill will require that the top twelve (12") inches of the embankment be scarified, wetted, and recompact prior to placement of the structure, select fill or pavement. If desired, the Contractor may place an asphalt membrane of emulsified or cutback asphalt over the completed embankment and thus eliminate the sprinkling requirement.
- 3.8 TESTING: Spot field tests of embankment densities shall be required of the Contractor by the Owner at the place and time of their choosing. Any area not meeting density control requirements shall be immediately excavated, reconstructed, and retested, at the expense of the Contractor, until satisfactory results are obtained. See Section 01410.

END OF SECTION 02200

SECTION 02220

EXCAVATION, TRENCHING, AND BACKFILLING

PART 1 - GENERAL

- 1.1 SCOPE: The work to be performed under this section of the specifications shall consist of furnishing all labor, equipment and materials, and performing all operations in connection with the excavation, trenching, and backfilling for the installation of water, sanitary sewer, drain lines, and perforated pipe underdrains as shown on the plans and as specified herein.
- 1.2 RELATED WORK SPECIFIED ELSEWHERE:
- 1.3 SUBMITTALS: Submit to the Engineer in conformance with the requirements of the Conditions of the Contract.

PART 2 - PRODUCTS

- 2.1 MATERIALS: No materials are required in this section.

PART 3 - EXECUTION

- 3.1 EXCAVATION:
 - A. General: Excavation shall include the removal of any trees, stumps, brush, debris or other obstacles that may obstruct the line of work, and the excavation and removal of all earth, rock, or other materials to the extent necessary to install the pipe, appurtenances, and structures in conformance with the line and grades shown in the plans or as specified.
 - B. Maximum and Minimum Width of Trenches: The sides of all trenches shall be cut as nearly vertical as possible from the bottom of the trench to a point twelve (12") inches above the top of the pipe when it is laid to grade. The minimum width of trench in which the pipe may be installed shall be as shown in the plans, measured at an elevation in the trench which is twelve (12") inches above the top of the pipe when it is laid to grade.
 - 1. Whenever the prescribed maximum trench width is exceeded, the Contractor shall use the next higher class of embedment or encasement than specified, based upon the load factors shown on the plans, and the additional cost incurred will be borne by the Contractor.
 - 2. Nothing herein shall be construed as prohibiting the Contractor from moving the upper portion of earth to a depth twelve (12") inches above the top of the pipe, in sections of the line where the cut is deep, by means of scrapers, bulldozers, or other dirt moving equipment, as a preliminary to trenching for the pipe if he elects to do so and has permission therefor from the property owner whose land will be affected. Such permission must be obtained from the property owner prior to the start of any such earth moving operations.
 - C. Sheet piling and Shoring: In caving ground, or in wet, saturated, or flowing materials, the sides of all trenches and excavation shall be adequately sheeted and braced so as to maintain the excavation free from slides or cave-ins and safe for workmen. It shall be the sole responsibility of the Contractor to conform to the requirements of Occupational Safety and Health Act of 1970.
 - 1. Sheet piling and shoring shall not be left in place unless its removal is impractical, as determined by the Architect/Engineer.

- D. **Dewatering Excavation:** The Contractor shall, commencing sufficiently in advance of excavation, during the excavation period, and as long thereafter as the condition of the work may require, provide and maintain in good operating condition such equipment as may be required to prevent all water from entering any trench excavation. This shall include, but is not limited to: surface water which would drain into the excavation; seepage water which would enter the trench as a result of the excavation and a high ground water level; and the water which could penetrate the trench bottom due to the anticipated piezometric head coupled with the removal of overburden should the Contractor not lower the water table in advance of the excavation. Backfilling operations shall be completed before dewatering operations are suspended. Water removed from the excavation shall be disposed of in such a manner as to prevent damage to adjacent property or to other work under construction. Damage of whatever nature caused by dewatering the work or failure to dewater the work satisfactorily shall be promptly repaired and/or remedied by the Contractor at his own expense.
1. Provision shall be made for the satisfactory disposal of water pumped from excavations so as to prevent damage to public or private property. In all cases, accumulated water in the trench shall be removed before placing embedment, laying pipe, placing any concrete or backfilling.
- E. **Subgrade in Earth:** Where a firm and stable foundation for the pipe can be obtained in the natural soil and where special embedment is not shown on the plans or specified herein, the bottom of the trench shall be carefully and accurately trimmed to fit the lower portion of the pipe barrel. Bell holes shall be excavated for each joint. The bell holes shall be accurately located and shall be of sufficient width and depth to allow ample room for making the joint and to relieve the pipe bell of all load.
1. Should the excavation be carried below grade, except as herein specifically provided, the Contractor shall, at his own expense, refill it to the proper elevation with gravel or crushed stone, which shall be compacted by tamping until it is firm and unyielding.
- F. **Soft Subgrade:** If soft or spongy material is encountered in the excavation at subgrade level, after proper dewatering has been performed, it shall be removed, to such a depth that, by replacing the unsuitable material with tamped crushed stone or gravel, a firm and stable foundation can be secured.
- G. **Disposal of Excavated Materials:** Excavated material shall be piled adjacent to the work to be used for backfilling as required. Where required, desirable topsoil shall be piled separately in a careful manner and replaced in its original position.
1. Excavated material which is unsuitable for backfilling, and excess material, shall be disposed of in a manner approved by the Owner.
- H. **Subgrade in Rock:** If the bottom of the excavation for the pipeline is found to be in rock or other hard material that cannot be excavated to a true subgrade and shaped to provide uniform bearing for the pipe barrel, the rock or other material shall be removed to a depth not less than three (3") inches below subgrade and the bottom of the trench brought to true subgrade elevation by filling with gravel or suitable rock cuttings and shavings from the excavation and compacting by means of tamping until a firm and uniformly unyielding foundation is obtained.
- I. **Damage to Existing Utilities:** Where existing utilities are damaged, they shall be replaced immediately with material equal to or better than the existing material. Such work shall be at the entire expense of the Contractor. The Contractor shall immediately notify the Owner of the damaged utility facility.

3.2 BACKFILLING:

- A. Backfilling shall include the refilling and consolidating of the fill in trenches and excavations up to the surrounding ground surface or road grade at crossings. Backfilling shall be done with good earth, sand, or gravel and shall be free from large rocks or hard lumpy material. No material of a perishable, spongy or otherwise unsuitable nature shall be used in backfilling.
- B. After the pipe and embedment have been placed, the method of backfilling pipe trenches shall be as follows: Select material shall first be carefully placed on both sides of the pipe simultaneously in layers of not more than four (4") inches in loose thickness, and these layers shall be firmly compacted by hand or mechanical tamping. The layers of backfill shall be sprinkled lightly with water if additional moisture is required for proper compaction. This process of filling and tamping in layers shall be continued until the backfill is brought up to the level of the pipe spring line. A sufficient amount of selected material shall then be carefully placed over the top of the pipe so that, when consolidated, the level of the select material will be not less than twelve (12") inches above the top of the pipe. Before backfilling the remainder of the trench, the select material shall be consolidated by jetting and flooding or mechanical tamping, at the option of the Contractor, to such an extent as to secure uniform consolidation.
- C. Excavated material which is unsuitable for backfilling and excess material shall be disposed of in a manner approved by the Architect/Engineer.

END OF SECTION 02220

SECTION 02830

VINYL COATED CHAIN LINK FENCING

PART 1 - GENERAL

- 1.1 Drawings, Standard General Conditions of Contract, Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- 1.2 **WORK INCLUDED:**
- All labor and materials necessary to install all chain link fence and gates as shown on the plans and specified herein.
- 1.3 **SUBMITTALS:**
- A. Furnish shop drawings on all fencing and gates. Submit samples on each component part, including caps, latches, hinges and other required incidentals.
- B. Fabric Test: Submit a manufacturer's certified test results that PVC and zinc wire coatings conform to CLFMI standards.
- 1.4 **REFERENCE:**
- A. Chain Link Fence Manufacturer's Institute (CLFMI) Product Manual, latest edition.
- B. ASTM Standards
1. A-90 Test for Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles
 2. A-370 Mechanical testing of Steel Products
 3. A-569 Specification for Steel, Carbon Hot-Rolled Sheet and Strip, Commercial Quality
 4. B-6 Specification for Zinc Metal (Slab Zinc)
 5. B-117 Specification for Salt Spray Testing of Coatings
 6. D-1499 Recommended Practice for Operating Light-and-Water-Exposure Apparatus (Carbon-Arc type) for Exposure of Plastics
 7. D-1535 Specifying Color by the Munsell System
 8. D-1729 Visual Evaluation of Color Differences of Opaque Materials
 9. D-1735 Specification for Humidity Testing of Coatings
 10. E-8 Tension testing of Metallic Materials
 11. E-376 Measuring Coating Thickness by Magnetic-Field or Eddy-Current Test Methods
 12. F-552 Standard Definitions of Terms Relating to Chain Link Fencing
 13. F-668 Polyvinyl Chloride (PVC)-Coated Steel Chain Link Fence Fabric
 14. F-669 Standard Specification for Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fence

15. G-23 Recommended Practice for Operating Light-and-Water-Exposure Apparatus (Carbon-Arc type) for Exposure of Nonmetallic Materials

16. G-26 Recommended Practice for Operating Light-and-Water-Exposure Apparatus (Xenon-Arc type) for Exposure of Nonmetallic Materials.

C. Federal Standards

1. Fed. Std. No. 123 Marking for Domestic Shipments, Civilian

1.5 QUALITY CONTROL:

The fence installer shall have a minimum of five (5) years experience with vinyl coated chain link fencing as the primary business enterprise and revenue source. Fencing installer shall have completed no less than 20 installations within Dallas, Tarrant and contiguous counties. Fence installer shall have his primary place of business within 100 miles of the project site and shall provide documentation of such.

1.6 PRODUCT HANDLING:

Protect fence fabric and pipe from damage, including scratches, dents and other defects, during storage, handling and installation. Touch up minor scratches and defects in accordance with the manufacturer's instructions. Severely damaged fence materials, as determined solely by the Owner, will be removed and replaced.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All fencing shall be chain link of the overall heights shown on the drawings when erected.
- B. All Fence Products shall conform to the specifications of the CLFMI Product Manual, latest edition.

2.2 FABRIC

- A. CLFMI Class 2B, consisting of Polyvinyl Chloride (PVC) extruded fused coating over zinc coated steel wire. Galvanized steel core wire shall have been coated with zinc by either the hot-dip or electrolytic process. Selvage shall be knuckled on top and bottom edges.

2.3 FITTINGS

All fence post caps, fence fittings, and incidentals shall be galvanized, and PVC or polyester powder coated to match the fence fabric.

2.4 CONCRETE POST FOOTINGS AND EDGING

All concrete used shall be 3,000 psi at 28 days using 5 sacks of cement per cubic yard of mix with a maximum of 7 gallons of water per sack. Concrete work shall conform to Section 03310, Cast-In-Place Concrete.

2.5 TOLERANCE

Standard mil tolerance on all framework members and chain link fabric will apply.

PART 3 - EXECUTION

3.1 INSTALLATION

All fences shall be installed by skilled and experienced fence erectors and on lines and grades as shown on the drawings. All posts shall be set plumb, and as indicated on the drawings. Fence posts shall be set in their concrete footing and allowed to set prior to placement. Top rail shall run with finish grade with no discernable humps, valleys, or bends.

3.2 COORDINATION

The Contractor shall coordinate his work with the concrete subcontractor as to the location of all posts and the timing of post placement. All post footings shall be a minimum of 4" below the finished concrete surface or finish grade, as applicable.

3.3 WELDING

No welding of fence framework is required or permitted.

END OF SECTION 02830

SECTION 02930

TURFGRASS PLANTING

PART 1 - GENERAL

- 1.1 SCOPE: This work includes all labor, materials, and equipment for soil preparation, fertilization, planting, and other requirements regarding turfgrass planting areas shown on the plans.
- 1.2 RELATED WORK SPECIFIED ELSEWHERE:
 - A. Section 02200 - Earthwork
 - B. Section 328400 – Site Irrigation
- 1.3 CODES AND STANDARDS: None in this section.
- 1.4 SUBMITTALS:
 - A. Delivery Receipts and Invoices: All delivery receipts and copies of invoices for materials used for this work shall be subject to checking by the Owner or his representative and shall be subsequently delivered to the office of the Owner.
 - B. Samples and Producers' Specifications: Various samples, certificates, and specifications of seed, fertilizer, sand, compost, other soil amendments, and other materials shall be submitted for approval as required by subsequent sections of this specification.

PART 2 - PRODUCTS

- 2.1 SPORTS FIELD TURFGRASS:
 - A. Sod: Turfgrass sod shall be "Cynodon dactylon x C. transvaalensis germplasm" (Common Sports Field Bermudagrass). Sod shall consist of stolons, leaf blades, rhizomes, and roots with a healthy, virile system of dense, thickly matted roots throughout the soil of the sod for a thickness not less than three-quarters (3/4") inch. Sod shall be alive, healthy, vigorous, free of insects, disease, stones, and undesirable foreign materials and grasses. The grass shall have been mowed prior to sod cutting so that the height of the grass shall not exceed two (2") inches. Sod shall have been produced on growing beds of clay or clay-loam topsoil. Sod shall not be harvested or planted when its moisture condition is so excessively wet or dry that its survival will be affected. All sod is to be harvested, delivered, and planted within a thirty-six (36) hour period of time. Sod shall be protected from exposure to wind, sun, and freezing. If sod is stacked, it shall be kept moist and shall be stacked roots-to-roots and grass-to-grass.
 - 1. Dimensions: All sod shall have been machine cut to uniform soil thickness of one (1") inch plus or minus one-quarter (1/4") inch. All sod shall be of the same thickness. Rectangular sections of sod may vary in length, but all shall be of equal width and of a size that permits the sod to be lifted, handled, and rolled without breaking. Broken pads and torn, uneven ends will be unacceptable.
 - 2. Types of qualified sports rated turfgrass:
 - a. TifTuf 419: Tifway 419 Bermudagrass Turf Grass
 - b. Bermuda 419
 - c. Latitude 36 Bermuda
 - d. Or approved equal

2.2 FERTILIZER:

- A. General: Fertilizer shall be a commercial product, uniform in composition, free flowing, and suitable for application with approved equipment, Fertilizer shall be delivered to the site in fully labeled original containers. Fertilizer which has been exposed to high humidity and moisture has become caked or otherwise damaged making it unsuitable for use will not be acceptable.
- B. Initial Planting Application: Fertilizer for the initial planting application shall be of an organic base containing by weight the following (or other approved) percentages of nutrients: 15-15-15 (N-P-K), also containing 10-15% sulphate and traces of iron and zinc as required and approved by the Owner.
 - 1. Specification Submittal: Submit a sample label or specification of the fertilizer proposed to be used for the Owner's approval.
- C. Post Planting Application: Fertilizer for the post planting application will be a chemical base fertilizer containing by weight the following percentages of nutrients: 21-0-0 (N-P-K) ammonium sulphate or the nitrogen equivalent of 33-0-0 ammonium nitrate.
 - 1. Specification Submittal: Submit a sample label or specification of the fertilizer proposed to be used for the Owner's approval.

2.3 HYDRO-MULCH MATERIALS: (Not required.)**2.4 SOIL AMENDMENTS: (Not required.)****PART 3 - EXECUTION****3.1 GENERAL: All turfing operations are to be executed across the slope, parallel to finished grade contours.****3.2 SOIL PREPARATION:**

- A. Contractor shall kill all vegetation prior to soil preparation.
- B. Tillage: Tillage shall be accomplished to loosen the soil, destroy existing vegetation, and prepare an acceptable seed/sprig/sod bed. All areas shall be tilled with a heavy-duty disc or a chisel-type breaking plow, chisels set not more than ten (10") inches apart. Initial tillage shall be done in a crossing pattern for double coverage, followed by a disc harrow. Depth of tillage shall be five (5") inches. A heavy-duty rototiller may be used for areas to be planted with sod.
- C. Cleaning: Soil shall be further prepared by the removal of debris, building materials, rubbish, weeds, and stones larger than two (2") inches in diameter.
- D. Fine Grading: After tillage and cleaning, all areas to be planted shall be leveled, fine graded, and drag with a weighted spike harrow or float drag. The required result shall be the elimination of ruts, depressions, humps, and objectionable soil clods. This shall be the final soil preparation step to be completed before the commencement of fertilizing and planting.
- E. Rock Removal: During the soil preparation process, a "Rock Pick" or other approved piece of machinery shall be used to gather surface stones as small as three-quarter (3/4") inch in diameter. The Contractor shall be responsible for the disposal of collected materials as waste per "Clean Up" Paragraph 3.9.

3.3 FERTILIZING:

- A. Initial Planting Application: The specified fertilizer shall applied at the rate of (18) pounds per one thousand (1,000) square feet (800 pounds per acre).

1. Timing: The initial planting application of fertilizer for seeded/sprigged areas shall be applied after the soil preparation, but not more than two (2) days prior to turfgrass planting. (Fertilizer shall be applied over sodded areas after planting, but not more than two (2) days later.)
 - B. Post Planting Application: Thirty (30) days after planting, turfgrass areas shall receive an application of 21-0-0 or 33-0-0 fertilizer at the rate of nine (9) pounds per one thousand (1,000) square feet (400 pounds per acre).
 1. Timing: The Owner or his representative will determine if it is too late in the growing season for the post planting application. In the event that it is, the application shall be made in the spring of the next year, or the cost of the application may become a credit due to the Owner.
 2. Post Planting Maintenance: See Paragraph 3.6. Areas without a uniform stand (complete coverage) that must be maintained later than thirty (30) days after the initial planting shall receive subsequent applications of fertilizer, as described above, every thirty (30) days until a uniform stand is achieved.
- 3.4 PLANTING:
- A. Seeding: Following soil preparation and initial fertilizing, apply Bermudagrass seed at the rate of two (2)/three (3) pounds per one thousand (1,000) square feet (90/130 pounds per acre)/ryegrass seed at the rate of eight (8) pounds per one thousand (1,000) square feet (350 pounds per acre). Seed shall be uniformly placed with a Brillion seeder-cultipacker, or the seed shall be broadcast uniformly, followed by rolling with a weighted lawn roller.
 1. Timing: Bermudagrass shall not be seeded in planting periods other than the following unless special permission is granted by the Owner: April 15 to June 15, and August 15 to September 15.
 - B. Solid Sodding: Prior to laying the sod, the planting bed shall be raked smooth to true grade and moistened to a depth of four (4") inches, but not to the extent causing puddling. The sod shall be laid smoothly, tightly butted edge to edge, and with staggered joints. The sod shall be pressed firmly into contact with the sod bed by rolling or by hand tamping with an approved tamper so as to eliminate all air pockets, provide a true and even surface, and insure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Following compaction, fine screened soil of good quality shall be used to fill all cracks between sods. Excess soil shall be worked into the grass with suitable equipment and shall be well watered. The quantity of fill soil shall be such that it will cause no smothering of the grass.
- 3.5 PROTECTION: No heavy equipment shall be moved over the planted lawn area unless the soil is again prepared, graded, leveled, and replanted. It will be the responsibility of this Contractor to protect all paving surfaces, curbs, utilities, plant materials, and any other existing improvements from damage. Any damages shall be repaired or replaced at no cost to the Owner. This Contractor will also locate and stake all irrigation heads, valve risers, etc., prior to beginning any soil preparation work.
- 3.6 ESTABLISHMENT AND ACCEPTANCE: Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the turfgrass, it shall be the sole responsibility of the Contractor to establish a uniform stand of turfgrass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the Owner may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of turfgrass.

- 3.7 POST-PLANTING MAINTENANCE: Maintenance shall begin immediately after each portion of grass area is planted. All planted areas will be protected and maintained by watering, weed control, and replanting as necessary for at least thirty (30) days after, initial planting and for as much longer as necessary to establish a UNIFORM STAND WITH COMPLETE COVERAGE OF THE SPECIFIED GRASS. It is anticipated that a minimum of one (1) mowing will occur before the grass areas are accepted by the Owner. Only those areas which are not completely covered with the specified grass at the end of thirty (30) days will continue to be replanted and maintained by the Contractor until complete coverage and acceptance are achieved. The automatic irrigation system will be available for the Contractor's use. Any other water equipment deemed necessary by the Contractor will be provided by the Contractor.
- A. Watering: Use the automatic irrigation system to apply at least one-half (1/2") inch of water over the entire planted area every three days. Contractor shall water thoroughly and infrequently once grass is established to encourage deep root growth.
 - B. Mowing: Once grass is established the planted area shall be mowed at least once a week during the growing season. Grass shall be mowed to a height of one (1") inch. Mowing during dormant season will be done as necessary.
 - C. Weed Control: No sooner than 45 days after grass has germinated any weed growth shall be arrested by applying MSMA broadcasted over the entire planted area. Additional applications of MSMA will be required to eliminate weed growth that continues to grow after the initial application. MSMA will only be used during the growing season. All weed growth during the dormant season will be controlled with spot applications of "Round-Up." "Round- Up" will not be used until the grass is totally dormant.
- 3.8 GRADING: All grading and placing of topsoil on any given area will be done by others prior to the beginning of this Contractor's work in that area. It will be this Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting turfgrass. Finish condition of turf grass will be such that sod sits flush with paving (topsoil 1" below paving) and such that drainage grades and swales function and to not trap draining on the paving.
- 3.9 EROSION CONTROL: Throughout the project and the maintenance period for turfgrass, it is the Contractor's responsibility to maintain the topsoil in place at specified grades. Topsoil and turfgrass losses due to erosion will be replaced by the Contractor until establishment and acceptance is achieved.
- 3.10 CLEAN UP: This Contractor shall remove any excess material or debris brought onto the site or unearthed as a result of his turfgrass operations.
- 3.11 GUARANTEE: This Contractor shall guarantee all materials used for this work to be the type, quality, and quantity specified.

END OF SECTION 02930

DIVISION 32 – IRRIGATION

SECTION 328400

SITE IRRIGATION SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Underground, automatically controlled lawn and shrub bed irrigation system including electrical connections, water main connections, and accessories.

1.2 REFERENCES

A. ASTM International (ASTM)

1. ASTM D2239 - Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
2. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR-Series).
3. ASTM D2564 - Solvent Cement for poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
4. ASTM D2609 - Plastic Insert Fittings for Polyethylene (PE) Plastic Pipe.
5. ASTM D2855 - Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.

B. National Fire Protection Agency (NFPA)

1. NFPA 70 - National Electrical Code (NEC).

C. American Society of Safety Engineers

1. ASSE 1013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers and Reduced Pressure Fire Protection Principle Backflow Preventers.
2. ASSE 1015 - Performance Requirements for Double Check Backflow Prevention Assemblies and Double Check Fire Protection Backflow Prevention Assemblies.

1.3 SUBMITTALS

- A. Submittal process: Submit required submittals within 30 days after contract award. Submittals shall be available at all times to the Construction Manager.

B. Quality Assurance Submittals:

1. Irrigation Contractor Qualifications: Provide minimum of 3 references and list of similar projects with owner's names, addresses, and telephone numbers.

C. Test Reports

D. Closeout Submittals:

1. As-Built Drawings: Furnish two sets, noting exact locations of elements and changes to Construction Drawings.
2. Operation Manual: Furnish two copies, bound in 1 inch diameter three ring binders, indexed and tabbed for easy reference, and labeled on spine and cover. Manual shall include following:
 - a. Approved submittals as specified herein.
 - b. Installation instructions including mounting details for control valves.
 - c. Operating Instructions:
 - 1) Winterization procedures.
 - 2) Recommended operation sequence, frequency, and length of operation cycle, as per relationship to estimated absorption rate, evaporation rate, and anticipated flow.
 - d. Maintenance Instructions:
 - 1) Manufacturers' product data, installation, and maintenance instructions.

- 2) Copies of completed warranty information. Contractor to complete and mail necessary warranty registration information to manufacturer keeping copies for Owner.
3. Controller Chart: Prepare color coded chart reduced in size, mounted on the inside of the controller cabinet, containing same plan information as as-built drawings, and laminated in plastic on both sides, with following specific information:
 - a. Note routing of main line, control wires, and controller location.
 - b. Identify valves as to size, station number shown on controller, and type of irrigation head (e.g. micro spray head, rotary head) for each valve.
 - c. Delineate each station's limits of coverage by color-coding, with each station having different color showing its zone with zone number designation.
 - d. Size, type, and location of water source.
4. Meetings and Inspections Log.
5. Certification of Conformance: Provide certificate of satisfactory performance of irrigation system installation signed by the Contractor and Landscape Architect or irrigation designer for attachment to CEC Conformance Letter included at the end of Section 01456.

1.4 QUALITY ASSURANCE

- A. Contractor Qualifications: Minimum of 3 consecutive years' experience in area of project and having installed other jobs of similar size and scope including drip irrigation.
- B. Pre-Work Meeting and Conference Call: Convene a pre-work meeting and conference call at the Project site prior to commencing subgrade preparation for site paving to review conditions of operations, procedures and coordination with related work. Require attendance of parties directly affecting work of this Section including but not limited to Contractor, irrigation contractor, site work contractor, Landscape Architect, or irrigation designer.
 1. Discuss conditions of Project site.
 2. Review approach and schedule for, but not limited to, the following items:
 - a. Water source.
 - b. Mainline routing and installation.
 - c. Zone installation and site preparation.
 - d. Material availability.
 - e. Controller location and electric connection.
 - f. Sleeve installation, installation of curb and paving markings for sleeve locations and coordination with site work contractor.
 - g. Status of irrigation schedule
 - h. Potential conflicts between irrigation and other site utilities
 - i. Required Inspections.
- C. Meeting and Inspection Log: Maintain log of required meetings and inspections. Record the date; time; weather conditions; and a brief summary of the discussions, decisions, and agreements reached. Landscape Architect or Irrigation Designer will review and sign log at the conclusion of the meeting. Furnish copy of log to each party attending.

1.5 MEETING AND EVENT NOTIFICATIONS

- A. Provide the following notifications to the City within the time period listed below. CEC will notify City, landscape architect or irrigation designer, and other necessary sub consultants:
 1. Pre-Work Conference Call: Minimum 14 calendar days prior to meeting date.
 2. Static Pressure Test: 14 calendar days prior to inspection date.
 3. Mainline Inspection and Hydrostatic Test: 7 calendar days prior to beginning irrigation work.
 4. Substantial Completion Inspection: 7 calendar days prior to irrigation substantial completion.
 5. Final Inspection: 7 calendar days prior to irrigation final inspection date.
 6. Warranty Inspection: 14 calendar days prior to inspection date.
- B. Provide notifications by email or other written means to show proof of delivery.

1.6 PROJECT CONDITIONS

- A. Visit site and become familiar with nature and location of work, existing conditions, and conditions that will exist during installation.

1.7 WARRANTY

- A. Guarantee Site Irrigation System for a period of 12 months following the Substantial Completion Date in accordance with the Extended Maintenance/Warranty Chart as follows:
 - 1. Defects in material, equipment, and workmanship.
 - 2. Repair of damage to premises resulting from leaks or other defects in material, equipment, and workmanship to satisfaction of Owner.

1.8 EXTENDED MAINTENANCE SERVICE

- A. Extended Maintenance for Site Irrigation System is specified in Section 329350 Site Maintenance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable manufacturers shall include:
 - 1. Rain Bird Corporation Commercial Turf Division, (800) 724-6247
 - 2. Hunter Industries, Inc., (800) 733-2823
 - 3. The Toro Company - Irrigation Division, (888) 384-9939.
 - 4. Netafim USA, (888) 638-2346.
 - 5. Ametek - Armor, (800) 348-7558.
 - 6. Data Industrial, (800) 338-0312.
 - 7. Creative Sensor Technology, (508) 763-8100.
 - 8. Superior Controls Company, Inc, (661)-257-3533.

2.2 PIPE

- A. Polyvinyl Chloride (PVC): Pipe over 1 inch diameter shall conform to ASTM D224, SDR 21, and Class 200.
- B. Polyvinyl Chloride (PVC): Pipe 1 inch diameter and under shall conform to ASTM D2241, SDR 13.5, and Class 315.
- C. Flexible Polyethylene (PE): Pipe shall conform to ASTM D2239, SDR 11.5, PE23, rated at 100 PSI, National Sanitation Foundation (NSF) approved. Subject to approval of Owner, PE shall be used for laterals in areas where ground is subject to freezing for extended periods of time each year.
- D. Joints:
 - 1. Pipe sizes 2 1/2 inch or smaller shall have bell and socket joints.
 - 2. Pipe sizes larger than 2 1/2 inch shall have snap connections with rubber gasket joints. Thrust blocking shall be required in accordance with Section 02510.
- E. Pipe used for reclaimed water shall be appropriate color (purple) and marked as designated for such use.
- F. Fittings:
 - 1. Polyvinyl Chloride (PVC) Fittings: Fittings shall conform to ASTM D2241, Schedule 40, and Molded.
 - 2. Flexible Polyethylene (PE) Lateral Line Fittings: Fittings shall conform to ASTM D2609, Type 1 PVC insert fittings designed for used with this type of pipe. Pipe and fittings shall be joined with stainless steel pinch clamps or worm gear clamps, including stainless steel screw.

- G. Risers above finished grade shall be black in color or receive 2 coats of black exterior semi-gloss enamel paint if a color other than black.

2.3 ACCESSORIES

- A. Sleeves: Sleeves for pipes passing beneath paving shall conform to ASTM D2241, Schedule 40. Minimum diameter of 2 inch or 2 sizes larger than pipe scheduled to pass through them.
- B. PVC Solvent Cement: Cement shall conform to ASTM D2564.
- C. Swing Joint Connections: Connections between heads and laterals shall be thick wall, flexible, polyethylene pipe, with fittings that have male barbs on one end and either male or female screw ends opposite. Glue fittings and female barb adapters are not allowed.

2.4 RECLAIMED WATER PRODUCTS AND MATERIALS

- A. Irrigation products used with reclaimed water shall be the appropriate color (purple) and marked as designated for such use.

2.5 CUTOFF OR ISOLATION VALVES

- A. 3 inches or Smaller: Provide full port brass ball valves with 600 WOG rating as manufactured by Red-White Valve Corporation, Carson, CA or approved equal.
- B. Larger than 3 inches: Provide cast iron and bronze mechanical joint valves, fusion bonded epoxy coated exterior and interior, Resilient Wedge Valve as manufactured by Clow Valve Co., Oskaloosa, IA.
- C. Provide a valve key and cast iron cylindrical valve box with top with each valve.

2.6 QUICK COUPLER VALVES

- A. Provide one of following if shown on the plans:
 - 1. Rain Bird model 44NP Valve with model 44K Key.
 - 2. Hunter model HQ-44LRC with model HK-44 Key.
 - 3. Toro model 100-SLVLC 470 Series Valve and 100-SLK Coupler Key.
- B. Provide each valve with key having 3/4 inch male top pipe threads for hose connection.

2.7 ELECTRIC CONTROL VALVES

- A. Provide one of the following:
 - 1. Rain Bird PEB Series electric remote control valves and XEZ Drip Control Zone Kit.
 - 2. Hunter ICV Series electric remote control valves and ICZ Drip Zone Control Kit.
 - 3. Netafim Control Valve Kit.
 - 4. Toro P220 Series plastic valves and DZK Drip Zone Valve Kit.
- B. Provide 3M DBY watertight connectors.

2.8 SPRINKLER HEADS

- A. Full or Part Circle Pop-Up Fixed Spray Sprinkler:
 - 1. Acceptable Products:
 - a. Rain Bird 1800 Series Sprinklers with Rotary Nozzles including PRS and SAM features.
 - b. Hunter PRS40 with MP Rotators and check valve (CV) feature.
 - c. Toro 570Z PRX Series with MPR Precision Series Spray Nozzles.

- B. Full or Part Circle Pop-up Gear Driven Rotor Sprinkler:
 - 1. Acceptable Products:
 - a. Rain Bird Rotor, 5000 Series plus MPR rotor nozzle with Seal-A-Matic (SAM) check valve.
 - b. Toro Super T5P-COM, with check valve or Toro TR-XTP Series with factory installed check valve, trajectory adjustment, and X Flow Device.
 - c. Hunter PGP and PGJ series pop-up rotors, with check valve.
- C. Pressure Compensating Micro-Spray Nozzles:
 - 1. Acceptable Products:
 - a. Rain Bird Micro Spray.
 - b. Hunter Micro Spray.
 - c. Toro Stream Spray and Stream Bubbler Nozzles with PC.

2.9 LOW VOLUME AND DRIPLINE IRRIGATION

- A. Rain Bird XFS (subsurface installation) drip tubing and components with 0.6 GPH emitter.
- B. Hunter Professional Landscape Dripline with 0.4, 0.6, or 1.0 GPH built-in emitters.
- C. Netafim Techline with 0.4, 0.6, or 0.9 GPH dripper.
- D. Toro Drip-In PC drip tubing with 0.5 or 1.0 GPH emitter. Use only in groundcover and shrub beds with mulch.

2.10 VALVE BOX

- A. Valve boxes shall be manufactured by Ametek, Plymouth Products Division, Sheboygan WI., RainBird Corporation or equal by acceptable manufacturer. No irrigation valve box shall be placed in pavement areas unless otherwise shown on the Drawings.
 - 1. When used with single valve, provide Economy Turf Box or Rain Bird model VB-RND with green colored snap fit cover labeled "Valve Box".
 - 2. When used with 2 or more valves, provide Jumbo Box or Rain Bird model VB-STD with 20 inch x 14 inch cover opening with cover labeled "Control Valve".

2.11 MANUAL DRAIN VALVES

- A. Manual drain valves shall be provided by acceptable manufacturers specified above.

2.12 CONTROL WIRE

- A. Number 14-size minimum copper wire, U. L. approved for underground direct burial.
 - 1. Colored wire shall have same color-coding as shown on controller.
 - 2. Provide single wire from controller to each valve.
 - 3. Provide common neutral from controller to each valve.
 - 4. Provide a minimum of two extra sets of wire, 2 control and 1 neutral, to each end of the main for future use.
 - a. Loop Systems: Provide two spare control wires in each direction to halfway point of loop.

2.13 BACKFLOW PREVENTOR

- A. Comply with requirements and codes of local governing authority regarding backflow prevention.
- B. Provide the necessary materials, insulation/draining capabilities, and insulated fiberglass enclosure, dark green in color.
- C. Backflow preventers shall be type suitable for use in high hazard cross connection to potable water system as manufactured by one of the following manufacturer's: Watts Regulator Company, Febco, or Wilkins.
 - 1. Reduced pressure backflow preventers shall be ASSE # 1013 and labeled accordingly.

2. Double check valve assembly backflow preventers shall be ASSE # 1015 and labeled accordingly.
3. In absence of local codes or requirements, provide double check assembly backflow preventer installed in strict accordance with manufacturer's written instructions.

2.14 METER

- A. Meter and meter box shall conform to requirements of local utility company.

2.15 RAINFALL / FREEZE SENSOR

- A. Rainfall / Freeze Sensor:
 1. Rainbird Wireless Rain/Freeze Sensor
 1. Hunter Wireless Rain/ Freeze Sensor
 2. Irritrol Wireless Rain/Freeze Sensor, Model RFS 1000.

2.16 FLOW SENSOR

- A. Rain Bird Flow Sensor
- B. Hunter Flow Sensor
- C. Data Industrial – Series 735PV or 228PV.
- D. Creative Sensor Technology – Series FSI.

2.17 MASTER VALVE

- A. Rainbird Master Control Valve
- B. Hunter Master Control Valve
- C. Toro Master Control Valve

2.18 AUTOMATIC CONTROLLER

- A. Controller shall have an integral weatherproof, lockable stainless steel or metal pedestal cabinet with internal transformer.
 1. Rainbird Controller
 2. Hunter Controller
 3. Toro Controller

PART 3 - EXECUTION

3.1 PREPARATION

- A. Pressure/Flow Test: Perform calculations according to the Irrigation Association's 3-Step Method. Provide written calculations to the Owner's CEC including the following site information:
 1. Static or residual pressure at the POC.
 2. Calculation of pressure for "worst case" sprinkler head.
 3. Calculation of GPM per zone.
- B. Prior to installation, receive approval from General Contractor to proceed with construction.
- C. Contractor shall field verify all aboveground and underground utilities prior to start of work.

3.2 EXCAVATION

A. Trenching and Backfilling:

1. Trenches shall be made wide enough to allow a minimum of 6" between parallel pipe lines. Trenches for pipe lines shall be made of sufficient depths to provide the minimum coverage from finish grade as follows:
 - a. 24" minimum below bottom pavement
 - b. Minimum cover over irrigation lines to heads/dripline except vehicle traffic areas are as follows:
 - 1) 12" cover over laterals
 - 2) 18" cover over mainline
2. Minimum trench width shall be 3 1/2 inches.
3. Maintain all warning signs, showing, barricades, flares and red lanterns as required by the safety orders of the division of industrial safety and local ordinances.
4. Over excavate trenches deeper than required in soils containing rock or other hard material that might damage pipe and backfill to proper depth with selected fine earth or sand.
5. Backfill and hand tamp over excavation prior to installing piping.
6. Keep trenches free of obstructions and debris that would damage pipe.
7. Irrigation piping shall not be installed in same trench as heating duct, electric ducts, storm and sanitary sewer lines, water and gas mains.

B. Do not cut sidewalks, paved areas, or curb and gutter when trenching for piping unless otherwise noted on the Drawings.

1. Provide sleeves as specified in Part 2 above under paving prior to installation of paving.
2. Auger, bore, or tunnel under existing paving without disturbing pavement. Damaged pavement shall be removed and replaced.

3.3 WATER METER

- A. Provide water meter box for irrigation system if required or shown on the Drawings.

3.4 PIPING INSTALLATION

A. Minimum cover from top of piping to finished grade shall be provided as follows:

1. Lawn and planting areas:
 - a. Mains and Control Valves: 18 inches.
 - b. Laterals: 12 inches.
2. Drives or parking areas: 24 inches.

B. Clearances: Maintain 3 inch minimum horizontal clearance between parallel lines in same trench or vertical clearance between lines crossing at angles.

C. Special Requirements - PVC and PE pipe:

1. Snake pipe in trench at least 1 foot per 100 feet of pipe to allow for thermal expansion.
2. Pipe laterals shall be laid to drain to low point drains located at lowest elevations of each zone.

D. Rest full length of pipe section on bed of trench, excavating recesses to accommodate joints. Do not lay pipe on unstable material or blocking, or when in opinion of Owner conditions are unsuitable.

E. Threaded Plastic Pipe Jointing:

1. Do not use solvent cement on threaded joints.
2. Wrap joints with Teflon tape or use virgin Teflon lubricant.

F. Bell and Socket Plastic Pipe Jointing: Cement joints in accordance with ASTM D2855.

3.5 QUICK COUPLER AND AUTOMATIC LOW POINT DRAIN VALVES

- A. Provide quick coupler valves as shown on the drawings to accommodate winterization.

- B. Provide automatic low point drain valves on all zones. Provide two valves at lowest point of each zone with each drain installed above a 12 inch by 12 inch by 12 inch deep area of coarse washed gravel.

3.6 SLEEVING

- A. Provide sleeves for both piping and control wiring where either passes under paved surfaces.
 - 1. Depths of sleeves shall be same as that required for piping at each location or condition.
 - 2. Extend sleeves 12 inches beyond paving at each end.
 - 3. Install permanent benchmark at top of curbs for reference to sleeve locations.

3.7 VALVES

- A. Do not locate beneath paved surfaces.
- B. Install plumb to within 1/16 inch.
- C. Locate within valve box with 6 inch deep layer of coarse gravel beneath bottom of valve.
- D. Top of quick coupler valves shall be 6 inches to top of valve box. Top of gravel layer shall be 3 inches below top of valve.
- E. Master Valve (if required on the Drawings):
 - 1. Locate immediately behind backflow preventer.
 - 2. Valve shall be energized by master valve circuit on automatic controller.

3.8 SPRINKLERS

- A. Install plumb to within 1/16 inch with top collar, not nozzle, flush with finish grade.
- B. Provide swing joint with each sprinkler except where entire head is raised above grade and/or where rigid riser piping is required.
- C. Heads adjacent to paving and curb: Locate between 6 and 12 inches from edge of paving or back of curb to prevent car overhang to conflict with a fully extended sprinkler.

3.9 ELECTRICAL CONNECTIONS AND CONTROL WIRE

- A. Conform to the National Electrical Code (NEC) and local electrical codes.
- B. Provide electrical connection to system as designated on the Drawings and as specified herein.
- C. Wire Placement:
 - 1. Do not run control and power supply wiring in same conduit.
 - 2. Provide continuous runs of wire between controller and valves. Splices shall be made with one of following:
 - a. Watertight below ground electrical junction boxes.
 - b. Water-tight connectors, such as utilized for valves, and located within valve box for ease of locating.
 - c. The location of electrical splices shall be shown on the As-Built drawings.
 - 3. Bury control wire beside pipe in same trench. Bundle and tape together at not more than 10 ft intervals.
- D. Expansion Loops: Construct by wrapping wire around 1/2 inch diameter pipe to create coil. A 3 foot section of wire shall be used to create 12 inch coil with 6 foot section being used to create 24 inch coil.
 - 1. Provide 12 inch coils at each wire splice, not including valves, and at each change of wire direction.
 - 2. Provide 24 inch coils at each control valve and where each valve enters conduit for automatic controller.

3.10 BACKFILLING

- A. Sand or fine-grained soils shall be used for initial backfill to sufficient depth to prevent damage to pipe from rocks or other debris during compaction of subsequent backfill.
- B. Fill trench to within 3 inches of finish grade with excavated soil and compact in accordance with Section 02300.
- C. Fill top 3 inches with existing topsoil in planting or turf areas and wheel roll until compaction of backfill is same as surrounding soil.
- D. Grade backfilled trench uniform with surrounding grades and in a manner approved by the owner.

3.11 BACKFLOW PREVENTOR

- A. Comply with local codes for installation of backflow preventer. In absence of local codes, install in accordance with manufacturer's written instructions.

3.12 RAINFALL / FREEZE SENSOR

- A. Location and installation shall be as shown on the Drawings and per manufacturer's written recommendations.

3.13 FLOW SENSOR

- A. Location and installation shall be as shown on the Drawings and per manufacturer's written recommendations.

3.14 MASTER VALVE

- A. Location and installation shall be as shown on the Drawings and per manufacturer's written recommendations.
 - 1. Master valve normal operating position shall be open and shall be electronically actuated.

3.15 AUTOMATIC CONTROLLER

- A. Location and installation shall be as shown on the Drawings and approved by Owner prior to installation.
- B. Install rigid conduits for both power supply and control wiring.
 - 1. Control wire conduit shall extend to 18 inches below grade.
 - 2. Pull spare wires for future valves and extend to area outside paved surfaces.
- C. Install electrical grounding for controller in accordance with manufacturer's written instructions.

3.16 FIELD QUALITY CONTROL

- A. Irrigation Inspections: Conduct the following inspections during the course of the work in the presence of the Landscape Architect or irrigation designer to verify conformance to specification requirements. Notify CEC for observation of inspection by the Landscape Architect or irrigation designer. Correct noted deficiencies during each inspection prior to proceeding with subsequent work. After each inspection complete Irrigation Inspection Checklist included at the end of this Section signed by all signifiers listed thereon.
 - 1. Mainline Inspection: Inspect the installed main line, electronic control valves, wiring prior to backfilling main line.
 - 2. Substantial Completion Inspection: Inspect all completed irrigation work. Landscape Architect or irrigation designer will develop a punch list of deficient or incomplete items and deliver to Contractor within 3 calendar days of inspection date.
 - 3. Final Inspection: Within 30 days of project substantial completion date and subsequent to correction of punch list deficiencies, convene a final inspection of all irrigation work.
 - 4. Warranty Inspections: Convene a warranty inspection 30 calendar days prior to expiration of warranty period specified in Part 3 of Section 02900.

- B. Inspection and Adjustments: Following installation and prior to Substantial Completion Inspection, make final adjustments to site irrigation including but not limited to the following:
1. Flush system completely, with nozzles and screens removed and drip lines ends open to extract debris.
 2. Verify sprinkler operation and alignment for direction of throw. Correct as necessary.
 3. Check pop-up rotor/rotator nozzling for proper arc of spray with no overthrow onto pavement. Adjust nozzles as necessary for proper throw and matched precipitation rate.
 4. Ensure uniform distribution exists.
 5. Ensure proper irrigation head operational after landscaping and/or sod installation.
- C. Main Line Inspection and Hydrostatic Tests:
1. Owner's Landscape Architect or Irrigation Designer will observe testing.
 2. Center load piping with small amount of backfill to prevent arching or slipping under pressure.
 3. Install risers and caps on mainline and sub-main lines. Apply continuous and static water pressure of 75 psi for a minimum of 3 hours when welded plastic joints have cured at least 3 hours.
 4. Allowable Leakage:
 - a. Utilize the following formula to calculate the allowable leakage for O-ring gasket pipe.

$$L = \frac{SD(P)^{0.5}}{133,200}$$
 In which: L=Allowable leakage in gallons per hour
 S=Length of pipe tested in feet
 D=Pipe diameter in inches
 P=Average test pressure in PSI gauge
 - b. No allowable leakage shall be acceptable with solvent based mainline system.
 5. Repair leaks and retest.

3.17 CLOSEOUT ACTIVITIES.

- A. Demonstration: Following final adjustment, operate entire irrigation installation to demonstrate complete and successful operation of equipment.

END OF SECTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-967122

Date Filed:
12/27/2022

Date Acknowledged:

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

GRod Construction, LLC
BOYD, TX United States

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

City of Burleson

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

ITB 2023-004
Bartlett Soccer Complex

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Jessica Rodriguez, and my date of birth is [REDACTED].

My address is 889 E. Rock Island Ave., Boyd, TX, 76023, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Wise County, State of Texas, on the 27th day of December, 20 22.
(month) (year)



Digitally signed by Jessica Rodriguez
DN: cn=Jessica Rodriguez, o=GRod
Construction, LLC, ou,
email=jrod@grodconstruction.com, c=US
Date: 2022.12.27 08:25:30 -06'00'

Signature of authorized agent of contracting business entity
(Declarant)

Choose an item.

DEPARTMENT: Police

FROM: Billy J. Cordell, Chief of Police

MEETING: January 18, 2023

SUBJECT:

Consider approval of a resolution supporting grant funding from the Office of the Governor for renewal of the full-time victim assistant coordinator. (*Staff Contact: Billy J. Cordell, Chief of Police*).

SUMMARY:

The Burleson Police Department requests Council's support to submit an application for the renewal of the full-time victim assistant coordinator grant in the amount of \$60,000 for the fiscal year of 2023-2024.

OPTIONS:

- 1) Approve or deny the resolution supporting grant funding from the Office of the Governor for renewal of the full-time victim assistant coordinator.

RECOMMENDATION:

Staff recommends approval of the agreement.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

List date and description of any prior action related to the subject

FISCAL IMPACT:

The grant request is for \$60,000.00 with no city match. The city will be reimbursed for the salary of the victim assistant coordinator up to \$60,000.00.

STAFF CONTACT:

Billy J. Cordell
Chief of Police
bcordell@burlesontx.com

817-426-9912



Victim Assistance Grant

Chief Billy J. Cordell

January 9, 2023

Grant Funding Resolution

Victim's Assistance Coordinator

- In FY2019/2020, BPD was awarded grant funding through the Office of the Governor, State of Texas to pay the salary for a Victim's Assistance Coordinator.
- The grant has been renewed each subsequent year.
- The governing body must pass a resolution supporting the application to renew the grant through the Council of Governments.
- The grant request for the FY2023/2024 grant cycle is \$60,000.00.

Resolution

- Options:

- Approve the resolution (staff's recommendation); or,
- Deny the resolution

Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY OF BURLESON, TEXAS SUPPORTING GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR, STATE OF TEXAS, TO CONTINUE THE GRANT FUNDING OF A FULL-TIME VICTIM ASSISTANT COORDINATOR; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council finds it is in the best interest of the citizens of Burleson that the victim assistant coordinator position be operated for 2023-2024; and

WHEREAS, the City Council agrees to provide the applicable matching funds for the said project for the General Victim Assistant grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of Governor funds, the City Council assures the Office of the Governor that the funds will be returned in full; and

WHEREAS, the City Council desires to designate the Chief of Police as the City's authorized official with the power to apply for, accept, reject, alter, or terminate the grant described herein on behalf of the City.

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

Section 1.

The City Council approves the submission of the grant application for the victim assistant coordinator to the Office of the Governor.

Section 2.

The City Council supports the approval of the victim assistant coordinator grant.

Section 3.

The City Council hereby designates the Chief of Police as the City's authorized official with the power to apply for, accept, reject, alter, or terminate the grant described herein on behalf of the City. The City Council hereby directs that the Chief of Police submit a copy of this resolution to the Office of the Governor.

Section 4.

It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 5.

If any section, subsection, sentence, phrase or word of this resolution be found to be illegal, invalid or unconstitutional, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this resolution or the application of any other section, sentence, phrase, word, paragraph, or provision of any other resolution of the City. The City Council declares that it would have adopted the valid portion and applications of this resolution without the invalid part, and to this end the provisions of this resolution are declared to be severable.

Section 6.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 7.

This resolution shall be effective upon its adoption.

DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2023.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Grant # 3 7 8 0 3 0 4

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director Development Services

MEETING: January 9, 2023

SUBJECT:

QuikTrip at 449 E Renfro (Case 22-105): Hold a public hearing and consider approval of an ordinance for a zoning change request from “PD”, Planned Development, to “GR” General Retail with a SUP, Specific Use Permit, allowing “Automobile fuel sales” in specific plan area 1, “Spinks” of the IH35 Overlay district. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On July 25, 2022, an application was submitted by Bryan Clark representing QuikTrip South LLC, on behalf of the owner (Stephen Eisner) for a zoning change request of approximately 1.5919 acres, for a QuikTrip convenience store and fueling station.

Development Overview:

The property is currently in the Village Creek North Planned Development (attached as Exhibit 3), which currently does not allow for automobile fuel sales. The applicant has requested to rezone the property to “GR”, General Retail with a SUP for automobile fuel sales as required by the IH35 overlay district for the proposed QuikTrip. The uses and site development will occur in accordance with City of Burleson Code of Ordinances, “GR”, General Retail district zoning, and IH35 design standards. The applicant has concurrently submitted a commercial site plan (Case 22-106) for review and consideration, as required when a SUP is requested with a zoning change.

Zoning and Land Use Table

	Zoning	Use
Subject Site	PD, Planned Development	Undeveloped
North	PD, Planned Development	Undeveloped
East	PD, Planned Development	Multifamily
South	PD, Planned Development	Undeveloped
West	C, Commercial	Restaurant with drive-thru

This site is designated in the Comprehensive Plan as Regional Office/Commercial.

This land use category is intended for uses with regional emphasis due to the area's high visibility. Uses such as large retail centers, hotels, restaurants, and corporate or professional offices are encouraged. Corresponding zoning districts include "GR", General Retail and "C", Commercial.

Staff supports a zoning change request to "GR", General Retail district based on the adjacent uses and conformance with the Comprehensive Plan.

Engineering:

Prior to development of the site, platting and engineering reviews will be required, in addition to TxDot review.

OPTIONS:

- 1) Approve an ordinance for a zoning change request and specific use permit for automobile fuel sales; or
- 2) Approve an ordinance for a zoning change request and specific use permit for automobile fuel sales with additional conditions; or
- 3) Deny the ordinance for a zoning change request;

RECOMMENDATION:

Approval of an ordinance for a zoning change request and specific use permit for automobile fuel sales (Case 22-105).

Pending the approval or disapproval of the commercial site plan and requested waivers (Case 22-106), staff will update the attached site plan exhibit within the Ordinance prior to the signing of the ordinance. The updated site plan exhibit will conform to all conditions and/or waivers as granted and approved by City Council for Case 22-106.

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
 Director of Development Services
tmcilwain@burlesontx.com
 817-426-9684

QuikTrip– 449 E Renfro

Location:

- 449 E Renfro
- 1.5919 acres

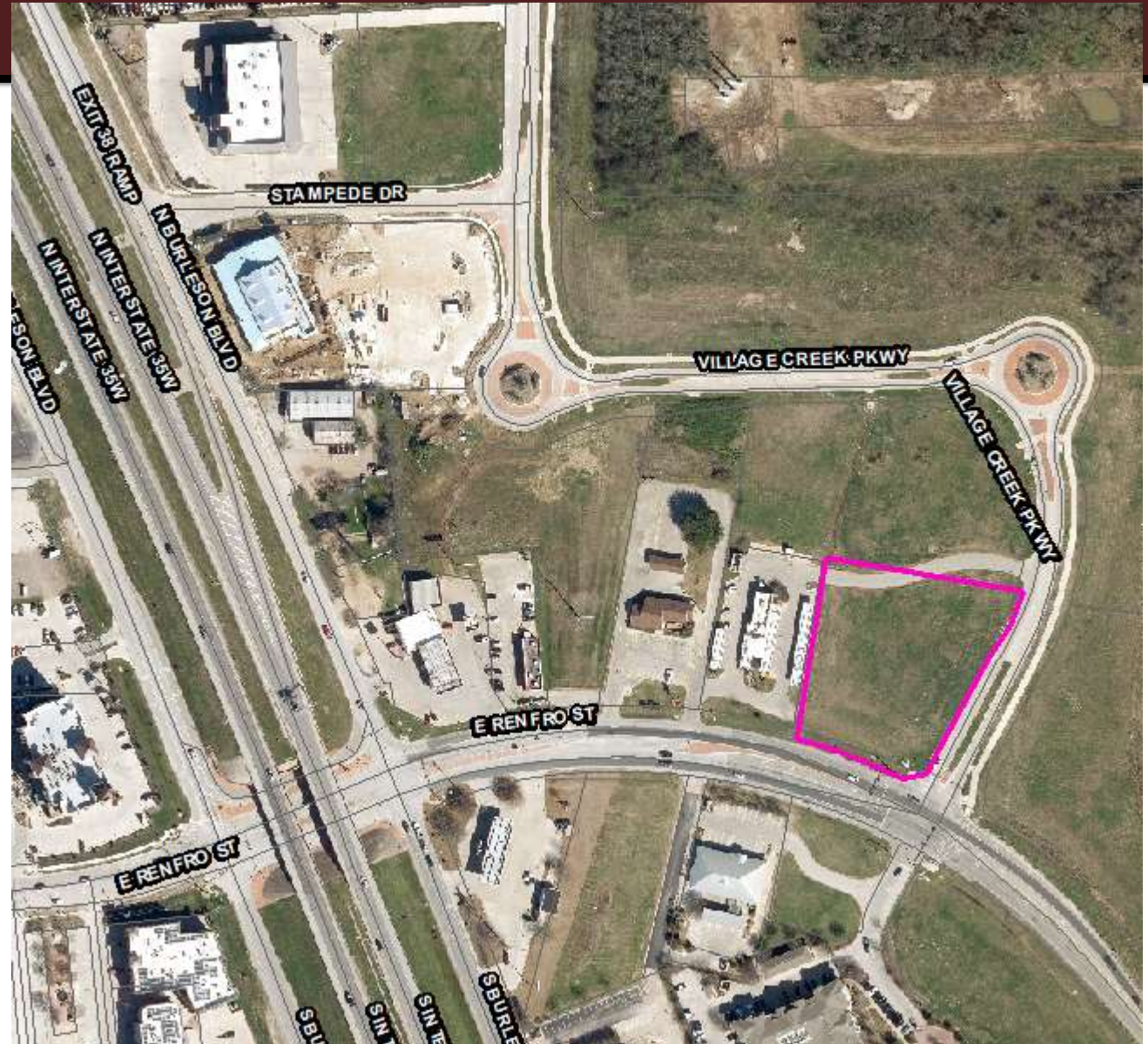
Applicant:

Bryan Clark

QuikTrip South LLC

Item for approval:

Zoning Change with a specific use permit for “automobile fuel sales”(Case22-105)

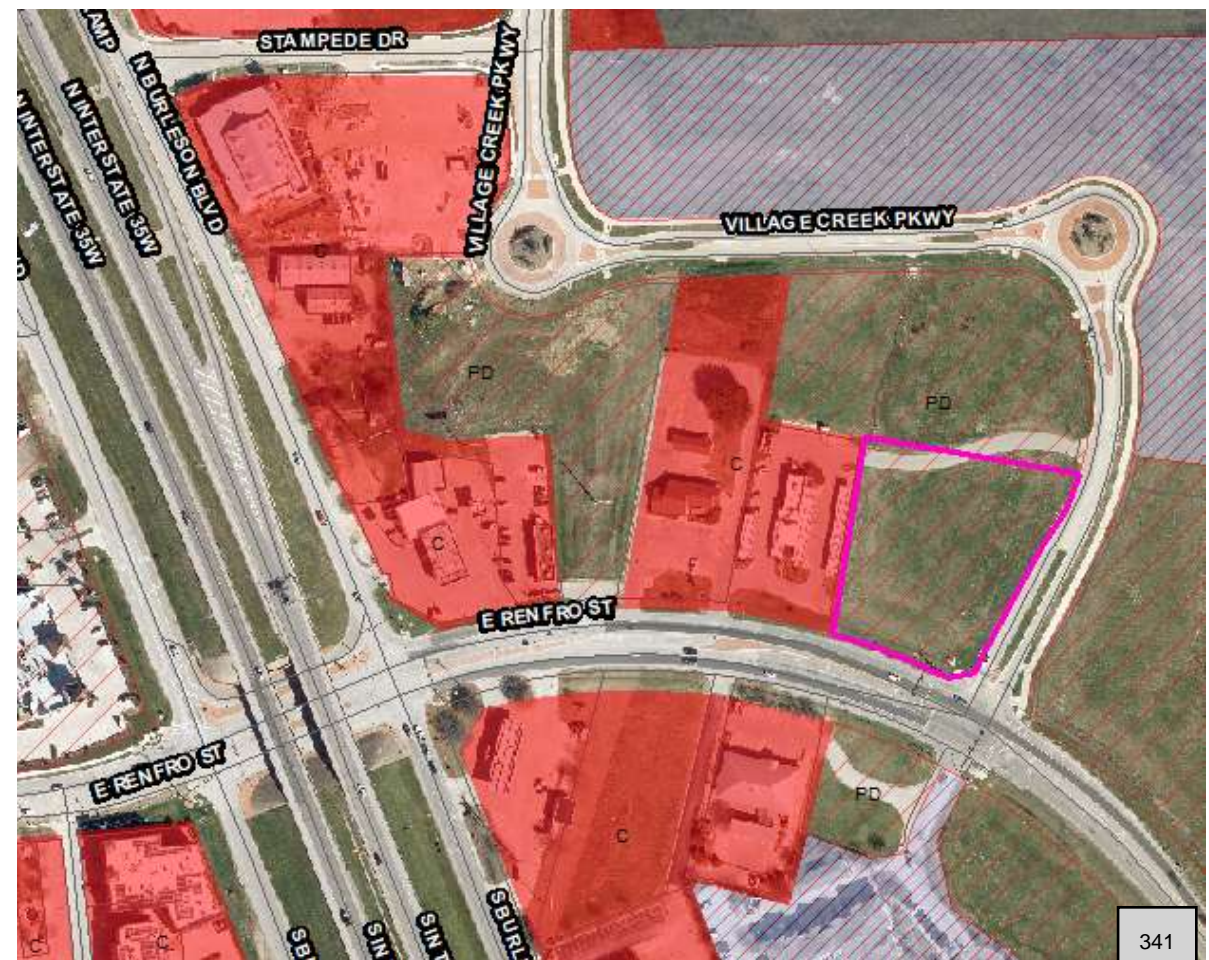
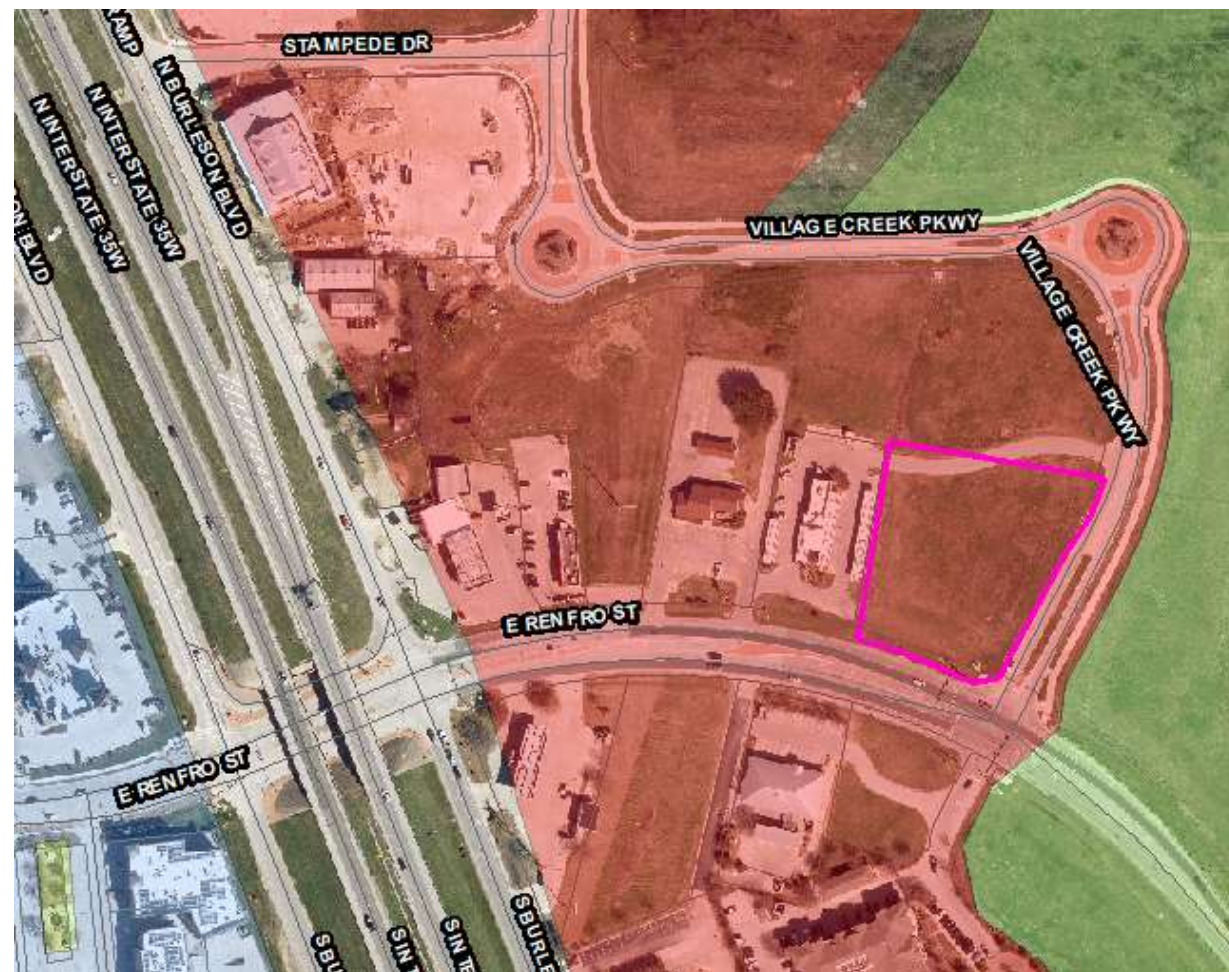


Comprehensive Plan

Regional Office/ Commercial

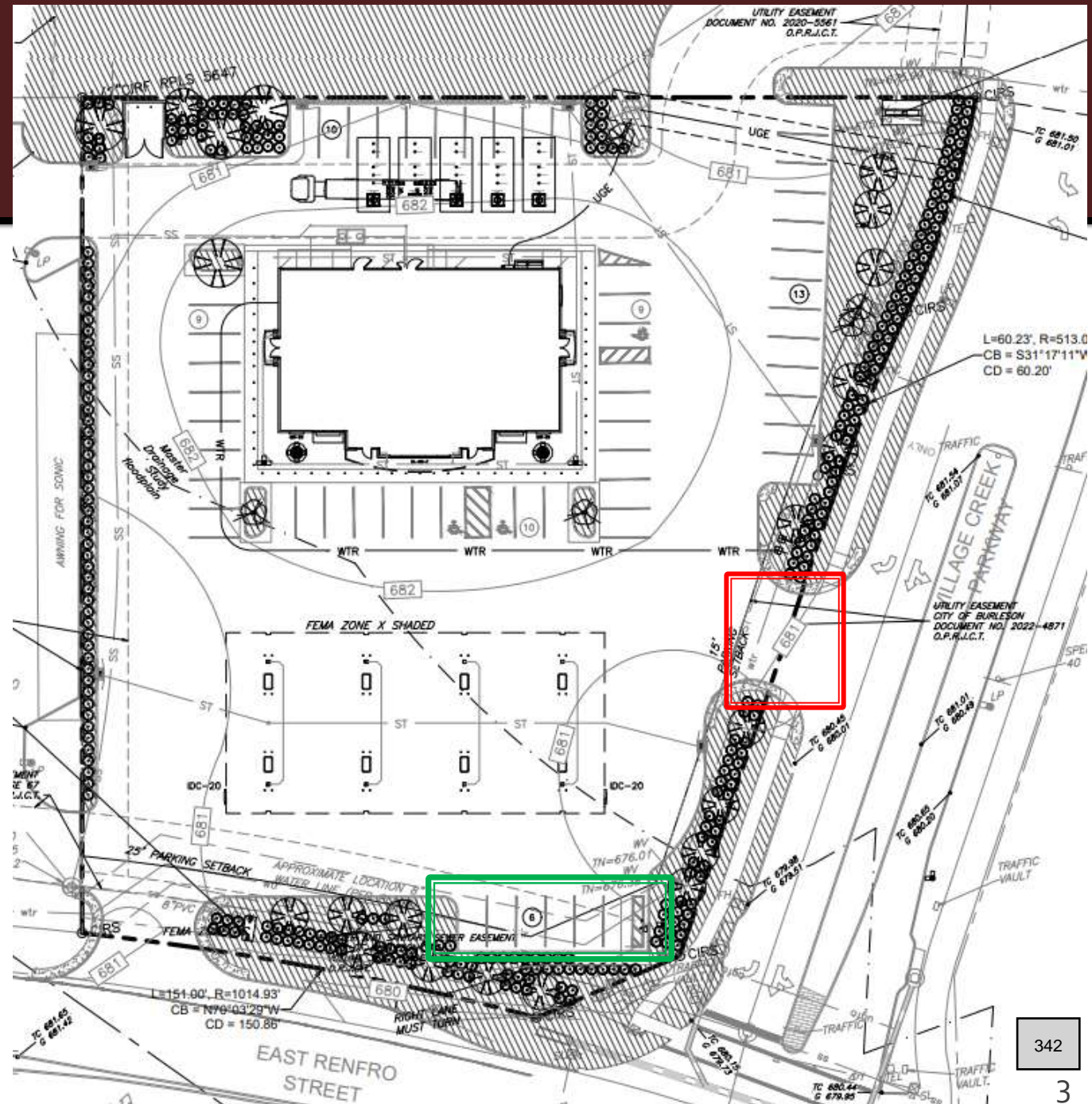
Zoning

PD – Planned Development
IH35 Overlay area 1



QuikTrip

- Applicant has concurrently requested waivers to the following items:
 - IH35 parking setback -staff supports based on minimum impact to forward portion of parking spaces [shown below in green]) and the provided landscaping.
 - Drive spacing [shown in red] -staff does not support based on proximity to E Renfro
- These waivers will be considered under the site plan (Case 22-106)
- If the waivers are not approved by City Council, the applicant will be required to submit a new site plan to staff showing those changes before they can proceed with permitting



QuikTrip– 449 E Renfro

Public Hearing Notice Public notices mailed to property owners within 300 feet of subject property.

Published in newspaper
Signs Posted on the property



Legend

-  300 ft. Buffer
-  Subject Property
-  Properties within 300 ft.
-  Burleson

QuikTrip– 449 E Renfro

P&Z Summary

Vote

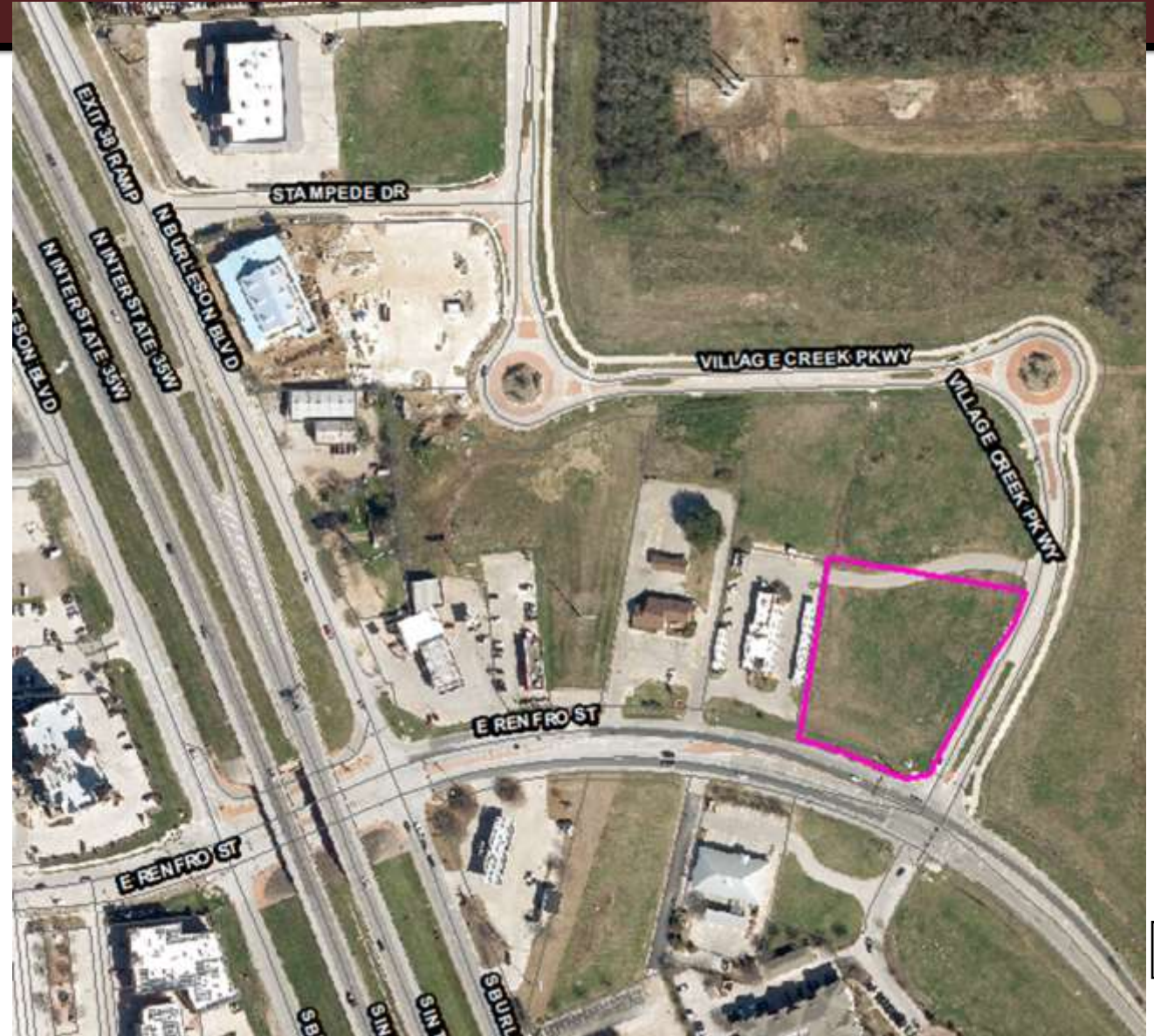
Recommended approval unanimously

Discussion

None

Speakers

Applicant was present (no questions)



QuikTrip– 449 E Renfro

Staff's Recommendation

- Approve an ordinance for the zoning change request with a specific use permit based on:
- Conformance with the Comprehensive Plan; and
- Compatibility with adjacent uses



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 24.616 ACRES OF LAND SITUATED IN THE FOLLOWING PARCELS: LOT 2-R1, BLOCK 2, WILBANKS PARK (Vol 8, Pg 19 P.R.J.C.T.); THE DAVID ANDERSON SURVEY, ABSTRACT NO. 4, THE J.M. BOOTH SURVEY, ABSTRACT NO. 1151, AND THE SARAH GRAY SURVEY, ABSTRACT NO. 1104, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, FROM COMMERCIAL DISTRICT – (C) AND INDUSTRIAL ZONING DISTRICT (I) TO PLANNED DEVELOPMENT ZONING DISTRICT (PD), MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for a zoning change was filed by Landmark Equities, LLC (property owner) on September 7, 2018, under Case Number 18 - 112; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held public hearings and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

SECTION 1

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, as shown on the VILLAGE CREEK NORTH Zoning Exhibit (Exhibit A), and further described by the metes and bounds description attached as Exhibit B, by changing the zoning of said property from the Commercial District (C) and Industrial District (I) district to the PD Planned Development district, including any other conditions and restrictions imposed and approved by the City Council, which are incorporated herein.

SECTION 2**VILLAGE CREEK NORTH
PD DEVELOPMENT STANDARDS**

The Planned Development district, as defined by Exhibit A, shall be subject to the following conditions:

1.0 Planned Development District – Multi Family Residential Tracts (Tract One)

- 1.01 General Description:** Multi-Family units are attached residential units intended for lease. Access shall be allowed from controlled access drives or parking areas connecting to adjacent public roadways. Requirements for multi-family development shall be governed by standards as described below and the City of Burleson Multi-Family Design Standards Ordinance B792-10 (C0114). If there are conflicts between the requirements of Ordinance B792-10 (C0114) and these Planned Development requirements, the Planned Development requirements shall govern. The site plan of the Multi-Family tract shall generally conform to Exhibit C. The elevations included are for illustrative purposes only but shall generally resemble the color renderings included as Exhibit D. A site plan with color elevations shall be required and approved by the City Council prior to issuance of any building permits.
- 1.02 Uses:** Permitted uses as referenced below shall be permitted within Tract 1 in the Planned Development District. No Single Family, Duplex or Townhome uses will be allowed with this tract(s).

Permitted Uses:

Community Center – Private
Office - Private
Multi-Family attached dwelling units
Recreation Facilities

Accessory Uses Allowed:

Accessory buildings
Off-Street Parking
Swimming pool – private

Accessory Uses shall comply with Article 132 of the City of Burleson Zoning Ordinance.

- 1.03 Density:** The maximum allowed density for the entire tract will be 24 units per gross acre.
- 1.04 Required Parking:** Parking requirements for Tract One (multi-family residential) shall be as follows:
- a. One and a half (1.5) off-street parking spaces for each one-bedroom dwelling unit.
 - b. Two (2) off-street parking spaces for each two-bedroom dwelling unit.
 - c. Parking for the clubhouse building shall be calculated at four (4) spaces per 1,000 square feet of the leasing office and club room. Any area designated for residents only such as exercise/weight rooms will not be considered in the parking calculations. A minimum of one (1) parking space will be designated for handicap use for the clubhouse.

- d. Parking shall be permitted within all required front-, side- and rear-yard areas.
- e. Parking and driveways shall be paved of concrete, in accordance with paving standards established by the City of Burleson's Zoning & Subdivision Ordinances.

1.05 Architectural Standards and Building Materials: The building architecture and material shall conform to Section 8-42 of the Multi-Family Design Standards with the exception that 60% of the exterior of all new buildings (excluding doors and windows) shall be finished within the materials allowed within Section 8-42(d). The use of wood, cementitious fiberboard, HardiePlank® or HardiePanel®, tile or EFIS as an exterior building material shall be limited to a maximum of thirty-five percent (35%), excluding door and window openings of the total wall surface below the top plate line. Stairwells will be located within the interior envelope of the building structures.

1.06 Area Regulations:

- a. Depth of front yard – 2 feet
- b. Depth of side yard - 5 feet
- c. Depth of side yard adjacent to public street – 15 feet
- d. Building separation – 20 feet

1.07 Building Height: The permitted height of all multi-family structures shall not exceed three (3) stories except as permitted by Section 133, Zoning Ordinance – General Height Requirements.

1.08 Garbage and Trash Collection: All freestanding dumpsters shall be permanently screened on three sides and with an opaque enclosure consistent with that of the building structures, and measuring to a height at least six (6) inches above the top of the dumpster. The dumpster enclosure shall be buffered and screened in accordance with Article 8.46 (f) of the Multi-Family Design Standards, Ordinance B792-10(C0114). Rear yard setback requirements shall not apply to the dumpster enclosure located on the northerly property line.

1.09 Landscaping: Landscaping requirements shall be in accordance with the Multi-Family Design Standards, Ordinance B792-10 (C0114), Section 8-43, however clustering of landscaping throughout the site and along the right-of-way shall be permitted.

2.0 Planned Development District – Commercial Tracts (Tracts Two, Three, and Four)

2.01 General Description: The purpose of this district is for Retail, Office, and Commercial Uses as specifically stated in this Ordinance. Requirements for these tracts shall be governed by standards as described below and the City of Burleson I-35 Overlay Design Standards. If there are conflicts between the requirements of the I-35 Overlay Design Standards, the Planned Development requirements shall govern. A site plan with color elevations shall be required

and approved by City Council prior to issuance of building permits for all commercial tracts.

- 2.02 Permitted Uses:** All primary uses allowed within the NS, Neighborhood Services and GR, General Retail Zoning Districts except as prohibited herein.

Prohibited Uses

Auto parts and accessory sales (No outside storage)
Cemetery or mausoleum
Contractors, electrical/mechanical/plumbing (no outside storage)
Convent or monastery
Country club, private
Fraternal lodge or union hall
Fraternity or sorority
Gasoline or motor fuels sales
Household appliance repair
Key, shop
Laundry/clean self-service
Miniature golf course
Mortuary or funeral home
Parking lot, trucks/trailers
Pawnshop
Plumbing shop (no outside storage)
Private club
Swim, tennis, handball club
Telephone Office
Theater or indoor playhouse
Tool rental
Veterinarian hospital

Accessory Uses Allowed

Off-Street parking and loading
Satellite receive antenna (properly screened from view)
Accessory uses that comply with Article 78-105 (b) of the City of Burleson Zoning Ordinance.

Specific Use Permit Required

A specific use permit is required within this Planned Development may be approved by the City Council for the following uses:

Hotel

2.03 Area Regulations:

- a. Depth of front yard – minimum 5 feet
- b. Depth of side yard adjacent to public street – 10 feet
- c. Depth of side yard – None
- d. Depth of side yard adjacent to residential use – 10 feet
- e. Depth of rear yard – None
- f. Depth of rear yard adjacent to residential use = 10 feet

2.04 Café Seating: Outdoor café seating for restaurant, café, deli or coffee shop uses shall be permitted and may be shared within the subject zoning tracts.

2.05 Required Parking: Parking requirements within the Planned Development Commercial Tracts Two, Three, and Four shall be based on the City of Burleson Zoning Ordinance requirements for the types and sizes of proposed uses. Shared parking agreements are permissible between allowed commercial uses.

2.06 Architectural Standards and Building Materials: The building architecture and material shall conform to the IH-35 Overlay Design Standards with the exception that 75% of the exterior of all new buildings (excluding doors and windows) shall be finished within the materials allowed within the design standards. In addition, stucco shall be allowed as an accent material.

2.07 Awnings: Adding accent color through the use of awnings is appropriate within the commercial environment. Awnings, where utilized, shall be canvas, or a lusterless material so as to resemble canvas, or a material complementary to the materials utilized within the structure, at least 70% of which is a single deep or neutral solid color, the remaining up to 30%, if different, shall be contrasting. Awnings, if utilized for decorative purposes, shall not be backlit. The use of awnings for signage purposes shall not be allowed.

2.08 Lights: Parking lot light standards shall not exceed 30 feet (30') in height and shall comply with City of Burleson shielding requirements.

2.09 Landscaping/Screening: Requirements for landscaping and screening shall be in accordance with the I-35 Overlay Design Standards, however clustering of the landscaping throughout the site and along the right-of-way shall be permitted.

2.10 Dumpster Screening: All free-standing dumpsters shall be permanently screened on three sides and with an opaque enclosure measuring to a height of at least six inches (6") above the top of the dumpster. Screening materials shall be the same or equal material/quality as those used for the principal building.

3.0 Planned Development- Miscellaneous

3.01 Buffering and Screening Requirements: A buffer or screen shall be provided between Tract One and Tract Two. Any of the following or combination may be used.

1. Screening Fence

- a. Fencing shall be made of wrought iron, masonry, stone, decorative concrete panels, or any combination thereof.
- b. A minimum of ten feet (10') landscaped area with one (1) tree for every forty feet (40') of linear screening.

The obligation for construction and maintenance of the buffer rests with Tract One.

SECTION 3 CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

SECTION 4 SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5 PENALTY CLAUSE

Any person, firm, association of persons, company, corporation, or their agents, servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

**SECTION 6
EFFECTIVE DATE**

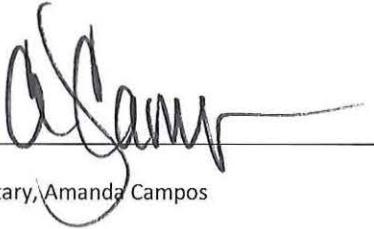
This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this the 16th day of December, 2018.



MAYOR, Ken Shetter

ATTEST:

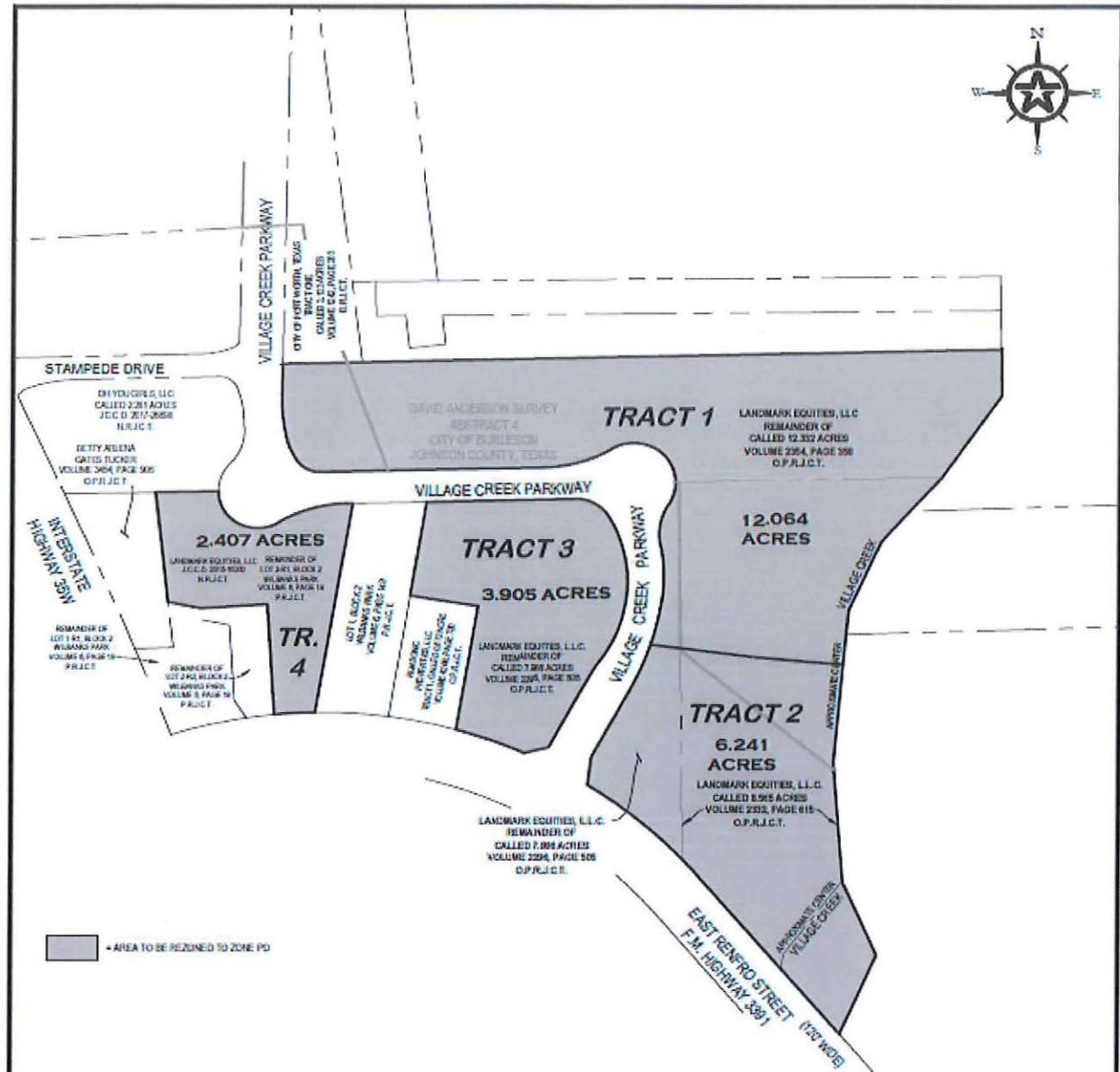


City Secretary, Amanda Campos



EXHIBIT A

VILLAGE CREEK NORTH - ZONING EXHIBIT CONCEPT PLAN



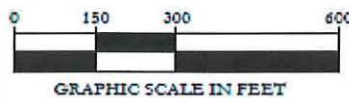
ZONING EXHIBIT (EXHIBIT A)

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Walker Partners
engineers ★ surveyors

823 Washington Ave. • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500



REVISIONS

FLAT NO. _____ DRAFT DATE 10-10-18 FB/PG _____
PROJ. NO. 1-03195 TAB NO. _____ FIELD NOTE NO. _____
DWG. NAME 1-03195ZONING EXHIBIT B.DWG DRAWN BY WHG

G:\PROJECTS\1-03195\1 SURVEY\1.0 CAD\1-03195ZONING EXHIBIT B.DWG, 8.5X11, 10/10/2018 2:45:48 PM, wgsatz, 1:1

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VILLAGE CREEK NORTH - METES AND BOUNDS DESCRIPTION

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18.304 ACRES

LOCATED IN THE JOHN M. BOOTH SURVEY, ABSTRACT 1151, SARAH GRAY SURVEY, ABSTRACT 1104, ABNER LEE SURVEY, ABSTRACT 496 AND DAVID ANDERSON SURVEY, ABSTRACT 4 IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS

FIELD NOTES FOR A 18.304 ACRE TRACT OF LAND SITUATED IN THE JOHN M. BOOTH SURVEY, ABSTRACT 1151, SARAH GRAY SURVEY, ABSTRACT 1104, ABNER LEE SURVEY, ABSTRACT 496 AND DAVID ANDERSON SURVEY, ABSTRACT 4, IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING A REMAINDER OF A CALLED 12.332 ACRE TRACT DESCRIBED IN A DEED TO LANDMARK EQUITIES, LLC RECORDED IN VOLUME 2354, PAGE 358 OF THE OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), A REMAINDER OF A CALLED 7.988 ACRE TRACT DESCRIBED IN A DEED TO LANDMARK EQUITIES, LLC RECORDED IN VOLUME 2298, PAGE 505 OF THE O.P.R.J.C.T. AND ALL OF A CALLED 8.565 ACRE TRACT DESCRIBED IN A DEED TO LANDMARK EQUITIES, LLC RECORDED IN VOLUME 2332, PAGE 615 OF O.P.R.J.C.T. SAID 18.304 ACRE TRACT BEING MORE PARTICULARLY SHOWN HEREON AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" FOUND IN THE WEST LINE OF A CALLED 21.37 ACRE TRACT DESCRIBED AS TRACT 2 IN A DEED TO CHASE WINDSOR RECORDED IN JOHNSON COUNTY CLERK'S DOCUMENT (J.C.C.D.) 2016-19284 OF THE NAMED RECORDS OF JOHNSON COUNTY, TEXAS (N.R.J.C.T.) MARKING THE SOUTHEAST CORNER OF A CALLED 5.085 ACRE TRACT DESCRIBED IN A DEED TO THE CITY OF FORT WORTH, TEXAS RECORDED IN VOLUME 1242, PAGE 203 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS (D.R.J.C.T.), SAME BEING THE NORTHEAST CORNER OF SAID 12.332 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8" IRON ROD FOUND IN THE WEST LINE OF SAID 21.37 ACRE TRACT MARKING THE NORTHEAST CORNER OF SAID 5.085 ACRE TRACT BEARS N 01°03'32" W - 84.89';

THENCE S 01°02'28" E - 100.52' WITH THE COMMON LINE OF SAID 12.332 ACRE TRACT AND SAID 21.37 ACRE TRACT, GENERALLY ALONG THE CENTER OF VILLAGE CREEK TO AN ANGLE POINT, FROM WHICH A 1/2" IRON ROD FOUND FOR REFERENCE BEARS N 01°02'28" W - 28.61' AND N 88°57'32" E - 0.50';

THENCE S 34°35'26" W - 214.30' WITH SAID COMMON LINE, GENERALLY ALONG THE CENTER OF VILLAGE CREEK TO AN ANGLE POINT AT THE SOUTHEAST CORNER OF SAID 12.332 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 8.565 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR REFERENCE BEARS S 88°47'02" W - 30.00' AND A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" FOUND IN NORTH LINE OF SAID 7.988 ACRE TRACT AT ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF VILLAGE CREEK PARKWAY (VARIABLE WIDTH) DESCRIBED AS BURLESON STONE ROAD, PARCEL NO. 1 IN A DEED TO THE CITY OF BURLESON RECORDED IN J.C.C.D. 2015-10956 OF THE N.R.J.C.T. BEARS S 88°47'02" W - 548.15';

THENCE WITH THE EAST LINE OF SAID 8.565 ACRE TRACT BEING COMMON WITH THE WEST LINES OF SAID 21.37 ACRE TRACT, A CALLED 5.54 ACRE TRACT DESCRIBED IN A DEED TO DP&P ROOFING AND CONSTRUCTION, INC. RECORDED IN J.C.C.D. 2015-19782 OF THE N.R.J.C.T. AND A CALLED 26.626 ACRE TRACT DESCRIBED IN A DEED TO SHANE JUSTIN BROWN, DIANA GAYLE JURASCHECK AND RONALD GENE BROWN RECORDED IN J.C.C.D. 2015-22964 OF THE N.R.J.C.T. GENERALLY ALONG THE CENTER OF VILLAGE CREEK THE FOLLOWING FOUR CALLS:

- 1) S 41°14'11" W - 187.38' TO AN ANGLE POINT,
- 2) S 24°01'30" W - 164.10' TO AN ANGLE POINT,
- 3) S 05°04'30" W - 334.40' TO AN ANGLE POINT,
- 4) S 04°25'30" E - 262.40' TO AN ANGLE POINT;

THENCE DEPARTING THE APPROXIMATE CENTER OF VILLAGE CREEK AND WITH THE COMMON LINE OF SAID 8.565 ACRE TRACT AND SAID 26.626 ACRE TRACT THE FOLLOWING TWO CALLS:

- 1) S 23°59'30" E - 172.10' TO AN ANGLE POINT,
- 2) S 23°27'07" W - 188.35' TO A 1/2" IRON ROD FOUND IN THE NORTHEAST RIGHT-OF-WAY LINE OF EAST RENFRO STREET (F.M. HIGHWAY 3391) (120' WIDE) MARKING THE MOST SOUTHERLY CORNER OF THE 8.565 ACRE TRACT;

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THENCE WITH THE COMMON LINES OF SAID EAST RENFRO STREET, SAID 8.565 ACRE TRACT AND THE REMAINDER OF SAID 7.986 ACRE TRACT THE FOLLOWING TWO CALLS:

- 1) N 40°23'18" W - 452.18' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT,
- 2) 303.67' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 1014.93', A CENTRAL ANGLE OF 17°08'34" AND A CHORD WHICH BEARS N 48°55'55" W - 302.53' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET AT A CUTBACK FOR SAID VILLAGE CREEK PARKWAY;
- 1) THENCE WITH THE EAST RIGHT-OF-WAY LINE OF SAID VILLAGE CREEK PARKWAY BEING COMMON WITH THE REMAINDER OF SAID 7.986 ACRE TRACT THE FOLLOWING SIX CALLS:
 - 1) N 07°26'26" E - 61.31' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR AN ANGLE POINT,
 - 2) N 27°55'00" E - 160.29' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT,
 - 3) 213.27' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 600.00', A CENTRAL ANGLE OF 20°21'57" AND A CHORD WHICH BEARS N 18°34'14" E - 212.15' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT,
 - 4) 120.48' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 345.50', A CENTRAL ANGLE OF 19°58'47" AND A CHORD WHICH BEARS N 01°36'06" W - 119.87' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT,
 - 5) 92.40' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 119.00', A CENTRAL ANGLE OF 44°29'26" AND A CHORD WHICH BEARS N 10°39'14" E - 90.10' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE TO THE LEFT,
 - 6) WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 88.50', A CENTRAL ANGLE OF 154°02'28" AND A CHORD WHICH BEARS N 44°06'52" W - 168.58', AT 51.52' PASSING THE ABOVE MENTIONED 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" FOUND IN NORTH LINE OF SAID 7.986 ACRE TRACT, CONTINUING A TOTAL ARC LENGTH OF 232.56' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE PARTWAY WITH THE WEST LINE OF THE REMAINDER OF SAID 7.986 ACRE TRACT AND PARTWAY WITH THE COMMON LINE OF SAID VILLAGE CREEK PARKWAY AND THE REMAINDER OF SAID 12.332 ACRE TRACT THE FOLLOWING SIX CALLS:

- 1) 146.93' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 281.50', A CENTRAL ANGLE OF 29°54'22" AND A CHORD WHICH BEARS S 73°49'30" W - 145.27' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" FOUND FOR THE POINT OF TANGENCY OF SAID CURVE,
- 2) S 88°46'40" W - 460.29' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT,
- 3) 54.47' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 55.00', A CENTRAL ANGLE OF 56°44'33" AND A CHORD WHICH BEARS N 62°51'13" W - 52.27' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" FOUND FOR THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT,
- 4) 51.14' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 144.50', A CENTRAL ANGLE OF 20°16'34" AND A CHORD WHICH BEARS N 24°20'47" W - 50.87' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" FOUND FOR THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT,
- 5) 99.50' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 374.50', A CENTRAL ANGLE OF 15°13'23" AND A CHORD WHICH BEARS N 06°35'45" W - 99.21' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" FOUND FOR THE POINT OF TANGENCY OF SAID CURVE,

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- 6) N 01°00'58" E - 66.45' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" FOUND MARKING A NORTHEAST CORNER OF THE ABOVE MENTIONED BURLESON STONE ROAD, PARCEL NO. 1, SAME BEING THE SOUTHWEST CORNER OF A CALLED 2.123 ACRE TRACT DESCRIBED AS TRACT ONE IN A DEED TO THE CITY OF FORT WORTH, TEXAS RECORDED IN VOLUME 1242, PAGE 203 OF THE D.R.J.C.T., SAME BEING THE NORTHWEST CORNER OF THE REMAINDER OF SAID 12.332 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE N 88°46'47" E - 164.14' WITH THE COMMON LINE OF SAID 12.332 ACRE TRACT AND SAID 2.123 ACRE TRACT TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE 2.123 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF THE ABOVE MENTIONED 5.085 ACRE TRACT DESCRIBED AS TRACT TWO IN SAID DEED TO THE CITY OF FORT WORTH, TEXAS;

THENCE N 88°46'47" E - 1312.66' WITH THE COMMON LINE OF SAID 12.332 ACRE TRACT AND SAID 5.085 ACRE TRACT RETURNING TO THE POINT OF BEGINNING, AND CONTAINING 18.304 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND EXHIBIT DRAWING MADE BY DANA B. SPIGENER REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4809.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS NORTH CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: JULY 17, 2018
RELEASED: OCTOBER 1, 2018

Dana B. Spigener
DANA B. SPIGENER, R.L.S. 4809

PROJ NO. 1-03195
PLAT NO. A1-1519
FIELD NOTE NO. 01
MAP CHECKED 09-28-18 JBM



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3.905 ACRES
LOCATED IN THE DAVID ANDERSON SURVEY, ABSTRACT 4
IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS

FIELD NOTES FOR A 3.905 ACRE TRACT OF LAND SITUATED IN THE DAVID ANDERSON SURVEY, ABSTRACT 4, IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING A REMAINDER OF A CALLED 7.986 ACRE TRACT DESCRIBED IN A DEED TO LANDMARK EQUITIES, LLC RECORDED IN VOLUME 2296, PAGE 505 OF THE OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.). SAID 3.905 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF VILLAGE CREEK PARKWAY, AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, OF WILBANKS PARK, PLAT OF RECORD IN VOLUME 6, PAGE 149 OF THE PLAT RECORDS OF JOHNSON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF SAID REMAINDER 7.986 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID VILLAGE CREEK PARKWAY AND THE REMAINDER OF SAID 7.986 ACRE TRACT, THE FOLLOWING SEVEN (7) CALLS:

- 1) N 88°46'40" E - 302.51' TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 2) 84.42' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 80.00', A CENTRAL ANGLE OF 60°27'49" AND A CHORD WHICH BEARS S 60°59'29" E - 80.55' TO A POINT FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT,
- 3) 212.23' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 277.58', A CENTRAL ANGLE OF 43°48'26" AND A CHORD WHICH BEARS S 08°50'03" E - 207.10' TO A POINT FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT,
- 4) 112.70' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 287.00', A CENTRAL ANGLE OF 22°29'59" AND A CHORD WHICH BEARS S 23°23'41" W - 111.98' TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT,
- 5) 60.23' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 513.00', A CENTRAL ANGLE OF 06°43'39" AND A CHORD WHICH BEARS S 31°16'51" W - 60.20' TO A POINT AT THE END OF SAID CURVE,
- 6) S 27°55'00" W - 162.72' TO A POINT AT A CUTBACK OF VILLAGE CREEK PARKWAY,
- 7) S 76°04'31" W - 51.41' TO A POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF EAST RENFRO STREET (F.M. HIGHWAY 3391) (120' WIDE), FOR THE MOST SOUTHERLY CORNER OF THE REMAINDER OF SAID 7.986 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE 150.11' WITH THE ARC A CURVE TO THE LEFT HAVING A RADIUS OF 1014.93', A CENTRAL ANGLE OF 08°28'26" AND A CHORD WHICH BEARS N 70°01'56" W - 149.97' TO POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF SAID EAST RENFRO STREET, AT THE SOUTHEAST CORNER OF A CALLED 0.872 ACRE TRACT DESCRIBED AS TRACT 1 IN A DEED TO RLM SONIC PROPERTIES, LLC, OF RECORD IN VOLUME 4269, PAGE 720 OF THE O.P.R.J.C.T., FOR THE SOUTHWEST CORNER OF THE REMAINDER OF SAID 7.986 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF THE REMAINDER OF SAID 7.986 ACRE TRACT AND SAID 0.872 ACRE TRACT THE FOLLOWING TWO CALLS:

- 1) N 09°20'10" E - 273.01' TO A 5/8" IRON ROD WITH CAP STAMPED "RPLS 5647" FOUND AT THE NORTHEAST CORNER OF SAID 0.872 ACRE TRACT, FOR AN INSIDE ELL CORNER OF REMAINDER OF SAID 7.986 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;
- 2) N 80°39'50" W - 141.65' TO A POINT IN THE EAST LINE OF SAID LOT 1, AT THE NORTHWEST CORNER OF SAID 0.872 ACRE TRACT, FOR AN OUTSIDE ELL CORNER OF THE REMAINDER OF SAID 7.986 ACRE TRACT, AN OF THE HEREIN DESCRIBED TRACT;

THENCE N 09°20'10" E - 206.79' WITH THE COMMON LINE OF REMAINDER OF SAID 7.986 ACRE TRACT AND SAID LOT 1, RETURNING TO THE POINT OF BEGINNING, AND CONTAINING 3.905 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND EXHIBIT DRAWING MADE BY DANA B. SPIGENER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4809.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS NORTH CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: JULY 17, 2018
RELEASED: OCTOBER 1, 2018

Dana B. Spigener
DANA B. SPIGENER, R.P.L.S. 4809

PROJ NO. 1-03195
PLAT NO. A1-1519
FIELD NOTE NO. 02
MAP CHECKED 09-28-18 JBM



EXHIBIT B

VILLAGE CREEK NORTH - METES AND BOUNDS DESCRIPTION

Page 6 of 6

**2.407 ACRES
LOCATED IN THE DAVID ANDERSON SURVEY, ABSTRACT 4
IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS**

FIELD NOTES FOR A 2.407 ACRE TRACT OF LAND SITUATED IN THE DAVID ANDERSON SURVEY, ABSTRACT 4, IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING THE REMAINDER OF LOT 2-R1, BLOCK 2, WILBANKS PARK ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGE 19 OF THE PLAT RECORDS OF JOHNSON COUNTY, TEXAS (P.R.J.C.T.). SAID 2.407 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF EAST RENFRO STREET (FM HIGHWAY 3391) (120' WIDE) MARKING THE SOUTHEAST CORNER OF LOT 2-R2, BLOCK 2 OF SAID WILBANKS PARK, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 2-R1 AND OF THE HEREIN DESCRIBED TRACT;

THENCE N 03°34'48" W – 240.93' WITH THE COMMON LINE OF SAID LOT 2-R2 AND SAID LOT 2-R1 TO A 3/8" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF LOT 2-R2 AND AN INSIDE CORNER OF LOT 2-R1;

THENCE S 86°25'12" W – 136.97' WITH THE COMMON LINE OF SAID LOT 2-R2 AND SAID LOT 2-R1 TO A 3/8" IRON ROD FOUND MARKING AN ANGLE POINT;

THENCE N 77°54'03" W – 67.46' WITH THE COMMON LINE OF SAID LOT 2-R2 AND SAID LOT 2-R1 TO A 3/8" IRON ROD FOUND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO BETTY ARLENA GATES TUCKER RECORDED IN VOLUME 3454, PAGE 906 OF THE O.P.R.J.C.T.;

THENCE N 06°23'35" W – 239.51' WITH THE COMMON LINE OF SAID LOT 2-R1 AND SAID BETTY ARLENA GATES TUCKER TRACT TO A POINT IN THE SOUTH LINE OF A CALLED 2.281 ACRE TRACT DESCRIBED IN A DEED TO OH YOU GIRLS, LLC RECORDED IN JOHNSON COUNTY CLERK'S DOCUMENT (J.C.C.D.) 2017-26698 OF THE NAMED RECORDS OF JOHNSON COUNTY, TEXAS (N.R.J.C.T.) FOR THE NORTHEAST CORNER OF THE BETTY ARLENA GATES TUCKER TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 2-R1 AND OF THE HEREIN DESCRIBED TRACT;

THENCE N 88°47'02" E – 126.44' WITH THE COMMON LINE OF SAID LOT 2-R1 AND SAID 2.281 ACRE TRACT TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF VILLAGE CREEK PARKWAY (VARIABLE WITH);

THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID VILLAGE CREEK PARKWAY, CALLED 0.354 ACRE PERMANENT RIGHT-OF-WAY TRACT DESCRIBED AS PARCEL NO. 48 IN A DEED TO THE CITY OF BURLESON RECORDED IN J.C.C.D. 2015-10954 OF THE N.R.J.C.T. AND THE NORTH LINE OF THE REMAINDER OF SAID LOT 2-R1 THE FOLLOWING THREE CALLS:

- 1) 171.75' WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 82.00', A CENTRAL ANGLE OF 120°00'13" AND A CHORD WHICH BEARS S 61°13'08" E – 142.03' TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT,
- 2) 150.22' WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 287.00', A CENTRAL ANGLE OF 28°58'20" AND A CHORD WHICH BEARS N 73°46'28" E – 148.51' TO THE POINT OF TANGENCY OF SAID CURVE,
- 3) N 88°46'06" E – 11.03' TO A POINT FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 2, WILBANKS PARK ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGE 149 OF THE P.R.J.C.T., SAME BEING THE NORTHEAST CORNER OF THE REMAINDER OF LOT 2-R1 AND OF THE HEREIN DESCRIBED TRACT;

EXHIBIT B

VILLAGE CREEK NORTH - METES AND BOUNDS DESCRIPTION

Page 6 of 6

THENCE S 09°25'02" W – 461.54' WITH THE COMMON LINE OF SAID LOT 2-R1 AND SAID LOT 1 TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID EAST RENFRO STREET FOR THE SOUTHWEST CORNER OF LOT 1, SAME BEING THE SOUTHEAST CORNER OF LOT 2-R1 AND OF THE HEREIN DESCRIBED TRACT;

THENCE 84.79' WITH THE ARC OF A CURVE TO THE LEFT AND THE NORTH RIGHT-OF-WAY LINE OF SAID EAST RENFRO STREET HAVING A RADIUS OF 1014.93', A CENTRAL ANGLE OF 04°47'11" AND A CHORD WHICH BEARS S 86°45'55" W – 84.78' RETURNING TO THE POINT OF BEGINNING, AND CONTAINING 2.407 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND EXHIBIT DRAWING MADE BY DANA B. SPIGENER REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4809.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS NORTH CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: JULY 17, 2018
RELEASED: OCTOBER 1, 2018

Dana B. Spigener
DANA B. SPIGENER, R.P.L.S. 4809



PROJ NO. 1-03195
PLAT NO. A1-1519
FIELD NOTE NO. 03
MAP CHECKED 09-28-18 DBS

EXHIBIT C

CONCEPTUAL SITE PLAN

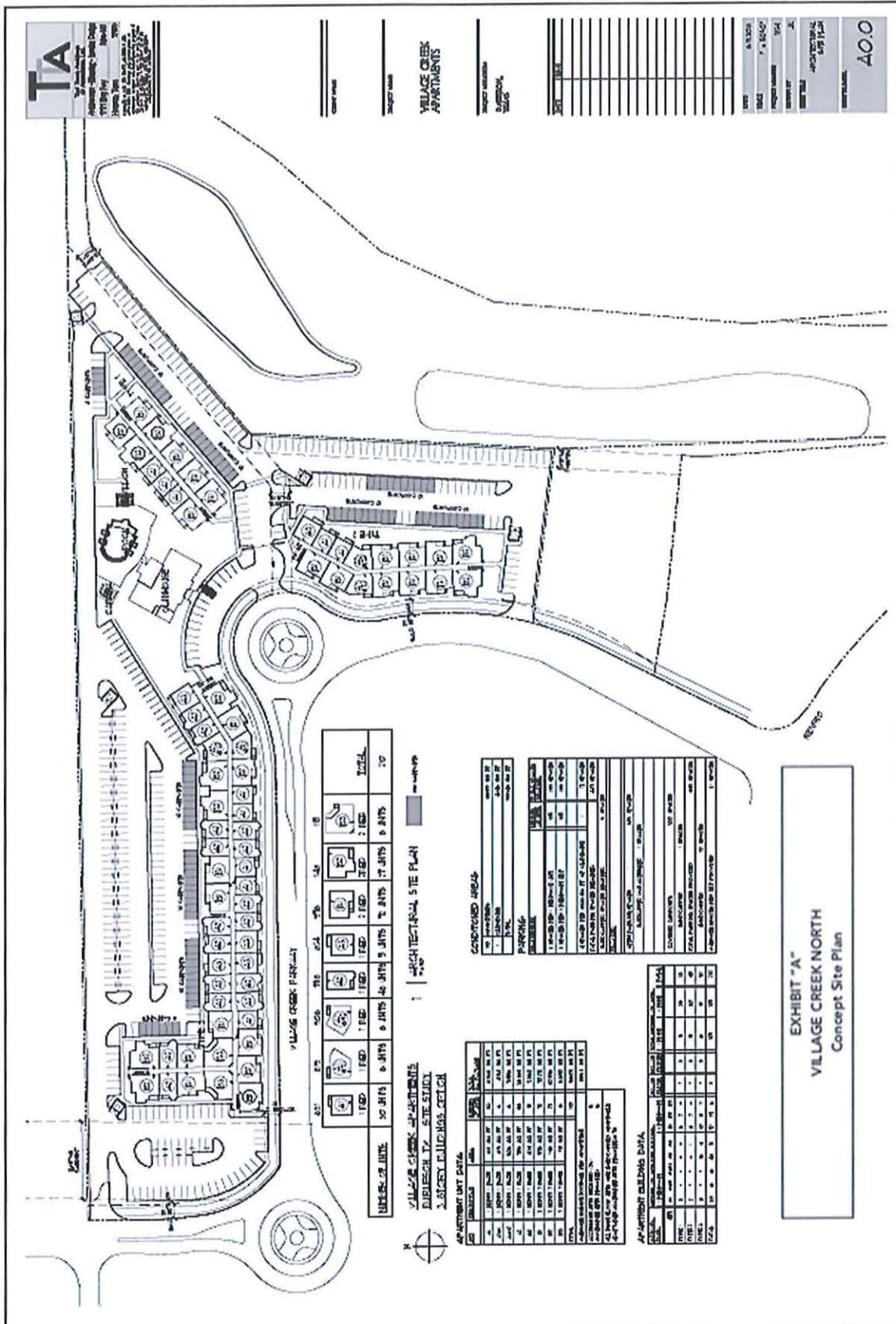


EXHIBIT D

CONCEPTUAL COLOR RENDERINGS



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDIING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 1.5919 ACRES OF LAND SITUATED WITHIN THE DAVID ANDERSON SURVEY, ABSTRACT NO. 4, AND BEING A PORTION OF A CALLED 7.986 ACRE TRACT OF LAND AS DESCRIBED IN THE DEED TO LANDMARK EQUITIES, L.L.C. RECORDED IN VOLUME 2296, PAGE 505 OF THE DEED RECORDS OF JOHNSON COUNTY; BEING LOCATED AT THE INTERSECTION OF VILLAGE CREEK PKWY AND EAST RENFRO ST, CITY OF BURLESON, JOHNSON COUNTY, TEXAS FROM “PD” PLANNED DEVELOPMENT DISTRICT (VILLAGE CREEK NORTH) TO “GR” GENERAL RETAIL WITH A SPECIFIC USE PERMIT ALLOWING “AUTOMOBILE FUEL SALES”, MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, an application for a zoning change was filed by Bryan Clark representing QuikTrip South LLC on July 25, 2022, under Case Number 22-105; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council determines and finds that the proposed zoning ordinance amendment is in the best interest of the City of Burleson and shall promote the health, safety and welfare of the community.

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, described by the metes and bounds attached as Exhibit A, by changing the zoning of said property from PD, Planned Development district to GR, General Retail with a specific use permit allowing "Automobile fuel sales".

Section 2.

The specific use permit, as defined by Exhibit B, shall be subject to the following conditions:

1. The use of "Automobile fuel sales" is permitted and shall conform to Exhibit "B" unless otherwise approved by City Council.

Section 3.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 4.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 5.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 8.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED

First and Final Reading: the ____ day of _____, 20____.

Chris Fletcher, Mayor City of Burleson

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

EXHIBIT A
Metes and Bounds

BEING a 1.5919 acre tract of land situated within the David Anderson Survey, Abstract No. 4, City of Burleson, Johnson County, Texas and being a portion of a called 7.986 acre tract of land as described in the deed to Landmark Equities, L.L.C. recorded in Volume 2296, Page 505 of the Deed Records of Johnson County, Texas. Said 1.5919 acre tract of land surveyed on the ground in 2022 under the direction and supervision of Robert A. Hansen, LSLS & Registered Professional Land Surveyor No. 6439 (the Basis of Bearings for this survey is GRID North as established by GPS observation utilizing the Texas Coordinate System of 1983, North Central Zone) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch capped iron rod stamped "BOWMAN PROP COR" set at the intersection of the west right of way line of Village Creek Parkway, a variable width right of way, as described in the deed to the City of Burleson recorded under Document No. 2015-10956 of the Official Public Records of Johnson County, Texas with the north right of way line of East Renfro Street, a 120-foot right of way, as evidenced by the plat titled "Burleson Crossing" recorded in Volume 9, Page 524 of the Plat Records of Johnson County, Texas, being the beginning of a curve;

THENCE westerly, coincident with the north curving right of way line of said East Renfro Street and said curve, concave to the south, having a radius of 1014.93 feet and a chord bearing and distance of NORTH 70 degrees 03 minutes 29 seconds WEST, 150.86 feet, an arc length of 151.00 feet to a 1/2-inch capped iron rod stamped "BOWMAN PROP COR" set at the southeast corner of Lot 1, Block 2 of said Burleson Crossing;

THENCE NORTH 09 degrees 24 minutes 26 seconds EAST, 272.65 feet with the east line of said Lot 1 to a 1/2-inch capped iron rod stamped "RPLS 5647" found at the northeast corner of said Lot 1, from which a 1/2-inch capped iron rod stamped "CBA" found at the northwest corner of said Lot 1 bears NORTH 80 degrees 37 minutes 16 seconds WEST, 141.56 feet;

THENCE SOUTH 80 degrees 37 minutes 16 seconds EAST, 291.79 feet with the easterly prolongation of the north line of said Lot 1 through the interior of said called 7.986 acre tract of land to a 1/2-inch capped iron rod stamped "BOWMAN PROP COR" set on the west right of way line of said Village Creek Parkway, from which a 1/2-inch capped iron rod stamped "Walker Partners" found at the west common corner of Lots 1 and 2 of the plat titled "Village Creek Addition" recorded in Volume 11, Page 855 of said Plat Records bears SOUTH 71 degrees 29 minutes 39 seconds EAST, 73.75 feet, and being the beginning of a non-tangent curve;

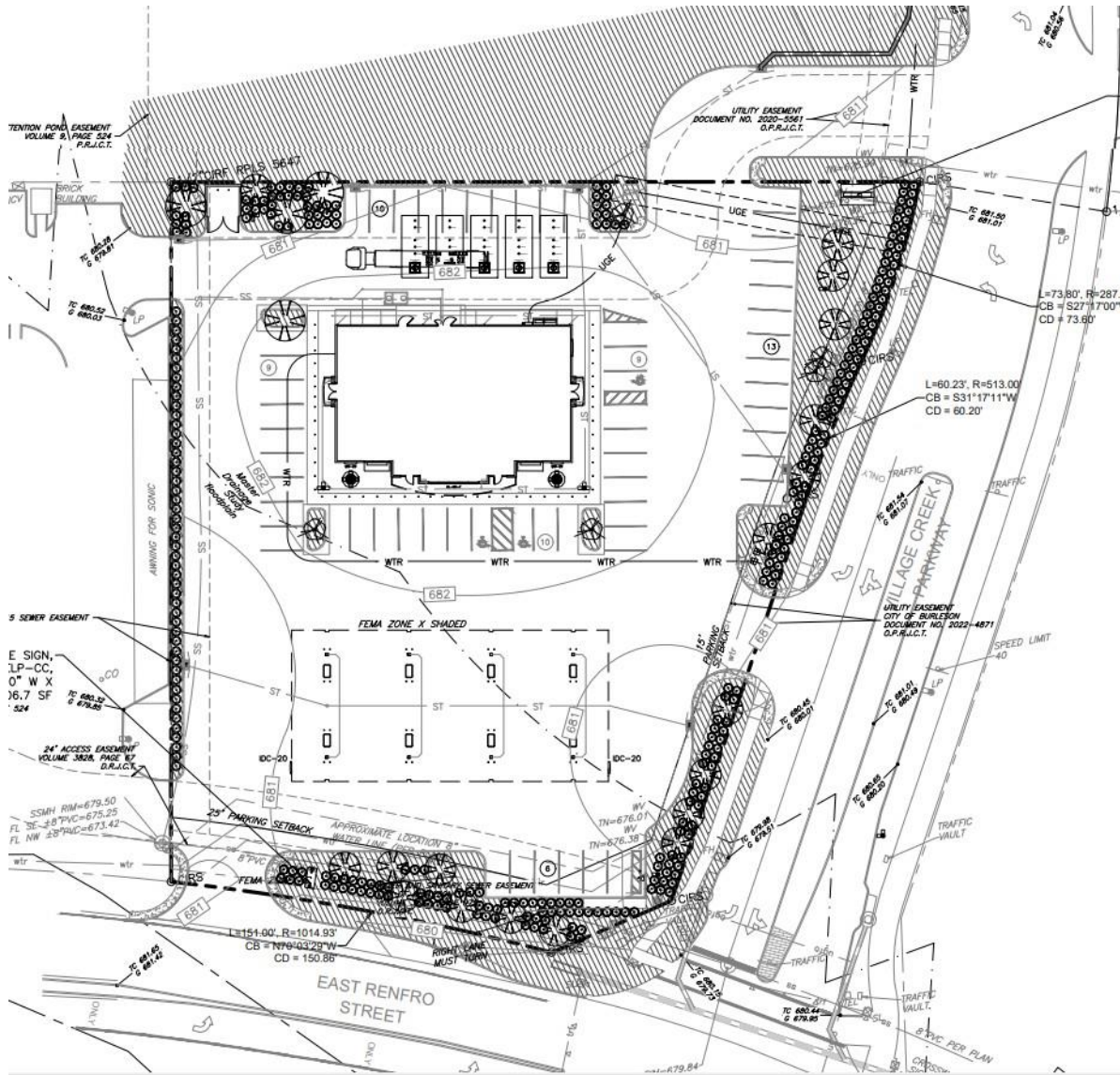
THENCE the following four (4) calls coincident with the west right of way line of said Village Creek Parkway:

1. southerly, with said non-tangent curve, concave to the west, having a radius of 287.00 feet and a chord bearing and distance of SOUTH 27 degrees 17 minutes 00 seconds WEST, 73.60 feet, an arc length of 73.80

feet to a 1/2-inch capped iron rod stamped "BOWMAN PROP COR" set at the beginning of a reverse curve;

2. southerly, with said reverse curve, concave to the east, having a radius of 513.00 feet and a chord bearing and distance of SOUTH 31 degrees 17 minutes 11 seconds WEST, 60.20 feet, an arc length of 60.23 feet to a 1/2-inch capped iron rod stamped "BOWMAN PROP COR" set;
3. SOUTH 27 degrees 55 minutes 20 seconds WEST, 162.72 feet to a 1/2-inch capped iron rod stamped "BOWMAN PROP COR" set;
4. SOUTH 76 degrees 04 minutes 51 seconds WEST, 50.94 feet to the POINT OF BEGINNING, containing 1.5919 acres (69,344± square feet).

EXHIBIT B Automobile Fuel Sales



City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: January 9, 2023

SUBJECT:

QuikTrip at 449 E Renfro (Case 22-106): Hold a public hearing and consider approval of a site plan for QuikTrip with waivers to the IH35 parking setback, Section 5-51, Article V of Appendix C, IH35 Design Standards, and the minimum driveway spacing, Section 5.5 – Streets and Site Standards, Table 1 of the Engineering Design Manual. *(Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval of staff's recommendation by unanimous vote)*

SUMMARY:

On July 25, 2022, an application was submitted by Bryan Clark representing QuikTrip South LLC, on behalf of the owner (Stephen Eisner) for a site plan of approximately 1.5919 acres for a QuikTrip convenience store and fueling station. On August 22, 2022, applications were submitted by the applicant requesting waivers to the IH35 parking setback and minimum driveway spacing.

Site Plan and Waivers:

Driveway Spacing along Village Creek Pkwy:

Per Table 1, Driveway Design Criteria of Section 5.5, Streets and Site Standards of the Engineering Design Manual, the minimum driveway centerline spacing for a new driveway on a roadway that intersects with an arterial roadway shall be 180 feet for commercial uses. The applicant is proposing a centerline spacing of approximately 143 feet from East Renfro Street and within the existing right-turn lane. The Design Manual does allow driveways to be placed no closer than 100 feet to a major street facility and located within a turn lane if the existing turn lane is extended. The existing right-turn lane currently does not meet the city's minimum requirements for storage and taper lengths. The proposed driveway may create queuing and storage issues of the existing turn-lane, which may eventually impact the level of service of the signalized intersection. In addition, staff anticipates vehicles waiting to turn right onto East Renfro Street will back up and block the proposed driveway, creating internal site congestion.

Based on the proximity to East Renfro, the anticipated number of right turns, and inadequate turn lane length, staff is not in support of this waiver request. The applicant's justification for the waiver is attached as Exhibit 3.

IH35 parking setback:

Per Section 5-51, Article V of Appendix C, IH35 Design Standards:

“All parking areas adjacent to a major or minor arterial street, as shown in the master thoroughfare plan, shall be located a minimum of 25 feet from the right-of-way line. All parking areas adjacent to a major or minor collector street, as shown in the master thoroughfare plan, shall be located a minimum of 15 feet from the right-of-way line.”

The applicant’s justification for the waiver is attached as Exhibit 3. Based on the geographical constraints of the site, anticipated amount of parking to be utilized by customers, and the proposed landscaping between the parking spaces and the streets; staff is in support of this waiver request.

Site Conformance Table

<u>Required</u>	<u>Staff’s Findings</u>
<u>Lot Size, Coverage and Setbacks</u> Specific lot information as shown on site plan	Complies. Site plan is in compliance with all development regulations with the exception of the requested waivers
<u>Landscaping –</u> 20% of Total Site shall be landscaped: 13,869	Complies. Landscaping proposed: 13,873 SF with credits as listed on landscaping plans.
<u>Parking Requirement –</u> 1 space per 200 SF: 27 spaces 3 ADA spaces	Complies. Parking provided: 57 spaces ADA spaces: 3 spaces

Site plan and landscaping exhibits are attached as Exhibit 4.

Engineering:

Prior to development of the site, platting and engineering reviews will be required, in addition to TxDot review and approval of any City Council granted waivers.

OPTIONS:

- 1) Approve a site plan for QuikTrip with a waiver to the IH35 parking setback, Section 5-51, Article V of Appendix C, IH35 Design Standards; or

- 2) Approve a site plan for QuikTrip with waivers to the IH35 parking setback, Section 5-51, Article V of Appendix C, IH35 Design Standards, and the minimum driveway spacing, Section 5.5 – Streets and Site Standards, Table 1 of the Engineering Design Manual.
- 3) Approve a site plan for QuikTrip with no waivers;
- 4) Deny the site plan.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

December 13, 2022 – The Planning and Zoning Commission recommended unanimous approval of the site plan and waiver to the parking setback as recommended by staff. The Commission did not support a waiver to the City's minimum driveway spacing requirements.

RECOMMENDATION:

Approve a site plan for QuikTrip with a waiver to the IH35 parking setback, Section 5-51, Article V of Appendix C, IH35 Design Standards (Case 22-106).

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
Director of Development Services
tmcilwain@burlesontx.com
817-426-9684

E Renfro QuikTrip – Site Plan

Location:

- 449 E Renfro
- 1.5919 acres

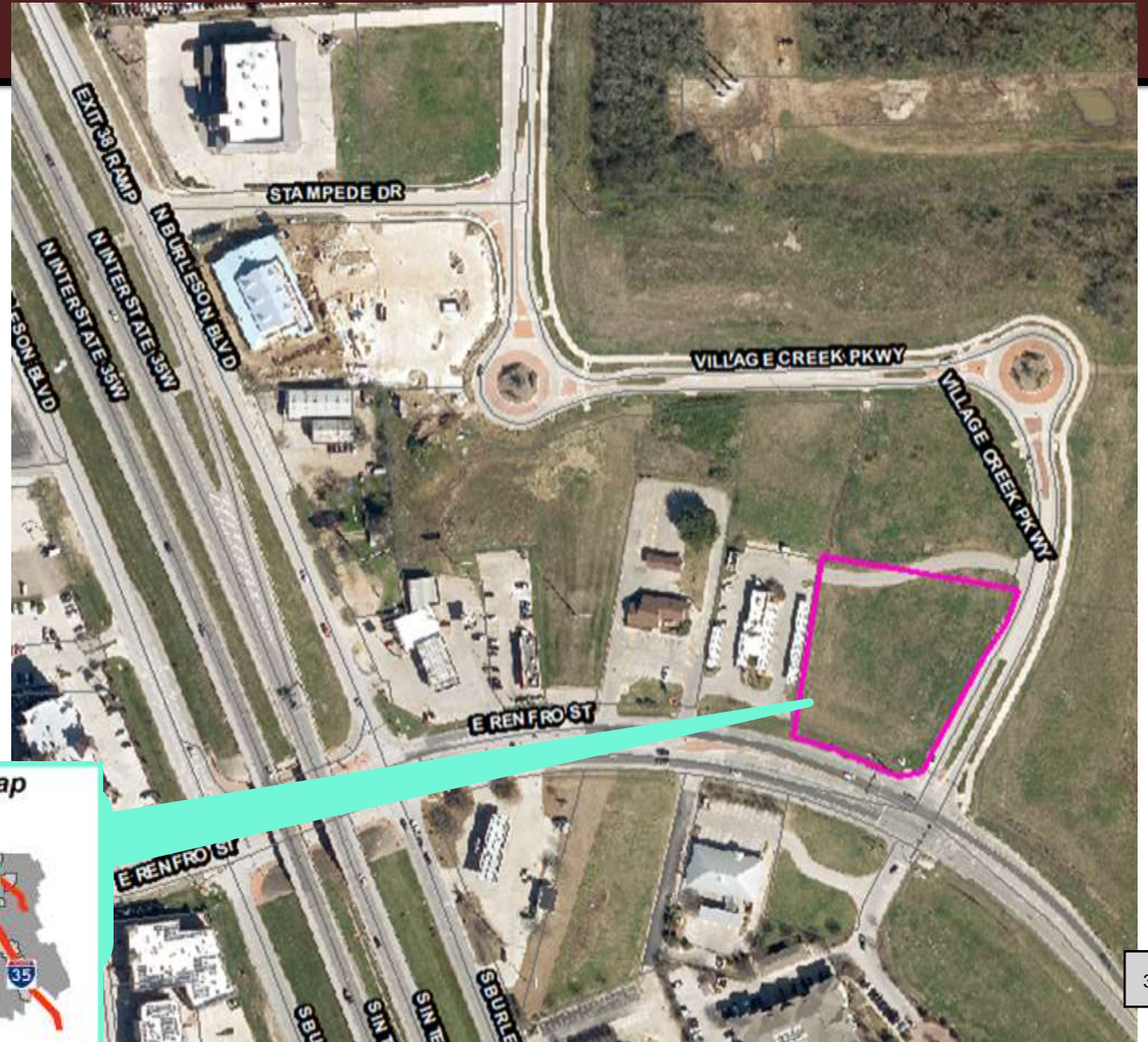
Applicant:

Bryan Clark

QuikTrip South LLC

Item for approval:

Site Plan with waivers
(22-106)



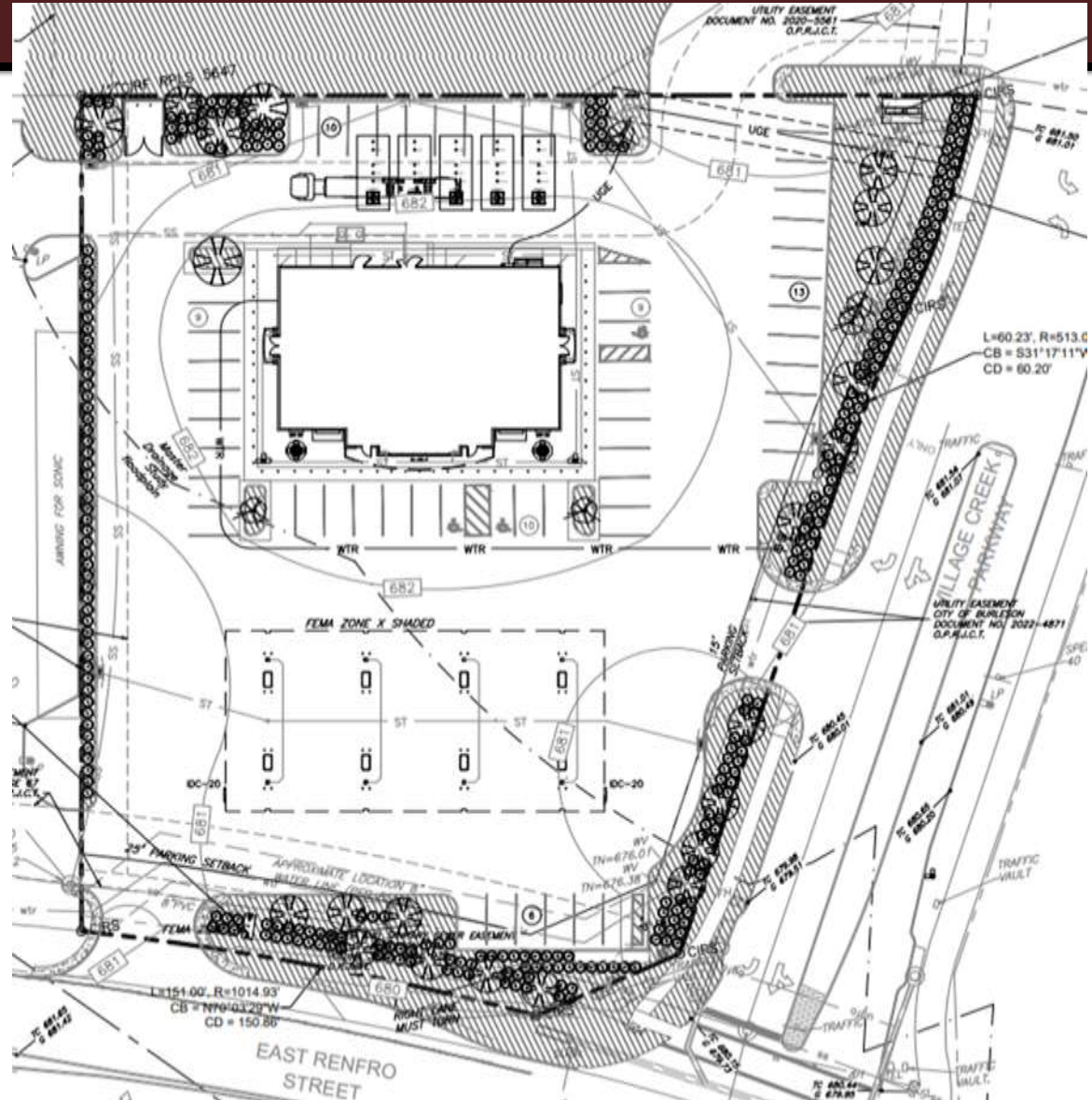
E Renfro QuikTrip – Site Plan

Property Information:

- Located in IH35 overlay area 1 “Spinks”
- SUP required for “Automobile fuel sales” in IH35 overlay area 1
- Requesting GR, General Retail zoning and SUP (Case 22-105)

Site Plan Summary:

- 5,312 SF Building
- 20 feet in Height -Single-story
- Use – Convenience store with Automobile fuel sales

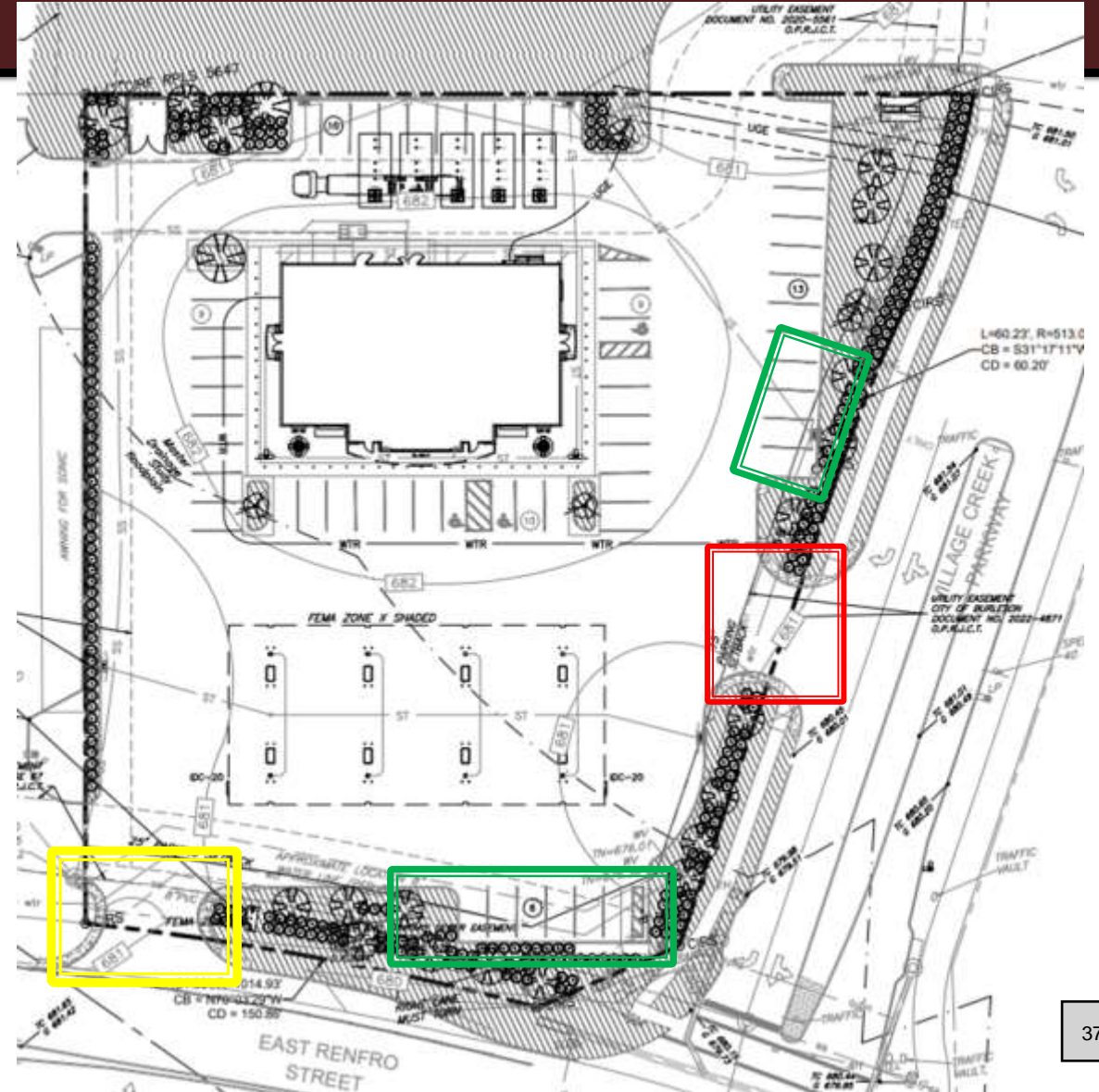


E Renfro QuikTrip – Site Plan

Waivers requested:

- Parking setback of 25 ft. along E Renfro and 15 ft. along Village Creek Pkwy (IH35 overlay requirement)
- Staff supports - Parking spots will be landscaped between headlights and street (shown in green)
- Drive (access) spacing of 180 feet.[Engineering Design Manual requirement] along Village Creek Pkwy
- Staff does not support reducing the minimum required spacing to 143 ft., based on proximity to E Renfro and existing access to the site (shown in red)

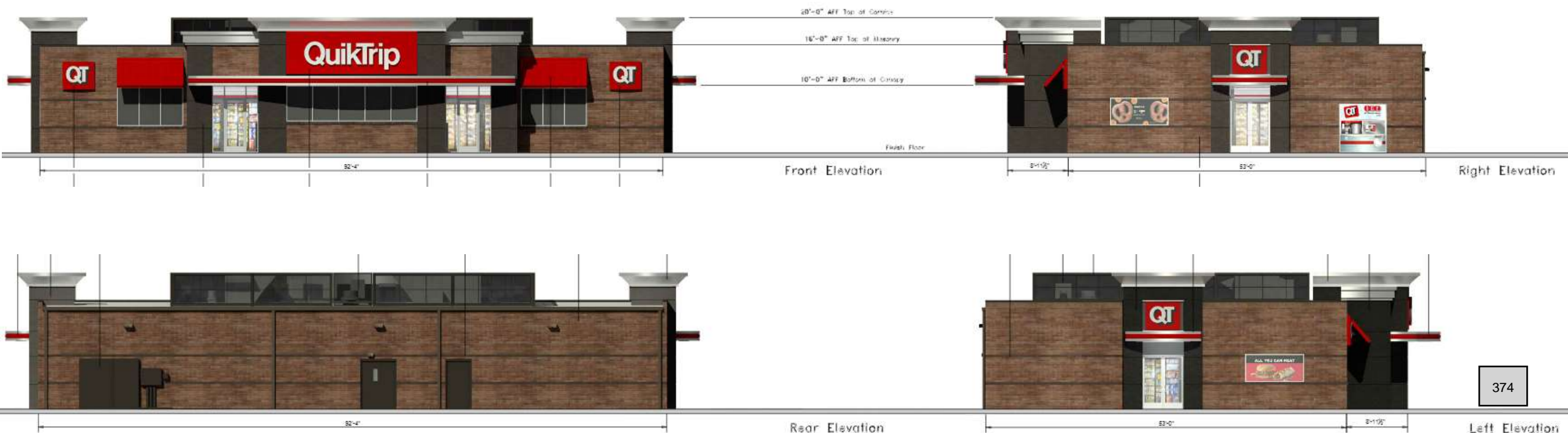
A separate variance request has been submitted to TxDot (shown in yellow) for E Renfro



E Renfro QuikTrip – Site Plan

Building Renderings

Modern QuikTrip design utilizing a masonry brick (bronze stone), brushed aluminum, and red polycarbonate accents

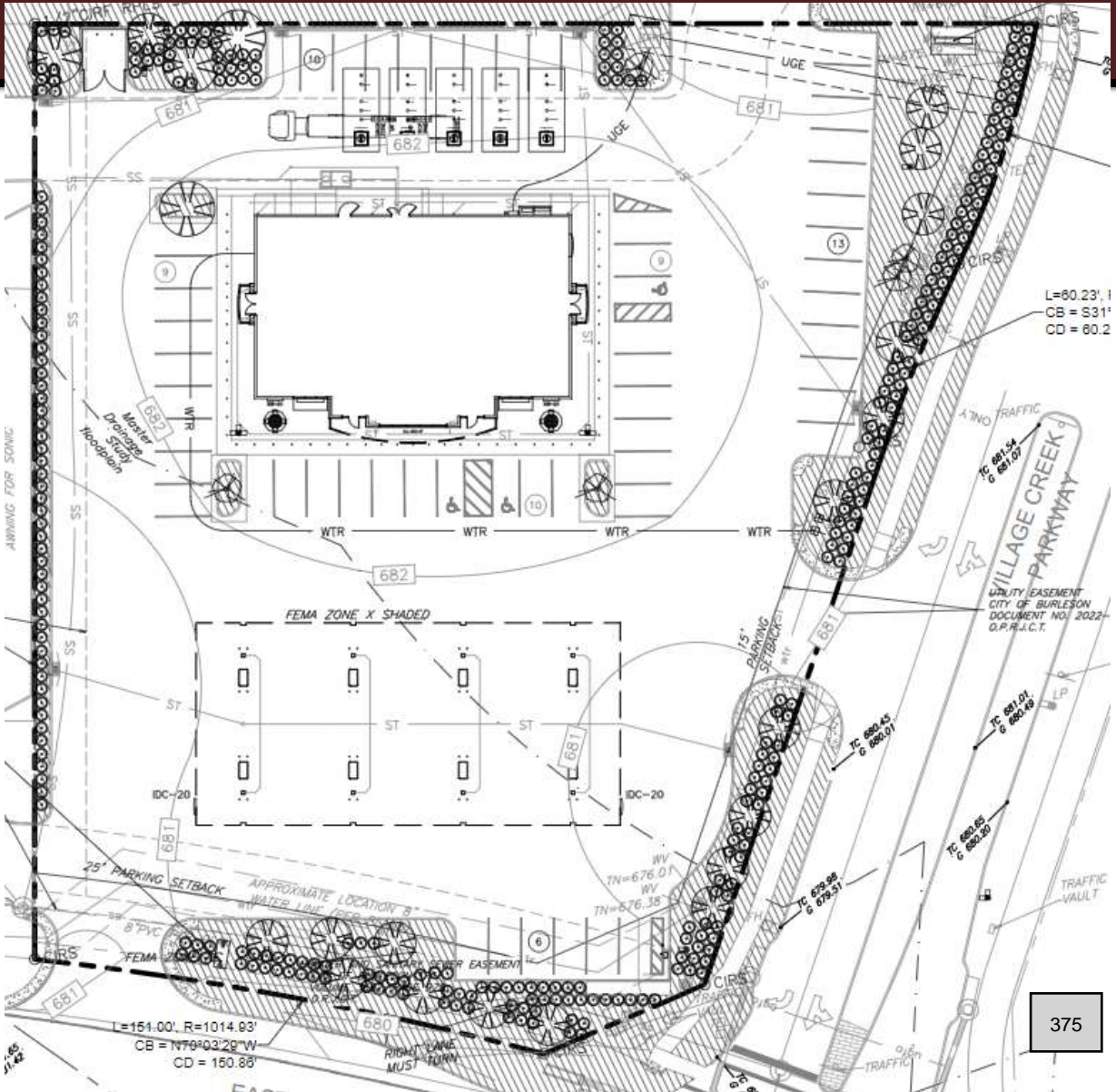


E Renfro QuikTrip – Site Plan

Landscaping

Required 13,869 SF
Providing 13,873 SF

USE	SYMBOL	COMMON NAME <i>Botanical Name</i>	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES
SHRUBS		LOROPETALUM (CHINESE FRINGE FLOWER) <i>Loropetalum chinese var. rubrum</i>	HEIGHT/SPREAD RATIO = 3:2 15"Ø X 10" HT MIN	230
		NEEDLE POINT HOLLY <i>Ilex Cornuta "Needle Point"</i>	HEIGHT/SPREAD RATIO = 3:2 24"Ø X 16" HT MIN	0
FRONTAGE TREES		CRAPE MYRTLE <i>Lagerstroemia Indica</i>	3" CALIPER (TOTAL) 6' HT	0
		CHINESE PISTACHE <i>Pistacia Chinensis</i>	2" CALIPER 12' HT 3" DIAMETER	17
		CHINESE PISTACHE <i>Pistacia Chinensis</i>	2" CALIPER 12' HT 6" DIAMETER	8
		GINKGO (Maidenhair Tree) <i>Ginkgo Biloba (Male Species)</i>	2" CALIPER 12' HT	0



E Renfro QuikTrip – Site Plan

Site Conformance Table

<i>Required</i>	<i>Staff's Findings</i>
<u>Lot Size, Coverage and Setbacks</u> Specific lot information as shown on site plan	Complies. Site plan is in compliance with all development regulations with exception of requested waivers to the parking setback and drive access spacing
<u>Landscaping</u> 20% of Total Site shall be landscaped 13,869 SF required	Complies. Providing 13,873 SF
<u>Parking Requirement</u> 1 space per 200 SF (27 spaces)	Complies. 57 spaces / 3 ADA

E Renfro QuikTrip – Site Plan

Utilities & Drainage:

City water and sewer utilities are available to the site. The proposed improvements/ additional impervious area does not warrant detention per City of Burleson's standards. Overall drainage patterns will remain as they are today.

Traffic:

A variance to TxDOT regulations has been submitted for driveway spacing along E Renfro. Permits will not be issued until staff and TxDOT review and approve the access and any variance(s) that are granted.

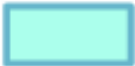

E Renfro QuikTrip – Site Plan

Public Hearing Notice

- Public notices mailed to property owners within 300 feet of subject property
- Published in newspaper
- Signs Posted on the property



Legend

-  Subject Property
-  Properties within 300 ft
-  300 ft Buffer

E Renfro QuikTrip – Site Plan

P&Z Summary

Vote

Recommend unanimous approval of the site plan with a waiver to the parking setback and disapproval of the drive access spacing variance

Discussion

Ingress and egress to the site currently and proposed. Shared access with the adjacent (Sonic). TxDot review and process for the proposed access off of E Renfro

Speakers

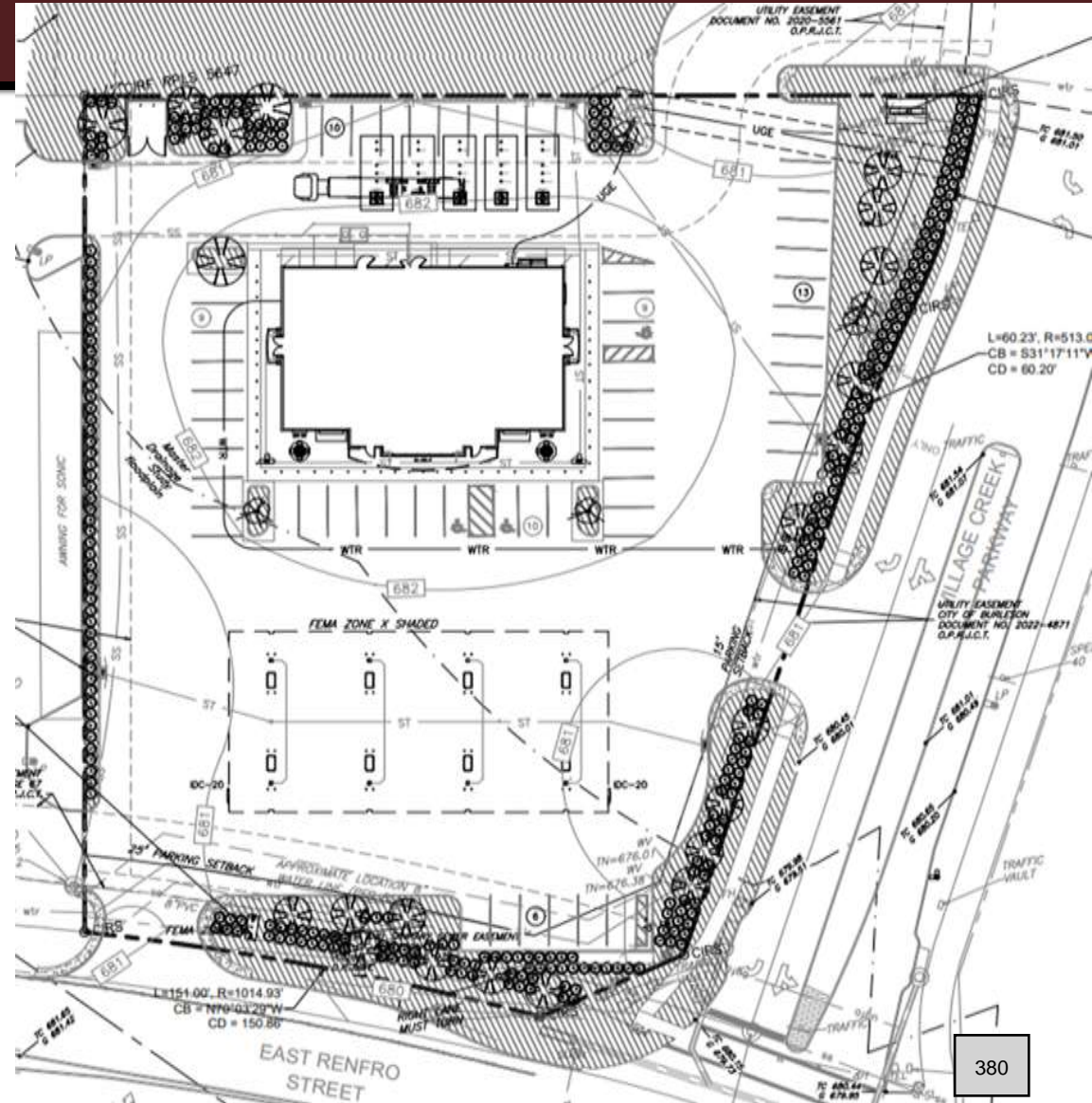
Applicant's team

E Renfro QuikTrip – Site Plan

Staff Recommendation

Approval of a commercial site plan with a waiver to the IH35 parking setback requirement (Case 22-106).

Disapproval of the request for a waiver to the driveway spacing requirement along Village Creek.





August 22nd, 2022

Lidon Pearce

Development Services Department

Senior Planner City of Burleson, TX

*Project: QT-1872 Burleson Texas
Renfro and Village Creek Parkway*

QuikTrip Would like to request a variance to the driveway spacing requirements on Village Creek Parkway and a variance to the driveway spacing for a right in right out on Renfro Street. Please reference the site plan associated with this request. This request seeks to modify the requirement of 200 feet of spacing to be 123 feet on village creek parkway and XXX feet on Renfro Street. The requirement is based on table 1 of the Burleson Design standards manual. The proposed driveway on Renfro is being provided with a non standard right turn lane in order to mitigate the impacts from the spacing relief.

In order for QuikTrip to provide a facility with adequate access for staff and customers the variance is needed. The layout of the existing access does not allow for driveway spacing to be met and the location provided serves as a compromise for the proposed development. The existing driveway and intersection of Renfro Street on Village Creek Parkway does not allow for the minimum spacing requirements needed. The driveway on Renfro Street will serve to provide access to east bound traffic and prevent congestion at the existing access point on Renfro street.

We hope that staff will consider the requested variances and we seek approval of a waiver to the ordinance.

Sincerely,

Tommy Vilbig, P.E.

469-907-4377 (Direct) tommy@vilbig.com 214-352-7333 (Office)

Vilbig & Associates, PLLC | 517 W Woodard | Denison, TX 75020 | www.vilbig.com |

Tx. Eng. Firm No. F-5614 | Tx. Surv. Firm No. 10033000

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August 22nd, 2022

Lidon Pearce

Development Services Department

Senior Planner City of Burleson, TX

Project: QT-1872 Burleson Texas
Renfro and Village Creek Parkway

QuikTrip Would like to request a variance to the parking setback ordinance Sec 5-51
Landscaping subsection D

(d)Perimeter. All parking areas adjacent to a major or minor arterial street, as shown in the master thoroughfare plan, shall be located a minimum of 25 feet from the right-of-way line. All parking areas adjacent to a major or minor collector street, as shown in the master thoroughfare plan, shall be located a minimum of 15 feet from the right-of-way line

In order for QuikTrip to provide a facility with adequate parking for staff and customers the variance is needed. The layout of the property does not allow for alternative locations for parking spaces. The land area between the existing restaurant to the west and the existing Village Creek ROW to the east constrains the site.

We hope that staff will consider the requested setback variances and we seek approval of a waiver to the ordinance

Sincerely,

Tommy Vilbig, P.E.

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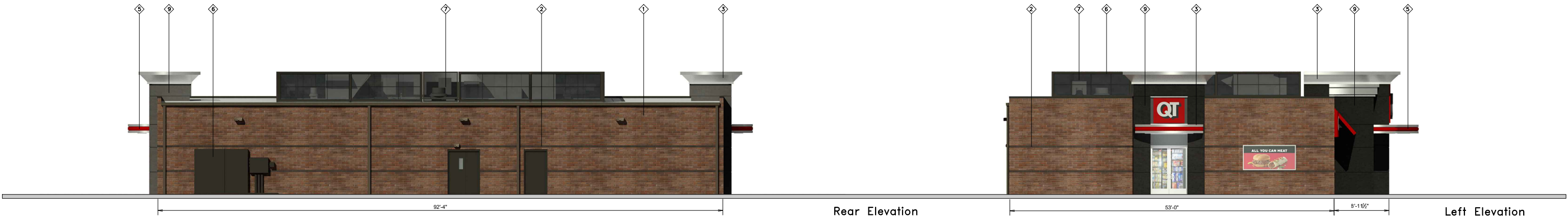
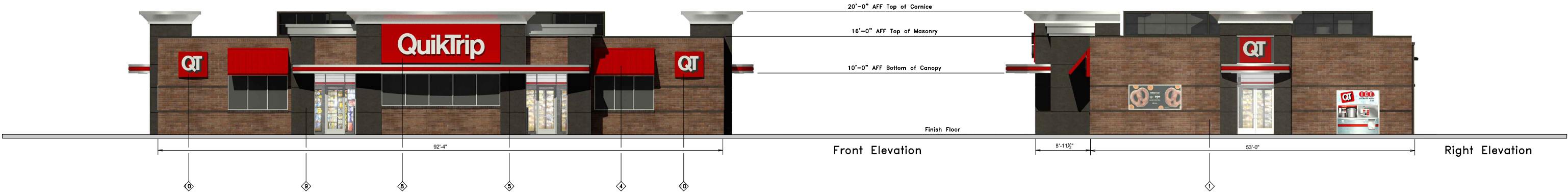
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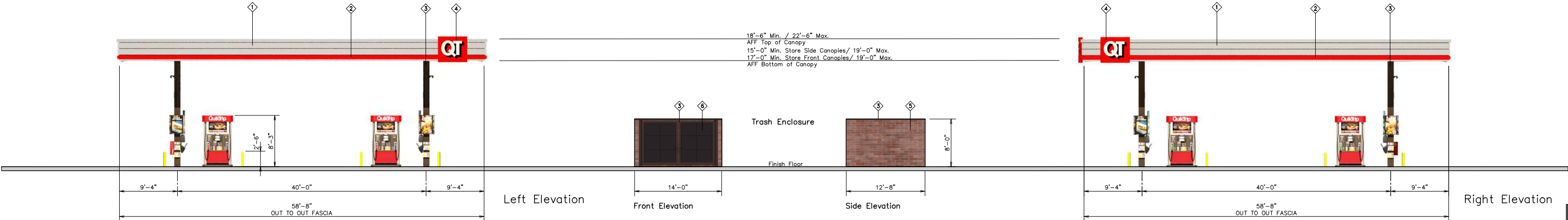
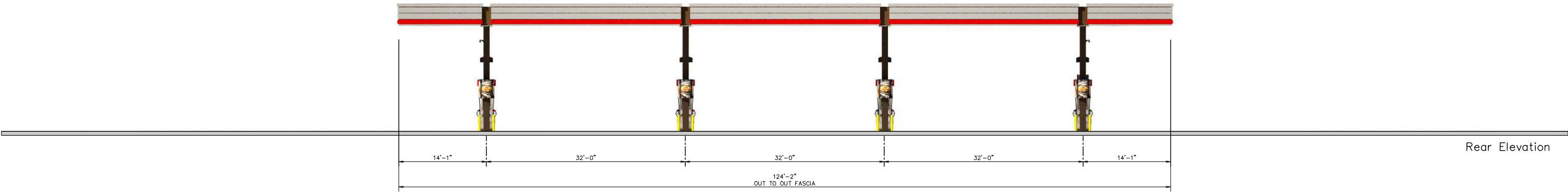
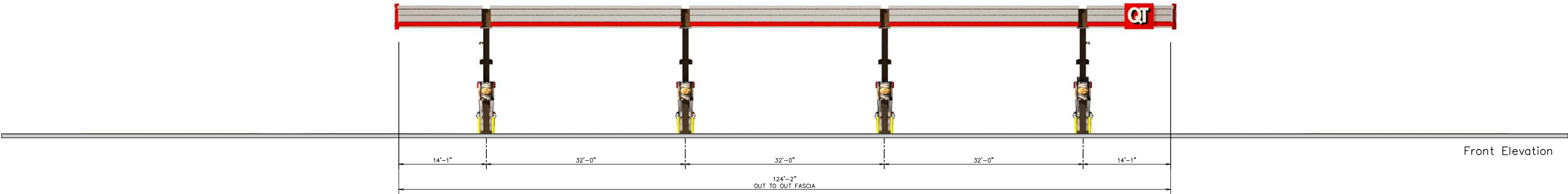


QuikTrip.
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store # 1872		G3SE Building Elevations		Address: NEC of Renfro and Village Pkwy		City, State: Burleson, TX	
Serial # 08-1872-G3SE	Scale: 1/16"=1'-0"	Issue Date: 06.09.22	Drawn By: JK	Rev/Notes:	COPYRIGHT © 2011 QUIKTRIP CORPORATION DESIGN PATENTS QUIKTRIP PLANS ARE THE EXCLUSIVE PROPERTY OF QUIKTRIP CORPORATION, TULSA, OKLAHOMA. THESE PLANS ARE PROTECTED IN THEIR ENTIRETY BY DOMESTIC AND INTERNATIONAL COPYRIGHT AND PATENT STATUTES. ANY UNAUTHORIZED USE, REPRODUCTION, PUBLICATION, DISTRIBUTION OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.		

①	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOLDS	FASCIA
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN-WILLIAMS	METAL PAINT
7	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
8	CL-60R	ALLEN INDUSTRIES	SIGNAGE
9	GRANITE	STO	A100G EIFS
10	IDB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE

383



QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store # 1872 Double Stack 8 Canopy Elevations

Serial # 08-1872-GD08

Scale: 1/16"=1'-0"

Issue Date: 06.09.22

Address: NEC of Renfro and Village Pkwy

Drawn By: JK

Rev/Notes:

City, State: Burleson, TX

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①	FINISH	MANUFACTURER	SPECIFICATION
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2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN - WILLIAMS	METAL PAINT
4	IDC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH



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INTERIM REVIEW ON
SEPTEMBER 15TH
2022. IT IS NOT TO
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QuikTrip No. 1872
EAST RENFRO ST & FM HIGHWAY 3391
BURLESON, TX



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DIVISION:
VERSION: 001
DESIGNED BY:
DRAWN BY:
REVIEWED BY:

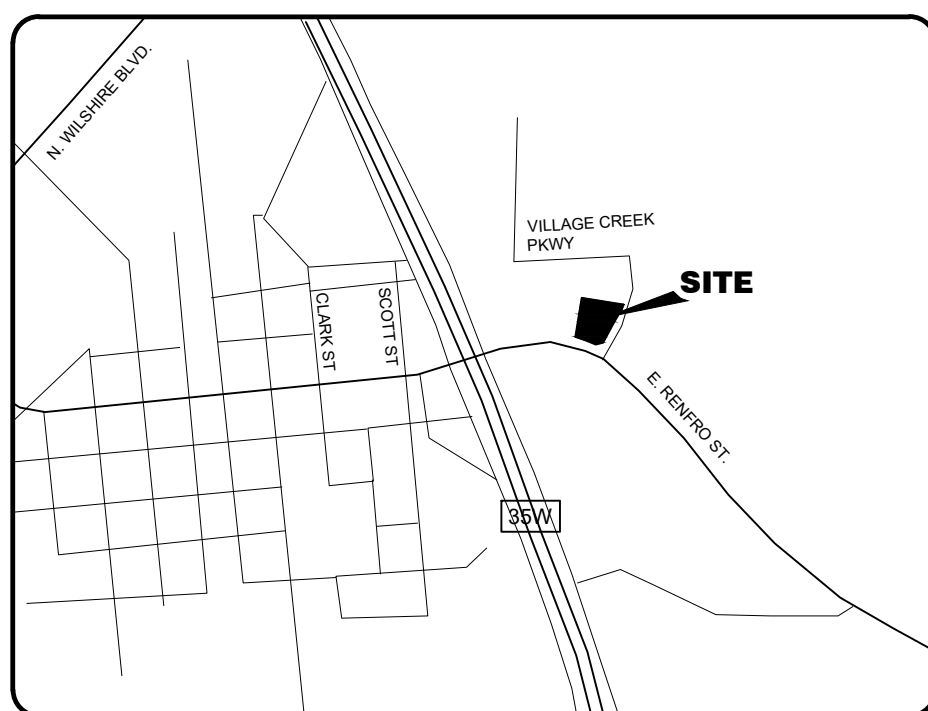
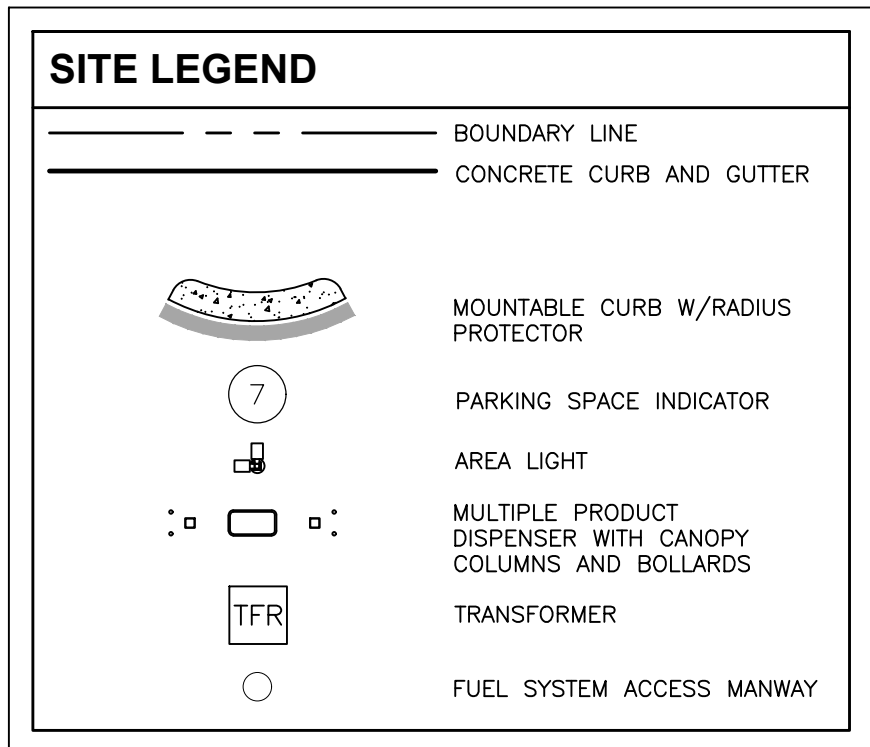
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SHEET TITLE:

PRELIMINARY SITE PLAN

SHEET NUMBER:

3



LOCATION MAP
NOT TO SCALE

SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	CSO 948-12-2018 IH-35 OVERLAY
PROPOSED ZONING	GENERAL RETAIL WITH SUP
PROPOSED LAND USE	C-STORE WITH RETAIL FUEL SALES
LOT AREA (SQUARE FEET & ACRES)	69,344 SQFT - 1.59 ACRES
BUILDING FOOTPRINT AREA (SQUARE FEET)	5,312 SQFT
TOTAL BUILDING AREA (SQUARE FEET)	5,312 SQFT
BUILDING HEIGHT (# STORIES)	1 STORY
BUILDING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT)	20'0"
LOT COVERAGE (PERCENT - X.XX%)	7.6%
PARKING	
REQUIRED PARKING RATIO (FROM ZONING ORDINANCE)	1 SPACES PER 200 SQFT
REQUIRED PARKING (# SPACES)	27
PROVIDED PARKING (# SPACES)	57
ACCESSIBLE PARKING REQUIRED (# SPACES)	3
ACCESSIBLE PARKING PROVIDED (# SPACES)	3

PAVEMENT SECTIONS FOR PARKING LOT MUST BE ONE OF THE FOLLOWING:

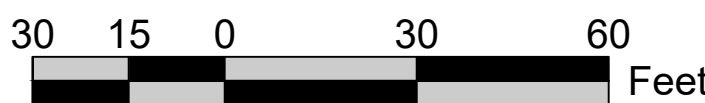
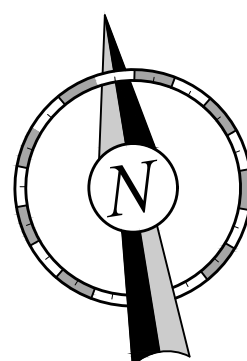
- 5" Cement (#4 bars on 24" centers) on 6" Stabilized Subgrade (30 lbs/sy min.) on 95% compacted soil
- 6" Cement (#4 bars on 24" centers) on 95% compacted soil
- 6" HMAC on 6" Stabilized Subgrade (30 lbs/sy min.) on 95% compacted

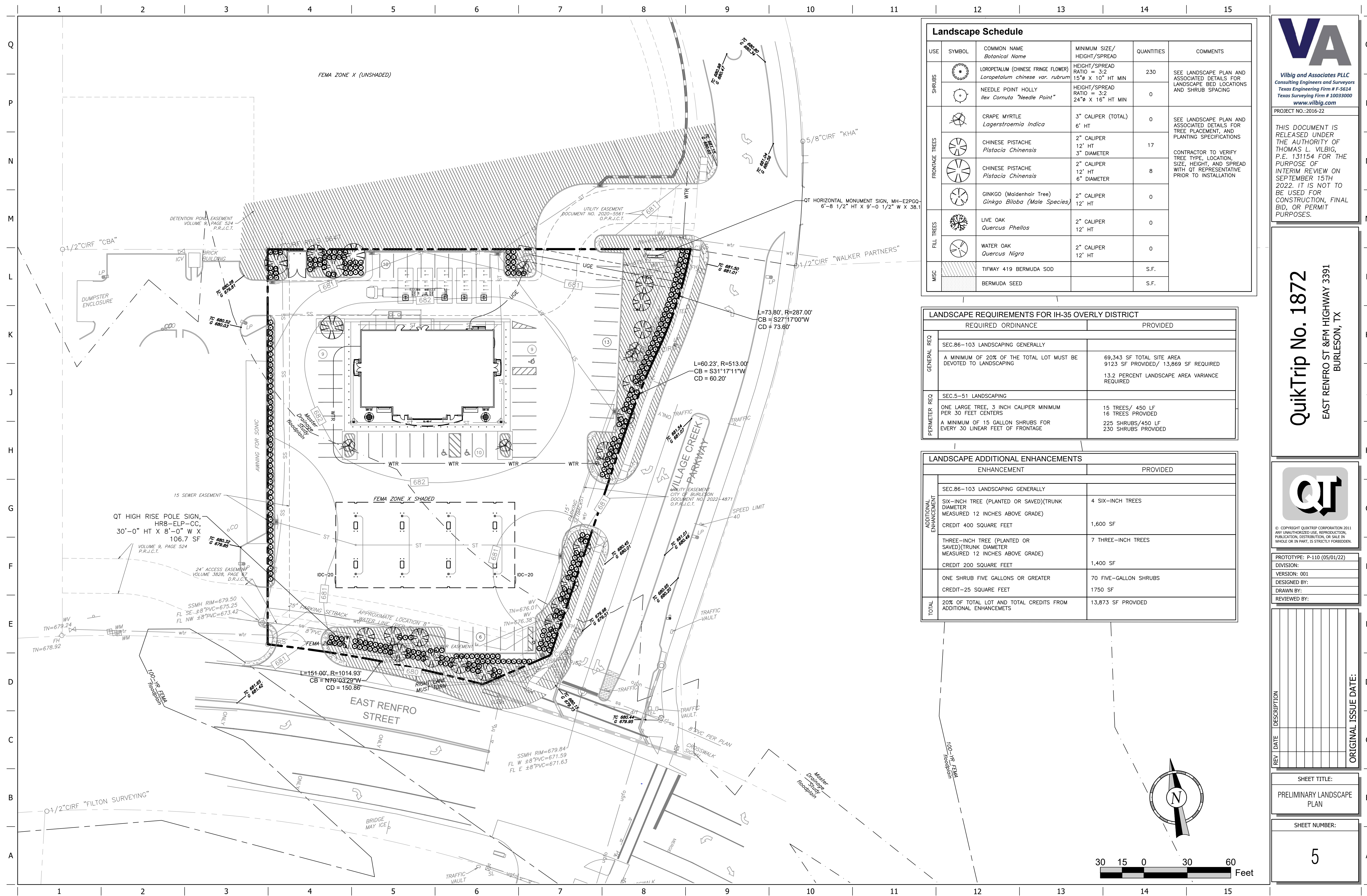
PAVING FOR FIRE LANE MUST BE ONE OF THE FOLLOWING:

- 6" Cement (#4 bars on 24" centers) on 6" Stabilized Subgrade (30 lbs/sy min.) on 95% compacted soil
- 8" Cement (#4 bars on 24" centers) on 95% compacted

ENGINEER
VILBIG AND ASSOCIATES
TOMMY VILBIG P.E.
517 W. WOODARD ST.
DENISON, TEXAS 75020
TEL: (214) 352 7333

QT REAL ESTATE PROJECT MANAGER
QUIKTRIP CORPORATION
BRYAN CLARK
1120 N INDUSTRIAL BLVD
EULESS, TX 76039
TEL:(817) 786 3227





City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director Development Services

MEETING: January 9, 2023

SUBJECT:

QuikTrip at 449 E Renfro (Case 22-120): Consider approval of a resolution for a variance to allow a pole sign; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

SUMMARY:

On August 22, 2022, an application was submitted by Bryan Clark representing QuikTrip South LLC, on behalf of the owner (Stephen Eisner) for a sign variance to allow a pole sign at 449 E Renfro. The City's sign regulations do not allow pole signs to be erected outside of the North Wilshire Sign Corridor, or on properties that do not have frontage on IH35. The applicant is requesting a pole sign of 30 ft. in height and up to 150 sq. ft. in sign area. The applicant's justification for approval in granting the variance has been attached as Exhibit 3.

Planning Analysis

Section 63-56 (Pole Signs) of the Sign Ordinance contains the following requirements:

(a) Location.

- (1) Signs must be premises signs.
- (2) Signs shall not be allowed in residentially zoned districts.
- (3) Signs shall maintain a 100-foot separation from an adjacent pole sign on each premises and minimum of 50 feet on adjacent premises on the same side of the street.
- (4) Signs shall be allowed to locate on premises with frontage onto IH 35 and within the North Wilshire Sign Corridor only.

(b) Area. Maximum 200 square feet.

(c) Height.

- (1) Maximum 30 feet within the North Wilshire Sign Corridor.
- (2) Maximum 50 feet on premises adjacent to IH 35.

(3) Signs must maintain a ten-foot clearance from ground to sign.

(d) Number of signs. One per premises.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

Consideration	Applicants Justification
<i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.	Based on applicants provided justification Disagree. Commercial use directly across E Renfro has a monument sign and no pole sign.
The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.	Agree. Adjacent applicants with similar uses and closer to IH35 have pole signs.
Special conditions and circumstances do not <i>result from the actions of the applicant(s)</i> and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.	Disagree. New development
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare	Based on applicants provided justification Disagree based on existing adjacent residential at Village Creek Pkwy
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and	Based on applicants provided justification Agree –recommend limiting to 30 ft. and 150 sq. ft. if variance is granted

Granting the variance will be in harmony with the <i>spirit and purpose</i> of this chapter.	Based on applicants provided justification Disagree based on existing adjacent residential at Village Creek Pkwy
---	--

OPTIONS:

- 1) Approve the sign variance with or without conditions;
- 2) Deny the sign variance.

RECOMMENDATION:

Staff recommends disapproval of the resolution for a sign variance for a pole sign. It is staff's determination that there are no unique conditions involving the property, and no demonstrable special hardships or site development difficulties.

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
 Director of Development Services
tmcilwain@burlesontx.com
 817-426-9684

E Renfro QuikTrip

Location:

- 449 E Renfro
- 1.5919 acres

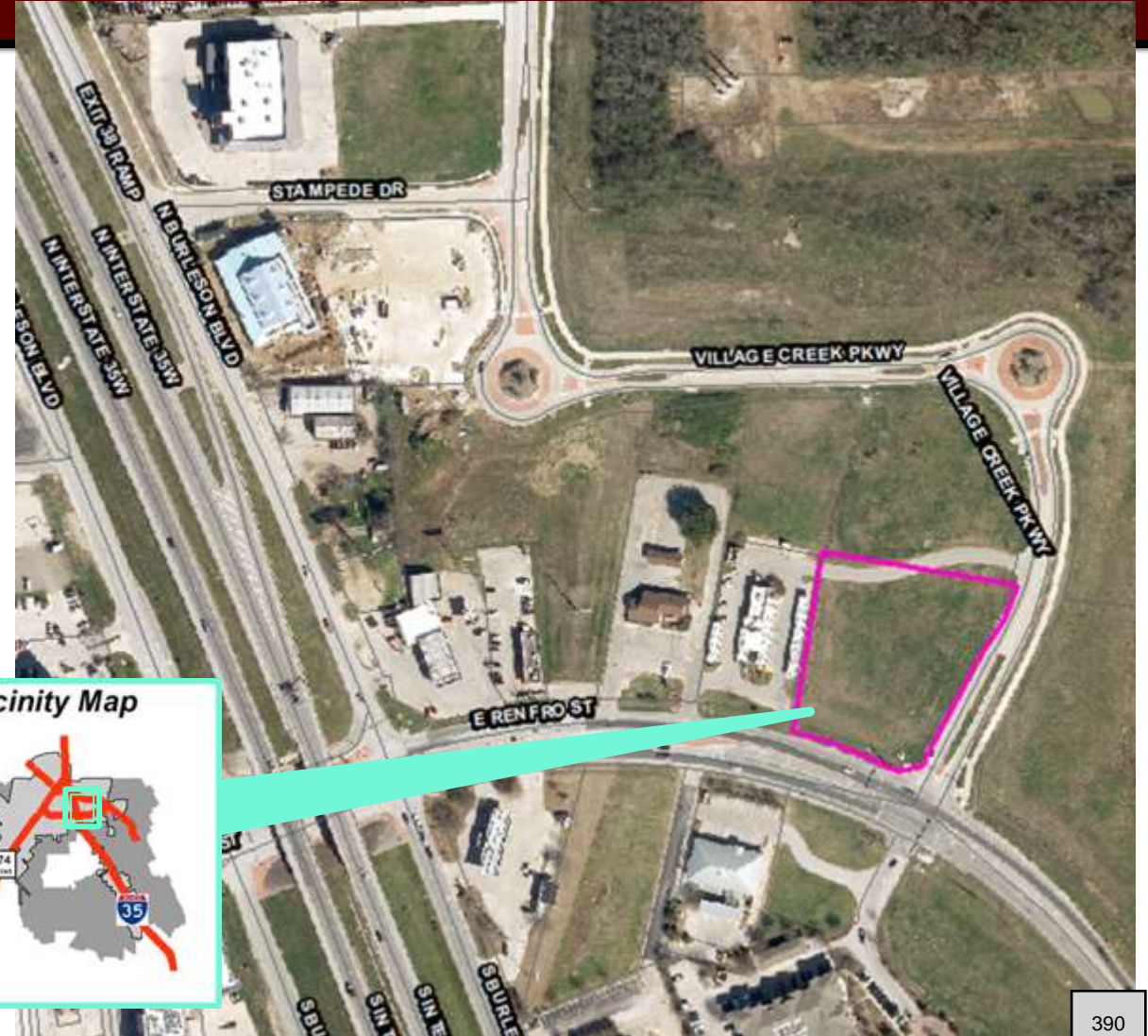
Applicant:

Bryan Clark

QuikTrip South LLC

Item for approval:

Sign Variance (Case 22-120)



E Renfro QuikTrip

Sign Variance Summary:

Section 63-56 (Pole Signs) of the Sign Ordinance contains the following requirements:

(a) Location.

- (1) Signs must be premises signs.
- (2) Signs shall not be allowed in residentially zoned districts.
- (3) Signs shall maintain a 100-foot separation from an adjacent pole sign on each premises and minimum of 50 feet on adjacent premises on the same side of the street.

(4) Signs shall be allowed to locate on premises with frontage onto IH 35 or within the North Wilshire Sign Corridor only.

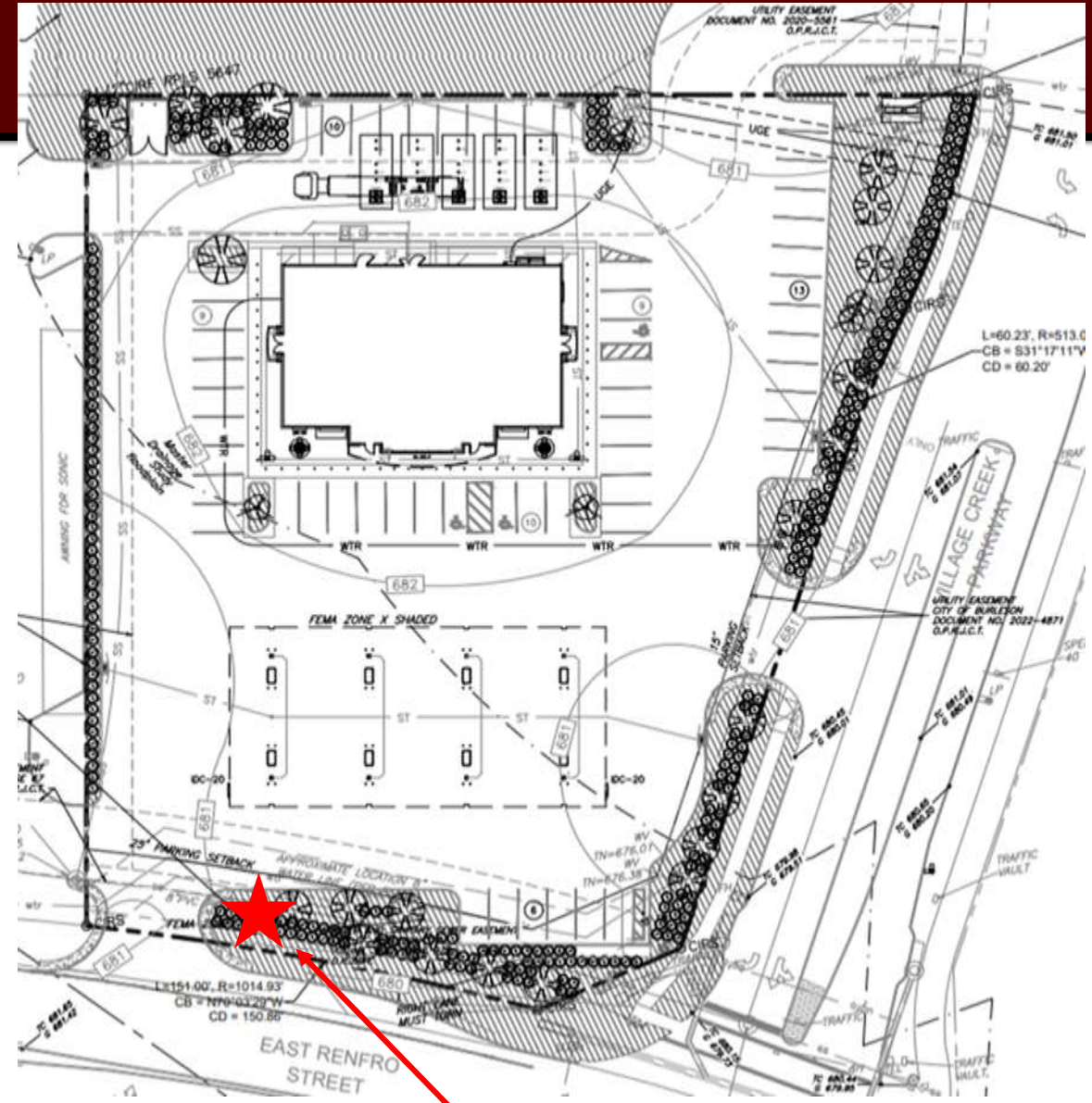
(b) Area. Maximum 200 square feet.

(c) Height.

- (1) Maximum 30 feet within the North Wilshire Sign Corridor.
- (2) Maximum 50 feet on premises adjacent to IH 35.
- (3) Signs must maintain a ten-foot clearance from ground to sign.
- (d) Number of signs. One per premises.

Applicant is requested a pole sign with a maximum height of 30 feet and not to exceed 150 square feet.

Code only allows a monument sign at this location.



Proposed pole sign location

E Renfro QuikTrip

Request:

- A variance to allow a pole sign.

Applicant's Justification:

- The pole sign will match the size and height of other existing poles along Renfro St



View of site from Village Creek Pkwy

E Renfro QuikTrip

Sign Code Criteria For Variance Approval	Staff's Response to Variance Criteria
<i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.	Disagree- Commercial use directly across E Renfro has a monument sign and no pole sign.
The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.	Agree- Adjacent applicants with similar uses and closer to IH35 have pole signs.
Special conditions and circumstances do not <i>result from the actions of the applicant(s)</i> and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.	Disagree- New development.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare	Disagree- Based on existing adjacent residential at Village Creek Pkwy.
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and	Agree-Recommend limiting to 30 ft. and 150 sq. ft. if variance is granted.
Granting the variance will be in harmony with the <i>spirit and purpose</i> of this chapter.	Disagree- Based on existing adjacent residential at Village Creek Pkwy.

E Renfro QuikTrip

Staff recommendation

Staff recommends disapproval of the sign variance for a pole sign.

Staff's determination is that there are no unique conditions involving the property, and no demonstrable special hardships or site development difficulties.





August 22nd, 2022

Lidon Pearce

Development Services Department

Senior Planner City of Burleson, TX

*Project: QT-1872 Burleson Texas
Renfro and Village Creek Parkway*

QuikTrip Would like to request a variance to the pole sign regulations in section Sec. 63-56 of the Burleson code of ordinances. The code allows for pole signs with frontage on IH-35. The site does not currently have frontage on IH-35 and a variance is required to construct a pole sign.

The proposed pole sign is to be 30' tall with a little more than 100 square feet of area. The code allows for a 50 foot tall sign and 200 square feet if the site had frontage on IH-35. This is half the copy area and a significantly reduced height. The pole sign will match the size and height of other existing Pole sign along Renfro street.

We hope that staff will consider the requested variances and we seek approval of a waiver to the ordinance.

Sincerely,

Tommy Vilbig, P.E.

469-907-4377 (Direct) tommy@vilbig.com 214-352-7333 (Office)

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RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A VARIANCE OF CHAPTER 63, SIGN REGULATIONS, TO ALLOW FOR A POLE SIGN AT 449 EAST RENFRO ST.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

WHEREAS, on August 22, 2022, an application was submitted by Bryan Clark representing QuikTrip South LLC, on behalf of the owner (Stephen Eisner) for a sign variance to allow a pole sign at 449 E Renfro; and

WHEREAS, on January 11, 2022, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

WHEREAS, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

WHEREAS, City Council finds and determines that the strict interpretation of Chapter 63 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapter 63; and

WHEREAS, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

WHEREAS, City Council finds and determines that granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

WHEREAS, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63; and

WHEREAS, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63; and

WHEREAS, the City Council finds and determines the conditions attached to the variance, if any, are necessary to achieve the purpose of Chapter 63.

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

Section 1.

City Council hereby grants a variance to Section 63-56(a)(4) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring a pole sign to be located on premises with frontage onto IH 35 or within the North Wilshire Sign Corridor, to allow a pole sign to be located at 449 East Renfro St with the following conditions:

Height: Pole sign shall not exceed 30 feet in height; and

Sign Area: Pole sign shall not exceed 150 square feet in sign area

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the pole sign at 449 East Renfro St.

Section 2.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: January 9, 2023

SUBJECT:

4139 S Burleson Blvd (Case 22-145): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "PD", Planned Development for a 4.13 acre site. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission motion for approval passed 7-0).*

SUMMARY:

On October 17, 2022, an application was submitted by Daniel Welling (owner/applicant) with Welling Investments INC, to rezone approximately 4.13 acres from "A", Agricultural to "PD", Planned Development. The subject PD will provide a base zoning of Industrial that allows for all industrial uses in accordance with the zoning code while prohibiting the following uses from operating at the subject site:

- Auto salvage yards
- Asphalt/concrete batching
- Petroleum or gas well
- Petroleum storage/collection
- Railroad freight terminal
- Railroad passenger terminal
- Railroad team track
- Railroad track or right-of-way
- Sand/gravel/topsoil extraction/storage
- Sexually oriented business (SOB's)

The site currently contains two structures that include a 4,000 square-foot office/warehouse building and a 5,000 square-foot warehouse. According to the owner, the structures were originally built in the 1990's and were used as an auto storage facility for classic cars and personal projects of the previous owner. Welling Investments INC (current owner) acquired the property in 2021 and made some improvements to the site. The cosmetic improvements included a full repaint of the building's exterior and re-laying the gravel base. According to the owner, there is not a tenant lined up to occupy the site at this time, however, receiving approval of the requested zoning change will attract future industrial uses. A draft ordinance for this zoning change request is included in this packet.

Planning Analysis

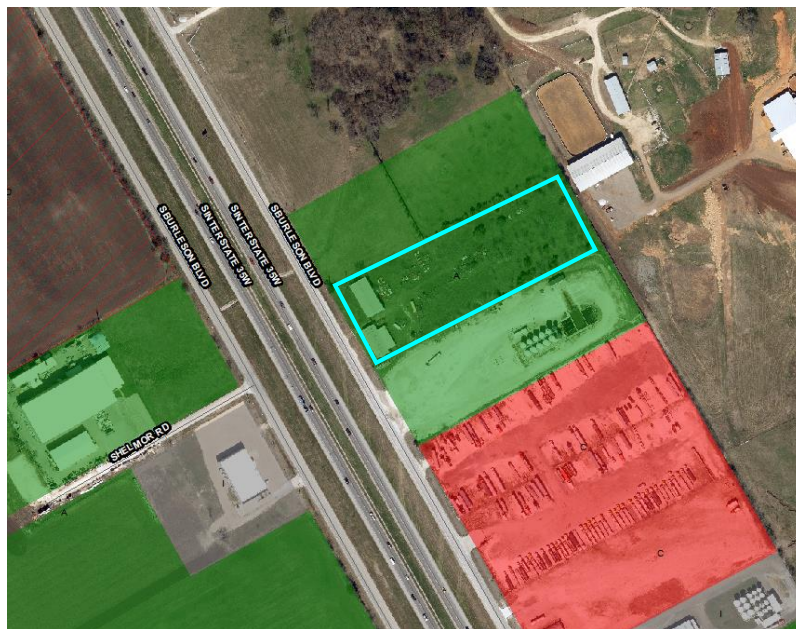
The City's Imagine Burleson 2030 Midpoint Update Comprehensive Plan designates this site as **Employment Growth Center** that provides the following description:

"Employment Growth Centers offer important employment opportunities, occupy large areas of land, and are generally located near major roads. The City's Highpoint Business Park has been a great start to diversifying the economy and bringing world-class industries to the City. This future land use category focuses on the opportunities to expand the development.

This land use category should include a mix of low and medium density industrial buildings and industrial yards and have ample surface parking for cars and trucks. Design standards should be implemented to protect the image from the IH-35W corridor – specifically quality building materials and screening for outside storage. Success of the Employment Growth Center relies on quality road access with wide street lanes and large intersections and may be linked to rail for freight purposes. Transit, sidewalks and other pedestrian features should be limited.

The Employment Growth Center area in Burleson should be marketed to industries with potential for upward mobility of skilled workers such as logistics and warehousing. Limited residential uses focused on workforce housing may be considered."

Per the Employment Growth Center description, the Industrial zoning district is a corresponding district. Subsequently, the requested PD, Planned Development zoning district with a base zoning of I, Industrial is in conformance with the Comprehensive Plan. This property is also located within the IH35 Overlay – any future development must meet the requirements of the City's design standards for the area. These design standards will be evaluated during commercial site plan processes.



	Zoning	Use
Subject Site	A, Agricultural	Developed, Unoccupied
North	A, Agricultural	Undeveloped
East	N/A, ETJ	Developed, Commercial
South	A, Agricultural	Developed, Industrial
West	Agricultural/Industrial	Developed, Industrial

OPTIONS:

- 1) Approve the zoning change request; or
- 2) Approve the zoning request with modifications; or
- 3) Deny the zoning change request.

RECOMMENDATION:

Staff recommends approval of the zoning change request from “A”, Agricultural to “PD”, Planned Development for 4139 S Burleson Blvd as proposed by the applicant.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

December 13, 2022: Planning and Zoning Commission recommendation to approve the PD, Planned Development zoning request as submitted by the applicant was approved by a vote of 7-0.

October 3, 2022: City Council motion to **deny** the request to rezone 4139 S Burleson Blvd to I, Industrial was approved by a vote of 6-0.

September 13, 2022: Planning and Zoning Commission’s recommendation to approve the straight zoning request to I, Industrial was approved by a vote of 4-1.

PUBLIC NOTIFICATION:

Notice was mailed to surrounding property owners within 300 feet of the acreage proposed for this zone change and published in the newspaper in accordance with City ordinances and State law. In addition, a sign was placed on the subject property.

At this time staff has not received any formal opposition regarding this case.

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
 Director, Development Services
tmcilwain@burlesontx.com
 817-426-9684

4139 S Burleson Blvd ZC

Location:

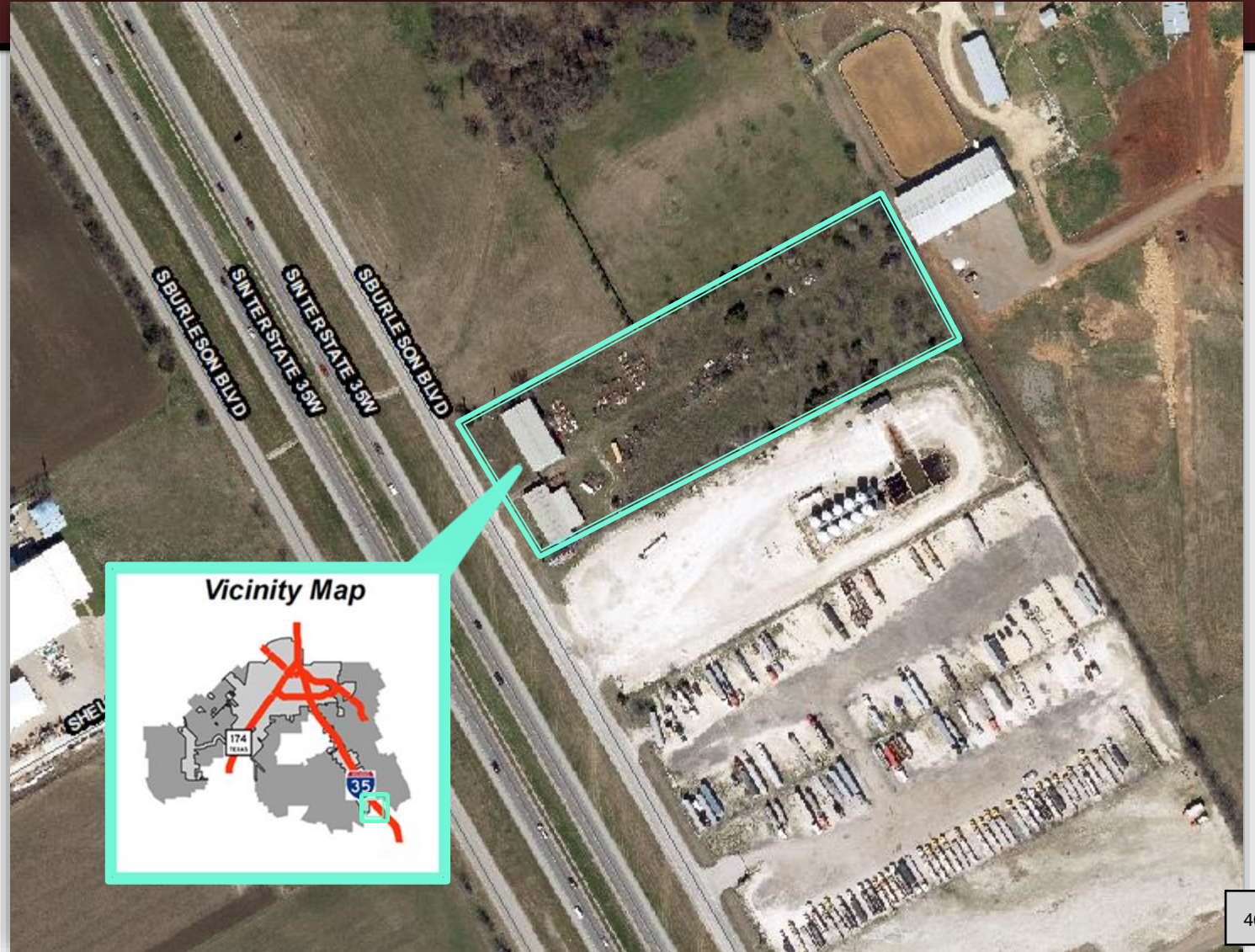
- 4.13 acres
- 4139 S Burleson Blvd

Applicant/Owner:

Daniel Welling

Item for approval:

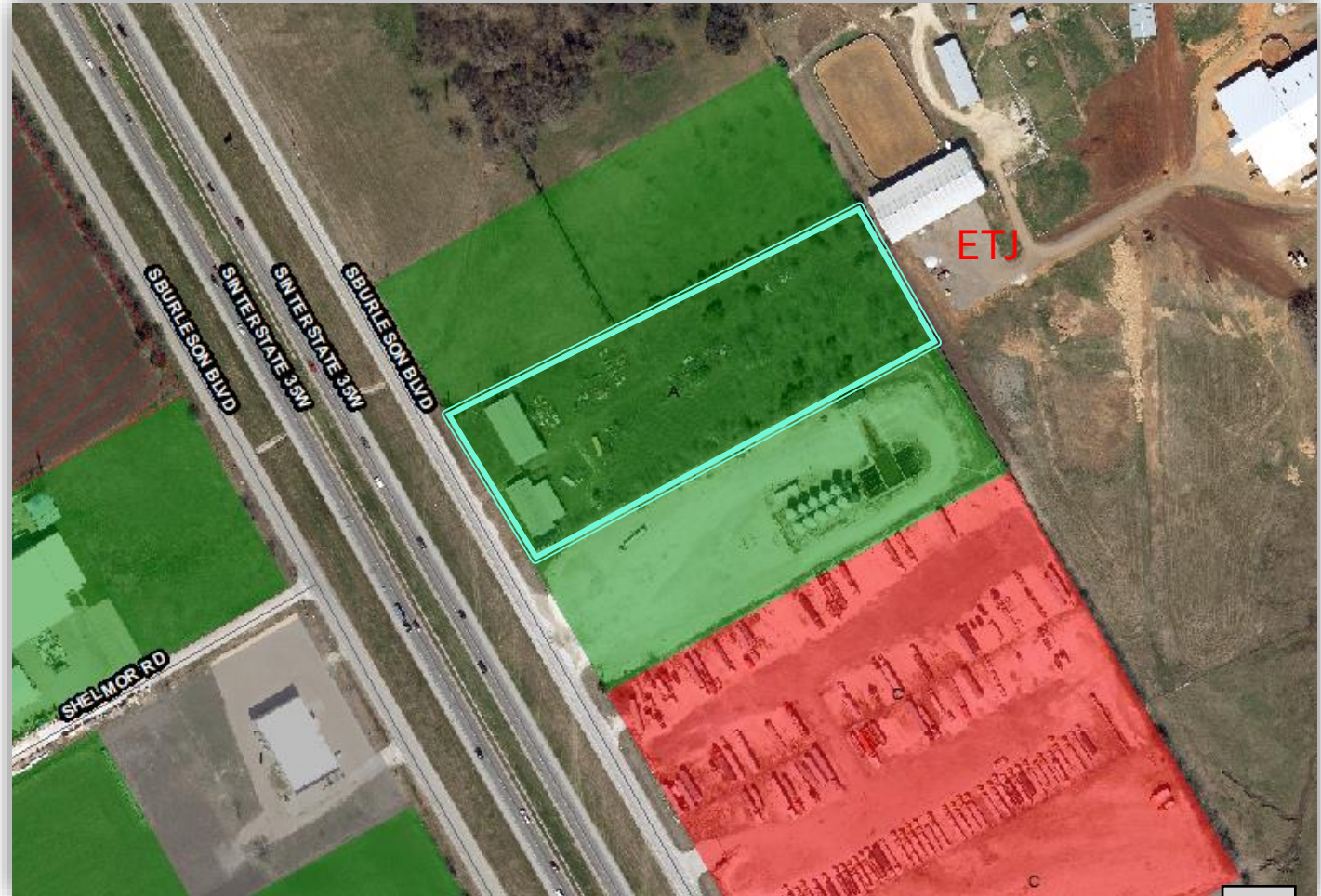
Zoning Change (Case 22-145)



4139 S Burleson Blvd ZC

Zoning Information

- Current zoning is Agricultural
 - Contains two structures on site (built in 1990's):
 - 4,000sqft office/warehouse
 - 5,000sqft warehouse
- Applicant is requesting a zone change to PD, Planned Development.
 - Base Zoning of I, Industrial
 - Allow for future industrial uses to occupy and operate on the subject property.



4139 S Burleson Blvd ZC

Zoning Restrictions

- Applicant is requesting a zone change to PD, Planned Development.
 - Base Zoning of I, Industrial
 - All industrial uses in accordance with the zoning code are permitted by right with the exception of the following prohibited uses:

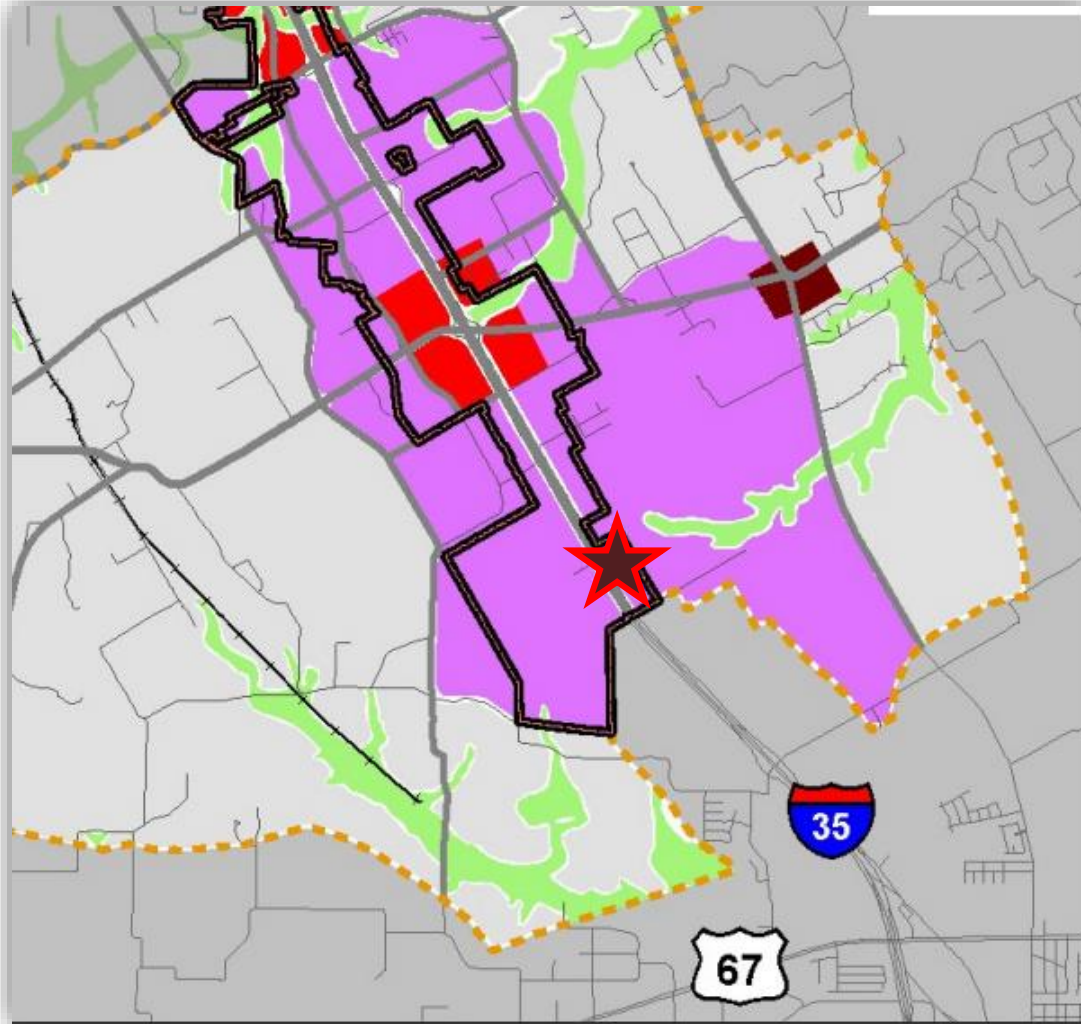


Prohibited Uses:

- Asphalt/concrete batching
- Auto salvage yards
- Petroleum or gas well
- Petroleum storage/collection
- Railroad freight terminal
- Railroad passenger terminal
- Railroad team track
- Railroad track or right-of-way
- Sand/gravel/topsoil extraction storage
- Sexually oriented businesses (SOB's)

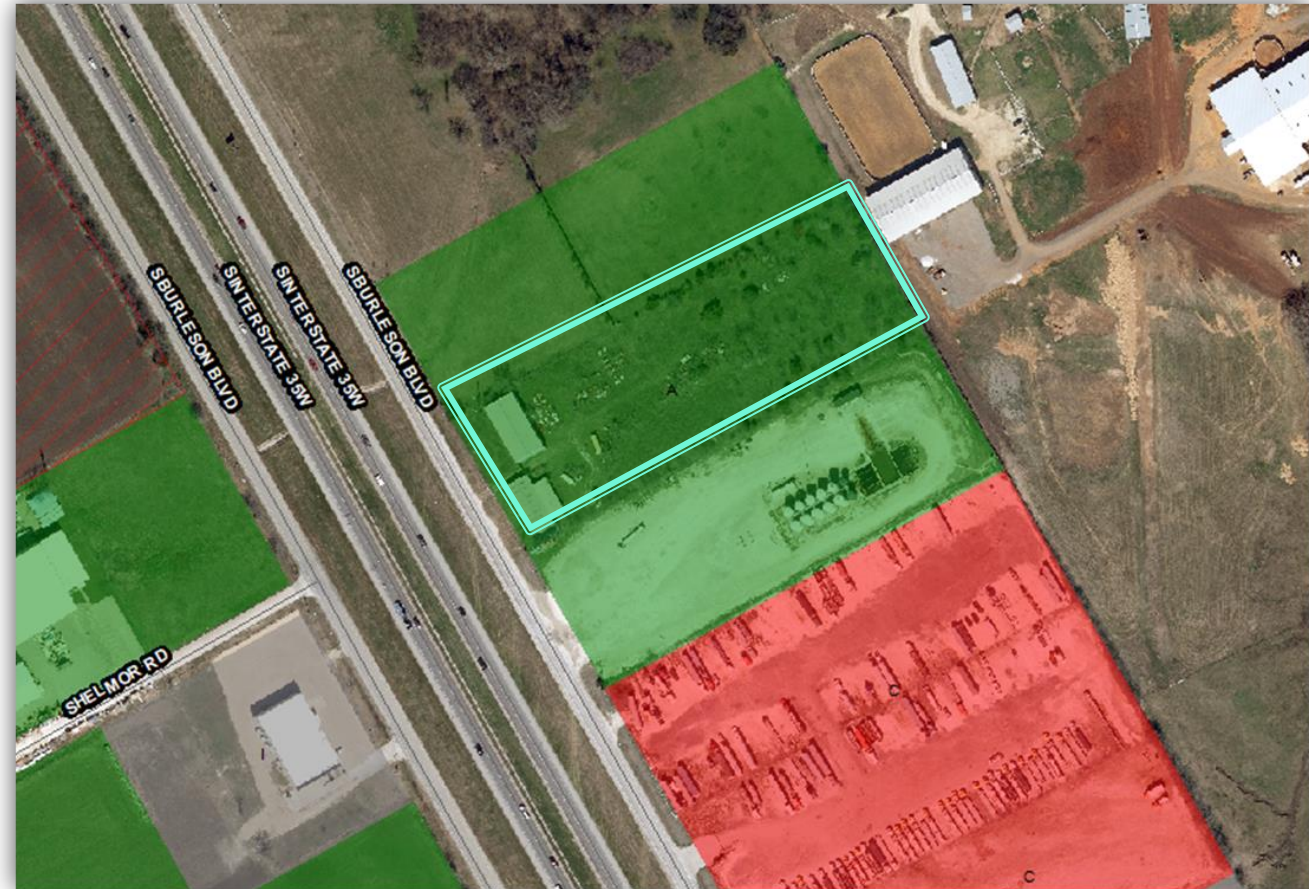
Comprehensive Plan

Employment Growth Center



Current Zoning

Agricultural



4139 S Burleson Blvd ZC

Public Hearing Notice

- Public notices mailed to property owners within 300 feet of subject property.
- Published in newspaper.
- Sign posted on the property.

Staff has received no inquiries concerning this request.



4139 S Burleson Blvd ZC

P&Z Summary

Vote

Motion to approve the zoning request as requested by the applicant (PD, with restrictions) was approved by a vote of 7-0

Discussion

Applicant previously requested zone change to straight I, Industrial. This was denied by City Council.

Speakers

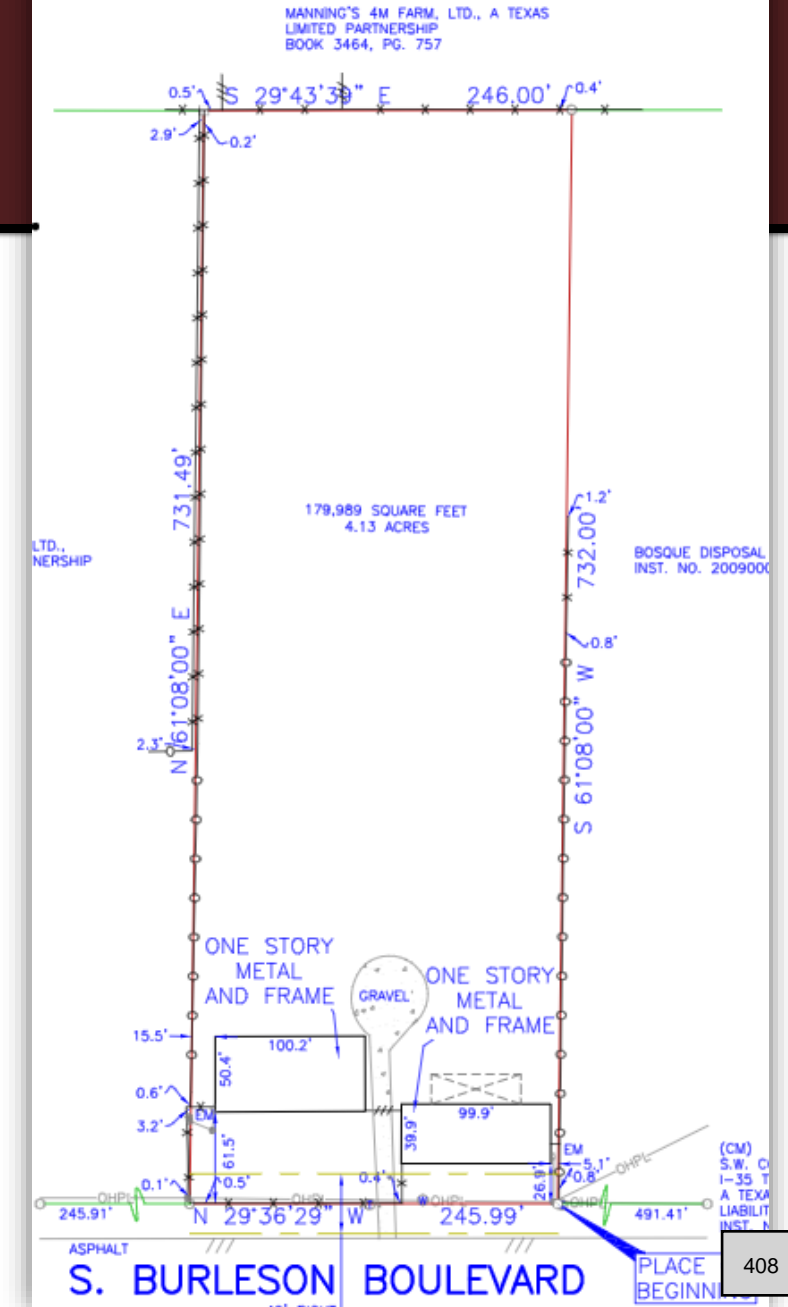
None

4139 S Burleson Blvd ZC

Staff's Recommendation

Staff recommends approval of the zoning change request from "A", Agricultural to "PD", Planned Development for 4139 S Burleson Blvd as proposed by the applicant.

- Staff supports the Planned Development as the conditions established within it restrict the more intensive and undesirable uses allowed by right in the Industrial zoning district.



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 4.13 ACRES OF LAND, ADDRESSED AS 4139 S BURLESON BLVD, AND BEING SITUATED IN THE ISSAC SAUNDERS SURVEY, ABSTRACT NO. 800, CONVEYED BY DEED, AS RECORDED IN VOLUME 3143, PAGE 649, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, FROM A, AGRICULTURAL TO PD, PLANNED DEVELOPMENT DISTRICT, MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, an application for a zoning change was filed by Daniel Welling, Applicant, on October 17, 2022, under Case Number 22-145; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson and shall promote the health, safety and welfare of the community; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

The Official Zoning Map is hereby amended insofar as it relates to certain land described as 4.13 acres of land, addressed as 4139 S Burleson Blvd, and being situated in the Issac Saunders survey,

Abstract No. 800, conveyed by deed, as recorded in Volume 3143, Page 649, official public records, Johnson County, Texas, more particularly described in Exhibit “A” and illustrated in Exhibit “B”, all exhibits being attached hereto and incorporated herein by reference for all purposes, by changing the zoning of said property from Agricultural (A) to Planned Development District (PD).

Section 2.

The Planned Development district, as defined by Exhibit A, shall be subject to the following conditions:

1. **GENERAL**

This property is subject to all the regulations contained in the City of Burleson development codes, except where amended by this Ordinance

2. **PERMITTED LAND USES**

Except as otherwise provided herein, land uses shall be permitted within this PD district shown on Exhibit A and are limited to Industrial district (I) and uses permitted within the IH35 overlay district as defined by the City of Burleson Zoning Ordinance. Except as otherwise provided herein, use and development of the property shall be in accordance with the Industrial district and IH35 design standards.

3. **PROHIBITED LAND USES**

The following land uses are prohibited within the PD district shown on Exhibit A:

- a. Auto salvage yards
- b. Asphalt/concrete batching
- c. Petroleum or gas well
- d. Petroleum storage/collection
- e. Railroad freight terminal
- f. Railroad passenger terminal
- g. Railroad team track
- h. Railroad track or right-of-way
- i. Sand/gravel/topsoil extraction/storage
- j. Sexually oriented business (SOB's)

Section 3.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 4.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 5.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 8.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A- Legal Description

Being all that certain lot, tract or parcel of land situated in the I. Saunders Survey, Abstract No. 800, in Johnson County, Texas and being the same land described in deed to John Glyn Morgan Jones and Constance Julia Jones, recorded in Book 3143, Page 649, Deed Records, Johnson County, Texas (D.R.J.C.T.) and being more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe found for corner in the Northeast line of S. Burleson Boulevard, at the West corner of a tract of land described in deed to Bosque Disposal Systems, LLC., recorded in Instrument No. 200900030552 (D.R.J.C.T.) and at the South corner of said Jones tract;

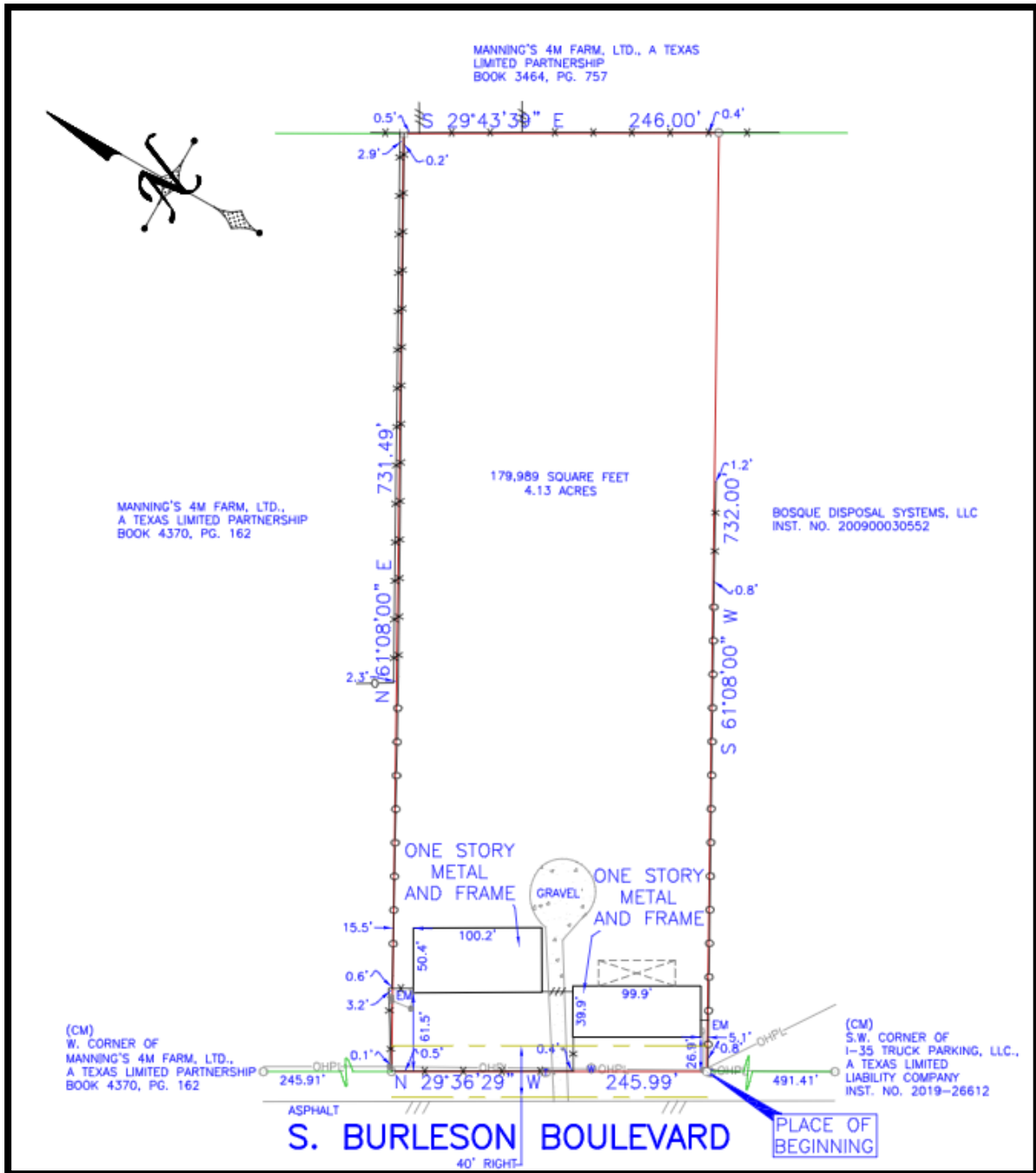
THENCE North 29 degrees 36 minutes 29 seconds West, with the said Northeast line of S. Burleson Boulevard, a distance of 245.99 feet to a 1/2 inch iron rod found at the South corner of a tract of land described in deed to Manning's 4M Farm, LTD., a Texas limited partnership, recorded in Book 4370, Page 162 (D.R.J.C.T.);

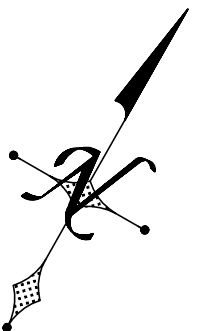
THENCE North 61 degrees 08 minutes 00 seconds East, a distance of 731.49 feet to a 1 inch iron pipe found for corner in the Southwest line of a tract of land described in deed to Manning's 4M Farm, LTD., a Texas limited partnership, recorded in Manning's 4M Farm, LTD., a Texas Limited Partnership, recorded in Book 3464, Page 757, (D.R.J.C.T.), at the East corner of said Manning's 4M Farm tract (Book 4370, Page 162);

THENCE South 29 degrees 43 minutes 39 seconds East, a distance of 246.00 feet to a 1/2 inch iron rod found for corner in the said Southeast line of Manning's 4M Farm tract (Book 3464, Page 757), at the North corner of said Bosque Disposal Systems tract;

THENCE South 61 degrees 08 minutes 00 seconds West, a distance of 732.00 feet to the PLACE OF BEGINNING and containing 179,989 square feet or 4.13 acres of land.

Exhibit B



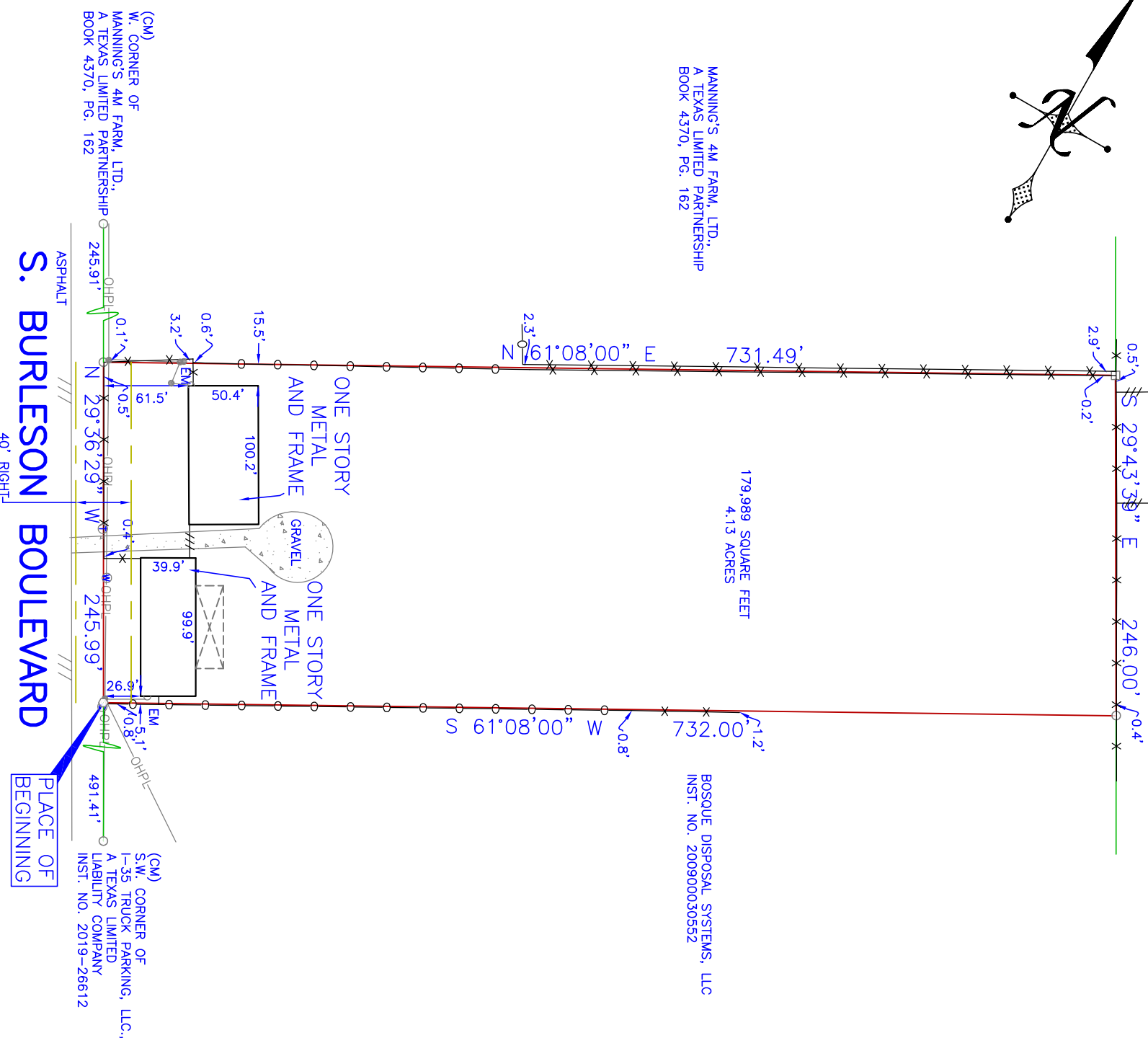


MANNING'S 4M FARM, LTD., A TEXAS
LIMITED PARTNERSHIP
BOOK 3464, PG. 757

MANNING'S 4M FARM, LTD.,
A TEXAS LIMITED PARTNERSHIP
BOOK 4370, PG. 162

179,989 SQUARE FEET
4.13 ACRES

BOSQUE DISPOSAL SYSTEMS, LLC
INST. NO. 200900030552



40' RIGHT-
OF WAY
EASEMENT
AGREEMENT
VOL. 4468,
PG. 11



7509 PENNRIDGE CIRCLE
ROWLETT, TX 75088

FIRM REGISTRATION NO. 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 4139 S. BURRESON BOULEVARD, in JOHNSON COUNTY, Texas.

Being all that certain lot, tract or parcel of land situated in the I. Saunders Survey, Abstract No. 800, in Johnson County, Texas and being the same land described in deed to John Glyn Morgan Jones and Constance Julia Jones, recorded in Book 3143, Page 649, Deed Records, Johnson County, Texas (D.R.J.C.T.) and being more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe found for corner in the Northeast line of S. Burleson Boulevard, at the West corner of a tract of land described in deed to Bosque Disposal Systems, LLC., recorded in Instrument No. 200900030552 (D.R.J.C.T.) and at the South corner of said Jones tract;

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THENCE South 29 degrees 43 minutes 39 seconds East, a distance of 246.00 feet to a 1/2 inch iron rod found for corner in the said Southeast line of Manning's 4M Farm tract (Book 3464, Page 757), at the North corner of said Bosque Disposal Systems tract;

THENCE South 61 degrees 08 minutes 00 seconds West, a distance of 732.00 feet to the PLACE OF BEGINNING and containing 179,989 square feet or 4.13 acres of land.

PROPERTY SUBJECT TO
EASEMENTS & RESTRICTIONS
2016-18189

ACCEPTED BY:

(CM)
W. CORNER OF
MANNING'S 4M FARM, LTD.,
A TEXAS LIMITED PARTNERSHIP
BOOK 4370, PG. 162

(CM)
S.W. CORNER OF
I-35 TRUCK PARKING, LLC,
A TEXAS LIMITED
LIABILITY COMPANY
INST. NO. 2019-26612

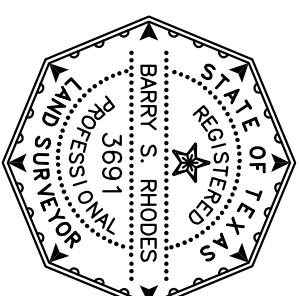
S. BURLESON BOULEVARD

PLACE OF BEGINNING

Scale:	1" = 100'	USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDER SIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM.
Date:	01/14/2021	THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR COMMUNITY NATIONAL TITLE
G. F. No.:	21010005YC	
Job no.:	202100184	
Drawn by:	CMR	



COMMUNITY
NATIONAL TITLE



James H.







City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director Development Services

MEETING: January 9, 2023

SUBJECT:

McNairn Plaza at 826 SW Wilshire Blvd (Case 22-143): Consider approval of a resolution for a sign variance to the setback of a pylon sign; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

SUMMARY:

On October 17, 2022, an application was submitted by Amber Almand with Dynamic Sign Solutions, on behalf of the owner (Retail Partners-Wilshire LLC) for a sign variance to allow a pylon sign to encroach within ten feet (10') of the property line. Per the sign code, all freestanding signs shall be setback a minimum of ten feet from the property line. The applicant is requesting the multi-tenant pylon sign be set back approximately two inches (2") from the northern property line. The applicant's justification for approval in granting the variance has been attached as Exhibit 3.

Planning Analysis

Section 63-50 (Generally) of the Freestanding Sign section of the Sign Ordinance contains the following requirement:

- (a) All freestanding signs shall be setback a minimum ten feet from the property line.

Section 63-57 (Pylon Sign) of the Sign Ordinance contains the following requirements:

- (a) *Location.*
 - 1. Signs must be premises signs.
 - 2. Signs shall be allowed to locate on premises adjacent to IH 35, Chisholm Trail Parkway and within the North Wilshire Sign Corridor.
 - a. North Wilshire Sign Corridor map [see figure 63-H above]. The extent of the North Wilshire Sign Corridor is defined as properties fronting on either side of Wilshire Boulevard, north of Elk Drive and south of IH 35.
- (b) *Area.*
 - 1. Premises adjacent to IH 35 — Maximum 300 square feet - Premises adjacent to Chisholm Trail Parkway — Maximum 200 square feet - Premises adjacent to North Wilshire Sign Corridor:
 - a. Maximum 100 square feet for single tenant.

b. Maximum 150 square feet for multi-tenant.

(c) *Height.*

1. Premises adjacent to IH 35 — Maximum 50 feet - Premises adjacent to Chisholm Trail Parkway — Maximum 30 feet - Premises adjacent to North Wilshire Sign Corridor — Maximum 25 feet; except for multi-tenant buildings in which case an additional 18 inches of sign height may be granted for each business but in no event may exceed a maximum sign height of 30 feet.
2. Signs must maintain a ten-foot clearance from ground to bottom of sign cabinet.
3. Where the average grade of the lot on which a sign is placed is at or above the adjacent street grade, the sign shall be measured from the grade level adjacent to the sign. Where the average grade of the lot is below the adjacent street grade, the sign height shall be measured from the adjacent street grade.

(d) *Number of signs.* One per premises.

(e) A landscaping bed shall be required around the base of the pylon sign and shall be equal in area to one-half the square footage of the sign area. The landscape bed shall be planted with a mix of seasonal material such as annuals or bulbs or low to moderate growth shrubs and decorative trees. The landscape area around the sign shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.

(f) A minimum of 25 percent of the sign structure width must be in contact with the ground. Poles and supports shall be concealed. Pylon signs shall be of similar color, material and design so as to be consistent with the architectural design of the primary structure.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

Consideration	Applicants Justification
<i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.	Based on applicants provided justification Disagree. The irregular shape of lot 4 was designed and submitted by the owner/developer during the site plan process.
The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.	Disagree. Staff is unaware of any adjacent businesses free standing signage abutting property lines.

Special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.	Disagree. New development
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare	Disagree. The proposed signage will be setback roughly two inches from the northern property line and two feet from the curb of the main access drive off Wilshire Blvd.
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and	Agree. In order to achieve sign visibility off Wilshire, the sign is limited to only the location currently proposed.
Granting the variance will be in harmony with the spirit and purpose of this chapter.	Disagree. Proposed location is in direct conflict with the code and is unharmonious with the surrounding area.

OPTIONS:

- 1) Approve the sign variance with or without conditions;
- 2) Deny the sign variance.

RECOMMENDATION:

Staff recommends disapproval of the sign variance for a pylon sign based on the restricted location and encroachment concerns.

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
 Director of Development Services
tmcilwain@burlesontx.com
 817-426-9684

McNairn Plaza Sign Variance

Location:

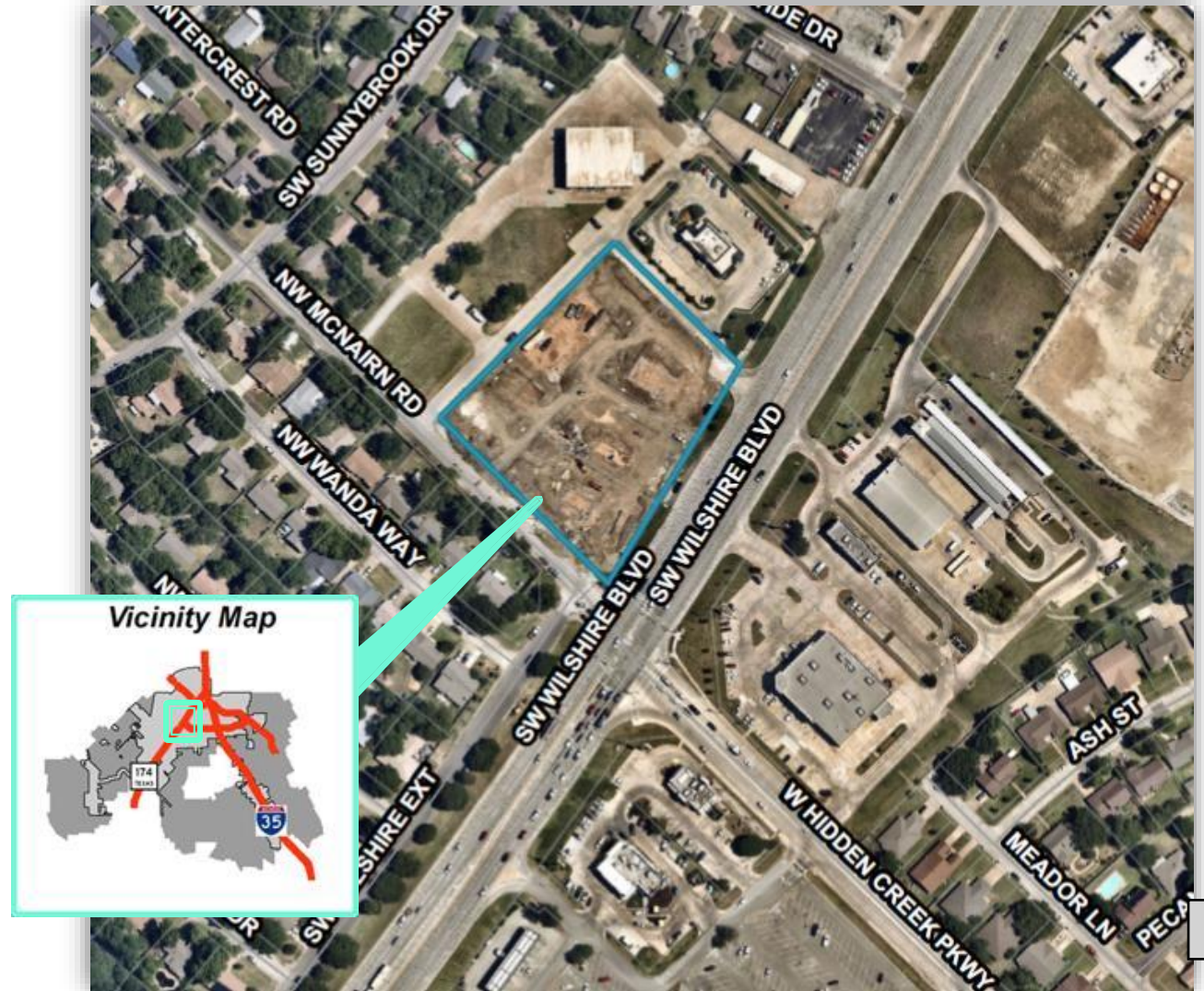
- 826 SW Wilshire Blvd
- 1.07 acres

Applicant:

Amber Almond
Dynamic Sign Solutions

Item for approval:

Sign Variance (Case 22-143)



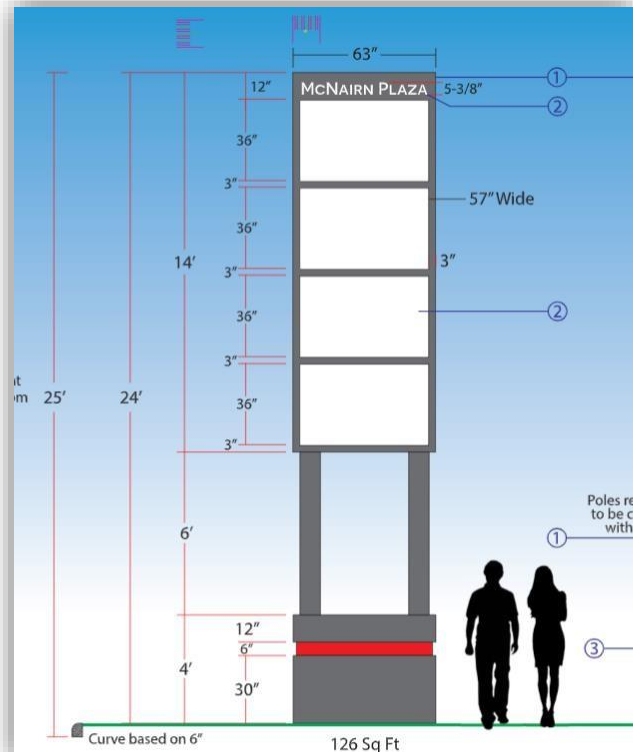
McNairn Plaza Sign Variance

Proposed sign location

Sign Variance Summary:

Section 63-50 (Freestanding Signs - Generally) of the Sign Ordinance contains the following requirement:

- All freestanding signs shall be setback a minimum of ten feet from the property line.



McNairn Plaza Sign Variance

Request:

- A variance to allow a pylon sign to encroach within ten feet of the northern property line – (Setback 2’')

Applicant's Justification:

- The proposed location is the only piece of Lot 4 with direct sign visibility off Wilshire Blvd.



McNairn Plaza Sign Variance

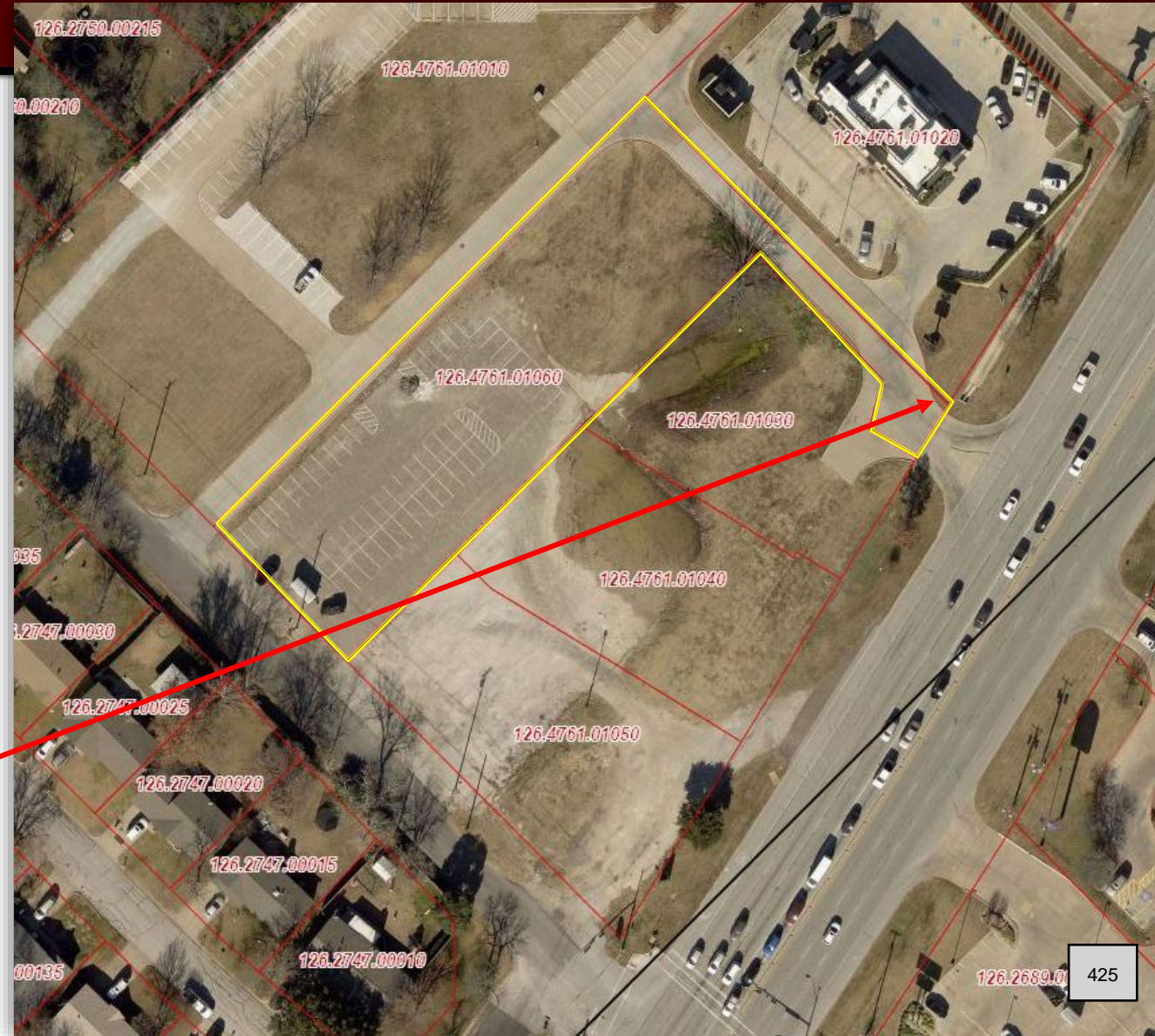
Sign Code Criteria For Variance Consideration	Staff's Response to Variance Criteria
<i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.	Disagree - The irregular shape of lot 4 was designed and submitted by the owner/developer during the site plan process.
The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.	Disagree- Staff is unaware of any adjacent businesses free standing signage abutting property lines.
Special conditions and circumstances do not <i>result from the actions of the applicant(s)</i> and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.	Disagree- New development.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare	Disagree- The proposed signage will be setback roughly two inches from the northern property line and two feet from the curb of the main access drive off Wilshire Blvd.
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and	Agree- In order to achieve sign visibility off Wilshire, the sign is limited to only the location currently proposed.
Granting the variance will be in harmony with the <i>spirit and purpose</i> of this chapter.	Disagree- Proposed location is in direct conflict with the code and is unharmonious with the surrounding area.

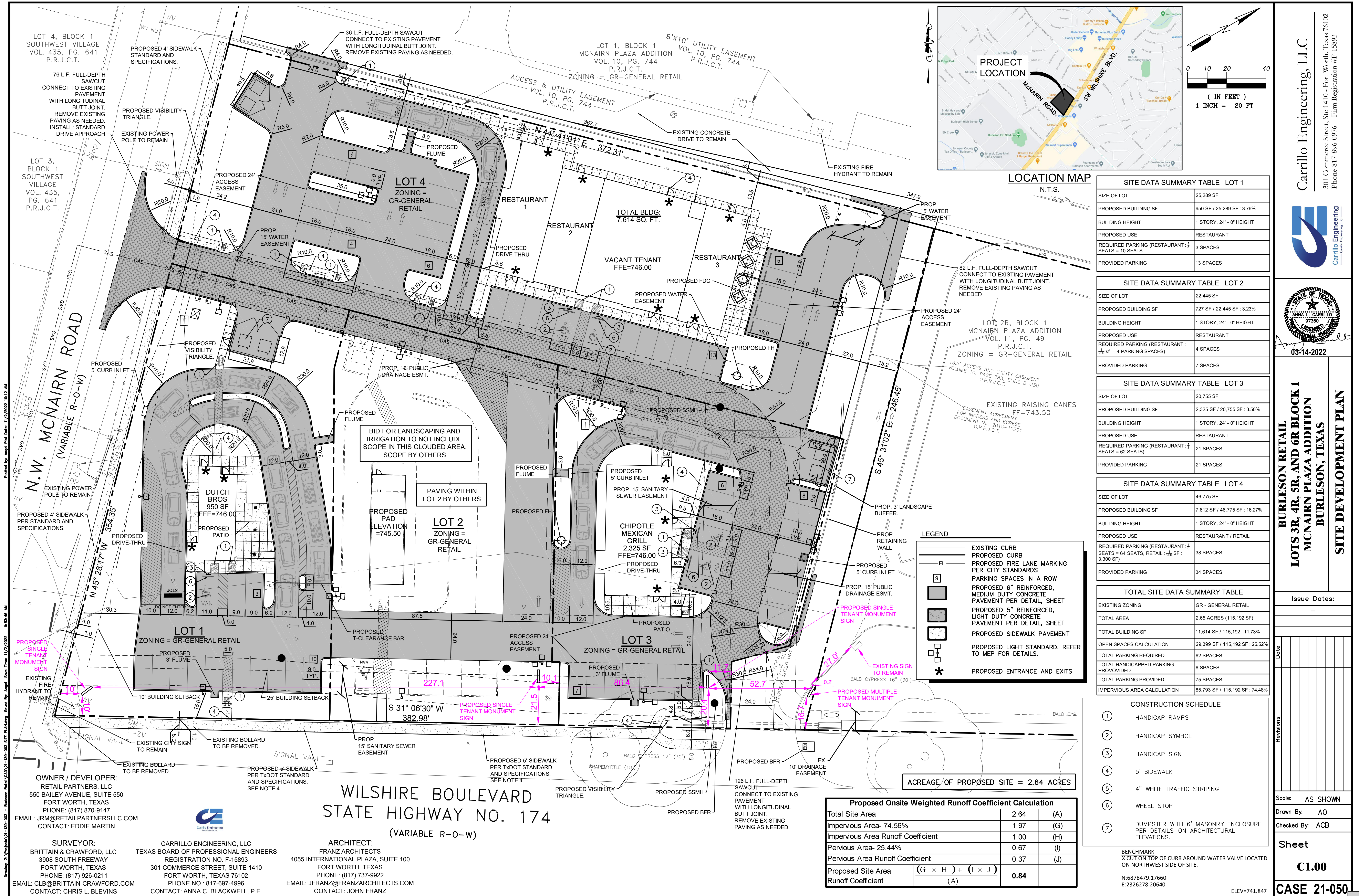
McNairn Plaza Sign Variance

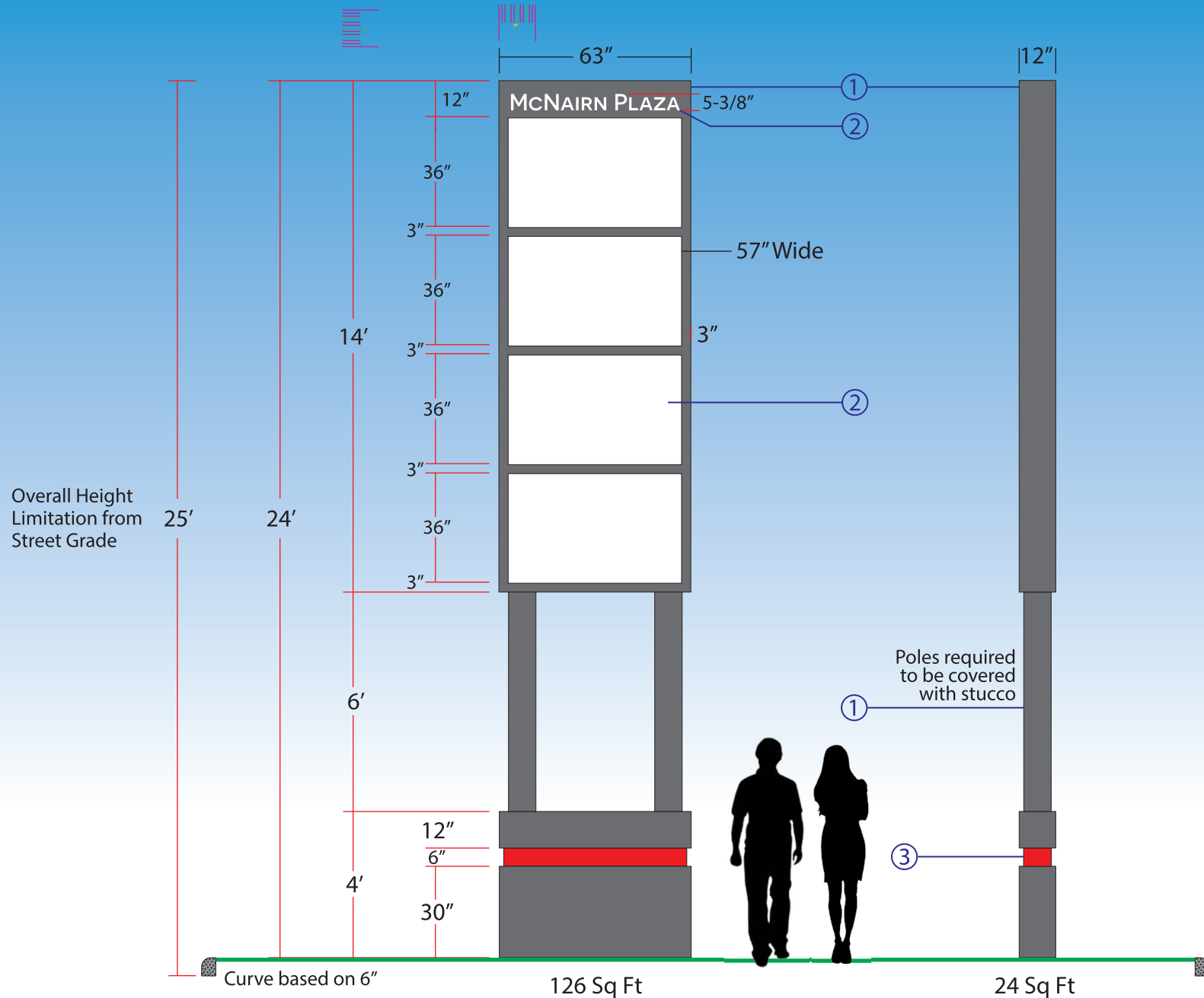
Staff recommends approval

Staff recommends disapproval of the sign variance for a pylon sign based on the restricted location being proposed and subsequent encroachment concerns.

Proposed sign location







Petition for Variance – City of Burleson, TX

In Re: McNairn Plaza
826 SW Wilshire Boulevard

This is a Petition for the award of a Variance for the proposed placement of the multi-tenant sign at 826 SW Wilshire Boulevard. The tenants to be identified on this sign will be located in the multi-tenant building. The proposed signage and placement was shown on the drawings submitted to the City for review and approval, and the city has been aware that meeting the setback and distance between signs requirements would not be possible.

The Burlington City Council is authorized to approve deviation from any restriction set forth in the sign ordinance, including, but not limited to, the number, type, area, height, or setback of signs, or any other aspect involved in the sign permitting process.

Special conditions exist in that visibility of the multi-tenant building is blocked by the individual tenant lots (Lots 1, 2, and 3) that front Wilshire Boulevard, which creates an extreme hardship for the tenants who will be located in this building. The lack of visibility and visible identification places these tenants at a profound disadvantage and puts the likelihood of their success at risk.

The strict interpretation of the provisions of the sign ordinance would deprive the tenants located in the multi-tenant building the ability to identify their businesses in a way that will be visible to the public and potential customers.

The special conditions existing at this property do not result from actions of the applicant. They result from the irregular shape of the property, the property line along Wilshire Boulevard located very close to the roadway, and the access drive/fire lane that touches Raising Cane's property line, leaving only a small section of McNairn's property available.

- It is not possible to meet the 10' setback requirement in the placement of this sign, nor is it possible to meet the requirement that there be 50' between ground signs. The proposed placement puts the sign 35' from the existing Raising Cane's sign. Bearing in mind the critical need for this sign to be clearly visible to passing motorists and pedestrians, the proposed placement must be maintained and allowed as there is no reasonable alternative.

Granting this request will meet the objectives of the sign ordinance, is within the spirit and purpose of the ordinance, and will not be injurious to adjoining property owners or in any way detrimental to the public's welfare.

Therefore, we respectfully request that this Petition for Variance be granted and that the proposed multi-tenant sign for McNairn Plaza be allowed to be placed as shown on the official site plan for this property.

We appreciate and thank you for your time, consideration, and attention to this matter.



Building Permits and Inspections

Building Permit Plan Review Summary **Review No.:** One **Date:** September 26, 2022

Applicant: Dynamic Sign Solutions **Phone:** 936-242-0581

E-mail: permits@dynamicssignsolutions.net

Project: 826 SW Wilshire Blvd, McNairn Plaza Pylon Sign (Multi-Tenant)

Contact: Breck Barron, Plans Examiner **Phone:** 817-426-9074

Email: bbarron@burlesontx.com

=====

The following comments are based on the review of plans received on September 14, 2022. Your application for a permit is pending compliance with all city code requirements. Please acknowledge in writing and by submitting corrected drawings where appropriate.

=====

REVIEW COMMENTS:

1. Building Review Comments:

- The pylon sign cannot be approved as submitted. The city's sign ordinance requires freestanding signs to be setback a minimum of 10ft from all property lines, in the location proposed it does not meet the minimum setback requirements as it is too close to the property line adjacent to 824 SW Wilshire Blvd. The sign will either need to be moved to a different location or a sign variance will be required.
- To discuss a sign variance, please speak with a Planner in the Development Services Dept. at 817-426-9611.

Proposed sign location



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A VARIANCE OF CHAPTER 63, SIGN REGULATIONS, TO THE SETBACK OF A PYLON SIGN AT 826 SW WILSHIRE BLVD.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

WHEREAS, on October 17, 2022, an application was submitted by Amber Almand with Dynamic Sign Solutions, on behalf of the owner (Retail Partners-Wilshire LLC) for a sign variance to allow a pylon sign to encroach within ten feet (10’) of the property line 826 SW Wilshire Blvd; and

WHEREAS, on January 11, 2022, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

WHEREAS, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

WHEREAS, City Council finds and determines that the strict interpretation of Chapter 63 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapter 63; and

WHEREAS, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

WHEREAS, City Council finds and determines that granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

WHEREAS, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63; and

WHEREAS, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63; and

WHEREAS, the City Council finds and determines the conditions attached to the variance, if

any, are necessary to achieve the purpose of Chapter 63.

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

Section 1.

City Council hereby grants a variance to Section 63-50(a) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring a freestanding sign to be setback a minimum of ten feet from the property line, to allow a pylon sign to be located at 826 SW Wilshire Blvd with the following conditions:

Sign Type: The sign shall be a pylon sign; and

Setback: The sign shall be setback a minimum of one foot from the property line.

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the pylon sign at 826 SW Wilshire Blvd.

Section 2.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Martin Avila, Finance Director
MEETING: January 9, 2023

SUBJECT:

Consider an ordinance amending the City budget for fiscal year 2022-2023 by increasing appropriations in the Hotel Motel Fund in the amount of \$368,000 for Plaza Visitor Parking Lot and network infrastructure improvements, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. *(First and Final Reading) (Staff Presenter: Martin Avila, Director of Finance)*

SUMMARY:

The City's policy is to ensure appropriations are within the approved budgets at the fund level. Budget amendment is additional funding needed for Plaza Visitor Parking Lot and network infrastructure improvements not included in the fiscal year 2022-2023 original budget adopted by Council on September 12, 2022.

The City's fiscal year 2022-2023 budget includes \$250,000 for the Plaza Visitor Parking Lot improvements. Staff is projecting total cost to complete this project is \$530,000 which includes the construction contract of \$437,487 which will be presented for Council approval on the January 9, 2022 City Council Regular Meeting, and the remaining balance of \$92,513 is for unplanned change orders and other cost related to this project such as construction testing. Also, on November 14, 2022, Council approved a contract with Polarity Networks for installing a fiber network path in the Mayor Vera Calvin Plaza. This installation will support the Ellison Street building and camera production equipment in the plaza. The amount of the contract was not to exceed \$87,337.43.

Staff's plan is to present one budget amendment for both projects but was waiting on the final cost for the parking lot improvements.

OPTIONS:

Approve or deny ordinance the amended budget ordinance

RECOMMENDATION:

Staff recommends approval of amended budget ordinance

PRIOR ACTION/INPUT (Council, Boards, Citizens):

NA

FISCAL IMPACT:

Budgeted amendment ordinance – Hotel Motel Fund

(Note- funds will be transferred to Non Bond Capital Fund and allocated to project ST2303- Plaza Visitor Parking Lot.

Account number:

105-1021-564.72-05 - \$368,000

STAFF CONTACT:

Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651



Budget Amendment

Presented to Council on January 09, 2023

Budget Amendment Summary - Hotel Motel Fund

PLAZA VISITOR PARKING LOT IMPROVEMENT PROJECT

- \$250,000 funding - FY2022-23 budget
- \$280,000 Budget Amendment to complete this project

NETWORK INFRASTRUCTURE MAYOR VERA CALVIN PLAZA

- \$88,000
- Council approved on November 14, 2022

TOTAL BUDGET AMENDMENT - \$368,000

- \$280,000 - Plaza Visitor Parking Lot Improvements
- \$88,000 - Network Infrastructure Installation

HOTEL MOTEL FUND ENDING FUND BALANCE

As of 9/30/2022 (Unaudited) is \$1,019,963
or 290% fund balance % to expenditures

BTX
MADE

Options

- Approve or Deny Budget Amendment
- Staff recommends approval of Budget Amendment

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2022-2023 BY INCREASING APPROPRIATIONS IN THE HOTEL MOTEL FUND IN THE AMOUNT OF \$368,000 FOR IMPROVEMENTS TO THE PLAZA WEST PARKING LOT; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City desires to increase the appropriations in the Hotel Motel Fund in the amount of \$368,000 for improvements to the parking lot on the west side of the plaza and City Hall; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds and determines that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance supplements the adopted budget by appropriating additional funds, because this ordinance is not considered as part of the consent agenda, and because time is of the essence; and

WHEREAS, the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

In addition to those amounts appropriated from the various City departments for Fiscal Year 2022-2023 in the Budget of the City Manager, there shall also be increased estimated appropriations in the Hotel Motel Fund (105-1021-564.72-05) in the amount of \$368,000 for improvements to the parking lot on the west side of the Plaza.

Section 2.

The findings set forth above in the recitals of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 3.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4.

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 6.

This ordinance shall become effective immediately upon its passage and publication as required by law.

First and Final Reading: the _____ day of _____, 20_____.

PASSED AND APPROVED this _____ day of _____, 20_____.

Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works - Engineering

MEETING: January 9, 2023

SUBJECT:

Consider approval of a construction contract with 2L Construction, LLC for reconstruction of the Plaza Visitor Parking Lot in the amount of \$437,487.30. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*

SUMMARY:

This contract is for the construction of a new asphalt public parking lot to replace the existing asphalt lot located immediately west of City Hall that serves as the parking lot for Plaza visitors. The project scope includes reconfiguring the parking lot layout to provide better flow and circulation while maintaining the same number of striped parking spaces (43). The project will improve lighting and circulation for both vehicular and pedestrian traffic. The project also includes landscaping enhancements that complement other recently improved areas within Old Town.

Construction is intended to be completed prior to the beginning of the 2023 Hot Sounds of Summer Concert Series. The project will also support several planned public improvements in the Old Town area such as the Plaza Building development currently under construction, the Ellison Parking & Street Realignment currently in design, and the future Annex 3 site redevelopment.

The project was advertised for construction bids beginning November 11, 2022. Two bids were publicly opened on December 5, 2022 as summarized below. 2L Construction, LLC of Rhome, Texas provided the lowest responsible bid. The construction bids are based on a 60 calendar day contract period. Staff anticipates issuing a Notice to Proceed to begin contract time in early February.

Bid Summary:

2L Construction, LLC \$437,487.30

Fort Worth Civil Construction, LLC \$454,947.65

OPTIONS:

- 1) Approve the construction contract as presented.

- 2) Deny the construction contract.

RECOMMENDATION:

Approve the construction contract as presented.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

6/2/2022 – Council approved FY 2023 Hotel Occupancy Tax funds for tourism activities and supplemental requests related to the Hotel/Motel tax fund and gave direction on future potential projects. (Item 2.A)

FISCAL IMPACT:

Fund Name:	NON-BOND CAPITAL PROJECT
Full Account #s:	352-7500-439.72-98
Project #:	ST2303
Amount:	\$437,487.30

STAFF CONTACT:

Errick Thompson
Deputy Director of Public Works - Engineering
ethompson@burlesontx.com
817-426-9610

2L CONSTRUCTION, LLC

PLAZA VISITOR PARKING LOT IMPROVEMENTS

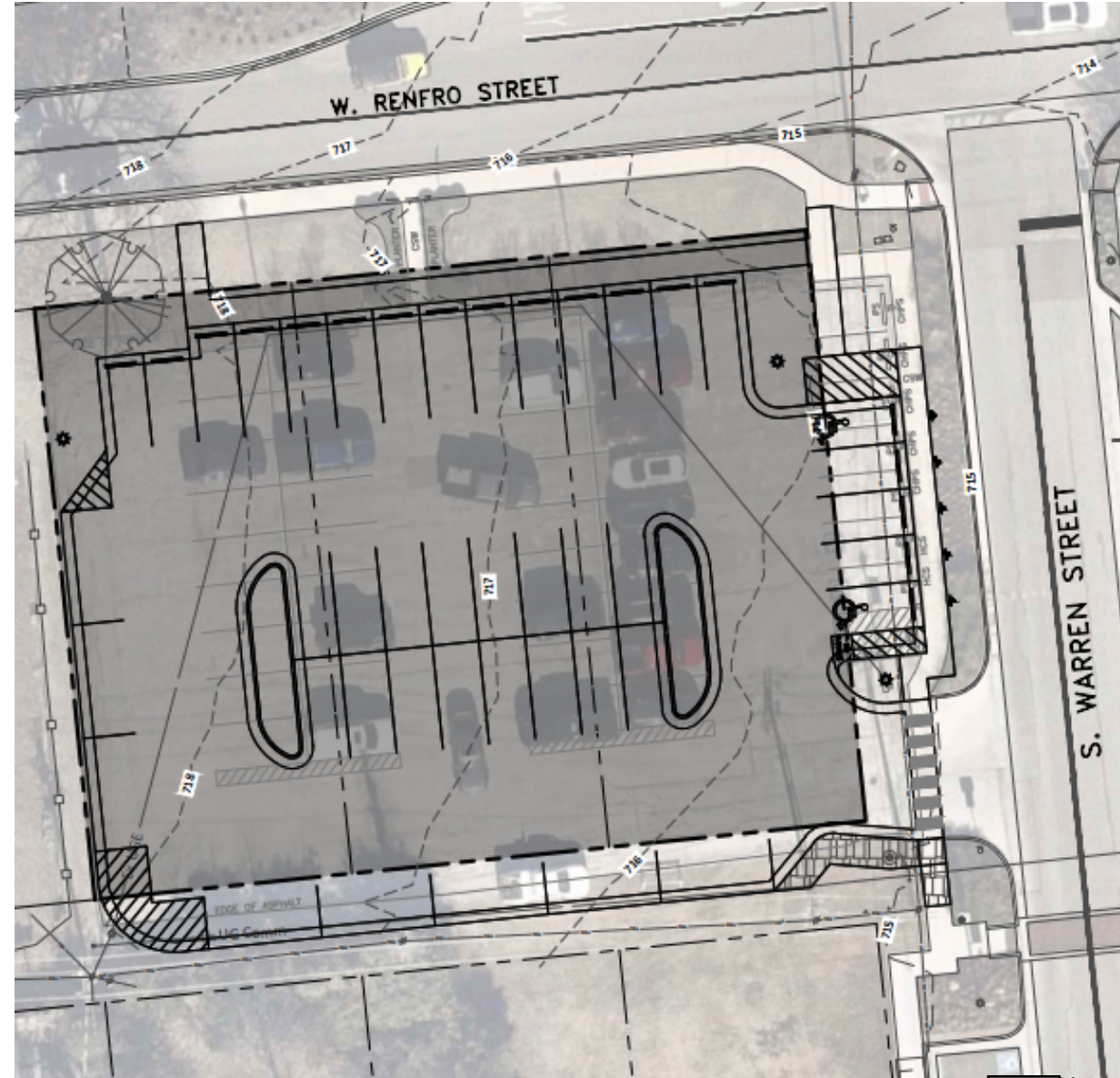
Construction Contract



PROJECT OVERVIEW

REPLACES EXISTING ASPHALT PUBLIC PARKING LOT WEST OF CITY HALL WITH NEW ASPHALT LOT

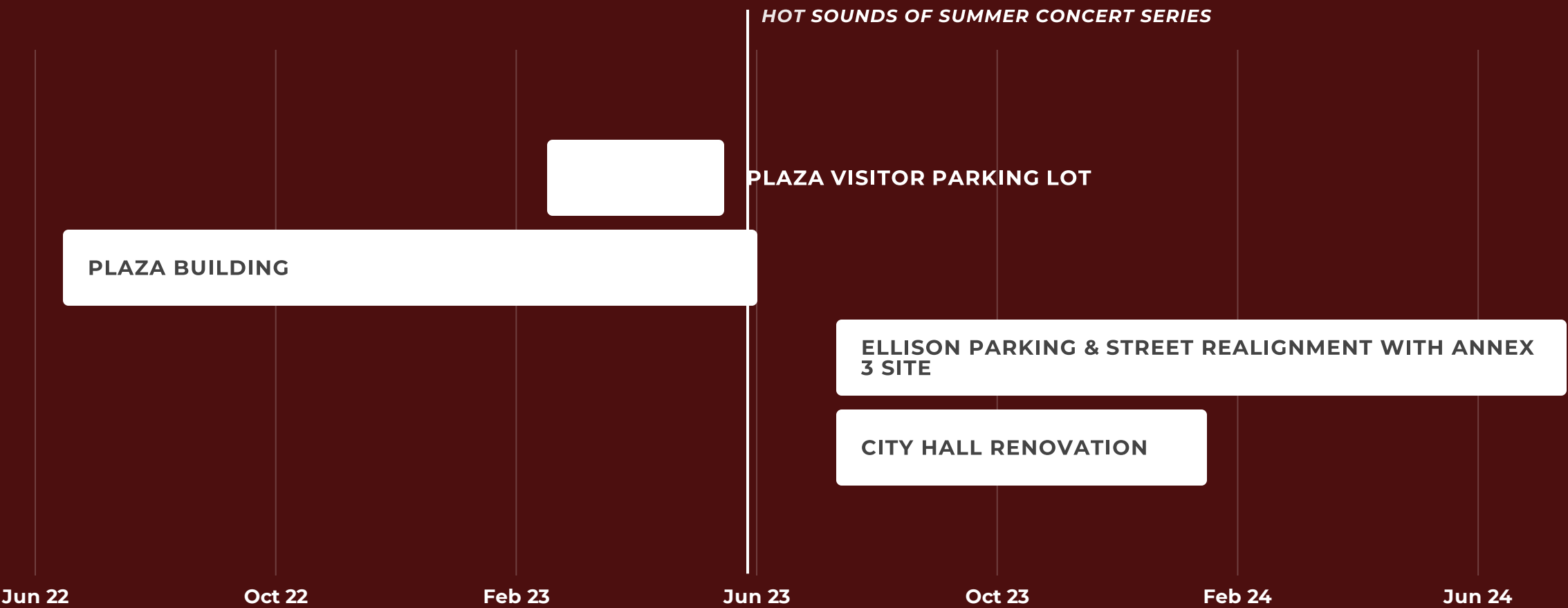
- Improves circulation and lighting for enhanced vehicular and pedestrian safety
- Maintains current number of striped parking spaces (43)
- Enhances landscaping to complement adjacent improved areas
- Supports the growing number of public events, such as the Hot Sounds of Summer Concert Series, and redevelopment activity in Old Town






UPCOMING OLD TOWN PROJECTS

Estimated/projected construction schedules for major projects in Old Town area



PROPOSED CONTRACT



SEALED BID

ADVERTISED FOR BIDS NOVEMBER 11, 2022
2 BIDS RECEIVED DECEMBER 5, 2022

2L CONSTRUCTION LLC
LOW BID \$437,487.30



**CONTRACT TIME (FROM NOTICE TO
PROCEED):**

60 CALENDAR DAYS

Complete in time for Hot Sounds of Summer

PROJECT FUNDING

Budget Amendment Summary - Hotel Motel Fund

PLAZA VISITOR PARKING LOT IMPROVEMENT PROJECT

- \$250,000 funding - FY2022-23 budget
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NETWORK INFRASTRUCTURE MAYOR VERA CALVIN PLAZA

- \$88,000
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TOTAL BUDGET AMENDMENT - \$368,000

- \$280,000 - Plaza Visitor Parking Lot Improvements
- \$88,000 - Network Infrastructure Installation

HOTEL MOTEL FUND ENDING FUND BALANCE

As of 9/30/2022 (Unaudited) is \$1,019,963
or 290% fund balance % to expenditures

OPTIONS

RECOMMENDED



APPROVE

Approve of a construction contract with 2L Construction LLC for the construction of Plaza Visitor Parking Lot in the amount of \$437,487.30



DENY

2. Deny a construction contract with 2L Construction LLC for the construction of Plaza Visitor Parking Lot in the amount of \$437,487.30





Public Works

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

**CITY HALL WEST PARKING LOT
PROJECT #: ST2303**

**FOR THE
CITY OF BURLESON, TEXAS
PUBLIC WORKS DEPARTMENT**

NOVEMBER 2022



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ADVERTISEMENT FOR BIDS

**City of
Burleson, Texas**

General Notice

The City of Burleson (Owner) is requesting Bids for the construction of the following Project:

City Hall West Parking Lot

City of Burleson Project No. ST2303

Bids for the construction of the Project will be received electronically through the City's strategic sourcing platform, Bonfire, until December 5, 2022 at 2:00 pm local time. At 3:00 pm local time the Bids received will be read via a publicly available online meeting, shared through the Bonfire platform.

The Project includes the following Work:

1,781 SY of Asphalt Pavement

Owner anticipates that the Project's total bid price will be approximately \$372,000. The Project has an expected duration of 60 calendar days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities>

Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at the City of Burleson website (through <https://burlesontx.bonfirehub.com/login>) at no cost beginning November 11, 2022.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Burleson, Texas**

By: **Andrea Anderson**

Title: **Purchasing Manager**

Date: **November 11 & 13, 2022**

SECTION 2

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL:**

- 1.1 The Proposal is included in these Bidding Documents; additional copies may be obtained from OWNER.
- 1.2 All blanks on the Proposal shall be completed in printed handwritten ink or by typewriter.
 - a. Bidder may use the original proposal forms included in these bid documents or the Bidder may substitute a computer-generated proposal for the original proposal included in these bid documents. The substitute submittal shall be word-for-word as written in the original proposal contained herein. The Bidder shall also sign the Substitute Proposal.
 - b. If the Substitute Proposal changes the intent of a bid item or contains an error in the quantities, unit prices, or extension of prices, the OWNER may reject the bid submitted.
 - c. The Bid price of each item on the form shall be stated in words and numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit indicated multiplied by the state quantity shall govern.
- 1.3 The President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) shall execute bids by corporations in the corporate name and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- 1.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title shall appear under the signature and at the official address of the partnership shall be shown below the signature.
- 1.5 All names shall be typed or printed below the signature.
- 1.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).
- 1.7 The address and telephone number for communications regarding the bid shall be shown.
- 1.8 The bid shall be complete with prices stated for all alternates. The Bidder should be aware that the OWNER to stay within the City's

available funds could adjust the scope of the project. Alternates selected and revisions to limits of construction and resulting quantity adjustments will be identified in the Notice of Award and will be adjusted in the proposal contained in the executed contract.

2. **SUBMISSION OF BIDS:**

It shall be the Bidder's responsibility for the delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Proposals must be submitted at <http://burlesontx.bonfirehub.com>. The BIDDER shall acknowledge receipt of any addenda.

3. **BID SECURITY:**

Each bid must be accompanied by a certified or cashier's check or an approved bidder's bond made payable to the Owner in an amount of five (5%) percent of the largest possible total of the bid as a guarantee that, if awarded the contract, the Bidder will enter into a Contract and execute all necessary bonds. Bid securities will be returned to Bidders when the Contract award is made or bids are rejected.

4. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:**

Performance, Payment and Maintenance Bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the Owner, authorized to do business in the State of Texas and acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.

5. **QUALIFICATION OF BIDDERS:**

All Bidders on this project must be qualified to perform work as outlined within the contract documents. The City of Burleson Department of Engineering Services will verify the work history and qualifications. The following subcontractors must also be qualified if applicable to the project: water and sewer, paving, storm drain, excavation and parkway and median landscape work (includes seeding, sod, irrigation and tree and shrubbery planting). Bidders must be familiar with the North Central Texas Council of Governments (NCTCOG) Standard

Specifications for Public Works Construction, latest edition, and the construction methods, Standards and related Ordinances of the City of Burleson.

6. **BIDDERS KNOWLEDGE OF CONDITIONS:**

- 6.1 Prior to submission of a proposal, bidders shall make a thorough inspection of the site of work and a thorough examination of the plans and specifications, and shall become informed as to the nature of the work, labor conditions, federal, state and local Laws and Regulations, and all other matters that may affect the cost, progress, performance and time of completion of the Work.
- 6.2 Bidder shall notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.
- 6.3 Bidder shall pay particular attention to providing methods of ingress and egress to adjacent private and public properties, procedures for protection existing improvements and disposition of all materials to be removed.
- 6.4 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or other, and OWNER does not assume responsibility for the accuracy or completeness thereof.
- 6.5 The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not provided by OWNER, are to be obtained and, if necessary, paid by Contractor.
- 6.6 The submission of a bid will constitute an incontestable representation by Bidder that Bidder has complied with every requirement of the Article 6, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, method, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

7. **AVAILABILITY OF UTILITY SERVICES**

OWNER shall not make available or guarantee any utility services to the Contractor such as (but not all inclusive) water, sewer, electricity, gas, or telephone for performance of his work in this contract. Contractor shall be

solely responsible for completing all requirements, make all arrangements, and make all payments as necessary to procure any utility services necessary to complete the work as prescribed in this contract.

8. **INTERPRETATION OF DOCUMENT:**

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the OWNER a written request for an interpretation thereof at least five (5) days prior to opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued. Only questions answered by formal written Addenda are to be binding. Oral interpretations or clarification will be without legal effect. The Owner will not be responsible for any other explanations or interpretations.

9. **STANDARD SPECIFICATIONS:**

9.1 All work for this project including but not limited to all grading, utility and paving improvements described in this Proposal and Construction Drawings shall be done in accordance with the *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION* as issued by the North Central Texas Council of Government (NCTCOG); the latest edition with any revisions as may be modified by the special conditions of this Contract.

9.2 Asphaltic concrete and standard concrete pavement improvements done within TxDOT right of way, shall be done in accordance with the *STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES* as issued by The Texas Department of Transportation; the latest edition with any revisions as may be modified by the special conditions of this Contract.

10. **AWARD OF CONTRACT:**

10.1 OWNER reserves the right to reject any bid, to waive any and all informalities and to negotiate contract amendments with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, OWNER reserves the right to reject the bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by OWNER. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication.

Discrepancies between the unit price in words and the unit price in figures will be resolved in favor of the price in words. Discrepancies between the indicated sum of a column of figures and the correct sum therefore will be resolved in favor of the correct sum.

- 10.2 In evaluating bids, OWNER will consider the qualifications of the Bidder, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.

11. **ALTERNATE BIDS:**

No bids for alternate work items shall be submitted except as shown on the Proposal. The OWNER reserves the right to choose either the base bid or alternate bid whichever is most advantageous to the OWNER. There will be no adjustments to unit prices bid due to the OWNER'S choice of alternate bids.

12. **EXECUTION OF CONTRACT**

12.1 The successful Bidder shall execute the formal Contract Agreement and required Bonds to the OWNER within fifteen (15) days after the Notice of Award.

12.2 A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed by the Owner.

13. **PROTECTION OF THE PUBLIC:**

For protection and convenience of the public and emergencies, the successful Bidder shall furnish the City with a telephone number at which the contractor can be contacted 24 hours a day during the entire construction period of this project. This telephone number shall be furnished to the City in writing prior to the beginning of construction.

14. **AFFIDAVIT AGAINST PROHIBITED ACTS:**

It shall be the successful Bidder's responsibility to complete this affidavit (Section 5 of the Contract Documents) prior to execution of the Contract by the City of Burleson. Failure to complete this form may prohibit the contractor's ability to secure the Contract.

15. **WAGE RATES**

Contractor shall pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the OWNER are included in the contract documents.

16. **SALES TAXES**

The OWNER qualifies as an exempt entity as defined by the statutes (Chapter 151.309) of the Tax Code of the State of Texas. The Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

17. **GOVERNING DOCUMENTS:**

The Work shall conform to the requirements of these specifications and the details as shown therein. These contract documents are intended to be Primary. Requirements of any of the contract documents are as binding as if called for by all. In case of conflict between the referenced Specifications and the Special Project Specifications, the Special Project Specifications shall govern.

18. **SOIL INVESTIGATION:**

Investigation of soil and foundation conditions of the size and areas near the site is considered subsidiary to the paving portion of the work. A certified lab competent to do such investigations for subgrade stabilization shall be used to determine the amounts of cement or lime necessary for the structural ability of the roadway. It has been assumed to use the rate of 30# per square yard of lime **or** Portland cement, but the actual amount is to be verified by the lab prior to pavement work. A copy of the lab report shall be submitted to the City of Burleson for approval.

19. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**

All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the drawings or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the contractor's risk, and will be considered unauthorized, and at the option of the OWNER, may not be measured and paid for, and may be ordered removed at the contractor's expense. If the contractor fails to satisfactorily repair, replace or remove the rejected, condemned or unauthorized work or materials immediately upon receipt of written notice, the OWNER will have the authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the contractor.

20. **TRENCH SAFETY:**

- 20.1 A trench safety system must be provided for all trench excavations according to current OSHA requirements.
- 20.2 On all public projects bid by the City or private projects to be constructed within right-of-way or easements to be conveyed to the City, compliance with the current minimum Occupational Safety and Health Administration (OSHA) or other governmental agencies standards for trench safety will be required as part of the plans and specifications. Prior to start of construction a detailed trench safety system must be provided to the City by the contractor. This detailed trench safety system must meet all requirements by OSHA or other governmental agencies, and be designed and certified by a professional engineer licensed in the State of Texas.
- 20.3 A pay item shall be included in the plans and specifications for the trench safety system. Payment will be on a linear-foot basis and will be full compensation for labor, tools, materials, equipment and incidentals necessary to complete the work, including the removal of the trench safety system and back-filling the trench. Pursuant to Texas law, the City of Burleson has adopted a trench safety policy, which is addressed in Section 11 of the Specifications. Each bidder should be familiar with Section 11 prior to submitting a bid.

21. **BID TABULATION:**

A tabulation of all bids will be available within five (5) working days of the bid opening.

22. **ADDENDUM:**

- 22.1 The OWNER reserves the right to issue addendum(s) to the Plans, Proposal, Specifications, and Special Provisions. Addendums will be issued at <https://burlesontx.bonfire.com>
- 22.2 The Bidders will acknowledge the receipt of the addendum(s) by submitting a signed copy of the addendum(s) with the submission of their bid.
- 22.3 It shall be the Bidder's responsibility to ensure that they are aware of all addendum(s) issued by the owner.
- 22.4 Upon receipt of the addendum(s), the Bidder shall acknowledge the receipt of the addendum(s) in the appropriate spaces provided in the proposal.
- 22.5 N/A
- 22.6 **Bids that have not properly acknowledged addendum(s) will not be opened.**

SECTION 3

PREVAILING WAGE RATES FOR MUNICIPAL CONSTRUCTION IN BURLESON, TEXAS

The following minimum rates have been determined by the City of Burleson, Texas, in accordance with the statutory requirements and prevailing local wages:

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

"My name is _____. I am of sound mind and capable of making this affidavit. "I am a _____ for the _____ which company entered into a contract on the _____ day of _____, 20____, to construct the **Oak Valley Park North Parking Lot Project**, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 20____.

Notary Public In and For the State of Texas

Notary's Printed Name

My Commission Expires: _____



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Wage Determination

Overview

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Document

History

WAGE DETERMINATIONS

Davis-Bacon Act WD # TX20220026

Wage Determination

Modification #

1

Construction

Heavy

Last Revised Date

Feb 25, 2022

States and Counties

State

Texas

Counties

Johnson, Parker, Tarrant

"General Decision Number: TX20220026 02/

Superseded General Decision Number: TX20210026

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in

Heavy Construction Projects (Including Water and S

Note: Contracts subject to the Davis-Bacon Act are required to pay at least the applicable minimum wage required under Executive Order 14026 or Executive Order 14176. Please note that these Executive Orders apply to contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Act, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract.
	The contractor must pay all covered work at least \$15.00 per hour, or the applicable wage listed on this wage determination, whichever is higher) for all hours spent performing the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order generally apply contract. The contractor must cover workers \$11.25 per hour applicable wage on this wage determination if it is higher) hours spent performing that contract in
---	--

The applicable Executive Order minimum wage rate was adjusted annually. If this contract is covered by Executive Orders and a classification considered a performance of work on the contract does not appear wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contractors>

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

PLUM0146-002 05/01/2021

Rates	F
PLUMBER/PIPEFITTER.....	\$ 34.13

* SUTX1990-041 06/01/1990

Rates F

CARPENTER.....\$ 10.40 **

Concrete Finisher.....\$ 9.81 **

ELECTRICIAN.....\$ 13.26 **

Form Setter.....\$ 7.86 **

Laborers:

 Common.....\$ 7.25 **

 Utility.....\$ 8.09 **

PAINTER.....\$ 10.89 **

Pipelayer.....\$ 8.43 **

Power equipment operators:

 Backhoe.....\$ 11.89 **

 Bulldozer.....\$ 10.76 **

 Crane.....\$ 13.16 **

 Front End Loader.....\$ 10.54 **

 Mechanic.....\$ 10.93 **

 Scraper.....\$ 10.00 **

Reinforcing Steel Setter.....\$ 10.64 **

TRUCK DRIVER.....\$ 7.34 **

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

=====

** Workers in this classification may be entitled
minimum wage under Executive Order 14026 (\$15.00)
(\$11.25). Please see the Note at the top of the w
determination for more information.

Note: Executive Order (EO) 13706, Establishing Pai

for Federal Contractors applies to all contracts s
Davis-Bacon Act for which the contract is awarded
solicitation was issued) on or after January 1, 20
contract is covered by the EO, the contractor must
employees with 1 hour of paid sick leave for every
they work, up to 56 hours of paid sick leave each
Employees must be permitted to use paid sick leave
own illness, injury or other health-related needs,
preventive care; to assist a family member (or per
like family to the employee) who is ill, injured,
health-related needs, including preventive care; o
resulting from, or to assist a family member (or p
like family to the employee) who is a victim of, d
violence, sexual assault, or stalking. Additional
on contractor requirements and worker protections
is available at

<https://www.dol.gov/agencies/whd/government-contra>

Unlisted classifications needed for work not inclu
the scope of the classifications listed may be add
award only as provided in the labor standards cont
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the clas
and wage rates that have been found to be prevaili
cited type(s) of construction in the area covered
determination. The classifications are listed in a
order of ""identifiers"" that indicate whether the
rate is a union rate (current union negotiated rat
a survey rate (weighted average rate) or a union a
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifi
in dotted lines beginning with characters other th

""UAVG"" denotes that the union classification and prevailing for that classification in the survey. PLUM0198-005 07/01/2014. PLUM is an abbreviation of the union which prevailed in the survey for this classification, which in this example would be Plumbers Local 0198. The 005 indicates the local union number or district council where applicable, i.e., Plumbers Local 0198. The 005 in the example, is an internal number used in the wage determination. 07/01/2014 is the effective most current negotiated rate, which in this example is 2014.

Union prevailing wage rates are updated to reflect changes in the collective bargaining agreement (CBA) for this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier have no one rate prevailed for this classification in the survey; the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for this classification. As this weighted average rate includes both union and non-union rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. These rates are survey rates based on a weighted average calculation of rates and are not majority rates. Louisiana. 2012 is the year of survey for these classifications and rates are based. The next in the example, is an internal number used in production wage determination. 5/13/2014 indicates the survey date for the classifications and rates under that

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported classifications was union data. EXAMPLE: UAVG-OH-008/29/2014. UAVG indicates that the rate is a weighted average rate. OH indicates the state. The next number in the example, is an internal number used in production determination. 08/29/2014 indicates the survey completed for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which it is based.

WAGE DETERMINATION APPEALS PROCEDURE

1.) Has there been an initial decision in the matter to be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a wage determination matter
- * a conformance (additional classification and rate)

On survey related matters, initial contact, including for summaries of surveys, should be with the Wage National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from initial contact is not satisfactory, then the procedure in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the process described here, initial contact should be with the Branch of Construction Wage Determinations. Write

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

2.) If the answer to the question in 1.) is yes, the interested party (those affected by the action) can review and reconsideration from the Wage and Hour (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by any information (such as payment data, project description, area practice methods, etc.) that the requestor considers relevant to the

3.) If the decision of the Administrator is not favorable, the 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

4.) All decisions by the Administrative Review Board

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END OF GENERAL DECISION"

History

Feb 25, 2022

TX20220026 - Modification 1

Feb 25, 2022

TX20220026 - Modification 0



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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SECTION NO. 4

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

The State Legislature of the State of Texas at its 1985 Legislative Session passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in _____ (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

2L Construction LLC
Company

PO Box 397
Address

Rhome TX 76078
City State Zip

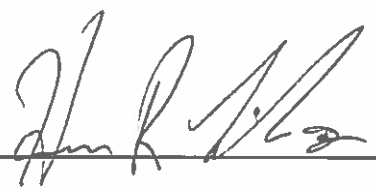
By Harmon R. Fisher Jr
(Please Print)

[Signature]
Signature

President
Title (Please Print)

SECTION 5
AFFIDAVIT AGAINST PROHIBITED ACTS


I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.



Signature

12-5-22

Date



ATTEST (if corporation)

12-5-22

Date

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

- (a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:
 - (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
 - (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
 - (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
 - (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
 - (1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
 - (2) the public servant ceases to be a public servant.
- (d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
- (e) An offense under this section is a felony of the second degree.

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.
- (f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.
- (g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts or agrees to accept any benefit from any person who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.
- (h) An offense under this section is a Class A misdemeanor.

36.09 OFFERING GIFT TO PUBLIC SERVANT

- (a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

36.10 NON-APPLICABLE

- (a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
 - (2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
 - (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
 - (4) a political contribution as defined by Title 15, Election Code; or
 - (5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.
- (b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
- (c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

SECTION 5A CONFLICT OF INTEREST

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Burleson Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

A person or business, and their agents, contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire FORM CIQ. Form CIQ is available online at www.ethics.state.tx.us or electronically at www.tml.org.legal - Ethics Form ECIQ.

Sec. 176.002. APPLICABILITY TO CERTAIN VENDORS AND OTHER PERSONS.

- (a) This chapter applies to a person who:
 - (1) enters or seeks to enter into a contract with a local governmental entity; or
 - (2) is an agent of a person described by Subdivision (1) in the person's business with a local governmental entity.
- (b) A person is not subject to the disclosure requirements of this chapter if the person is
 - (1) a state, a political subdivision of a state, the federal government, or a foreign government; or
 - (2) an employee of an entity described by Subdivision(1), acting in the employee's official capacity.

Sec. 176.006. Disclosure requirements for vendors and other persons; questionnaire.

- (a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the person:
 - (A) begins discussion or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the person becomes aware:

The form must be filed with the City Secretary no later than seven days after the date the person or business contracts with the City. Such persons and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business contract begins, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Harmon Fisher / 2L Construction LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 *[Signature]*
Signature of person doing business with the governmental entity

12-5-22
Date

Adopted 06/29/2007

SECTION 5B HOUSE BILL 89 VERIFICATION FORM

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the Contract Pursuant to Section 2270.001,

TEXAS GOVERNMENT CODE:

1. "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; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official), do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract; and
3. is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

2L Construction LLC
Company Name

[Signature]
Signature of Authorized Official

President
Title of Authorized Official

12-5-22
Date

SECTION 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: City Hall West Parking Lot
Project No. ST2303

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **City Hall West Parking Lot Project**, City of Burleson **Project No. ST2303**, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City to the Contractor will be made based on the actual quantity installed in the field.

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
City Hall West Parking Lot

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
101	1	LS	Site Preparation, Mobilization, Bonds, & Insurance <u>Forty Thousand</u> _____ Dollars and <u>No</u> _____ Cents Per Lump Sum	\$ <u>40,000</u>	\$ <u>40,000</u>
102	1	LS	Design and Implement SWPPP <u>Five Thousand</u> _____ Dollars and <u>No</u> _____ Cents Per Lump Sum	\$ <u>5,000</u>	\$ <u>5,000</u>
103	1	LS	Pre-Construction Video Tape of Project <u>One Thousand Five Hundred</u> _____ Dollars and <u>No</u> _____ Cents Per Lump Sum	\$ <u>1,500</u>	\$ <u>1,500</u>
104	89	SY	Remove Existing Concrete Sidewalk <u>Thirty</u> _____ Dollars and <u>No</u> _____ Cents Per Square Yard	\$ <u>30</u>	\$ <u>2,670</u>
105	2	EA	Remove Existing Concrete Planters <u>Three Hundred</u> _____ Dollars and <u>No</u> _____ Cents Per Each	\$ <u>300</u>	\$ <u>600</u>
106	2,014	SY	Remove Existing Asphalt and Base Material <u>Thirty</u> _____ Dollars and <u>No</u> _____ Cents Per Square Yard	\$ <u>30</u>	\$ <u>60,420</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
City Hall West Parking Lot

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
107	8	EA	Remove Existing Sign & Wheel Stop <u>Two Hundred Seventy Five</u> Dollars and <u>No</u> Cents Per Each	\$ <u>275</u>	\$ <u>2,200</u>
108	27	CY	Unclassified Fill & Grading <u>Two Hundred</u> Dollars and <u>No</u> Cents Per Cubic Yard	\$ <u>200</u>	\$ <u>5,400</u>
109	1	EA	Relocate Existing City of Burleson Utility Marker <u>Two Hundred Fifty</u> Dollars and <u>No</u> Cents Per Each	\$ <u>250</u>	\$ <u>250</u>
110	1	EA	Adjust Sewer Manhole to Grade <u>Five Hundred</u> Dollars and <u>No</u> Cents Per Each	\$ <u>500</u>	\$ <u>500</u>
111	1	LS	Design and Implement Irrigation system by Texas licensed irrigator, as approved by Owner <u>Sixteen Thousand Five Hundred</u> Dollars and <u>No</u> Cents Per Lump Sum	\$ <u>16,500</u>	\$ <u>16,500</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
City Hall West Parking Lot

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
201	2,079	SY	6" Lime Stabilized Subgrade <u>Twelve</u> _____ Dollars and <u>NO</u> Cents Per Square Yard	\$ <u>12</u>	\$ <u>24,948</u>
202	37.5	TON	Lime at 36 lbs per square yard <u>Three Hundred</u> _____ Dollars and <u>NO</u> Cents Per Ton	\$ <u>300</u>	\$ <u>11,250</u>
203	1,781	SY	2" HMAC Type "D" Pavement <u>Twenty-Two</u> _____ Dollars and <u>NO</u> Cents Per Square Yard	\$ <u>22</u>	\$ <u>39,182</u>
204	1,781	SY	4" HMAC Type "B" Pavement <u>Thirty-Five</u> _____ Dollars and <u>NO</u> Cents Per Square Yard	\$ <u>35</u>	\$ <u>62,335</u>
205	182	SY	6" Concrete Paving <u>One Hundred Fifty</u> _____ Dollars and <u>NO</u> Cents Per Square Yard	\$ <u>150</u>	\$ <u>27,300</u>
206	216	SY	4" Concrete Sidewalk on Compacted Subgrade <u>Eighty</u> _____ Dollars and <u>NO</u> Cents Per Square Yard	\$ <u>80</u>	\$ <u>17,280</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
City Hall West Parking Lot

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
301	1,174	LF	Pav Surf Prep for Mrk (4") <u>No</u> _____ Dollars and <u>Twenty-Five</u> Cents Per Linear Foot	\$ <u>0.25</u>	\$ <u>293.50</u>
302	30	LF	Pav Surf Prep for Mrk (24") <u>One</u> _____ Dollars and <u>NO</u> Cents Per Linear Foot	\$ <u>1.00</u>	\$ <u>30</u>
303	2	EA	Pav Surf Prep for Mrk (ADA Symbol) <u>Fifty</u> _____ Dollars and <u>No</u> Cents Per Each	\$ <u>50</u>	\$ <u>100</u>
304	1,174	LF	4" Wide White Striping <u>One</u> _____ Dollars and <u>Twenty-Five</u> Cents Per Linear Foot	\$ <u>1.25</u>	\$ <u>1,467.50</u>
305	30	LF	24" Wide White Striping (Thermoplastic) <u>Five</u> _____ Dollars and <u>Fifty</u> Cents Per Linear Foot	\$ <u>5.50</u>	\$ <u>165.00</u>
306	2	EA	Handicap Parking Symbol <u>One Hundred Sixty-Five</u> _____ Dollars and <u>No</u> Cents Per Each	\$ <u>165</u>	\$ <u>330</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson

City Hall West Parking Lot

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
307	2	EA	"No Parking" Surface Lettering <u>One Hundred Sixty Five</u> Dollars and <u>00</u> Cents Per Each	\$ <u>165</u>	\$ <u>330</u>
308	2	EA	Handicap Parking Signage (inc. sign, foundation, and post) <u>Four Hundred</u> Dollars and <u>00</u> Cents Per Each	\$ <u>400</u>	\$ <u>800</u>
309	3	EA	Reinstall other small signs, including new foundation <u>Three Hundred</u> Dollars and <u>00</u> Cents Per Each	\$ <u>300</u>	\$ <u>900</u>
310	19	EA	Precast Concrete Wheel Stops <u>Eighty-Five</u> Dollars and <u>00</u> Cents Per Each	\$ <u>85</u>	\$ <u>1,615</u>
401	2	EA	Relocate Existing Light Pole <u>Four Thousand</u> Dollars and <u>00</u> Cents Per Each	\$ <u>4,000</u>	\$ <u>8,000</u>
402	2	EA	Light Pole Foundation <u>Two Thousand</u> Dollars and <u>00</u> Cents Per Each	\$ <u>2,000</u>	\$ <u>4,000</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
City Hall West Parking Lot

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
403	1,584	LF	2" Conduit (PVC SCH 80)(T) <u>Forty</u> Dollars and <u>No</u> Cents Per Linear Foot	\$ <u>40</u>	\$ <u>63,360</u>
404	3,348	LF	No. 8 Insulated Electric Conductor <u>Four</u> Dollars and <u>Twenty-Five</u> Cents Per Linear Foot	\$ <u>4.25</u>	\$ <u>14,229</u>
405	1,584	LF	No. 8 Bare Electric Conductor <u>Four</u> Dollars and <u>Twenty-Five</u> Cents Per Linear Foot	\$ <u>4.25</u>	\$ <u>6,732</u>
501	3	EA	Desert Willow <u>Eight Hundred Twenty-Five</u> Dollars and <u>No</u> Cents Per Each	\$ <u>825</u>	\$ <u>2,475</u>
502	71	EA	Shrubs (5 gal.) <u>Fifty</u> Dollars and <u>No</u> Cents Per Each	\$ <u>50</u>	\$ <u>3,550</u>
503	2,729	SF	Bermuda Grass Solid Sod <u>No</u> Dollars and <u>Seventy</u> Cents Per Square Foot	\$ <u>0.70</u>	\$ <u>1,910.30</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
City Hall West Parking Lot

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
504	1,141	SF	4" Decomposed Granite <u>Five</u> _____ Dollars and <u>NO</u> Cents Per Square Foot	\$ <u>5</u>	\$ <u>5,705</u>
505	416	LF	Metal Edging - 1/8"X4" <u>Ten</u> _____ Dollars and <u>NO</u> Cents Per Linear Foot	\$ <u>10</u>	\$ <u>4,160</u>

Total Base Proposal

Four Hundred Thirty Seven Thousand,

Four Hundred Eighty Seven Dollars and

Thirty Cents

\$ 437,487.30

Construction Time: Offeror shall complete the work within 60 calendar days from notice to proceed to substantial completion.

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 60 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond or Cashier's Check for _____ (\$_____ 5%) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may over lap at Contractors discretion).
TOTAL DAYS: 60

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
10. BIDDER acknowledges that the City of Burleson reserves the right to delete any portion of this project, as it may deem necessary to stay within

the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the City of Burleson reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the City's available funds.
12. BIDDER accepts the provisions as to liquidated damages (\$240.00 per calendar day) in the event of failure to complete the work on time.
13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

Company

By _____

(Please Print)

Title

Address

City

State

Zip

(Seal if corporation)

Submitted by _____

An Individual
A Corporation
A Partnership

Doing Business as _____

(Complete A or B below, as applicable)

[]A. The principal place of business of our company is in the State of _____.

Non-resident bidders in the State of _____, our principal place of business, are required to be _____% lower than resident bidders by State Law.

A copy of statute is attached.

[✓]B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ _____

ALL OTHER CHARGES: \$ _____

*TOTAL: \$ _____

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. ST2303

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "Owner," and

hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

City Hall West Parking Lot

City of Burleson Project No. ST2303

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by **City of Burleson** hereinafter called Owner, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete same within 60 calendar days after the date of written notice to commence work.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

This Contract is entered into subject to the Charter and ordinances of Owner, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Owner reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy the cost to Owner of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of Owner in the performance of this

Contract. No term or provision of, or act of Contractor or Owner under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

Owner and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither Owner nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of Owner.

It is further agreed that one or more instances of forbearance by the City in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Bryan Langley
City Manager

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ who is known to me or ☐ who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or ☐ who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 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:

City Hall West Parking Lot

City of Burleson Project No. ST2303

in the City of Burleson, 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 PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the

covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that 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 performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way 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.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION 9

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the _____ day of _____, 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:

City Hall West Parking Lot

City of Burleson Project No. ST2303

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants

supplying labor and materials in the prosecution of the work provided for in the above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that such 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 performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way 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 Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

The Resident Agent of the SURETY in either Tarrant or Johnson County, Texas,
for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Payment Bond must NOT be prior to date of Contract.

SECTION 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the _____ day of _____, 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:

City Hall West Parking Lot

City of Burleson Project No. ST2303

in the City of Burleson, 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 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 acceptance and

perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, 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 in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that 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 performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way 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.

The undersigned and designated agent is hereby designated by SURETY as the resident agent in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION 10A.1
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: City Hall West Parking Lot
Project Number: ST2303
Owner: City of Burleson, Texas
Contractor: _____
Engineer: N/A

The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this _____ day
of _____ 20____

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

SECTION 10A.2
CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF JOHNSON

§ CONTRACTOR'S AFFIDAVIT OF
§ FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared _____

("Affiant"), who, after being by me duly sworn, deposes and says that he is _____

, a _____ (corporation, partnership, trade name)
of _____ (County, State of Texas) the ("Contractor"), which said Contractor
was awarded the contract dated the _____ day of _____, for the construction of **City Hall West
Parking Lot** (the "Work"), for a total consideration
of _____ Dollars to be paid to the said Contractor (the
"Contract"), and the Affiant has full power of authority to make this affidavit.

That CITY OF BURLESON (the "Owner") has received the request for final payment on said Work, and that the said contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property code, and Article 510 of the Revised civil Statues of the State of Texas, or any other applicable statues or charter provisions, and that all just bills for labor and materials have been paid and charged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned contract, and hereby waives and releases any right against the Owner arising out of or in any manner connected with the performance of the work and/or his Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the contract and shall not be deemed or alter or modify the terms and provisions of said Contract.

By _____
(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ day of _____, 20____.

(Notary Public, in and for the State of Texas)

(Printed Name of Notary)

My Commission expires: _____

SPECIAL PROVISIONS

PART A – PAVING AND DRAINAGE SPECIFICATIONS

11A-1 PURPOSE OF SPECIAL PROVISIONS:

The project shall be constructed in accordance with the *Standard Specifications for Public Works Construction* as issued by the North Central Texas Council of Governments (NCTCOG), as it may be amended from time to time, hereinafter referred to as the Standard Specifications.

These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.

Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

References made to "TxDOT" items in this contract shall mean items in the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* as published by the Texas Department of Transportation in 2004, or most recent edition, Standard version only. There will be no Metric projects. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

11A-2 SCOPE OF WORK:

- A. The work governed by these specifications is located in the city of Burleson, Texas and consists of the **City Hall West Parking Lot**, City of Burleson **Project No. ST2303**. The project includes the construction of a new asphalt parking lot. All work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
- B. The intent of the Contract Documents, including the Standard Specifications, Special Provisions & Projects, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor.
- C. Horizontal and vertical control, if available, will be provided by the Owner prior to construction. Construction staking will be the responsibility of the contractor. No separate pay item is included for construction staking. The work will be performed subject to the right of inspection by the City Engineer or his authorized representative. Any provision of the agree-

ment vesting in the City of Burleson, Department of Engineering Services, the right of supervision or inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained as described, and no such provision shall be interpreted as vesting in the City of Burleson, Department of Engineering Services the right to control the details of the work.

- D. The Contractor shall maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.
- E. The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.

Whenever the City of Burleson shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work; such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the City of Burleson may orally require immediate removal of an employee for cause, to be followed by written confirmation.

11A-3 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Burleson as a condition of the contract, together with appropriate powers of attorney.
 - 1. **Performance, Payment, And Maintenance Bonds:** Performance, Payment and Maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Burleson. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.
 - 2. **Performance Bonds And Payment Bonds In Excess Of \$100,000:** In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a

surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

3. **Insurance:** Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation
Employer's Liability

Statutory Limit
\$100,000 Each Occurrence
\$100,000 Disease – Each
Employee

Liability Insurance

Commercial General Liability
(No standard coverages are to
be excluded by endorsement.)

\$1,000,000 Per Occurrence

Automobile Liability Insurance

Commercial Auto Liability Policy
(including coverage for owned,
hired, and non-owned autos)

\$ 500,000 Combined
Single Limit

Umbrella Liability

(Following Form and Drop Down
Provisions Included)

\$2,000,000 Each Occurrence

- B. It is agreed by all parties to this contract that the insurance required under this contract shall:

1. Be written with the City of Burleson as an additional insured.
2. Provide thirty days notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.
3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Burleson, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
5. Provide a Certificate of Insurance evidencing the required coverages to:

City of Burleson
Public Works Capital Division
Attn: Travis Rosenbaum
141 W. Renfro
Burleson, TX 76028

- C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Burleson or the City of Burleson's property might be responsible or encumbered (less amounts withheld by City of Burleson) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Burleson, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Burleson, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City of Burleson. If a subcontractor refuses to furnish a release or waiver required by the City of Burleson, the Contractor may furnish a bond satisfactory to the City of Burleson to indemnify the City of Burleson against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City of Burleson all money that the City of Burleson may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

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/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - 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, owner-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.

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.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
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.

5. The Contractor shall 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 (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.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten 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.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall 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, 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;
 - b. provide to 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;
 - c. 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;

- d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten 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
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
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.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11A-4 INDEMNIFICATION:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Burleson and all its officials, officers,

agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Burleson, his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Burleson from the consequences of City of Burleson's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workmen's compensation acts or other employee benefit acts.

11A-5 ADDENDUM:

This section has been moved to "Instructions to Bidders."

11A-6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 5 of this contract, will be the maximum number of calendar days allowed to substantially complete this project. ***Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed.*** Failure of the Contractor to complete the work within this time will result in damages being sustained by the City of Burleson. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Burleson TWO HUNDRED FORTY DOLLARS (\$240.00) for each calendar day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Burleson and Contractor that TWO HUNDRED FORTY (\$240.00) is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as

a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

The days as outlined in the Bid Summary for each section is given as a guide to the amount of time assumed to complete that particular portion of work. Liquidated damages will incur as a relation to completion of the entire Project within the allotted total number of Calendar days, which is 60 days.

11A-7 COMPUTATION OF CONTRACT TIME FOR COMPLETION:

The Contract Documents furnished to the Contractor shows the number of calendar days allowed in the contract. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days will be considered, equal to the time which, in the opinion of the engineer, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement (change order).

Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the prosecution of the work. Time will also be charged for Sundays and holidays.

Prior to beginning construction operations, the Contractor shall submit to the engineer a *Critical Path Method (CPM)* chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete the contract within the allotted time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time.

Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.

The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the engineer, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written request of the engineer, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the engineer will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be in compliance, he will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:

1st Month - Reduction = 30% X work performed (Month Only)
2nd Month - Reduction = 40% X work performed (Month Only)
3rd Month - Reduction = 50% X work performed (Month Only)
Subsequent Month - Reduction = 50% work performed (Month Only)

The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., 30% payment reduction for the work performed during the first month, plus 40% payment reduction for work performed during the second month, plus 50% payment reduction for work performed during the third month, and plus 50% payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.

The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.

Prior to any construction activities, the Contractor shall install erosion control measures. The Contractor shall then begin the work to be performed under the contract within 10 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

11A-8 DELAYS:

The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of City of Burleson or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City of Burleson makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether

the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this contract it is required, expressly or otherwise, that City of Burleson shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City of Burleson as to the time of such performance and the delay of City of Burleson in fulfilling such requirement shall not result in liability of any kind on the part of City of Burleson except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.

11A-9 MONTHLY ESTIMATE:

Although Contractor estimates may be submitted on a monthly basis, The City of Burleson does not use a monthly pay estimate schedule. The City will process the estimate within a reasonable time. It is the Contractor's best interest to get the estimate to the inspector as early in the week as possible to verify quantities and make the request. After verification, payment can be made

11A-9A RIGHT TO AUDIT:

CONTACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.

11A-10 PREVAILING WAGE RATES:

The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 3 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 3. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 3 of the contract documents in accordance with applicable State and Federal Laws.

Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Burleson for all employees

performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.

A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.

The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

11A-11 CONSTRUCTION WATER:

Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter at the Utility Billing Department Office, 141 W. Renfro, City Hall, prior to picking up the meter. These meters will be furnished by the City of Burleson and will be picked up at City Hall. The assigned company is liable for any theft and/or damage done to the meter once in the Contractor's possession. The loss of the meter or failure to turn it in when the job is completed will result in the forfeiture of the security deposit. Damages to the meter will be billed. It will be up to the assigned company to supply the monthly meter reading, meter number and signature of the company employee in writing to the Utility Billing department no later than the 10th of each month. That written reading may be dropped off to the Utility Billing department at City Hall or faxed to 817-447-3928. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in SECTION 7 (PROPSAL) of this contract.

11A-12 DETOURS AND BARRICADES:

The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign

placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the *TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)*. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or authorized representative. Unless included as a bid item, no direct compensation will be made to the contractor for the preparation of the Traffic Control Plan.

Unless otherwise approved by the engineer or authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices bid for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A bid item shall be included for furnishing, installing, maintaining and final removal of the asphalt.

Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following "*Traffic Control Device Detail*," which is enclosed as part of these specifications. These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.

No direct compensation (unless bid item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate.

11A-13 SALES TAX EXEMPTION:

The Contractor is cautioned that Texas law regarding tax exemption for City projects has been revised. The Contractor is responsible for obtaining the latest information from the State Comptroller's Office and/or other appropriate entities and bidding accordingly.

11A-14 ACCESS TO PRIVATE PROPERTIES:

The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices bid. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.

The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

11A-15 CRUSHED ROCK BAD WEATHER PROTECTION:

During periods of bad weather, the Contractor shall put in place, on excavated streets, an amount of Type A, Grade 1, flex base sufficient to provide temporary access to private non-commercial property. Crushed concrete flexible base meeting TxDOT Item 247, Grade 1 is also acceptable to provide temporary access to private property. All flex base will be removed and stockpiled for future use at other locations as necessary. Any base removed and hauled off the project site without approval from the engineer will be replaced by an equal quantity at the Contractor's expense. Special care will be taken by the Contractor during placement and removal of the flex base, not to unnecessarily combine the flex base with native material on the project. If special care is not taken by the Contractor, an equal quantity of flex base will be replaced at the Contractor's expense. This specification is not considered a separate bid item. It is considered subsidiary to other items in the proposal. Ingress and egress onto private and public property shall be maintained at all times when contractor is not working in the area.

11A-16 USE OF PRIVATE PROPERTY:

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. ***The Contractor shall not at any time use private water meters set for the property owners use without written permission of the property owner.*** Contractor is responsible for any and all damages to private property used for construction purposes.

11A-17 PROTECTION OF THE PUBLIC:

(COG 107.18) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at his entire expense.

Materials placed on the site, or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

The City of Burleson reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the City of Burleson shall be deducted from monies due or to become due to the Contractor.

11A-18 PROTECTION OF ADJACENT PROPERTY:

The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and personnel. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the Engineer. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-19 TESTING:

The City Inspector, deemed necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the City as follows:

1. *Sanitary Sewer Lines*

- Trench backfill density- City pays initial testing, Contractor pays for retesting.
- Pressure Testing of the Line - Contractor pays.
- Manhole Vacuum Test – Contractor pays.

2. *Water Lines*

- Trench Backfill Density – City pays initial testing, Contractor pays for retesting.
- Pressure Testing of the Line- Contractor pays.

- Line Sterilization – Contractor pays for sterilization. City takes water sample and pays for the initial testing, Contractor pays for retesting.
3. *Storm Drain*
- Trench Backfill density – City pays initial testing, Contractor pays for retesting.
4. *Paving*
- Lime or cement stabilized subgrade gradation and density – City pays initial testing, contractor pays for retesting.
 - Mix design/plant control – Contractor pays
 - Strength test/ cylinders – City pays initial testing, Contractor pays for retesting.
 - Thickness test/coring - City pays initial testing, Contractor pays for retesting and additional tests to isolate deficient areas.
5. *Structures*
- Mix design/plant control – Contractor pays
 - Strength test/cylinders – City pays initial testing, Contractor pays for retesting.

The failure of the City to make any tests shall in no way relieve the Contractor of his responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the engineer may require for collecting and forwarding samples and shall not, without specific written permission of the engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City of Burleson.

In case of concrete, the aggregates, design minimum and the mixing and transporting equipment shall be approved by the engineer before any concrete is placed, and the Contractor shall be responsible for replacing any concrete which does not meet the requirements of the contract documents.

11A-20 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the engineer. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the engineer and the cost of such tests will be the expense of the Contractor.

11A-21 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES:

Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Burleson or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

11A-22 EXISTING UTILITIES:

The Contractor will make every effort to protect existing utilities and other lines or structures. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the engineer or his representative. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

The Contractor shall contact the proper utility representative as follows for questions or coordination of construction related to existing utilities:

<u>Utility</u>	<u>Representative</u>	<u>Phone Number</u>
ATMOS (formerly TXU Gas) 100 W. Morningside Dr. Fort Worth, TX 76110	Mathew McCartney Engineer 1	982-328-5125
Oncor Electric Delivery 7860 Winbrook Benbrook, TX 76126	Cameron Vail	469-792-2480

AT&T
1116 Houston St.. Rm 1410
Frot Worth, TX76102

Daniel Dunn
Mgr Osp Plng & Engrg Design

817-994-3700

CHARTER COMMUNICATIONS
8912 S. I-35W, Ste. D
Fort Worth, TX 76134

Sheri Trahan
Relocation Consultant

817-271-8108

PUBLIC WORKS
1675 John Jones Dr.
Burleson, TX 76028

Travis Rosenbaum, P.E.
Project Engineer

817-426-9620

11A-23 PROTECTION & CLEANING OF EXISTING SEWERS

If the contractor, through any carelessness or negligence, obstructs the flow through any existing sewer within the limits of the project, the Public Works Department of the City of Burleson will provide the necessary equipment and labor to clean the obstructions(s) at a rate of Two Hundred Dollars (\$200.00) per hour with a two (2) hour minimum per location.

11A-24 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES:

In the preparation of plans and specifications, the engineer has endeavored to indicate the location of existing underground utility lines which are known to the engineer. No attempt has been made to show minor lines or service lines however, and it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of construction, the Contractor shall communicate with the local representative of all utility companies and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. It is the Contractor's responsibility to uncover and determine the elevation and location of all potential conflicts well ahead of the excavation.

11A-25 RIGHT-OF-WAY PREPARATION:

Right-of-way preparation shall be in accordance with NCTCOG Specification Item 203.3, General Site Preparation. "Preparing Right-of-Way" shall be measured on a lump-sum basis unless indicated otherwise. The lump sum bid for this item shall not exceed 10 percent of the total amount bid for the entire project. A prorated portion of the lump sum bid shall be paid monthly until such work is completed. No dumping or disposal of excess material will be allowed in

floodplains or below the 100-year flood elevation of drainage ways. The Contractor should take special precautions to avoid damaging any trees outside the construction limits and any other trees which the engineer may designate to remain.

11A-26 ROADWAY EXCAVATION:

All roadway excavation on this project shall be unclassified and shall be performed in full accordance with the NCTCOG Specifications, Division 200, 203.4, "Unclassified Street Excavation."

Payment for excavation is based on plan quantity. Contractor shall verify excavation/fill quantities and shall notify City of Burleson in writing of concurrence or disagreement with plan quantities prior to start of construction. Any discrepancies in quantities shall be resolved prior to beginning excavation. No adjustments to plan quantities shall be allowed once excavation/fill activities have begun.

It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits to dispose of both excess and unsuitable material from roadway excavation not needed in roadway fill and embankment. No separate payment shall be made for disposal of excess or unsuitable material. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

11A-27 UNCLASSIFIED STRUCTURAL EXCAVATION: N/A

11A-28 SITE GRADING:

All vegetation shall be removed from areas where fill is to be placed. Topsoil shall be grubbed, removed, and stockpiled. After the fill has been placed and compacted, the topsoil shall be spread to a thickness of six inches (6") in all proposed areas that require it. The topsoil shall be free from grass, roots, sticks, stones, or other foreign materials. After placement is complete, the surface of the topsoil shall be finished to a reasonably smooth surface so grass may be planted and maintained.

Site grading will be based on the elevations and grades shown on the Grading and Paving Drawings. Filling, construction of embankments, removal, stockpiling, and spreading topsoil and offsite disposal of excess material will be considered incidental and subsidiary to excavation and shall not be a separate pay item.

No extra payment shall be made for rock excavation or crushing rock material for placement in fill areas. This work shall be considered incidental to site

grading and shall not be a separate pay item.

11A-29 COMPACTED ROADWAY FILL & EMBANKMENT: N/A

11A-30 BORROW: N/A

11A-31 FILLING:

Fills shall be constructed at the locations and to the lines and grades indicated on the drawings. When rock excavation is used, it shall be broken or crushed so that the maximum dimension is four (4") inches. No rock will be allowed in the upper twelve (12") inches of the fill.

Equipment for compacting fills shall be sheepfoot rollers, rubber-tired rollers, and other approved equipment capable of obtaining required density.

The combined excavation and fill placing operation shall be blended sufficiently to secure the best practicable degree of compaction. Fill shall be compacted to at least ninety-five percent (95%) Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. The suitability of the materials shall be subject to approval of the City of Burleson's laboratory. Dump, then spread and mix successive loads of material to give a horizontal layer of not more than eight (8") inches in depth, loose measurement. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized, and brought to a uniform approved moisture content.

No fill material shall be rolled until the layer of material has a uniform moisture content which will permit the proper compaction under that degree of moisture content which is the optimum for obtaining the required compaction.

Dry any material having a moisture content too high for proper compaction by aeration until the moisture content is lowered to a point where satisfactory compaction may be obtained. If the moisture of the fill material is too low, add water to the material and thoroughly mix by blading and discing to produce a uniform and satisfactory moisture content.

If, in the opinion of the City of Burleson's laboratory or inspector, the rolled surface of any layer or section of the fill is too smooth to bond properly with the succeeding layer or adjacent section, roughen by discing or scarifying to the satisfaction of the City of Burleson's laboratory before placing succeeding layer or adjacent sections.

No recycled soil will be allowed for use on this project without prior consent from the engineer.

11A-32 DRAINAGE:

Contractor shall maintain adequate drainage at all times during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to the adjacent property shall not be allowed.

11A-33 REMOVAL ITEMS:

On this project, the removal of existing concrete curb and gutters, concrete valley gutters, and concrete drive approaches shall be at the locations indicated by the engineer and shall be paid for under the right-of-way preparation pay item (See Special Provision 11-23) unless a separate bid item is included in the PROPOSAL. All concrete curb and gutter and drive approaches removed will be broken out at existing construction expansion joints if possible. Where existing concrete is removed at a location other than a joint, the slab will be sawed in a neat straight line the full depth of the slab. The cost for sawing and breaking shall be considered subsidiary to the unit price bid for concrete removal. The Contractor shall make every effort to protect all concrete surfaces that will remain. Any remaining surfaces damaged during removal operations by the Contractor will be replaced at the Contractor's own expense.

The responsibility of locating suitable disposal sites for removal items on this project will be solely a function of the Contractor. The City of Burleson will in no way be responsible for the actions of the Contractor if he disposes of excess material in locations that are not approved. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-34 HYDRATED LIME AND PORTLAND CEMENT FOR SUBGRADE STABILIZATION:

Hydrated lime to be used on this job shall conform to NCTCOG Specification Item 301.2 with the exception of 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. Portland cement to be used for stabilization shall conform to NCTCOG Specification Item 301.3.

11A-34A LIME STABILIZATION OF SUBGRADE:

- A. Prior to beginning any lime modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with *Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges*, 2004, Item _____. The cost of proof rolling shall be considered subsidiary to this item.

- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be six (6") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Lime will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Lime will be applied by the "slurry method" when application is in the corporate limits of the City of Burleson, Texas.
1. Lime and water shall be combined to form a mixture for the lime application. Past experience has proven that approximately 3200 pounds of lime to 500-600 gallons of water will produce the satisfactory mixture. The slurry mix must be made within the city limits of the City of Burleson.
 2. The slurry will be applied with an approved distributor or water truck by making multiple passes, if necessary, to apply the correct amount of lime. The distributor or water truck will be equipped with an agitator to keep the slurry in a consistent mixture.
 3. For applications greater than or equal to 40 pounds per square yard, the initial application shall be applied in halves (two equal parts) on day one (1) and day two (2). This is subsidiary to the lime stabilization item.
 4. Mixing with a pulvimixer will immediately follow the lime application(s) until 100% of all material will pass a two (2") inch sieve. The lime treated subgrade shall then be sealed with a pneumatic roller and left for an initial curing (mellowing) period of no less than 72 hours (3 days) and no more than 168 hours (7 days) measured from day one (1) of the initial application. During the initial curing (mellowing) period, the lime treated subgrade shall be maintained at the optimum moisture content to plus (+) four percentage points. *The final remix and compaction shall be completed within 168 hours (7 days) measured from day one (1) of the initial application. If the final remix and compaction are not complete within 168 hours (7 days) measured from day one (1) of the initial application than an additional lime application will be required. The additional lime application amount shall be 50 % of the original total application rate and shall be added to the lime treated subgrade in accordance with Section 11A-32. **No additional payment shall be made when this additional lime application is required.***

5. For the final remix the subgrade shall be re-scarified to a depth of six (6") inches and pulverized until all material conforms to the following:

Passing 1" Sieve	100%
Passing #4 Sieve	60%

Final compaction shall be accomplished in two (2) three (3") inch lifts and compacted to at least 95% of Standard Proctor Density as defined by TEX 113-E. The allowable field moisture content at 95% Standard Proctor Density shall be maintained at optimum to plus (+) four percentage points. A curing seal of emulsified asphalt, MS-1, shall be applied to the compacted subgrade at a rate of 0.15 gallons per square yard within 24 hours of passing density tests. This is subsidiary to the lime stabilization item.

- D. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Burleson's Communications & Environmental Services at (817) 447-5410, ext. 269 during Service Center working hours and to the Burleson Fire Department Dispatcher (817) 295-5498, ext 230 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the lime stabilization item.

11A-34B PORTLAND CEMENT STABILIZATION OF SUBGRADE – N/A

11A-35 FLEXIBLE BASE: N/A

11A-36 CONCRETE CURB AND GUTTER:

Concrete curb and gutter shall be placed at locations along the project where portions of the existing curb and gutter is removed. In cases where 100% of the existing curb and gutter is to be removed, it shall be replaced with the Standard 30 inch curb and gutter section. All concrete used for curb and gutter in the City of Burleson will have a cement content of not less than five (5) sacks of cement per cubic yard of concrete, 5% entrained air (\pm 1.5%), and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit price bid for curb and gutter shall include 3-#3 bars of reinforcing steel. Expansion joints shall be placed at all intersections, P.Cs, P.Ts, driveways, inlets, other curb and gutter or every 200 feet. All expansion joints shall not be less than one-half inch (1/2") in thickness with longitudinal dowels. Dowel shall be three No. 4 smooth bars, 24 inches in length. One-half of the dowel shall be coated with asphalt and terminated with an expansion cap. All work shall be in

compliance with NCTCOG Section 305.1. All loose material between the form will be removed and the grade wetted prior to the placing of the concrete. An approved curing compound shall be applied to the surface in accordance with the Curing Specification.

11A-37 EPOXY BONDING AGENT:

Epoxy used for tie bars drilled into existing concrete shall be submitted to the project inspector for approval.

11A-38 HOT MIX ASPHALTIC CONCRETE:

A. PAVING MIXTURES:

1. **Mixture Design:** The Job Mix Formula shall be designed by the Contractor in accordance with the requirements of this Special Provision, TxDOT Bulletin C-14 and TxDOT Test Method Tex-204-F and tested in accordance with TxDOT Test Methods Tex-201-F and Tex-202-F, with the exception that the laboratory density will be determined as a percentage of the mixture maximum theoretical density. The maximum theoretical specific gravity shall be determined in accordance with TxDOT Test Method Tex-227-F on trial samples of the mixture near optimum asphalt content and conform with the requirements herein. The Contractor shall submit the Job or Plant Mix Formula for review on forms acceptable to the City for each source of supply and type of mixtures specified. Total sand content shall not exceed 18% for Type "D" mix. The bulk specific gravity will be determined for each aggregate to be used in the design mixture. The mixture shall be designed to produce a mixture within the density and stability requirements shown below. In addition, washed gradations of the aggregate in the job mix formula shall be plotted on the 0.45 power chart for comparison with the maximum density line.
2. **Stability and Density:** The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory in accordance with TxDOT Test Method Tex-206-F and the bulk specific gravity of the laboratory compacted mixture determined in accordance with TxDOT Test Method Tex-207-F should have the following percent of maximum theoretical density as measured by TxDOT Test Method Tex-227-F and stability conforming to TxDOT Test Method Tex-208-F:

Optimum Density Range
95 to 97 Percent

Stability, Percent
Not Less than 42

3. **Types:** The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. Mineral filler may also be required.

When properly proportioned, the mineral aggregate shall produce a gradation which will conform to the limitations for master grading given for the type specified unless otherwise shown on plans. The gradation will be determined in accordance with TxDOT Test Method Tex-200-F (Dry Sieve Analysis) and shall be based on aggregate only. The amount of asphaltic material shall conform to the limitations shown for the paving type specified.

Type "B" (Fine Grade Binder of Leveling-up Course)	Percent Aggregate by Weight or Volume
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Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. 10 sieve	5 to 26
Total retained on No. 10 sieve	50 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve ...	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight, unless specified otherwise on the plans.

Type "D" (Fine Grade Surface Course):	Percent Aggregate by Weight or Volume
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Passing 1/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve ...	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight, unless specified otherwise on the plans.

4. **Sampling and Testing for Field Control:** Extraction tests for bitumen content and aggregate gradation shall be made for each 500 tons produced or fraction thereof. Extraction tests shall

conform to TxDOT Test Method Tex-210-F. Tests for stability of the asphalt mixture shall conform to TxDOT Test Method Tex-208-F. The mixture shall not vary from the grading proportions of the aggregate and the asphalt content by more than the respective tolerances and shall be within the limits specified for master grading.

5. **Tolerances in Relation to Approved Design:** The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances which follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be TxDOT Test Method Tex-210-F or other methods of proven accuracy.

Type "B" (Fine Grade Binder of Leveling-up):	Percent Aggregate by Weight or Volume
Passing 2" sieve	±5%
Passing 1¾" sieve	±5%
Passing 1¾" sieve, retained on 7/8" sieve	±5%
Passing 7/8" sieve, retained on 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10 sieve	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic material	±0.5%/or 1.2% by vol.

Type "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing ½" sieve	±5%
Passing 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic Material	±0.5%/or 1.2% by vol.

B. IN-PLACE COMPACTION CONTROL: In-place compaction control is required for all mixtures.

1. Asphaltic concrete should be placed and compacted to contain not more than 8 percent nor less than 3 percent air voids unless otherwise indicated. The percent air voids will be calculated using the maximum theoretical specific gravity of the mixture determined according to TXDOT Test Method Tex-227-F. Roadway specimen, which shall either be cores or sections of asphalt pavement, will be tested according to TXDOT Test Method Tex-207-F. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determinations shall be carefully crumbled, using heat, if necessary, and the maximum theoretical density determined as specified. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample. The use of nuclear field density determinations shall not be accepted as the basis for acceptance with respect to density. However, an approved nuclear gauge may be used to establish a rolling pattern.
2. The Contractor shall be responsible for assuring that the compaction of the asphaltic concrete in place will attain between 3 and 8 percent air voids. The Contractor's responsibility for the required compaction includes the selection of rolling equipment and the selection of rolling patterns to achieve the required compaction within the guidelines provided herein. The above selections of equipment and procedures must provide the required qualities of profile, smooth riding surface, and consistent workmanship in appearance.

Initial testing will be the responsibility of the City of Burleson. Any retest will be the responsibility of the Contractor. Additional information is provided in Section 11-18 of these Special Provisions.

11A-39 TACK COAT:

The unit bid prices for coarse graded base course and fine graded surface course shall include the application of a tack coat to each layer of asphaltic concrete before the next layer is applied and a tack coat shall also be applied to any exposed concrete edges that shall abut any hot mix asphaltic concrete. The tack coat shall be liquid asphalt complying with the specifications of the Asphalt Institute for SS-1, MS-2 Emulsified Asphalt. The tack coat shall be applied to each layer at a rate not to exceed 0.05 gallons per square yard of surface.

11-40 ASPHALTIC PRIME COAT:

A prime coat shall be used on the stabilized base material immediately after the base material has been compacted to specified density and cut to grade. The prime coat shall be liquid asphalt complying with the specification of the Asphalt Institute for type MS-2 Emulsified Asphalt. The prime coat shall be applied to the surface of the base at a rate of 0.20 to 0.40 gallons per square yard of surface and allowed to penetrate as far as possible. The cost of furnishing and installing the asphalt prime coat shall be considered subsidiary to the unit prices bid for hot mix asphaltic concrete.

11A-41 REINFORCING STEEL:

All reinforcing steel used on this project shall comply in all respects to Item _____, "Reinforcing Steel" of the *Standard Specifications for Construction of Highways, Streets and*, as adopted by the Texas Department of Transportation, 2004 ed. Payment for reinforcing steel shall be considered subsidiary to the various bid items.

11A-42 TEMPORARY BATCH PLANT: N/A

11A-43 TESTING REQUIREMENTS (CONCRETE):

The strength of the concrete shall be determined during the construction by taking a minimum of three (3) test cylinders and/or two test beams during each fifty (50) cubic yards of continuous pouring. These tests shall be conducted by an approved testing laboratory and the initial tests shall be paid for by the City of Burleson. The cost of additional testing to isolate areas not complying with the specifications shall be paid for by the Contractor.

Beam strength tests permitted by the specifications for early form removal shall be conducted by an approved testing laboratory and the cost shall be borne by the Contractor.

11A-44 CONCRETE VALLEY GUTTERS:

All concrete valley gutters shall have a thickness of six inches (6"). Concrete valley gutters shall be reinforced with #4 bars on twelve inch (12") spacing in both directions. All concrete shall have a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air (\pm 1.5%) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. An approved curing compound shall be applied to the surface.

11A-45 CONCRETE DRIVEWAYS:

Driveways shall be composed of concrete having a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit bid price shall also include #3 bars on twelve inch (12") centers, or #4 bars on eighteen (18") centers both ways. An approved curing compound shall be applied to the surface.

The City will replace only those existing driveways specified. Any new drives installed by the Contractor under criteria other than the above will be at his own expense.

All drive connections to State Right-of Way shall use TxDOT details.

11A-46 RECONSTRUCT DRIVES:

Existing drives which will be destroyed by proposed construction and which will be reconstructed are specifically called out on the plans and construction shall conform to this special provision. After construction operations are completed in the street area, these drives shall be reconstructed to original or better condition than existed before construction and to satisfaction of the engineer. Existing surface and base materials and storm drain pipe may be reused if approved by the engineer. Where new materials will be required in order to reconstruct drives to the required condition, the Contractor shall be aware of their need and they shall be incidental to the price requested. All work shall conform to the applicable standard and special project specifications. Payment for reconstructing drives shall be a price per square yard of typical concrete driveway or a price per square yard of exposed aggregate concrete driveway. Such price shall include all materials, labor, and supervision for the completed construction.

11A-47 CONCRETE SIDEWALKS:

MATERIALS: Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.

B. **CONSTRUCTION PROCEDURE:** In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot (2%) across the sidewalk toward the street. All forms shall remain in place at least twenty-four (24) hours.

The plane of all joints shall make a right angle with the surface of the pavement. No joints shall have an error in alignment of more than one-half (1/2") inch at any point. The edges of the slab at all joints, except where the joints are sawed, shall be rounded with an edger having a radius of one-fourth (1/4") inch, except as otherwise shown on the plans. The edging shall also be done symmetrically on each section with the plane of the joint.

Longitudinal expansion joints, joints used to separate new from old concrete, and all joints around all fire hydrants shall be made of conventional one-half (1/2") inch asphalt expansion joint material extending completely through the concrete unless otherwise specified on the plans.

Transverse expansion joints shall be three-fourths (3/4") inch in width and be made of high grade redwood placed through the concrete at a spacing not to exceed forty (40') feet. No. 4 X 18" steel dowels shall be placed on eighteen inch (18") centers through each redwood expansion joint, one end of each dowel being wrapped or otherwise prevented from bonding to the concrete.

Contraction joints shall be made in the sidewalk at regular intervals, such intervals generally being equal to the width of the sidewalk.

The Contractor shall grade or fill, as necessary, along the sidewalk to match the existing ground. Care will be used to ensure that adjacent property outside the right-of-way line is protected.

11A-47A CONCRETE SIDEWALKS WITH RETAINING WALL: N/A

11A-48 BARRIER FREE RAMPS:

Sidewalks shall be constructed barrier free and fully accessible. Curb ramps are required at all intersections between sidewalks and streets. At driveways, the curb shall be layed down and the sidewalk section shall be maintained through the driveway. Ramps shall be constructed in accordance with the detail shown on the plans. Ramp slopes shall not exceed one inch (1") rise in twelve inches (12"). The landings shown on the details shall be constructed of concrete and paid for under the unit price bid for sidewalks. At tee intersections, a mid ramp shall be constructed as shown in the details. The ramps shall be paid for based on the unit price bid for the ramp and shall include curb and street cuts, matting, and other material used to construct the ramps, complete and in place.

11A-49 CONCRETE MEDIANS: N/A

11A-50 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES:

The Contractor shall be responsible for adjusting (vertical), or relocating (horizontal and vertical), and bringing to grade, water meter boxes, within the limits of this project. This shall include the adjustment or relocation of the service line on the City's side of meter (from main to the meter), the quarter bend, the curb stop or angle valve, depending on service size, and the meter. Adjustment of the customer's service line shall be performed by a licensed plumber and shall be considered subsidiary. All of the work shall be in accordance with the Standard Specifications for Waterworks and Sewerage Improvements (1997). The Contractor shall also endeavor to keep meters accessible during the project construction for reading purposes. In the event the meters are covered during construction, the Contractor shall mark their locations with stakes and shall uncover the meters within 24 hours when notified to do so by the inspector. The Contractor shall also replace cast iron meter boxes, with boxes of the following specifications:

For Meter Boxes for 5/8", 3/4", and 1" services

1. Single Mtr. Box (non-traffic) - Alliance 1200.SBTR
2. Double Mtr. Box (non-traffic) - Alliance 16AMR2.DU.SB
- 3.

For Meter Boxes of 1.5" and 2" services

1. Single Mtr Box (traffic) - Rotec D1730-18-BD5M
2. Double Mtr. Box (traffic) - Rotec DFW38C-14-KSBSM

Water meter boxes broken by the Contractor shall be replaced at the Contractor's own expense. If any portion of the meter box is in a concrete sidewalk, the meter box shall be relocated outside the sidewalk. The box shall be set to the finished grade of the surrounding lot. Water service and meter box *adjustments* (vertical) shall be subsidiary to the various items in the PROPOSAL. Water service and meter box *relocations* (horizontal and vertical) shall be paid for as outlined in the PROPOSAL.

11A-51 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES:

Prior to the application of the lime slurry, all manholes, cleanouts, and water valves shall be adjusted to approximately one foot (1') below the bottom of the proposed subgrade. Prior to the placement of any pavement, the Contractor shall verify the locations of all valves, manholes, and cleanouts. For existing manholes that are being adjusted to proposed grade, the Contractor shall replace old manhole ring and lid with new manhole ring and lid, as directed by the engineer or his representative. All manholes, water valves, and cleanouts may be blocked out or brought to proper grade before placement of concrete pavement. Where HMAC is used, adjustment to proper grade shall be made after placement of the top layer of coarse grade binder. It shall then be encased

in concrete for a minimum of six inches (6") in depth and the concrete shall be a minimum of twelve inches (12") wide at all points around the water valves, cleanouts, or manholes. Valve stacks shall be ductile iron only. In the event the top of the operating nut for any valve is more than six feet (6') deep from the finished ground elevation, valve stem extensions shall be furnished and installed by the Contractor to bring the operating nut to within three feet (3') of the finished ground level. Payment for the valve stem extension shall be subsidiary to other unit prices bid in the PROPOSAL.

It shall be the sole function of the Contractor to re-establish the location of all valves, manholes, cleanouts, etc. If the Contractor, through carelessness or negligence, damages any valve, manhole, or cleanout, it will be the Contractor's responsibility to replace the same. Should the Contractor fail to re-establish the location and adjust any valve, manhole, or cleanout, he will be required to perform the necessary work to raise the same at no additional charge to the City of Burleson.

Where manholes, cleanouts, or gate valves are to be raised within the proposed fill slopes or in areas other than a concrete or asphalt surface, the manhole, cleanout or gate valve shall be raised at least six inches (6") higher than the proposed finished grade. An exception to this specification is in areas where the appurtenance is on private property. The engineer or its representative will give the proper height above the proposed finished grade.

Where manholes, cleanouts, or gate valves are located within the alignment of a sidewalk, the following adjustments shall be made: (1) Manholes shall be flush within the sidewalk and located within construction joints creating an isolated panel for easy removal and repairs if necessary. If the manhole ring and lid are located only partially within the sidewalk and an eccentric cone will not remove it completely from the sidewalk, the manhole ring and lid shall be formed circumferentially within the sidewalk to create vertical edges. The grass side shall be planted with sod to the edge of the ring and lid. (2) Water valve boxes and cleanouts shall be raised flushed within the sidewalk. A block-out of 12" beyond all sides of the valve or cleanout shall be formed. The alignment of the block-out shall that of a 48" square rotated 45 degrees when looking perpendicular to the sidewalk. Contraction joints shall extend from the top and bottom vertices to the outer edged of the sidewalk. The contraction joints for the side vertices shall extend to meet the traverse construction joints on either side, forming a panel of four feet (4') square that will allow for removal and repairs if necessary.

Except as called for on the plans, the Contractor shall not be responsible for the relocation of power poles, gas meters, telephone cable boxes and signs, gas pipeline markers, fire hydrants, light poles, traffic signs and signals, or for adjustment of the top elevation of gas and telephone manholes which are in direct conflict with improvements. If these items have not been relocated and/or adjusted at the time of construction and the plans do not require the Contractor to adjust them, the Contractor shall inform the engineer and/or his representative of the problem.

Sanitary sewer manholes may be adjusted up to 12 inches in additional height above the cone section with concrete grade rings. Adjustments over 12 inches shall be accomplished using a concrete flat top section or by using pre-cast or cast-in-place manhole sections.

11A-52 REINFORCED CONCRETE PIPE: N/A

11A-53 CORRUGATED METAL PIPE (CMP): N/A

11A-54 HIGH DENSITY POLYETHYLENE PIPE (HDPE): N/A

**11A-55 MECHANICALLY COMPACTED TRENCH BACKFILL
SPECIFICATIONS:**

After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698.

For lines under the proposed roadway and laid prior to new street construction, the backfill shall continue to within two feet (2') of the top of subgrade. At this point the trench shall be widened a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six inch (6") loose lifts at optimum moisture content, \pm two percentage points, to a density of at least ninety-five percent (95%) of maximum dry density, as determined by ASTM D 698.

The City of Burleson shall be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.

Payment shall be subsidiary to unit prices bid for pipe.

11A-56 FLOWABLE FILL TRENCH BACKFILL SPECIFICATIONS:

- A. **FLOWABLE BACKFILL:** Flowable backfill shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent. The flowable mixture must be allowed to set prior to the placement of any overlying material.

- B. **MODIFIED FLOWABLE BACKFILL:** Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 50 and 150 psi after 28 days.

Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain the same materials with an unconfined compressive strength of greater than 150 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent.

The flowable mixture must be allowed to set prior to the placement of any overlying material.

The Contractor shall submit to the engineer a mix design for the type of flowable backfill to be used 10 days prior to the start of the backfill operation. When the mix design has been approved by the engineer there shall be no changes or deviation from the proportions or sources of supply except as approved by the engineer.

- C. Flowable backfill will be allowed for the following:

Backfill	Structural Fill	Miscellaneous Uses
•Bridge abutments	•Road base	•Abandoned sewer mains
•Box culverts	•Pipe bedding	•Soil erosion
•Sewer trenches	•Mud jacking	•Slope stabilization
•Utility trenches		•Abandoned tank fill
•Conduit trenches		

11A-57 CONCRETE:

Concrete for all concrete drainage structures, manholes, and inlets shall be Class "A" with a minimum compressive strength of 3,000 psi at 28 days. A

minimum of five (5) sacks of cement (Type I) shall be used per cubic yard and the maximum water-cement ratio shall not exceed 6.5 gallons per sack.

Concrete for channel lining and rip-rap shall also be Class "A" concrete having a minimum compressive strength of 3,000 psi at 28 days.

The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").

Air entrainment (5 %, \pm 1.5%) is required for all exposed concrete.

Calcium Chloride will not be permitted. Air-entraining, retarding, and water reducing admixtures must be approved and shall conform in all respects to NCTCOG Specification Item 303.2.3.

Aggregates for Class "A" concrete shall be either Grade 2 or Grade 3 for coarse aggregate, and Grade 1 for fine aggregate. Grades specified above refer to those outlined in Item 421 of the Texas Department of Transportation Specifications referenced above.

Forms used in the construction, concrete placement, and concrete finishing, shall comply in all respects to the requirements of Item 420 of the above referred Texas Department of Transportation Specifications.

All concrete shall be cured for a minimum of four (4) curing days. The acceptable methods for curing the concrete are as follows:

- A. FORM CURING: Forms left in place in contact with the concrete.
- B. WATER CURING: Water curing using wet mats, water spray or ponding.
- C. MEMBRANE CURING: Compound may be used.

All weight supporting forms shall remain in place a minimum of four (4) curing days after which they may be removed if the concrete has attained a flexural strength of 500 psi as evidenced by strength tests of beam specimens cast at the time of the pour. If beams have not reached the required strength after 4 days, the forms shall be left in place 14 days.

11A-58 REINFORCED CONCRETE BOX CULVERT: N/A

11A-59 UNCLASSIFIED CHANNEL EXCAVATION: N/A

11A-60 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES: N/A

11A-61 CURB INLET: N/A

11A-62 BACKFILL & BACKFILL MATERIAL:

Backfill operations shall begin immediately following removal of the forms on the permanent improvements. All loose concrete, rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.

Backfill material shall consist of the native material obtained from the street excavation unless in the opinion of the engineer, this material is unsuitable for use. The material shall not contain trash, rock, concrete, asphalt, lime shavings, gravel or other debris. Sand shall not be used for backfill material unless the native soil in the construction area is sandy in nature. All backfill material will be considered subsidiary to the unit price bid for the permanent improvements.

Backfill shall be placed in such a manner as to eliminate voids in the backfill material. The use of power equipment to place the backfill, or to bring it to grade, shall be limited to small farm-type tractors. Bring the backfill material to within four inches (4") of proper finished grade. The top four inches (4") shall be placed in accordance with Spec 11A-63 "Topsoil."

11A-63 TOPSOIL:

A minimum of four inches (4") of topsoil shall be placed on all disturbed areas adjacent to permanent improvements within the project limits. The topsoil shall be free from stone, rock, lumps, clods of hard earth, plants or their roots, sticks and other foreign material and shall be brought to the lines and grades as established by the engineer. Under no circumstances will topsoil be accepted unless it is free from the aforementioned contaminants. Contractor may use approved means of treating the topsoil to ensure its acceptability. This item shall be considered subsidiary to the other items in this project and shall not be a separate pay item.

The existing topsoil from the project limits may be used if Contractor stockpiles and protects it properly. No trash, lime shavings or other foreign material, shall be added to this stockpile. Topsoil material shall be stockpiled at locations approved by the engineer, and after completion of permanent improvements, topsoil shall be placed on all disturbed areas so as to provide a minimum four-inch (4") depth of topsoil. The topsoil shall be tilled to a 1/2"-1" diameter size.

The City of Burleson retains the authority to require the Contractor to provide topsoil meeting the following specification should the Contractor fail to maintain the integrity of the stockpiled existing topsoil.

The soil texture shall be classified as loam or sandy loam according to the following criteria:

	(% Passing) <u>Loam</u>	(% Passing) <u>Sandy Loam</u>
Sand (0.074 to 4.76 mm diameter)	25-50%	45-85%
Silt (0.002 to 0.074 mm diameter)	30-50%	Less than 50%
Clay (Smaller than 0.002 mm) (Hydrometer analysis)	5-25%	Less than 20%

Soil texture shall be determined by utilizing processes as prescribed in ASTM D 422.

11A-64 5" REINFORCED CONCRETE RIPRAP: N/A

11A-65 HYDRO-MULCH SEEDING:

- A. DESCRIPTION: This item shall consist of preparing ground, providing, and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated by the engineer.

- B. MATERIALS: The type seed used shall be in accordance with NCTCOG Specification, Section 202.6, and approved by the engineer. All seed must carry a Texas Seed Label showing purity and germination, name and type of seed and that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the engineer. Grass seed shall equal or exceed 95% purity and 90% germination.

- C. PLANTING SEASON: Planting of hulled bermuda grass seed shall be done between the months of April through September. The density of seeds planted shall be 80 pounds per acre. A blend of 30 pounds Rye grass and 40 pounds unhulled bermuda may be used between the months of September through April.

- D. CONSTRUCTION METHODS: The designated areas shall be raked, leveled and fine graded as necessary to provide a smooth uniform grade, free of ruts, depressions, humps and objectionable soil clods, prior to seeding. The area shall also be free of weeds, rubbish, and building materials. Any low areas shall also be filled to prevent ponding. All particles in the seed bed shall be reduced to less than one inch (1") in diameter or they shall be removed. The area to be seeded shall be loosened or disked prior to placement of seed in areas that appear to be overly compacted or to destroy existing vegetation, at the direction of the

engineer or authorized representative. The cost of any chemical treatment to the soil in order to establish a uniform stand of grass will be subsidiary to "Hydro-mulch Seeding." Seeding of the type specified shall be performed in accordance with the requirements in NCTCOG Specification 202.6 except as hereinafter described:

1. **Watering:** The seeded areas shall be watered as necessary to establish grass as described in Establishment and Acceptance of Seeding.
 2. **Hydro-Mulch Seeding:** In accordance with COG Specification 202.6.4.4 alternate methods for placement of seed may be used if approved by the engineer.
- E. **MEASUREMENT:** Work and acceptable material for "Hydro-mulch Seeding" will be measured by the unit bid, complete in place.
- F. **PAYMENT:** The work performed and materials furnished and measured as provided under "Measurement" will be paid for at the unit price bid for "Seeding" which price shall be full compensation for furnishing all materials and for performing all operations necessary to complete the work, including fertilizer. Once a "uniform stand of grass" is provided, the City will provide payment for the seeding. See definition of "uniform stand of grass" below.
- G. **ESTABLISHMENT AND ACCEPTANCE OF SEEDING:** Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the grass, it shall be the sole responsibility of the Contractor to establish a uniform stand of grass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the City of Burleson may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of grass.
1. **Uniform Stand of Grass:** A uniform stand with complete coverage of the specified grass shall be defined as not less than one hundred-fifty (150) growing plants per square foot seeded (approximately 75% of disturbed area covered). Growing plants shall be defined as healthy grass plants of two blades or more at least two inches (2") tall.
- H. **POST-PLANTING MAINTENANCE:** Maintenance shall begin immediately after each portion of grass area is planted. It will be the Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting. All planted areas will be protected and maintained by watering, weed control, mowing, and replanting as necessary for at least thirty (30) days after initial planting and for as much

longer as necessary to establish a uniform stand with complete coverage of the specified grass.

I. **FERTILIZER:** (Subsidiary to Seeding Item)

1. **Description:** This item shall consist of providing and distributing fertilizer over the seeded areas.
2. **Materials:** Shall be in accordance with NCTCOG Specification 202.4.1 and Special Provisions, Landscaping Specifications, Section 14.5.C.
3. **Construction Methods:** The fertilizer shall be pelleted or granular fertilizer and shall be applied uniformly over the entire area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the engineer.

Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 400 pounds per acre for all types of seeding.

11A-66 SODDING:

Grass sod shall be provided along disturbed areas of the parkways at the completion of construction and clean-up operations. Sodding is specified to be provided for but not limited to street reconstruction which includes new curb and gutter, adjacent to sidewalk construction, and along graded drainage swales. Sod limits shall be to a maximum of five feet behind the new curbs. The City of Burleson shall approve sod types with the intent of matching existing grass cover in the individual yards. Sod pallets shall be inspected before unloading to ensure quality and physical appearance of sod. If the individual sod patches display less than 75% dark green in color, it shall not be used. Sod should not be laid during the dormant time of year or during the peak of summer. THE General contractor will be responsible for the initial growth and establishment. Payment for sodding shall include the cost of leveling disturbed areas, topsoil, fertilizer and water. No separate payment will be made for topsoil, fertilizer and watering. Buffalo grass sod shall be used on all medians unless otherwise specified in the plans.

11A-67 SLOPE EROSION CONTROL:

Erosion control material shall be "Curlex Blanket" heavy jute netting such as "AMXCO Curlex Blanket," or approved equal (no plastic meshes are allowed), and shall be applied after seeding is complete. Heavy jute mesh shall be open plain weave of unbleached single jute yarn, averaging one hundred and thirty

(130) pounds per spindle of 14,400 yards. Jute mesh shall be furnished in approximately ninety (90) pound rolled strips. Other criteria for jute mesh shall be as follows:

Length- approximately seventy-five (75) yards.

Width - forty-eight (48") inches (\pm one inch).

0.78 warp ends per width of cloth.

Forty-one (41) weft ends per yard.

Weight of cloth - 1.22 pounds per linear yard (\pm 5%).

Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.

To install erosion control material on channel slopes, bury the up-channel end in a trench six inches (6") deep. After the jute is buried, the trench shall be tamped firmly closed. Using a steel tube or three-quarter inch (3/4") pipe through the paper core of the roll with a rope on each end will enable the operator to lower the roll down the slope. The material should be applied without stretching. The material should lie smoothly, but loosely on the soil surface. In order to keep the area as smooth as possible, workers should avoid, as much as possible, walking directly on the seed bed, either before or after the jute is applied. In cases where one roll ends and another is needed, the up-channel piece should overlap the second roll by at least eighteen inches (18"). Where two or more widths are applied side by side, an overlap of at least four inches (4") shall be maintained. The material shall be brought to level area before terminating. The end shall be across the fold on twelve-inch (12") centers. Outside edges, centers, and overlaps on banks shall be stapled on two-foot (2') intervals. Each width of cloth will have a row of staples down the center as well as along each edge. On soft or sandy soil or windy areas, apply staples in alternate slanting position and space at closer intervals (12" to 18"). For extra hard soil or shale areas, use sharp pointed, hardened steel three-inch (3") fence-type staple. Outside edges shall have loose topsoil spread over them to allow for smooth entry of water. The entire jute covered area should be rolled with a smooth roller weighing fifty (50) to seventy-five (75) pounds per foot of length.

Any clods, debris, etc., which hold the jute off the ground, shall be stamped into the soil. The netting shall completely cover all areas to be protected from erosion. Overlaps must be ample and well stapled so that no gapping can occur. The material shall be in intimate contact with the surface at all points. If some areas experience severe erosion, two layers shall be in intimate contact with the surface at all points.

The quantity shown in the PROPOSAL is a rough estimate as the actual amount and location of the jute mesh will be determined in the field as directed by the engineer in areas where excessive slopes exist. Overlapping of material will not be paid for double.

Heavy jute netting will be paid for at the unit price bid per square yard, which price will be full compensation for furnishing and placing all materials, including all labor, tools, equipment, and incidentals necessary to complete the work.

11A-68 STEEL GUARD RAIL: N/A

11-69 CLEANUP:

It is the intent of the Special Provisions to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. In particular, all curb and gutter and sidewalk shall be backfilled as soon as possible. Before the project is accepted by the City, all rocks, stones, and other construction debris shall be removed. All necessary cleanup work shall be considered subsidiary to the various bid items on this contract.

11A-70 FINAL INSPECTION:

The engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

11A-71 TOWING OF VEHICLES:

The Contractor shall follow applicable City of Burleson Ordinances should it be determined that vehicles parked upon a City street must be moved in order to perform street maintenance or construction.

11A-72 TRAFFIC SIGNAL CONDUIT: N/A

11A-73 SPRINKLER RELOCATIONS:

Sprinkler relocations may be required on this project. Prior to construction, the Contractor and inspector shall identify and document the sprinkler systems that will be affected by the construction of the project. The Contractor shall contact the owner of each sprinkler system and arrange to test each system. In the presence of the inspector, the Contractor shall: (1) determine if the system functions properly, (2) identify the layout of the system and, (3) document in writing the layout and function of the system. The work described above is required by the Contractor for all projects and should be considered subsidiary to the unit prices bid for other items.

If the Contractor is responsible for actual irrigation relocations, a dollar amount will be included in the PROPOSAL to reimburse the Contractor for any required sprinkler relocations. The amount is only an estimate. Prior to beginning construction, the Contractor shall contact the City of Burleson of each sprinkler system and arrange to test each system. When construction activities approach a sprinkler system, the Contractor shall cut all feed lines to the system and salvage existing sprinkler heads for re-use (if possible). The feed lines shall be cut at the right-of-way line. All of these activities shall be coordinated with the inspector. The Contractor shall obtain a licensed irrigator to repair or replace sprinkler systems with equal or better materials as the existing system. The Contractor shall submit copies of monthly invoices from the licensed irrigator for all sprinkler work performed during the month. Payment will only be made based on the invoices submitted; therefore, the full dollar amount included in the PROPOSAL for sprinkler relocations may or may not be paid. No payment will be made for adjustments except those determined necessary by the inspector. All sprinkler systems affected must be fully functional prior to final acceptance of the project.

11A-74 PROJECT SIGNS:

The Contractor on this project shall provide and erect up to two (2) project signs as required.

Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the inspector prior to fabrication of signs.

Signs shall be substantially in accordance with the sample drawing enclosed as part of these Special Provisions. Construction shall be on 3/4 inch weatherproof (marine) 4'x8' plywood and the painting shall be accomplished with good quality paint which will not weather or fade during the life of the contract. Sign colors shall be as indicated on the sample drawing.

A City of Burleson logo shall be incorporated into each project sign at the left end of the plywood signboard as indicated on the enclosed sample drawing.

Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost of the plywood sign(s) shall be considered subsidiary to the unit prices bid on this project.

11A-75 SIGNS FOR BUSINESSES:

Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the project engineer. The signs shall be white with red letters and include the

business name, shall be approximately 18 inches by 24 inches and have lettering at least six inches tall. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses, but shall not obstruct traffic visibility for vehicles exiting the driveway. It will be the Contractor's responsibility to maintain the signs until such time as the project engineer agrees they can be removed. A bid item has been included which shall cover all costs related to fabricating, installing, and maintaining the signs.

11A-76 USE OF CITY PARKS:

The Contractor shall obtain written permission from the Parks and Recreation Department prior to the use of City park property for access or for the storage of machinery, equipment, materials, and/or supplies. Any damage incurred to City park property, by unauthorized use by the Contractor, will be the responsibility of the Contractor to repair in an equal or better condition. Payment to the Contractor may be withheld until the damage is repaired and/or payment for the damages has been made.

11A-77 STORM WATER MANAGEMENT (CONTRACTOR PROVIDE)

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity on projects 5 acres and larger. The contractor shall provide the city a copy of the approved NOI. The City of Burleson will submit its own "Notice of Intent (NOI)" to TCEQ. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to TCEQ prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.

2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.
 3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
 4. Information on endangered species and critical habitat.
 5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items bid.
- C. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the TPDES General Permit TXR150000.
 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:
 - a. Dates when grading activities will occur.

- b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 - 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- D. A Notice of Termination (NOT) must be submitted to TCEQ 30 days of project completion on all 5 acre or larger projects.
- E. Payment shall be a lump sum bid item and dollar amount in the PROPOSAL. This amount shall include complete payment for the physical erosion/pollution control measures throughout the duration of the construction contract, as delineated in the approved SWPPP. This amount also includes removal of all items and structures constructed for storm water pollution protection at completion of the project when called to do so by the engineer or representative.
- F. **The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days.** In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs will be deducted from any money due or to become due to the Contractor.

11A-77A STORM WATER MANAGEMENT (CITY PROVIDE): N/A

11A-78 FINAL QUANTITIES:

The Contractor is required to be present when final quantities are measured by the inspector. The inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the final measuring. If the Contractor chooses not to be present when final quantities are measured by the inspector, the Contractor agrees to accept the inspector's measurements or reimburse the City for time the inspector spends remeasuring any portion of the project.

11A-79 PUBLIC MEETING: N/A

11A-80 PRE-CONSTRUCTION MEETING:

A Pre-Construction Meeting shall take place prior to construction. This meeting will cover all of the aspects usually covered in the pre-construction meeting, but is also designed to build relationships between the City of Burleson representatives and the Contractor's representatives who will work together on a daily basis. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations. It is the City of Burleson's hope that this meeting promotes a partnership between the Contractor and the City that lasts throughout this project, making the project more pleasant for the Contractor, the City of Burleson, and the affected property owners/occupants.

11A-81 CONSTRUCTION MEETING:

Once construction begins, project construction meetings may be held for this project. A representative of the Contractor, knowledgeable of the project, shall attend the construction meetings. The engineer will schedule the time and location, and determine the frequency of these meetings.

11A-82 TEMPORARY STREET REPAIR FOR STORM DRAIN:

A temporary driving surface shall be required on all street cut openings. It shall be composed of permanent type paving material, specifically excluding gravel or flexbase as the surface material, unless approved by the engineer. Four (4) inches of flexible base shall be placed to a level 2-inches below the existing surface. A 2-inch hot mix asphaltic concrete (Type D) surface shall then be placed by the Contractor as soon as possible after completing the backfill, but always within 5 working days after completion of the work involving the cut. Any temporary surface that fails to provide an acceptable driving surface shall be removed and replaced at the Contractor's expense, as directed by the engineer. Payment for this item is considered subsidiary to other bid items and shall not be a separate bid item.

11A-83 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS:

The Contractor shall be responsible for the protection of any existing landscaping improvements in the medians and parkways adjacent to the project including but not limited to trees, shrubs and irrigation from damage by Contractor's equipment or personnel. If the Contractor damages any of the landscaping improvements, the Contractor shall be responsible for replacing and/or repairing the improvements prior to processing the final pay estimate for the project. If the Contractor feels any of the landscaping improvements are in conflict with the project and must be removed or have prior damage, the Contractor shall coordinate this with the project inspector prior to removal of any landscaping improvements.

11A-84 RESTORATION OF EXISTING PAVED SURFACES:

The Contractor shall be responsible for maintenance of existing paved roadway surfaces within the project limits throughout the duration of the project. The Contractor shall perform daily inspections and restoration work required to provide an acceptable driving surface, as determined by the engineer. Restoration of paved surfaces shall be of asphalt, unless otherwise approved by the engineer. Should the Contractor be notified by the City of unacceptable roadway conditions, the Contractor shall restore the surface within 24 hours. Should it become necessary for the City to provide for the restoration of the surface, the cost of such shall be deducted from the monthly estimate. All asphalt for restoration of existing paved surfaces shall be considered subsidiary to the various bid items on this contract.

11A-85 REPLACEMENT/ RELOCATION OF FENCES: N/A

11A-86 RELOCATION / REPLACING OF MAIL BOXES: (POST OR BRICK):

N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

2L Construction LLC
Rhome, TX United States

Certificate Number:
2022-961125

Date Filed:
12/05/2022

Date Acknowledged:

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

City of Burleson

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

ST2303
City Hall West Parking Lot

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fisher, Harmon	Boyd, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Harmon Fisher, and my date of birth is [REDACTED]

My address is 200 Boyd Business Pkwy, Boyd, TX, 76023, USA
(street) (city) (state) (zip code) (country)

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

Executed in Wise County, State of Texas, on the 5th day of December, 2022
(month) (year)

Harmon Fisher
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works - Engineering

MEETING: January 9, 2023

SUBJECT:

Consider approval of a construction contract with JR West Texas Concrete, LLC for construction of the Neighborhood Street Reconstruction (W King, N Warren, & NE Johnson Ave) Project in an amount not to exceed \$1,800,476.52. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*

SUMMARY:

This contract is for the reconstruction of:

- W King Street (from N Warren Street to N Wilson Street)
- N Warren Street (from W Renfro Street to NE Johnson Avenue)
- NE Johnson Avenue (from W Renfro Street to N Warren Street)

These street segments were identified for reconstruction in the City of Burleson Neighborhood Street Rebuild program. In addition to re-paving, the project includes reconstruction of the existing sanitary sewer and water system. Due to the irregular intersection of NE Johnson, N Warren and W King streets, the scope also includes a minor reconfiguration to improve that intersection's traffic flow. The project also adds culverts to improve overall drainage patterns in this area.

The project was advertised for construction bids beginning November 4, 2022. Two bids were publicly opened on December 6, 2022 as summarized in the table below. JR West Texas Concrete of Rice, Texas provided the lowest responsible bid of \$1,500,397.10. Staff requests approval of an additional 20% for contingency funding, for a total approved contract amount of \$1,800,476.52. This provides staff the ability to more quickly react to unexpected conditions arising during construction and reduce the potential for extending the inconvenience of residents, property owners, and the traveling public due to construction activity.

This contract is within budget and funded from previous, not 2022 GO bond, street and drainage bonds funds, water and sewer capital funds, as well as water and sewer bond funds.

The construction bids are based on a 180 calendar day contract period. Staff anticipates issuing a Notice to Proceed to begin contract time in early February and completing the project in late summer.

Bid Summary

JR West Texas Concrete, LLC \$1,657,597.50 Stabile & Winn, Inc. \$1,500,397.10

OPTIONS:

- 1) Approve the construction contract as presented
- 2) Deny the construction contract

RECOMMENDATION:

Approve the construction contract as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None

FISCAL IMPACT:

Project #:	177372
Fund Name:	STREET & DRAINAGE BOND FD
Full Account #s:	360-7372-439.72-98
Amount:	\$240,030.06
Fund Name:	W&S MISC CAPITAL PROJECTS
Full Account #s:	450-7372-516.78-98
Amount:	\$125,000.00
Fund Name:	W&S MISC CAPITAL PROJECTS
Full Account #s:	450-7372-516.79-98
Amount:	\$125,000.00
Fund Name:	W/S BOND FUND
Full Account #s:	470-7372-516.78-98
Amount:	\$663,223.23
Fund Name:	W/S BOND FUND
Full Account #s:	470-7372-516.79-98
Amount:	\$647,223.23

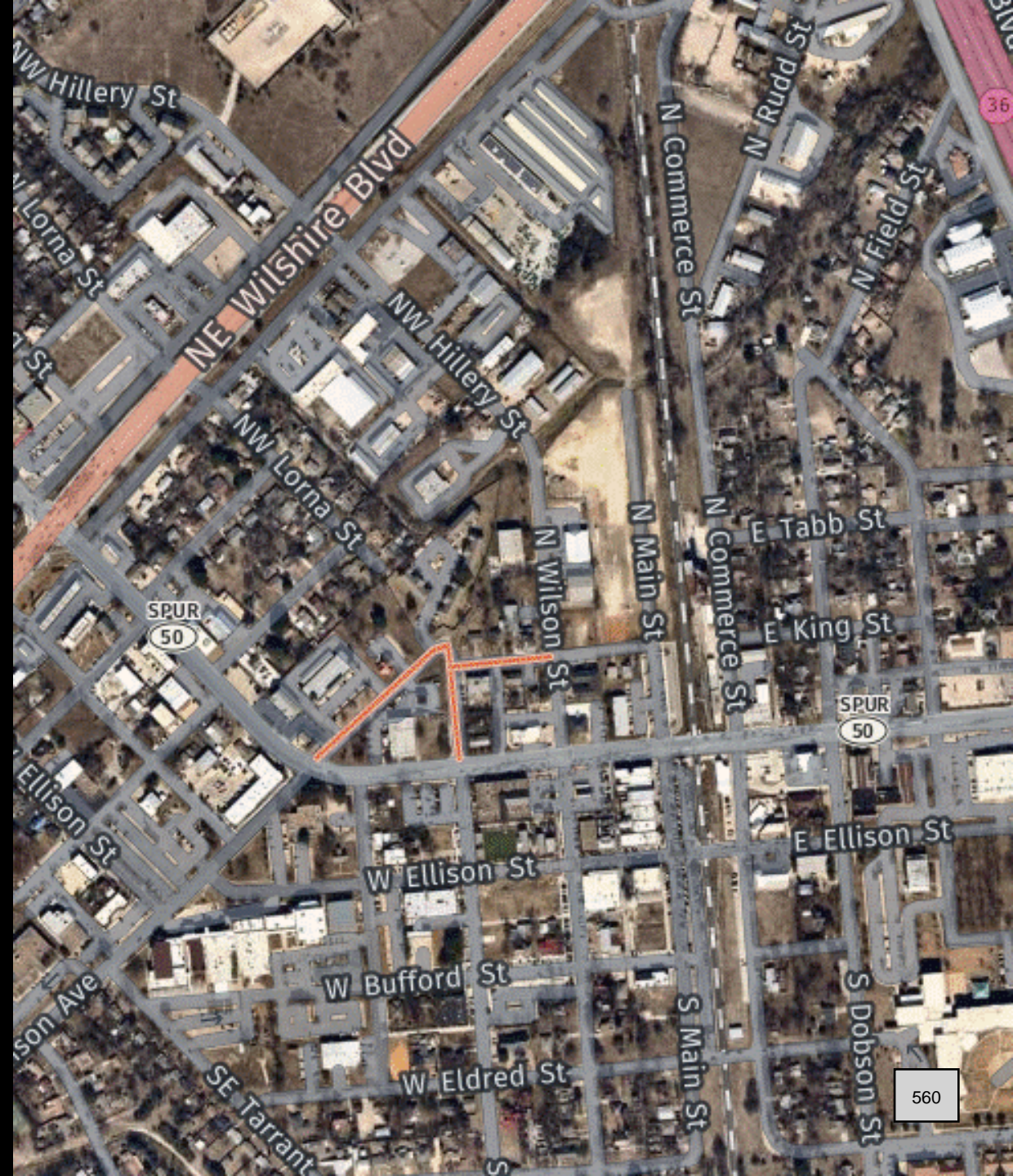
STAFF CONTACT:

Erick Thompson
 Deputy Director of Public Works - Engineering
 ethompson@burlesontx.com
 817-426-9610

KING ST, WARREN ST, JOHNSON AVE

NEIGHBORHOOD STREET RECONSTRUCTION

Construction Contract

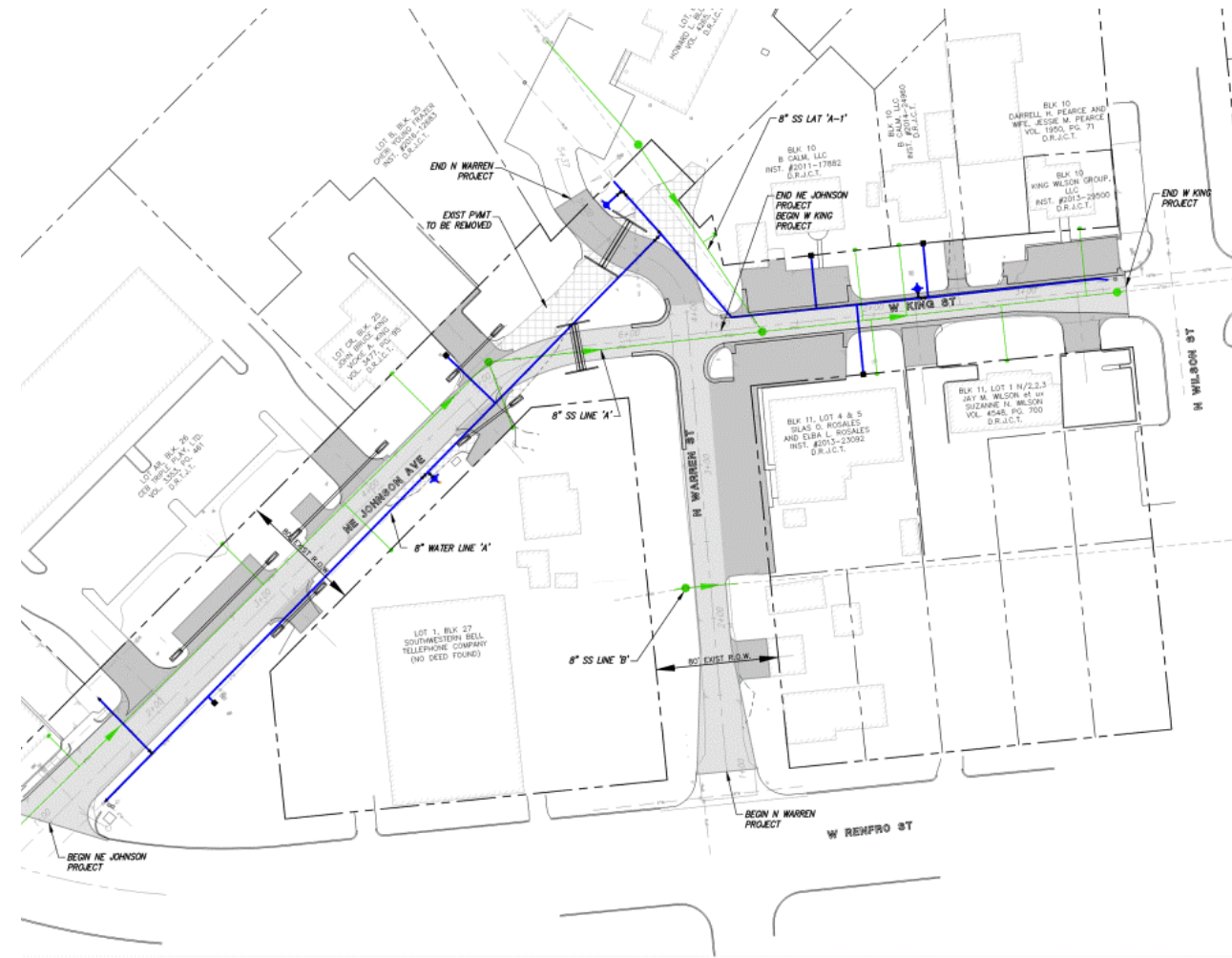


PROJECT ELEMENTS


- **RECONSTRUCTION OF EXISTING ASPHALT PAVEMENT AND CONCRETE DRIVEWAY & PARKING CONNECTIONS**

W King St, N Warren St, & NE Johnson Ave

- **REALIGNMENT OF THE JOHNSON AVE, WARREN ST, KING ST INTERSECTION**
- **RECONSTRUCTION OF WATER AND SANITARY SEWER MAIN LINES**



BY THE NUMBERS



SEALED BID

ADVERTISED FOR BIDS NOVEMBER 4, 2022
2 BIDS RECEIVED DECEMBER 6, 2022

**JR WEST TEXAS
CONCRETE LLC**

LOW BID: \$1,500,397.10

20% CONTINGENCY: \$300,079.42

TOTAL CONTRACT AMOUNT: \$1,800,476.52



**CONTRACT TIME
(FROM NOTICE TO PROCEED):
180 CALENDAR DAYS**

**WITHIN BUDGET
& FUNDED FROM**

STREET & DRAINAGE BOND FUND (NOT 2022 GO BOND)

WATER & SEWER CAPITAL

WATER & SEWER BOND FUND

OPTIONS

RECOMMENDED



APPROVE

Approve of a construction contract with JR West Texas Concrete, LLC for the construction of Neighborhood Street Reconstruction - King, Warren, Johnson in the amount not to exceed \$1,800,476.52, which includes a 20% Contingency.



DENY

2. Deny a construction contract with JR West Texas Concrete, LLC for the construction of Neighborhood Street Reconstruction - King, Warren, Johnson in the amount not to exceed \$1,800,476.52, which includes a 20% Contingency.





Public Works


SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF

2018 NEIGHBORHOOD STREET RECONSTRUCTION
(W KING, N WARREN, & NE JOHNSON AVE)

FOR THE
CITY OF BURLESON, TEXAS
PUBLIC WORKS DEPARTMENT

OCTOBER 2022



 , P.E.
Date: OCTOBER 28, 2022

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

JR West Texas Concrete, LLC - 108 South Sherman St. - Rice, TX 75155

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Burleson - 141 West Renfro Street - Burleson, TX 76028

(Here insert full name and address or legal title of Corporation)

as Oblige, hereinafter called the Oblige, in the sum of

Five percent (5%) of the total amount bid

Dollars (\$) 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for

ITB 2023-001 Neighborhood Street Reconstruction - Project # 31515-WO26

(Here insert full name and address description of project)


NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of December, 20 22

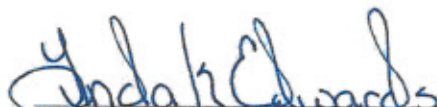

Roberto Rodriguez (Witness)

JR West Texas Concrete, LLC

(Principal)


Charles Howard (Title) Project Manager

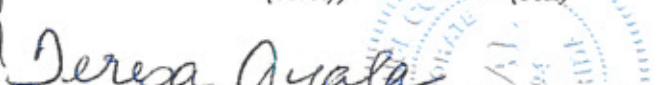


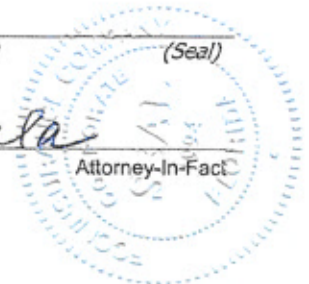

Linda K Edwards (Witness)

FCCI Insurance Company

(Surety)

(Seal)


Teresa Ayala
Attorney-In-Fact





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Steven B. Siddons; Linda K. Edwards; Lorrie Scott; Teresa Ayala

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 1st day of December, 2022.

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



Andrea Anderson
Purchasing Agent
141 West Renfro
Burleson, TX 76028
817-426-9847

ADDENDUM 1:
ITB 2023-001 Neighborhood Street Reconstruction

Any interpretations, corrections or changes to this ITB and Specifications will be made by addendum, unless otherwise stated. Submitting companies shall return and acknowledge receipt of all addenda when replying to this proposal.

1. Who is responsible for the cost of all in-place construction materials testing?
City pays the cost of initial density testing, concrete strength/cylinder testing, and water sample testing. Should the test fail to meet specification, the contractor is responsible for paying for the cost of re-testing. Refer to Section 11A-19, page 15 (PDF page 87).
2. The paving section detail P-04 on plan sheet 32 shows a concrete containment Strip on both sides of the HMAC Paving. The paving section details on sheet 5 does not show the concrete containment strip. Is the containment strip required and if so, can you provide a bid item for this work?
Concrete containment strip is not required.
3. There is a pay item for Concrete Valley Gutter with a unit of pay by the LF. The plans do not identify the valley gutter. Can you clarify where this is located and specify the detail for the work. There is a typically valley gutter detail in the plans but this type of valley typically has a unit of pay by the SY or SF. Can you clarify the location, limits of pay, and the specifics for the valley gutter such as width, radius sections, etc?
The valley gutter bid item for both Johnson Rd and Warren St refers to the driveway and parking pavement (sheets 8, 11, & 12) that will be graded to convey drainage across the pavement. Pavement quantity associated with the entire driveway and parking construction has been captured with the Concrete Driveway pay item. The Concrete Valley Gutter item is redundant and may be omitted from the bid proposal.
4. I also just noticed that the paving section details show 5" Type "B" HMAC but the bid item states 4" Type "B"
The bid items shown the bid proposal should be corrected to read 5" Type B HMAC to match the proposed typical sections and City of Burleson standard.

A signed copy of this addendum MUST be signed and included in any submittal that will be considered for award.

J R West Texas Concrete
Company Name

Charles Howard
Authorized Representative

12/5/2022
Date

[Signature]
Print Signature and Title

Project Manager (469) 478-2234
Phone

TABLE OF CONTENTS

SECTION NUMBER	SUBJECT OF SECTION
1	Notice to Bidders
2	Instructions for Bidders
3	Prevailing Wage Rates for Municipal Construction in Burleson, Texas
4	Out of State Contractor Compliance to State Law
5	Affidavit Against Prohibited Acts
5A	Conflict of Interest
5B	House Bill 89 Verification Form
6	Proposal
7	Contract
8	Performance Bond
9	Payment Bond
10	Maintenance Bond
10A	Post Construction Forms
10A.1	Consent of Surety Company to Full Release of Retainage
10A.2	Contractor's Affidavit of Final Payment
11A	Special Provisions- Paving and Drainage Specifications
11B	Special Provisions- Water and Sanitary Sewer Specifications

ADVERTISEMENT FOR BIDS

**City of Burleson
Burleson, Texas
2018 Neighborhood Streets Reconstruction Project**

General Notice

The City of Burleson (Owner) is requesting Bids for the construction of the following Project:

2018 Neighborhood Streets Reconstruction Project

City of Burleson Project No. 177372

Bids for the construction of the Project will be received electronically through the City's strategic sourcing platform, Bonfire, until December 6th, 2022 at 2:00 pm local time. At 3:00 pm local time the Bids received will be read via a publicly available online meeting, shared through the Bonfire platform.

The Project includes the following Work:

2,640 SY of Full Depth Asphalt Pavement Reconstruction

950 LF of Water Line Main Installation

1,200 LF of Sewer Line Main Installation

Owner anticipates that the Project's total bid price will be approximately \$1,200,000.00. The Project has an expected duration of 180 calendar days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated

website: <https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities>

Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at the City of Burleson website (through <https://burlesontx.bonfirehub.com/login>) at no cost beginning November 4th, 2022.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Burleson, Texas**

By: **Andrea Anderson**

Title: **Purchasing Manager**

Date: **November 4th, 2022 & November 6th, 2022**

SECTION 2

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL:**

- 1.1 The Proposal is included in these Bidding Documents; additional copies may be obtained from OWNER.
- 1.2 All blanks on the Proposal shall be completed in printed handwritten ink or by typewriter.
 - a. Bidder may use the original proposal forms included in these bid documents or the Bidder may substitute a computer-generated proposal for the original proposal included in these bid documents. The substitute submittal shall be word-for-word as written in the original proposal contained herein. The Bidder shall also sign the Substitute Proposal.
 - b. If the Substitute Proposal changes the intent of a bid item or contains an error in the quantities, unit prices, or extension of prices, the OWNER may reject the bid submitted.
 - c. The Bid price of each item on the form shall be stated in words and numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit indicated multiplied by the state quantity shall govern.
- 1.3 The President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) shall execute bids by corporations in the corporate name and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- 1.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title shall appear under the signature and at the official address of the partnership shall be shown below the signature.
- 1.5 All names shall be typed or printed below the signature.
- 1.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).
- 1.7 The address and telephone number for communications regarding the bid shall be shown.
- 1.8 The bid shall be complete with prices stated for all alternates. The Bidder should be aware that the OWNER to stay within the City's

available funds could adjust the scope of the project. Alternates selected and revisions to limits of construction and resulting quantity adjustments will be identified in the Notice of Award and will be adjusted in the proposal contained in the executed contract.

2. **SUBMISSION OF BIDS:**

It shall be the Bidder's responsibility for the delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Proposals must be submitted at <http://burlesontx.bonfirehub.com>. The BIDDER shall acknowledge receipt of any addenda.

3. **BID SECURITY:**

Each bid must be accompanied by a certified or cashier's check or an approved bidder's bond made payable to the Owner in an amount of five (5%) percent of the largest possible total of the bid as a guarantee that, if awarded the contract, the Bidder will enter into a Contract and execute all necessary bonds. Bid securities will be returned to Bidders when the Contract award is made or bids are rejected.

4. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:**

Performance, Payment and Maintenance Bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the Owner, authorized to do business in the State of Texas and acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.

5. **QUALIFICATION OF BIDDERS:**

All Bidders on this project must be qualified to perform work as outlined within the contract documents. The City of Burleson Department of Engineering Services will verify the work history and qualifications. The following subcontractors must also be qualified if applicable to the project: water and sewer, paving, storm drain, excavation and parkway and median landscape work (includes seeding, sod, irrigation and tree and shrubbery planting). Bidders must be familiar with the North Central Texas Council of Governments (NCTCOG) Standard

Specifications for Public Works Construction, latest edition, and the construction methods, Standards and related Ordinances of the City of Burleson.

6. **BIDDERS KNOWLEDGE OF CONDITIONS:**

- 6.1 Prior to submission of a proposal, bidders shall make a thorough inspection of the site of work and a thorough examination of the plans and specifications, and shall become informed as to the nature of the work, labor conditions, federal, state and local Laws and Regulations, and all other matters that may affect the cost, progress, performance and time of completion of the Work.
- 6.2 Bidder shall notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.
- 6.3 Bidder shall pay particular attention to providing methods of ingress and egress to adjacent private and public properties, procedures for protection existing improvements and disposition of all materials to be removed.
- 6.4 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or other, and OWNER does not assume responsibility for the accuracy or completeness thereof.
- 6.5 The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not provided by OWNER, are to be obtained and, if necessary, paid by Contractor.
- 6.6 The submission of a bid will constitute an incontestable representation by Bidder that Bidder has complied with every requirement of the Article 6, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, method, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

7. **AVAILABILITY OF UTILITY SERVICES**

OWNER shall not make available or guarantee any utility services to the Contractor such as (but not all inclusive) water, sewer, electricity, gas, or telephone for performance of his work in this contract. Contractor shall be

solely responsible for completing all requirements, make all arrangements, and make all payments as necessary to procure any utility services necessary to complete the work as prescribed in this contract.

8. **INTERPRETATION OF DOCUMENT:**

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the OWNER a written request for an interpretation thereof at least five (5) days prior to opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued. Only questions answered by formal written Addenda are to be binding. Oral interpretations or clarification will be without legal effect. The Owner will not be responsible for any other explanations or interpretations.

9. **STANDARD SPECIFICATIONS:**

9.1 All work for this project including but not limited to all grading, utility and paving improvements described in this Proposal and Construction Drawings shall be done in accordance with the *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION* as issued by the North Central Texas Council of Government (NCTCOG); the latest edition with any revisions as may be modified by the special conditions of this Contract.

9.2 Asphaltic concrete and standard concrete pavement improvements done within TxDOT right of way, shall be done in accordance with the *STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES* as issued by The Texas Department of Transportation; the latest edition with any revisions as may be modified by the special conditions of this Contract.

10. **AWARD OF CONTRACT:**

10.1 OWNER reserves the right to reject any bid, to waive any and all informalities and to negotiate contract amendments with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, OWNER reserves the right to reject the bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by OWNER. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication.

Discrepancies between the unit price in words and the unit price in figures will be resolved in favor of the price in words. Discrepancies between the indicated sum of a column of figures and the correct sum therefore will be resolved in favor of the correct sum.

- 10.2 In evaluating bids, OWNER will consider the qualifications of the Bidder, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.

11. **ALTERNATE BIDS:**

No bids for alternate work items shall be submitted except as shown on the Proposal. The OWNER reserves the right to choose either the base bid or alternate bid whichever is most advantageous to the OWNER. There will be no adjustments to unit prices bid due to the OWNER'S choice of alternate bids.

12. **EXECUTION OF CONTRACT**

- 12.1 The successful Bidder shall execute the formal Contract Agreement and required Bonds to the OWNER within fifteen (15) days after the Notice of Award.

- 12.2 A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed by the Owner.

13. **PROTECTION OF THE PUBLIC:**

For protection and convenience of the public and emergencies, the successful Bidder shall furnish the City with a telephone number at which the contractor can be contacted 24 hours a day during the entire construction period of this project. This telephone number shall be furnished to the City in writing prior to the beginning of construction.

14. **AFFIDAVIT AGAINST PROHIBITED ACTS:**

It shall be the successful Bidder's responsibility to complete this affidavit (Section 5 of the Contract Documents) prior to execution of the Contract by the City of Burleson. Failure to complete this form may prohibit the contractor's ability to secure the Contract.

15. **WAGE RATES**

Contractor shall pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the OWNER are included in the contract documents.

16. **SALES TAXES**

The OWNER qualifies as an exempt entity as defined by the statutes (Chapter 151.309) of the Tax Code of the State of Texas. The Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

17. **GOVERNING DOCUMENTS:**

The Work shall conform to the requirements of these specifications and the details as shown therein. These contract documents are intended to be Primary. Requirements of any of the contract documents are as binding as if called for by all. In case of conflict between the referenced Specifications and the Special Project Specifications, the Special Project Specifications shall govern.

18. **SOIL INVESTIGATION:**

Investigation of soil and foundation conditions of the size and areas near the site is considered subsidiary to the paving portion of the work. A certified lab competent to do such investigations for subgrade stabilization shall be used to determine the amounts of cement or lime necessary for the structural ability of the roadway. It has been assumed to use the rate of 30# per square yard of lime **or** Portland cement, but the actual amount is to be verified by the lab prior to pavement work. A copy of the lab report shall be submitted to the City of Burleson for approval.

19. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**

All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the drawings or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the contractor's risk, and will be considered unauthorized, and at the option of the OWNER, may not be measured and paid for, and may be ordered removed at the contractor's expense. If the contractor fails to satisfactorily repair, replace or remove the rejected, condemned or unauthorized work or materials immediately upon receipt of written notice, the OWNER will have the authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the contractor.

20. **TRENCH SAFETY:**

- 20.1 A trench safety system must be provided for all trench excavations according to current OSHA requirements.
- 20.2 On all public projects bid by the City or private projects to be constructed within right-of-way or easements to be conveyed to the City, compliance with the current minimum Occupational Safety and Health Administration (OSHA) or other governmental agencies standards for trench safety will be required as part of the plans and specifications. Prior to start of construction a detailed trench safety system must be provided to the City by the contractor. This detailed trench safety system must meet all requirements by OSHA or other governmental agencies, and be designed and certified by a professional engineer licensed in the State of Texas.
- 20.3 A pay item shall be included in the plans and specifications for the trench safety system. Payment will be on a linear-foot basis and will be full compensation for labor, tools, materials, equipment and incidentals necessary to complete the work, including the removal of the trench safety system and back-filling the trench. Pursuant to Texas law, the City of Burleson has adopted a trench safety policy, which is addressed in Section 11 of the Specifications. Each bidder should be familiar with Section 11 prior to submitting a bid.

21. **BID TABULATION:**

A tabulation of all bids will be available within five (5) working days of the bid opening.

22. **ADDENDUM:**

- 22.1 The OWNER reserves the right to issue addendum(s) to the Plans, Proposal, Specifications, and Special Provisions. Addendums will be issued at <https://burlesontx.bonfire.com>
- 22.2 The Bidders will acknowledge the receipt of the addendum(s) by submitting a signed copy of the addendum(s) with the submission of their bid.
- 22.3 It shall be the Bidder's responsibility to ensure that they are aware of all addendum(s) issued by the owner.
- 22.4 Upon receipt of the addendum(s), the Bidder shall acknowledge the receipt of the addendum(s) in the appropriate spaces provided in the proposal.
- 22.5 N/A
- 22.6 **Bids that have not properly acknowledged addendum(s) will not be opened.**

PREVAILING WAGE RATES FOR MUNICIPAL CONSTRUCTION IN BURLESON, TEXAS

The rates below have been determined by the City of Burleson, Texas, in accordance with the statutory requirements and prevailing local wages:

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Roberto Rodriguez, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through Texas Driver's License (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

"My name is Roberto Rodriguez. I am of sound mind and capable of making this affidavit. "I am a Project Manager for the JR West Texas Concrete which company entered into a contract on the _____ day of _____, 20____, to construct the 2018 Neighborhood Streets Reconstruction Project, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

[Signature]
AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of December 2022.

[Signature]
Notary Public In and For the State of Texas

Charles Howard
Notary's Printed Name



My Commission Expires: 05/12/2024

"General Decision Number: TX20220257 08/05/2022

Superseded General Decision Number: TX20210257

State: Texas

Construction Type: Building

County: Johnson County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$15.00 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 2022.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

2	02/18/2022
3	02/25/2022
4	08/05/2022

ASBE0021-011 08/01/2017

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....\$ 25.87	7.23
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BOIL0074-003 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 29.47	24.10
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CARP1421-002 10/01/2021

Rates	Fringes
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MILLWRIGHT.....\$ 29.58	11.27
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ELEV0021-006 01/01/2022

Rates	Fringes
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ELEVATOR MECHANIC.....\$ 45.54	36.885+a+b
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FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

Rates	Fringes
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POWER EQUIPMENT OPERATOR (1) Tower Crane.....\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....\$ 32.35	13.10

* IRON0263-005 06/01/2022

Rates	Fringes
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IRONWORKER (ORNAMENTAL AND STRUCTURAL).....\$ 27.14	7.68
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PAIN0053-004 04/01/2014

Rates	Fringes
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PAINTER (Brush, Roller, and

Spray (Excludes Drywall Finishing/Taping)).....	\$ 16.40	5.45
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PLUM0146-003 05/01/2021

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 34.13	9.70

* SUTX2014-033 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.18	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.12	2.94
CEMENT MASON/CONCRETE FINISHER...	\$ 13.45 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.24	3.94
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 16.20	3.40
ELECTRICAL INSTALLER (Sound and Communication Systems Only)Excludes Wiring.....	\$ 17.79	2.41
ELECTRICIAN (Alarm Installation Only).....	\$ 18.00	0.38
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 14.88 **	2.15
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.68	4.39
FORM WORKER.....	\$ 12.38 **	0.00
GLAZIER.....	\$ 15.93	2.37
HVAC MECHANIC (Installation of HVAC Unit Only).....	\$ 22.18	6.48
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 15.77	0.00
IRONWORKER, REINFORCING.....	\$ 12.19 **	0.00
LABORER: Common or General.....	\$ 11.91 **	2.64
LABORER: Mason Tender - Brick...	\$ 10.50 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.80 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00

LABORER: Landscape and Irrigation.....	\$ 10.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.06 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 17.60	0.50
OPERATOR: Forklift.....	\$ 14.20 **	0.00
OPERATOR: Grader/Blade.....	\$ 12.95 **	0.00
OPERATOR: Loader.....	\$ 12.89 **	1.19
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PLASTERER.....	\$ 15.30	0.00
PLUMBER (HVAC Pipe Installation Only).....	\$ 19.33	3.57
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 24.00	2.71
ROOFER.....	\$ 15.70	0.58
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.25	3.02
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.63	0.65
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.89	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 12.00 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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>.

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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: TX20220025 02/25/2022

Superseded General Decision Number: TX20210025

State: Texas

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2011-007 08/03/2011

Rates Fringes

CONCRETE FINISHER (Paving and Structures).....\$ 14.12 **

ELECTRICIAN.....\$ 19.80

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 13.16 **

Structures.....\$ 13.84 **

LABORER

Asphalt Raker.....\$ 12.69 **

Flagger.....\$ 10.06 **

Laborer, Common.....\$ 10.72 **

Laborer, Utility.....\$ 12.32 **

Pipelaye.....\$ 13.24 **

Work Zone Barricade

Servicer.....\$ 11.68 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 15.32

Asphalt Paving Machine.....\$ 13.99 **

Broom or Sweeper.....\$ 11.74 **

Concrete Pavement

Finishing Machine.....\$ 16.05

Concrete Saw.....\$ 14.48 **

Crane Operator, Lattice

Boom 80 Tons or Less.....\$ 17.27

Crane Operator, Lattice

Boom over 80 Tons.....\$ 20.52

Crane, Hydraulic 80 Tons

or Less.....\$ 18.12

Crawler Tractor.....\$ 14.07 **

Excavator, 50,000 pounds

or less.....\$ 17.19

Excavator, over 50,000

pounds.....\$ 16.99

Foundation Drill , Truck

Mounted.....\$ 21.07

Foundation Drill, Crawler

Mounted.....\$ 17.99

Front End Loader 3 CY or

Less.....\$ 13.69 **

Front End Loader, over 3 CY.\$ 14.72 **

Loader/Backhoe.....\$ 15.18

Mechanic.....\$ 17.68

Milling Machine.....\$ 14.32 **

Motor Grader, Fine Grade....\$ 17.19

Motor Grader, Rough.....\$ 16.02

Pavement Marking Machine....\$ 13.63 **

Reclaimer/Pulverizer.....\$ 11.01 **

Roller, Asphalt.....\$ 13.08 **

Roller, Other.....\$ 11.51 **

Scraper.....\$ 12.96 **

Small Slipform Machine.....\$ 15.96

Spreader Box.....\$ 14.73 **
 Servicer.....\$ 14.58 **
 Steel Worker (Reinforcing).....\$ 16.18
 TRUCK DRIVER
 Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25 **
 Single Axle.....\$ 12.31 **
 Single or Tandem Axle Dump
 Truck.....\$ 12.62 **
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.86 **
 Transit-Mix.....\$ 14.14 **
 WELDER.....\$ 14.84 **

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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>.

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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

SECTION NO. 4

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

The State Legislature of the State of Texas at its 1985 Legislative Session passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in VA (give state), our principal place of business, is required to be 1/4 percent lower than resident bidders by State Law. A copy of the statute is attached.

Non-resident contractor in VA (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

J R West Texas Concrete
Company

108 S. Sherman St
Address

Rice TX 75155
City State Zip

By Charles Howard
(Please Print)

[Signature]
Signature

Project Manager
Title (Please Print)

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.


Signature

12/6/2022
Date


ATTEST (if corporation)

12/6/2022
Date



TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

- (a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:
 - (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
 - (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
 - (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
 - (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
 - (1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
 - (2) the public servant ceases to be a public servant.
- (d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
- (e) An offense under this section is a felony of the second degree.

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.
- (f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.
- (g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts or agrees to accept any benefit from any person who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.
- (h) An offense under this section is a Class A misdemeanor.

36.09 OFFERING GIFT TO PUBLIC SERVANT

- (a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

36.10 NON-APPLICABLE

- (a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
 - (2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
 - (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
 - (4) a political contribution as defined by Title 15, Election Code; or
 - (5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.
- (b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
- (c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

CONFLICT OF INTEREST

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Burleson Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

A person or business, and their agents, contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire FORM CIQ. Form CIQ is available online at www.ethics.state.tx.us or electronically at www.tml.org.legal - Ethics Form ECIQ.

Sec. 176.002. APPLICABILITY TO CERTAIN VENDORS AND OTHER PERSONS.

- (a) This chapter applies to a person who:
 - (1) enters or seeks to enter into a contract with a local governmental entity; or
 - (2) is an agent of a person described by Subdivision (1) in the person's business with a local governmental entity.
- (b) A person is not subject to the disclosure requirements of this chapter if the person is
 - (1) a state, a political subdivision of a state, the federal government, or a foreign government; or
 - (2) an employee of an entity described by Subdivision(1), acting in the employee's official capacity.

Sec. 176.006. Disclosure requirements for vendors and other persons; questionnaire.

- (a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the person:
 - (A) begins discussion or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the person becomes aware:

The form must be filed with the City Secretary no later than seven days after the date the person or business contracts with the City. Such persons and businesses, and their agents, must also file an

updated questionnaire not later than September 1 of each year in which the person or business contract begins, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

J R West Texas Concrete

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

M/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

HOUSE BILL 89 VERIFICATION FORM

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of

the Contract Pursuant to Section 2270.001,

Texas Government Code:

1. "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; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

J R West Texas Concrete

Signature of Authorized Official



Title of Authorized Official Date

Project Manager

12/5/2022

SECTION NO. 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: 2018 Neighborhood Streets Reconstruction Project
Project No. 177372

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the 2018 Neighborhood Streets Reconstruction Project, City of Burleson Project No. 177372, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City to the Contractor will be made based on the actual quantity installed in the field.

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 180 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond or Cashier's Check for _____ (\$ _____ 5%) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1  11/30/2022

Addendum No. 2 _____

Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may overlap at Contractor's discretion).
TOTAL DAYS: 180

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sizes and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
10. BIDDER acknowledges that the City of Burleson reserves the right to delete any portion of this project, as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the City of Burleson reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the City's available funds.
12. BIDDER accepts the provisions as to liquidated damages (\$240.00 per calendar day) in the event of failure to complete the work on time.
13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

Company

By

(Please Print)

Title

Address

City

State

Zip

(Seal if corporation)

Submitted by _____

An Individual
A Corporation
A Partnership

Doing Business as _____

(Complete A or B below, as applicable)

[] A. The principal place of business of our company is in the State of _____.

Non-resident bidders in the State of _____, our principal place of business, are required to be _____% lower than resident bidders by State Law.

A copy of statute is attached.

☒ B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 600,158.84
ALL OTHER CHARGES: \$ 900,238.26
*TOTAL: \$ 1,500,397.10

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
NE Johnson Avenue Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
1	1	LS	Mobilization _____ THIRTY SIX THOUSAND EIGHT HUNDRED Dollars and ZERO CENTS Per Lump Sum	\$36,800.00	\$36,800.00
2	1	LS	Right of Way Preparation _____ EIGHT THOUSAND FIVE HUNDRED Dollars and ZERO CENTS Per Lump Sum	\$8,500.00	\$8,500.00
3	1	LS	Unclassified Street Excavation & Grading _____ THIRTEEN THOUSAND Dollars and ZERO CENTS Per Lump Sum	\$13,000.00	\$13,000.00
4	1,814	SY	Remove Existing Pavement and Base Material _____ ELEVEN Dollars and ZERO CENTS Per Square Yard	\$11.00	\$19,954.00
5	1,558	SY	6" Flexbase Subgrade (Type A) _____ FORTY FIVE Dollars and ZERO CENTS Per Square Yard	\$45.00	\$70,110.00

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
NE Johnson Avenue Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
6	1,418	SY	2" Type D HMAC Pavement _____ TWENTY SEVEN Dollars and FORTY CENTS Per Square Yard	\$27.40	\$38,853.20
7	1,418	SY	5" Type B HMAC Pavement _____ THIRTY SEVEN Dollars and FIFTEEN CENTS Per Square Yard	\$37.15	\$52,678.70
8	1,016	SY	Concrete Driveway (Per City Standard Detail) _____ ONE HUNDRED Dollars and ZERO CENTS Per Square Yard	\$100.00	\$101,600.00
9	43	LF	Concrete Valley Gutter _____ _____ Dollars and _____ Cents Per Linear Foot	\$ _____	\$ _____
10	560	LF	Restore Parkways (incl. sodding, irrigation repair, and repairing structures to original condition) _____ TWELVE Dollars and ZERO CENTS Per Linear Foot	\$12.00	\$6,720.00
11	144	LF	4" Solid White Stripe _____ FIVE Dollars and ZERO CENTS Per Linear Foot	\$5.00	\$720.00

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
NE Johnson Avenue Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
12	19	LF	24" Solid White Stop Bar _____ FORTY Dollars and ZERO CENTS Per Linear Foot	\$40.00	\$760.00
13	2	EA	Install Stop Sign (incl. sign, foundation, and post) _____ ONE THOUSAND TWO HUNDRED Dollars and ZERO CENTS Per Each	\$1,200.00	\$2,400.00
14	1	LS	Detours and Barricades/Traffic Control (incl. Traffic Control Plan Submission and Approval to City) _____ THREE THOUSAND FIVE HUNDRED Dollars and ZERO CENTS Per Lump Sum	\$3,500.00	\$3,500.00
15	1	LS	Erosion Control & SWPPP _____ TWO THOUSAND FIVE HUNDRED Dollars and ZERO CENTS Per Lump Sum	\$2,500.00	\$2,500.00
16	650	LF	Bar Ditch Grading and Clearing _____ TEN Dollars and ZERO CENTS Per Linear Foot	\$10.00	\$6,500.00
17	432	LF	18" Class IV Reinforced Concrete Pipe _____ ONE HUNDRED TEN Dollars and ZERO CENTS Per Linear Foot	\$110.00	\$47,520.00

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
NE Johnson Avenue Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
18	10	EA	18" RCP End Treatment (Per Plans and Details) <hr/> ONE THOUSAND ONE HUNDRED Dollars and ZERO CENTS Per Each	\$1,100.00	\$11,000.00
19	2	EA	Concrete Headwall (Per Plans and Details) <hr/> FOUR THOUSAND EIGHT HUNDRED Dollars and ZERO CENTS Per Each	\$4,800.00	\$9,600.00
20	7	SY	Concrete Apron <hr/> ONE HUNDRED FIFTY Dollars and ZERO CENTS Per Square Yard	\$150.00	\$1,050.00
Subtotal Base Proposal FOUR HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED SIXTY FIVE Dollars and NINETY CENTS					
				\$	\$433,765.90

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
King Street Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
1	1	LS	Mobilization	\$22,200.00	\$22,200.00

			TWENTY TWO THOUSAND TWO HUNDRED Dollars and		
			ZERO CENTS		
2	1	LS	Right of Way Preparation	\$8,000.00	\$8,000.00

			EIGHT THOUSAND Dollars and		
			ZERO CENTS		
3	1	LS	Unclassified Street Excavation & Grading	\$11,000.00	\$11,000.00

			ELEVEN THOUSAND Dollars and		
			ZERO CENTS		
4	1,375	SY	Remove Existing Pavement and Base Material	\$12.00	\$16,500.00

			TWELVE Dollars and		
			ZERO CENTS		
5	721	SY	6" Flexbase Subgrade (Type A)	\$48.00	\$34,608.00

			FORTY EIGHT Dollars and		
			ZERO CENTS		
			Per Lump Sum		
			Per Square Yard		

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
King Street Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
6	688	SY	2" Type D HMAC Pavement	\$27.40	\$18,851.20

			TWENTY SEVEN Dollars and		
			FORTY CENTS		
7	688	SY	5" Type B HMAC Pavement	\$37.15	\$25,559.20

			THIRTY SEVEN Dollars and		
			FIFTEEN CENTS		
8	179	LF	Concrete Curb and Gutter	\$52.00	\$9,308.00

			FIFTY TWO Dollars and		
			ZERO CENTS		
9	1,076	SY	Concrete Driveway (Per City Standard Detail)	\$100.00	\$107,600.00

			ONE HUNDRED Dollars and		
			ZERO CENTS		
10	265	LF	Restore Parkways (incl. sodding, irrigation repair, and repairing structures to original condition)	\$14.00	\$3,710.00

			FOURTEEN Dollars and		
			ZERO CENTS		
11	1	LS	Detours and Barricades/Traffic Control (incl. Traffic Control Plan Submission and Approval to City)	\$3,000.00	\$3,000.00

			THREE THOUSAND Dollars and		
			ZERO CENTS		
			Per Lump Sum		

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
King Street Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
12	1	LS	Erosion Control & SWPPP <div> <div>ONE THOUSAND EIGHT HUNDRED Dollars and</div> <div>ZERO CENTS</div> </div> Per Lump Sum	\$1,800.00	\$1,800.00
<p>Subtotal Base Proposal</p> <p>TWO HUNDRED SIXTY TWO THOUSAND</p> <p>ONE HUNDRED THIRTY SIX Dollars and</p> <p>FORTY CENTS</p>					
				\$	\$262,136.40

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
Warren Street Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
1	1	LS	Mobilization _____ SEVENTEEN THOUSAND Dollars and ZERO CENTS Per Lump Sum	\$17,000.00	\$17,000.00
2	1	LS	Right of Way Preparation _____ EIGHT THOUSAND SIX HUNDRED Dollars and ZERO CENTS Per Lump Sum	\$8,600.00	\$8,600.00
3	1	LS	Unclassified Street Excavation & Grading _____ THIRTEEN THOUSAND Dollars and ZERO CENTS Per Lump Sum	\$13,000.00	\$13,000.00
4	1,785	SY	Remove Existing Pavement and Base Material _____ ELEVEN Dollars and ZERO CENTS Per Square Yard	\$11.00	\$19,635.00
5	568	SY	6" Flexbase Subgrade (Type A) _____ SIXTY THREE Dollars and ZERO CENTS Per Square Yard	\$63.00	\$35,784.00

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
6	531	SY	<div>2" Type D HMAC Pavement</div> <div>_____</div> <div>TWENTY SEVEN Dollars and</div> <div>FORTY CENTS</div> <div>Per Square Yard</div>	\$27.40	\$14,549.40
7	531	SY	<div>5" Type B HMAC Pavement</div> <div>_____</div> <div>THIRTY SEVEN Dollars and</div> <div>FIFTEEN CENTS</div> <div>Per Square Yard</div>	\$37.15	\$19,726.65
8	118	LF	<div>Concrete Curb and Gutter</div> <div>_____</div> <div>FIFTY FIVE Dollars and</div> <div>ZERO CENTS</div> <div>Per Linear Foot</div>	\$55.00	\$6,490.00
9	327	SY	<div>Concrete Driveway (Per City Standard Detail)</div> <div>_____</div> <div>ONE HUNDRED Dollars and</div> <div>ZERO CENTS</div> <div>Per Square Yard</div>	\$100.00	\$32,700.00
40	462	LF	<div>Concrete Valley Gutter</div> <div>_____</div> <div>_____ Dollars and</div> <div>_____ Cents</div> <div>Per Linear Foot</div>	\$ _____	\$ _____
11	410	LF	<div>Restore Parkways (incl. sodding, irrigation repair, and repairing structures to original condition)</div> <div>_____</div> <div>ELEVEN Dollars and</div> <div>ZERO CENTS</div> <div>Per Linear Foot</div>	\$11.00	\$4,510.00

PROPOSAL FORM EXHIBIT 'A'**2018 Street Reconstruction Projects****Warren Street Improvements**

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
12	20	LF	24" Solid White Stop Bar _____ FORTY Dollars and ZERO CENTS Per Linear Foot	\$40.00	\$800.00
13	250	LF	Remove Existing Cable Fence _____ SIX Dollars and ZERO CENTS Per Linear Foot	\$6.00	\$1,500.00
14	1	LS	Detours and Barricades/Traffic Control (incl. Traffic Control Plan Submission and Approval to City) _____ THREE THOUSAND Dollars and ZERO CENTS Per Lump Sum	\$3,000.00	\$3,000.00
15	1	LS	Erosion Control & SWPPP _____ TWO THOUSAND Dollars and ZERO CENTS Per Lump Sum	\$2,000.00	\$2,000.00
16	440	LF	Bar Ditch Grading and Clearing _____ TEN Dollars and ZERO CENTS Per Linear Foot	\$10.00	\$4,400.00
17	71	LF	24" Class III Reinforced Concrete Pipe _____ EIGHTY Dollars and ZERO CENTS Per Linear Foot	\$80.00	\$5,680.00

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
Warren Street Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
18	2	EA	Concrete Headwall (Per Plans and Details) _____ FOUR THOUSAND EIGHT HUNDRED Dollars and ZERO CENTS Per Each	\$4,800.00	\$9,600.00
19	7	SY	Concrete Apron _____ ONE HUNDRED FIFTY Dollars and ZERO CENTS Per Square Yard	\$150.00	\$1,050.00
<p>Subtotal Base Proposal</p> <p>TWO HUNDRED THOUSAND</p> <p>TWENTY FIVE Dollars and</p> <p>FIVE CENTS</p>					
				\$	\$200,025.05

PROPOSAL FORM EXHIBIT 'A'**2018 Street Reconstruction Projects****Old Town Water Improvements**

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
1	96	LF	8" PVC (DR 18) Water Line (including fittings)	\$160.50	\$15,408.00

			ONE HUNDRED SIXTY Dollars and		
			FIFTY CENTS		
			Per Linear Foot		
2	834	LF	12" PVC (DR 18) Water Line (including fittings)	\$187.25	\$156,166.50

			ONE HUNDRED EIGHTY SEVEN Dollars and		
			TWENTY FIVE CENTS		
			Per Linear Foot		
3	2	EA	8" Gate Valve & Box	\$4,815.00	\$9,630.00

			FOUR THOUSAND EIGHT HUNDRED FIFTEEN Dollars and		
			ZERO CENTS		
			Per Eaech		
4	3	EA	12" Gate Valve & Box	\$5,885.00	\$17,655.00

			FIVE THOUSAND EIGHT HUNDRED EIGHTY FIVE Dollars and		
			ZERO CENTS		
			Per Each		
5	3	EA	Fire Hydrant Assembly (incl. 6" Gate Valve & Box)	\$8,560.00	\$25,680.00

			EIGHT THOUSAND FIVE HUNDRED SIXTY Dollars and		
			ZERO CENTS		
			Per Each		

PROPOSAL FORM EXHIBIT 'A'**2018 Street Reconstruction Projects****Old Town Water Improvements**

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
6	26	LF	6" PVC (DR 18) Water Line (including fittings)	\$133.75	\$3,477.50
			ONE HUNDRED THIRTY THREE Dollars and		
			SEVENTY FIVE CENTS		
			Per Linear Foot		
7	5	EA	Water Service Connections (incl. all fittings, meter box, and DR-9 service line)	\$4,280.00	\$21,400.00
			FOUR THOUSAND TWO HUNDRED EIGHTY Dollars and		
			ZERO CENTS		
			Per Each		
8	63	LF	2" PVC (DR-9) Water Services (including fittings)	\$58.85	\$3,707.55
			FIFTY EIGHT Dollars and		
			EIGHTY FIVE CENTS		
			Per Linear Foot		
9	4	EA	Connect to Existing Water Line	\$6,955.00	\$27,820.00
			SIX THOUSAND NINE HUNDRED FIFTY FIVE Dollars and		
			ZERO CENTS		
			Per Each		
10	1,019	LF	Temporary Water Line and Services (incl. Temporary Water Plan Submission and Approval to City)	\$26.75	\$27,258.25
			TWENTY SIX Dollars and		
			SEVENTY FIVE CENTS		
			Per Linear Foot		
11	20	LF	16" Steel Casing	\$214.00	\$4,280.00
			TWO HUNDRED FOURTEEN Dollars and		
			ZERO CENTS		
			Per Linear Foot		

PROPOSAL FORM EXHIBIT 'A'**2018 Street Reconstruction Projects****Old Town Water Improvements**

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
12	1,019	LF	Trench Safety		

			ONE Dollars and		
			SEVEN CENTS		
			Per Linear Foot	\$1.07	\$1,090.33
13	1,019	LF	Testing and Sterilization		

			FIVE Dollars and		
			THIRTY FIVE CENTS		
			Per Linear Foot	\$5.35	\$5,451.65
Subtotal Base Proposal THREE HUNDRED NINETEEN THOUSAND TWENTY FOUR Dollars and SEVENTY EIGHT CENTS					
				\$	\$319,024.78

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
Old Town Sanitary Sewer Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
1	1,201	LF	8" PVC (SDR-26) Sanitary Sewer Line	\$123.05	\$147,783.05
			ONE HUNDRED TWENTY THREE Dollars and FIVE CENTS		
			Per Linear Foot		
2	6	EA	4" PVC (SDR-26) Sanitary Sewer Service w/ Cleanout	\$2,675.00	\$16,050.00
			TWO THOUSAND SIX HUNDRED SEVENTY FIVE Dollars and ZERO CENTS		
			Per Each		
3	5	EA	6" PVC (SDR-26) Sanitary Sewer Service w/ Cleanout	\$2,675.00	\$13,375.00
			TWO THOUSAND SIX HUNDRED SEVENTY FIVE Dollars and ZERO CENTS		
			Per Each		
4	5	EA	Connect to Existing Sanitary Sewer	\$2,140.00	\$10,700.00
			TWO THOUSAND ONE HUNDRED FORTY Dollars and ZERO CENTS		
			Per Each		
5	4	EA	5' Diameter Sanitary Sewer Manhole	\$9,095.00	\$36,380.00
			NINE THOUSAND NINETY FIVE Dollars and ZERO CENTS		
			Per Each		
6	1	EA	5' Diameter Shallow Sanitary Sewer Manhole	\$8,827.50	\$8,827.50
			EIGHT THOUSAND EIGHT HUNDRED TWENTY SEVEN Dollars and FIFTY CENTS		
			Per Each		

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
Old Town Sanitary Sewer Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
7	40	LF	Cement Stabilized Sand Backfill		

			ONE HUNDRED SIXTY Dollars and FIFTY CENTS		
			Per Linear Foot	\$160.50	\$6,420.00
8	49	SY	Asphalt Pavement Repair		

			FOUR HUNDRED EIGHTY ONE Dollars and FIFTY CENTS		
			Per Square Yard	\$481.50	\$23,593.50
9	39	SY	Concrete Pavement Repair		

			THREE HUNDRED SEVENTY FOUR Dollars and FIFTY CENTS		
			Per Square Yard	\$374.50	\$14,605.50
10	1,201	LF	Trench Safety		

			ONE Dollars and SEVEN CENTS		
			Per Linear Foot	\$1.07	\$1,285.07
11	1,201	LF	Testing (per City Standards)		

			FIVE Dollars and THIRTY FIVE CENTS		
			Per Linear Foot	\$5.35	\$6,425.35

Subtotal Base Proposal**TWO HUNDRED EIGHTY FIVE THOUSAND****FOUR HUNDRED FORTY FOUR Dollars and****NINTY SEVEN CENTS****\$ \$285,444.97**

PROPOSAL FORM EXHIBIT 'A'

2018 Street Reconstruction Projects
Old Town Sanitary Sewer Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension

PROPOSAL FORM EXHIBIT 'A'**2018 Street Reconstruction Projects
Proposal Summary****Summary of Base Bids**

NE Johnson Avenue Improvements	\$	\$433,765.90
King Street Improvements	\$	\$262,136.40
Warren Street Improvements	\$	\$200,025.05
Old Town Water Improvements	\$	\$319,024.78
Old Town Sanitary Sewer Improvements	\$	\$285,444.97
Total Base Proposal \$		\$1,500,397.10

Construction Time: Offeror shall complete the work within 180 calendar days from notice to proceed to substantial completion.

SECTION NO. 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. 177372

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "Owner," and

hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

2018 Neighborhood Streets Reconstruction

City of Burleson Project No. 177372

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by **City of Burleson** hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete same within 180 calendar days after the date of written notice to commence work.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

This Contract is entered into subject to the Charter and ordinances of Owner, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Owner reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy the cost to Owner of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of Owner in the performance of this

Contract. No term or provision of, or act of Contractor or Owner under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

Owner and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither Owner nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of Owner.

It is further agreed that one or more instances of forbearance by the City in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Bryan Langley
City Manager

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ who is known to me or ☐ who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or ☐ who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION NO. 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$ _____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 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:

2018 Neighborhood Streets Reconstruction Project

City of Burleson Project No. 177372

in the City of Burleson, 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 PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the

covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that 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 performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way 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.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

PRINCIPAL

Company

By _____
Signature

By _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION NO. 9

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the _____ day of _____, 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:

2018 Neighborhood Streets Reconstruction Project

City of Burleson Project No. 177372

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants

supplying labor and materials in the prosecution of the work provided for in the above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that such 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 performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way 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 Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

PRINCIPAL

By _____
Signature

Typed/Printed Name

Title

Address

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

The Resident Agent of the SURETY in either Tarrant or Johnson County, Texas,
for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Payment Bond must NOT be prior to date of Contract.

SECTION NO. 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the _____ day of _____, 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:

2018 Neighborhood Streets Reconstruction Project

City of Burleson Project No. 177372

in the City of Burleson, 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 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 acceptance and

perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, 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 in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that 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 performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way 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.

The undersigned and designated agent is hereby designated by SURETY as the resident agent in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

PRINCIPAL

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: 2018 Neighborhood Street Reconstruction Project

Project Number: 177372

Owner: City of Burleson, Texas

Contractor: _____

Engineer: Teague Nall & Perkins, Inc.

The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this _____ day
of _____ 20____

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF JOHNSON

§ CONTRACTOR'S AFFIDAVIT OF
§ FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared _____

("Affiant"), who, after being by me duly sworn, deposes and says that he is _____

, a _____ (corporation, partnership, trade name)
of _____ (County, State of Texas) the ("Contractor"), which said Contractor
was awarded the contract dated the _____ day of _____, for the construction
of _____ (the "Work"), for a total
consideration of _____ Dollars to be paid to the said
Contractor (the "Contract"), and the Affiant has full power of authority to make this affidavit.

That CITY OF BURLESON (the "Owner") has received the request for final payment on said Work, and that the said contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property code, and Article 510 of the Revised civil Statues of the State of Texas, or any other applicable statues or charter provisions, and that all just bills for labor and materials have been paid and charged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned contract, and hereby waives and releases any right against the Owner arising out of or in any manner connected with the performance of the work and/or his Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the contract and shall not be deemed to alter or modify the terms and provisions of said Contract.

By _____
(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ day of _____, 20____.

(Notary Public, in and for the State of Texas)

(Printed Name of Notary)

My Commission expires: _____

SPECIAL PROVISIONS

PART A – PAVING AND DRAINAGE SPECIFICATIONS

11A-1 PURPOSE OF SPECIAL PROVISIONS:

The project shall be constructed in accordance with the *Standard Specifications for Public Works Construction* as issued by the North Central Texas Council of Governments (NCTCOG), as it may be amended from time to time, hereinafter referred to as the Standard Specifications.

These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.

Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

References made to “TxDOT” items in this contract shall mean items in the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* as published by the Texas Department of Transportation in 2004, or most recent edition, Standard version only. There will be no Metric projects. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

11A-2 SCOPE OF WORK:

- A. The work governed by these specifications is located in the city of Burleson, Texas and consists of 2018 Neighborhood Streets Reconstruction Project, City of Burleson Project No. 177372. The project includes the reconstruction of existing subgrade with stabilization, asphalt paving on W King St., N Warren St., & NE Johnson Ave., complete water line replacement including all valves, fire hydrant assemblies and services and complete sewer system reconstruction. All work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
- B. The intent of the Contract Documents, including the Standard Specifications, Special Provisions & Projects, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor.

- C. Horizontal and vertical control, if available, will be provided by the Owner prior to construction. Construction staking will be the responsibility of the contractor. No separate pay item is included for construction staking. The work will be performed subject to the right of inspection by the City Engineer or his authorized representative. Any provision of the agreement vesting in the City of Burleson, Department of Engineering Services, the right of supervision or inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained as described, and no such provision shall be interpreted as vesting in the City of Burleson, Department of Engineering Services the right to control the details of the work.
- D. The Contractor shall maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.
- E. The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.

Whenever the City of Burleson shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work; such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the City of Burleson may orally require immediate removal of an employee for cause, to be followed by written confirmation.

11A-3 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Burleson as a condition of the contract, together with appropriate powers of attorney.
 - 1. **Performance, Payment, And Maintenance Bonds:** Performance, Payment and Maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Burleson. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.

2. **Performance Bonds And Payment Bonds In Excess Of \$100,000:**
In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.
3. **Insurance:** Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation
Employer's Liability

Statutory Limit
\$100,000 Each Occurrence
\$100,000 Disease – Each
Employee

Liability Insurance

Commercial General Liability
(No standard coverages are to
be excluded by endorsement.)

\$1,000,000 Per Occurrence

Automobile Liability Insurance

Commercial Auto Liability Policy
(including coverage for owned,
hired, and non-owned autos)

\$ 500,000 Combined
Single Limit

Umbrella Liability

(Following Form and Drop Down
Provisions Included)

\$2,000,000 Each Occurrence

B. It is agreed by all parties to this contract that the insurance required under this contract shall:

1. Be written with the City of Burleson as an additional insured.
2. Provide thirty days notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.
3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Burleson, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
5. Provide a Certificate of Insurance evidencing the required coverages to:

City of Burleson
Department of Engineering Services
141 W. Renfro
Burleson, TX 76028

C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Burleson or the City of Burleson's property might be responsible or encumbered (less amounts withheld by City of Burleson) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Burleson, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Burleson, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City of Burleson. If a subcontractor refuses to furnish a release or waiver required by the City of Burleson, the Contractor may furnish a bond satisfactory to the City of Burleson to indemnify the City of Burleson against such lien. If such lien remains

unsatisfied after payments are made, the Contractor shall refund to the City of Burleson all money that the City of Burleson may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

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/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - 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, owner-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.

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.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
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.

5. The Contractor shall 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 (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.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten 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.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall 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, 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;
 - b. provide to 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;

- c. 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;
 - d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten 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
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
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.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11A-4 INDEMNIFICATION:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Burleson and all its officials, officers, agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes or action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Burleson, his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Burleson from the consequences of City of Burleson's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workmen's compensation acts or other employee benefit acts.

11A-5 ADDENDUM:

This section has been moved to "Instructions to Bidders."

11A-6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 5 of this contract, will be the maximum number of calendar days allowed to substantially complete this project. ***Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed.*** Failure of the Contractor to complete the work within this time will result in damages being sustained by the City of Burleson. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Burleson TWO HUNDRED FORTY DOLLARS (\$240.00) for each calendar day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall

constitute agreement by the City of Burleson and Contractor that TWO HUNDRED FORTY (\$240.00) is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

The days as outlined in the Bid Summary for each section is given as a guide to the amount of time assumed to complete that particular portion of work. Liquidated damages will incur as a relation to completion of the entire Project within the allotted total number of Calendar days, which is 180 days.

11A-7 COMPUTATION OF CONTRACT TIME FOR COMPLETION:

The Contract Documents furnished to the Contractor shows the number of calendar days allowed in the contract. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days will be considered, equal to the time which, in the opinion of the engineer, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement (change order).

Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the prosecution of the work. Time will also be charged for Sundays and holidays.

Prior to beginning construction operations, the Contractor shall submit to the engineer a *Critical Path Method (CPM)* chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete the contract within the allotted time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time.

Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.

The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the engineer, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written request of the engineer, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the engineer will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be

in compliance, he will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:

- 1st Month - Reduction = 30% X work performed (Month Only)
- 2nd Month - Reduction = 40% X work performed (Month Only)
- 3rd Month - Reduction = 50% X work performed (Month Only)
- Subsequent Month - Reduction = 50% work performed (Month Only)

The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., 30% payment reduction for the work performed during the first month, plus 40% payment reduction for work performed during the second month, plus 50% payment reduction for work performed during the third month, and plus 50% payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.

The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.

Prior to any construction activities, the Contractor shall install erosion control measures. The Contractor shall then begin the work to be performed under the contract within 15 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

11A-8 DELAYS:

The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of City of Burleson or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City of Burleson makes no representation or

guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this contract it is required, expressly or otherwise, that City of Burleson shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City of Burleson as to the time of such performance and the delay of City of Burleson in fulfilling such requirement shall not result in liability of any kind on the part of City of Burleson except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.

11A-9 MONTHLY ESTIMATE:

Although Contractor estimates may be submitted on a monthly basis, The City of Burleson does not use a monthly pay estimate schedule. The City will process the estimate within a reasonable time. It is the Contractor's best interest to get the estimate to the inspector as early in the week as possible to verify quantities and make the request. After verification, payment can be made

11A-9A RIGHT TO AUDIT:

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.

11A-10 PREVAILING WAGE RATES:

The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 2 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 2. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews

with the Contractor's employees to insure compliance with Section 2 of the contract documents in accordance with applicable State and Federal Laws.

Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Burleson for all employees performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.

A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.

The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

11A-11 CONSTRUCTION WATER:

Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter at the Utility Billing Department Office, 141 W. Renfro, City Hall, prior to picking up the meter. These meters will be furnished by the City of Burleson and will be picked up at City Hall. The assigned company is liable for any theft and/or damage done to the meter once in the Contractor's possession. The loss of the meter or failure to turn it in when the job is completed will result in the forfeiture of the security deposit. Damages to the meter will be billed. It will be up to the assigned company to supply the monthly meter reading, meter number and signature of the company employee in writing to the Utility Billing department no later than the 10th of each month. That written reading may be dropped off to the Utility Billing department at City Hall or faxed to 817-447-3928. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in SECTION 7 (PROPSAL) of this contract.

11A-12 DETOURS AND BARRICADES/TRAFFIC CONTROL:

The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to

traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the *TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)*. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or authorized representative. Unless included as a bid item, no direct compensation will be made to the contractor for the preparation of the Traffic Control Plan.

Unless otherwise approved by the engineer or authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices bid for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A bid item shall be included for furnishing, installing, maintaining and final removal of the asphalt.

Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following "*Traffic Control Device Detail*," which is enclosed as part of these specifications. These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.

No direct compensation (unless bid item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate.

11A-13 SALES TAX EXEMPTION:

The Contractor is cautioned that Texas law regarding tax exemption for City projects has been revised. The Contractor is responsible for obtaining the latest

information from the State Comptroller's Office and/or other appropriate entities and bidding accordingly.

11A-14 ACCESS TO PRIVATE PROPERTIES:

The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices bid. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.

The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

11A-15 CRUSHED ROCK BAD WEATHER PROTECTION:

During periods of bad weather, the Contractor shall put in place, on excavated streets, an amount of Type A, Grade 1, flex base sufficient to provide temporary access to private non-commercial property. Crushed concrete flexible base meeting TxDOT Item 247, Grade 1 is also acceptable to provide temporary access to private property. All flex base will be removed and stockpiled for future use at other locations as necessary. Any base removed and hauled off the project site without approval from the engineer will be replaced by an equal quantity at the Contractor's expense. Special care will be taken by the Contractor during placement and removal of the flex base, not to unnecessarily combine the flex base with native material on the project. If special care is not taken by the Contractor, an equal quantity of flex base will be replaced at the Contractor's expense. This specification is not considered a separate bid item. It is considered subsidiary to other items in the proposal. Ingress and egress onto private and public property shall be maintained at all times when contractor is not working in the area.

11A-16 USE OF PRIVATE PROPERTY:

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. ***The Contractor shall not at any***

time use private water meters set for the property owners use without written permission of the property owner. Contractor is responsible for any and all damages to private property used for construction purposes.

11A-17 PROTECTION OF THE PUBLIC:

(COG 107.18) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at his entire expense.

Materials placed on the site, or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

The City of Burleson reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the City of Burleson shall be deducted from monies due or to become due to the Contractor.

11A-18 PROTECTION OF ADJACENT PROPERTY:

The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and personnel. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the Engineer. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-19 TESTING:

The City Inspector, deemed necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the City as follows:

1. Sanitary Sewer Lines

- Trench backfill density- City pays initial testing, Contractor pays for retesting.

- Pressure Testing of the Line - Contractor pays.
- Manhole Vacuum Test – Contractor pays.

2. *Water Lines*

- Trench Backfill Density – City pays initial testing, Contractor pays for retesting.
- Pressure Testing of the Line- Contractor pays.
- Line Sterilization – Contractor pays for sterilization. City takes water sample and pays for the initial testing, Contractor pays for retesting.

3. *Storm Drain*

- Trench Backfill density – City pays initial testing, Contractor pays for retesting.

4. *Paving*

- Lime or cement stabilized subgrade gradation and density – City pays initial testing, contractor pays for retesting.
- Mix design/plant control – Contractor pays
- Strength test/ cylinders – City pays initial testing, Contractor pays for retesting.
- Thickness test/coring - City pays initial testing, Contractor pays for retesting and additional tests to isolate deficient areas.

5. *Structures*

- Mix design/plant control – Contractor pays
- Strength test/cylinders – City pays initial testing, Contractor pays for retesting.

The failure of the City to make any tests shall in no way relieve the Contractor of his responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the engineer may require for collecting and forwarding samples and shall not, without specific written permission of the engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City of Burleson.

In case of concrete, the aggregates, design minimum and the mixing and transporting equipment shall be approved by the engineer before any concrete is placed, and the Contractor shall be responsible for replacing any concrete which does not meet the requirements of the contract documents.

11A-20 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.

- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the engineer. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the engineer and the cost of such tests will be the expense of the Contractor.

11A-21 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES:

Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Burleson or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

11A-22 EXISTING UTILITIES:

The Contractor will make every effort to protect existing utilities and other lines or structures. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the engineer or his representative. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

The Contractor shall contact the proper utility representative as follows for questions or coordination of construction related to existing utilities:

<u>Utility</u>	<u>Representative</u>	<u>Phone Number</u>
ATMOS (formerly TXU Gas) 100 W. Morningside Dr. Fort Worth, TX 76110	BOB DAVISON New Construction Manager	817-215-4704

TXU Electric Delivery 7860 Winbrook Benbrook, TX 76126	TERRY SEARS PMDS Utility Designer Sr.	817-569-7916
<u>SW BELL TELEPHONE CO.</u> 1116 Houston St.. Rm 1410 Fort Worth, TX 76102	SEAN KIRBY Engineering Department	817-338-5810
<u>ONCOR</u> 7860 Winbrook Drive Benbrook, TX 76126	JENNA DEVINE Distribution	682-978-1983
<u>CHARTER COMMUNICATIONS</u> 8912 S. I-35W, Ste. D Fort Worth, TX 76134	GREG PIATT Line Locator	817-509-6272, ext. 3363
<u>AT&T</u> 1116 Houston St. Fort Worth, TX 76102	DANIEL DUNN Engineering Department	817-994-3700
<u>PUBLIC WORKS</u> 1675 John Jones Dr. Burleson, TX 76028	AARON RUSSELL, P.E. Public Works Director	817-426-9837,

11A-23 PROTECTION & CLEANING OF EXISTING SEWERS

If the contractor, through any carelessness or negligence, obstructs the flow through any existing sewer within the limits of the project, the Public Works Department of the City of Burleson will provide the necessary equipment and labor to clean the obstructions(s) at a rate of Two Hundred Dollars (\$200.00) per hour with a two (2) hour minimum per location.

11A-24 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES:

In the preparation of plans and specifications, the engineer has endeavored to indicate the location of existing underground utility lines which are known to the engineer. No attempt has been made to show minor lines or service lines however, and it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of construction, the Contractor shall communicate with the local representative of all utility companies and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. It is the Contractor's responsibility to uncover and determine the elevation and location of all potential conflicts well ahead of the excavation.

11A-25 RIGHT-OF-WAY PREPARATION: N/A

11A-26 ROADWAY EXCAVATION: All roadway excavation on this project shall be unclassified and shall be performed in full accordance with the NCTCOG Specifications, Division 200, 203.4, "Unclassified Street Excavation."

Payment for excavation is based on plan quantity. Contractor shall verify excavation/fill quantities and shall notify City of Burleson in writing of concurrence or disagreement with plan quantities prior to start of construction. Any discrepancies in quantities shall be resolved prior to beginning excavation. No adjustments to plan quantities shall be allowed once excavation/fill activities have begun.

It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits to dispose of both excess and unsuitable material from roadway excavation not needed in roadway fill and embankment. No separate payment shall be made for disposal of excess or unsuitable material. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

11A-27 UNCLASSIFIED STRUCTURAL EXCAVATION: N/A

11A-28 SITE GRADING: N/A

11A-29 COMPACTED ROADWAY FILL & EMBANKMENT: N/A

11A-30 BORROW: N/A

11A-31 FILLING: N/A

11A-32 DRAINAGE:

Contractor shall maintain adequate drainage at all times during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to the adjacent property shall not be allowed.

11A-33 REMOVAL ITEMS: N/A

11A-34 HYDRATED LIME AND PORTLAND CEMENT FOR SUBGRADE STABILIZATION:

Hydrated lime to be used on this job shall conform to NCTCOG Specification Item 301.2 with the exception of 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. Portland cement to be used for stabilization shall conform to NCTCOG Specification Item 301.3.

11A-34A LIME STABILIZATION OF SUBGRADE: N/A

11A-34B PORTLAND CEMENT STABILIZATION OF SUBGRADE

- A. Prior to beginning any Cement modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with Texas Department of Transportation *Standard Specification for Construction of Highways, Streets and Bridges, 2004*, Item 301, or the most recent edition. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be six (6") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Portland cement will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Portland cement stabilization shall be applied by either the slurry or dry method. If the method used is "DRY", it shall be the Contractors responsibility to maintain dust control during the application of Portland cement. If during application of Portland cement stabilization the Contractor has failed to maintain the dust to within limits specified by the inspector, the contractor will apply future Portland cement stabilization by "slurry method".
 - 1. It shall be the responsibility of the CONTRACTOR to regulate the sequence of work, to process a sufficient quantity of material so as to provide full depth as shown on plans, to use the proper amount of Portland cement, maintain the work and to rework the courses as necessary to meet the foregoing requirements. Cement stabilized base shall not be mixed or placed when the air temperature is below 40°F (5°C) and falling, but may be mixed or placed with the air temperature is above 35°F (2°C) and rising, the temperature being taken in the shade and away from artificial heat, and with the further

provisions that cement stabilized base shall be mixed or placed only when weather conditions, in the opinion of the OWNER, are suitable.

2. The cement-modified soil layer may be constructed with any machine or combination of machines and auxiliary equipment that shall produce the results meeting the requirements for soil pulverization, cement application, water application, mixing, incorporation of materials, compaction, finishing and curing as specified herein. The CONTRACTOR shall at all times provide sufficient equipment to enable continuous performance of the work and its completion in the required number of working days.
3. Soft or yielding subgrade shall be corrected and made stable before construction proceeds. The soil and/or recycled asphalt pavement shall be so pulverized that at the completion of moist-mixing, it meets the gradation in the table below.

Table 1. (a) Cement Treated Materials-In-Place

Sieve Size	Minimum Passing by Dry
Weight ^{1, 2}	
1-in. (25mm)	100%
No. 4 (4.75mm)	80%

1. Exclusive of gravel or stone retained on these sieves.
2. Recycled asphalt pavement shall be pulverized so that 100-percent shall pass a 2-in. (50mm) sieve.

- D. *Application of Cement to Materials-In-Place:* Portland cement shall be spread by an approved dry or slurry method uniformly on the soil at the rate specified on the plans or as determined by preliminary laboratory tests. If a bulk cement spreader is used, it shall be positioned by string lines or other approved method during spreading to insure a uniform distribution of cement. Cement shall be applied only to such an area that all the operations can be continuous and completed in daylight within 6-hours of such application. The percentage of moisture in the soil at the time of cement application shall not exceed the quantity that shall permit uniform and intimate mixture of soil and cement during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the soil and cement mixture. In the event of high soil-moisture contents, cement may be applied at one-half the specified rate when approved by the Engineer. The remainder of the application rate of cement shall be applied the following day(s), not to exceed 48-hours. The usual construction sequence shall then be resumed. No equipment, except that used in the spreading and mixing, shall be allowed to pass over the freshly spread cement until it is mixed with the soil.

1. Mixing shall continue until a homogeneous, friable mixture of the material and cement is obtained, free from all clods or lumps. The mixture shall be kept within moisture tolerances throughout the operation.
2. Compaction shall begin after mixing and after gradation and moisture requirements have been met. The material shall be compacted to at least 95-percent of the maximum density as determined by ASTM 698 Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)). At the start of compaction, the percentage of moisture in the mixture and in un-pulverized soil lumps, based on oven-dry weights, shall be within 2-percentagepoints of the specified optimum moisture content and shall be less than the quantity which shall cause the soil cement mixture to become unstable during compaction and finishing. When the un-compacted soil-cement mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the CONTRACTOR. The specified optimum moisture content and density shall be determined in the field on the representative samples of soil-cement mixture obtained from the area being processed. Final moisture content shall be within minus 2 (-2) to plus 4 (+4) of optimum. Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. Compaction shall begin at the bottom and shall continue until the entire depth of the mixture is uniformly compacted. The loose mixture shall then be uniformly compacted to the specified density within 2-hours. After the soil and cement mixture, except the top mulch, is compacted, water shall be uniformly applied as needed and thoroughly mixed in. The surface shall then be reshaped to the required lines, grades and cross section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment. The resulting surface shall be thoroughly rolled with a pneumatic tire roller and "clipped," "skinned," and "tight-bladed" by a power grader to a depth of approximately ¼-in. (6mm), moving all loosened soil and cement from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding small increments of moisture as needed during rolling. When directed by the OWNER, surface finishing methods may be varied from this procedure, provided a dense, uniform surface, free of surface material, is maintained at its specified optimum during all finishing operations. Surface compaction and finishing shall proceed in such a manner as to produce, in not more than 2-hours, a smooth, closely knit surface, free of cracks, ridges or loose material, conforming to the drawn grade and line shown on the plans. OWNER shall conduct In-place density tests shall as outlined in ASTM D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth). In-place density tests shall be

performed at the rate of one-per-300-linear-ft. (one/91-m) of paving for two (2) lanes. The suitability of the modification shall be confirmed by Atterberg Limit testing at the rate of one test per 2,500 cubic-yards (one/1,910-m³) of processed material. In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be made by the OWNER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the stability, density and finish before the next course is placed or the work is accepted, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

- E. *Application of Cement to Plant Mixed Cement:* Mixing and Processing of Portland cement for stabilization by plant mixing shall follow the guidelines as provided in section 11A-34B, subsections A-D.
1. Free access to the plant shall be provided to the OWNER for construction quality control. The mixture shall be hauled to the paving area in trucks having beds cleaned of deleterious material.
 2. The mixture shall be placed on a moistened subgrade in a uniform layer by any approved method of spreading that will deposit the required quantity per lineal foot, without segregation, to produce a uniformly compacted base conforming to the grade and cross-section. Not more than 30-minutes shall elapse between placement of cement treated base in adjacent lanes at any location except at longitudinal and transverse construction joints. Compaction shall start as soon as possible after spreading. Elapsed time between the addition of water to the cement treated base mixture and the start of compaction shall not exceed 60-minutes under normal conditions. The Engineer may alter this time if environmental conditions, such as temperature, humidity or wind conditions would justify such a change. Laboratory tests may be required to verify changes in compaction time limits.
- F. *Opening to Traffic.* The CONTRACTOR shall not be permitted to drive heavy equipment over completed portions. Pneumatic-tired equipment required for hauling cement and water may be permitted to drive over after the surface has hardened sufficiently to prevent the equipment from marring the surface, provided that protection and cover are not impaired. The soil-cement course may be opened to local traffic as soon as the curing seal has been applied and dusted or sanded as necessary to

prevent it from being picked up by traffic. Completed portions may be opened to all traffic after 7-days.

- G. Maintenance. The CONTRACTOR shall be required within the limits of its contract to maintain the soil-cement treatment in good condition from the time it first starts work until all work shall have been completed. Maintenance shall include immediate repairs of any defect that may occur after the cement is applied. Such maintenance work shall be done by the CONTRACTOR at the CONTRACTOR'S expense, and repeated as often as necessary to keep the area continuously intact. Repairs are to be made in such a manner as to insure restoration of a uniform surface for the full depth of treatment. Any low area of treated subgrade shall be remedied by scarifying the surface to a depth of at least 2-in. (5cm), filling the area with treated material and compacting. Any low area of sub-base or base shall be remedied by replacing the material for the full depth of sub-base or base treatment rather than adding a thin layer of stabilized material to the completed work.
- H. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Burleson's Communications & Environmental Services at (817) 447-5410, ext. 269 during City Hall working hours and to the Burleson Fire Department Dispatcher (817) 295-5498, ext. 230 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the Portland cement stabilization item.

11A-35 FLEXIBLE BASE:

All flexible base shall be in accordance with Item 247 of the 2014 edition of the Texas Department of Transportation *Standard Specifications for the Construction of Highways, Streets, and Bridges*.

Type "A" Grade 1 Flex Base shall be used as subgrade material under the proposed HMA pavement. An acceptable alternative to Type "A" Grade 1 Flex Base is crushed concrete. Crushed concrete shall be categorized as Type "D" Grade 1 Flex Base. Flex Base shall be thoroughly compacted and placed to a depth specified on the plans.

Type "A"

Crushed or Broken Aggregate	Retained on Sq. Sieve	%
	1 3/4 in.	0
	7/8 in.	10 - 35
	3/8 in.	30 - 50
	No. 4	45 - 65
	No. 40	70 - 85
	Max LL	35
	Max PI	10
	Wet Ball Mill, Max Amt.	40
	Max Increase in passing No. 40	20

Payment for Flexible Base shall include all materials, labor, equipment, hauling and placement. Measurement shall be compacted in-place plan quantities by the square yard to the thickness specified on the plans.

Daily tickets will be submitted by the Contractor and signed by the inspector or his representative no later than one week after delivery of the flexible base.

11A-36 CONCRETE CURB AND GUTTER:

Concrete curb and gutter shall be placed at locations along the project where portions of the existing curb and gutter is removed. In cases where 100% of the existing curb and gutter is to be removed, it shall be replaced with the Standard 30 inch curb and gutter section. All concrete used for curb and gutter in the City of Burleson will have a cement content of not less than five (5) sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit price bid for curb and gutter shall include 3-#3 bars of reinforcing steel. Expansion joints shall be placed at all intersections, P.Cs, P.Ts, driveways, inlets, other curb and gutter or every 200 feet. All expansion joints shall not be less than one-half inch (1/2") in thickness with longitudinal dowels. Dowel shall be three No. 4 smooth bars, 24 inches in length. One-half of the dowel shall be coated with asphalt and terminated with an expansion cap. All work shall be in compliance with NCTCOG Section 305.1. All loose material between the form will be removed and the grade wetted prior to the placing of the concrete. An approved curing compound shall be applied to the surface in accordance with the Curing Specification.

11A-37 EPOXY BONDING AGENT:

Epoxy used for tie bars drilled into existing concrete shall be submitted to the project inspector for approval.

11A-38 HOT MIX ASPHALTIC CONCRETE:

A. PAVING MIXTURES:

1. **Mixture Design:** The Job Mix Formula shall be designed by the Contractor in accordance with the requirements of this Special Provision, TxDOT Bulletin C-14 and TxDOT Test Method Tex-204-F and tested in accordance with TxDOT Test Methods Tex-201-F and Tex-202-F, with the exception that the laboratory density will be determined as a percentage of the mixture maximum theoretical density. The maximum theoretical specific gravity shall be determined in accordance with TxDOT Test Method Tex-227-F on trial samples of the mixture near optimum asphalt content and conform with the requirements herein. The Contractor shall submit the Job or Plant Mix Formula for review on forms acceptable to the City for each source of supply and type of mixtures specified. Total sand content shall not exceed 18% for Type "D" mix. The bulk specific gravity will be determined for each aggregate to be used in the design mixture. The mixture shall be designed to produce a mixture within the density and stability requirements shown below. In addition, washed gradations of the aggregate in the job mix formula shall be plotted on the 0.45 power chart for comparison with the maximum density line.
2. **Stability and Density:** The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory in accordance with TxDOT Test Method Tex-206-F and the bulk specific gravity of the laboratory compacted mixture determined in accordance with TxDOT Test Method Tex-207-F should have the following percent of maximum theoretical density as measured by TxDOT Test Method Tex-227-F and stability conforming to TxDOT Test Method Tex-208-F:

Optimum Density Range
95 to 97 Percent

Stability, Percent
Not Less than 42

3. **Types:** The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. Mineral filler may also be required.

When properly proportioned, the mineral aggregate shall produce a gradation which will conform to the limitations for master grading given for the type specified unless otherwise shown on plans. The gradation will be determined in accordance with TxDOT Test Method Tex-200-F (Dry Sieve Analysis) and shall be based on

aggregate only. The amount of asphaltic material shall conform to the limitations shown for the paving type specified.

Type "B" (Fine Grade Binder of Leveling-up Course)	Percent Aggregate by Weight or Volume
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Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. 10 sieve	5 to 26
Total retained on No. 10 sieve	50 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve ...	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight, unless specified otherwise on the plans.

Type "D" (Fine Grade Surface Course):	Percent Aggregate by Weight or Volume
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Passing ½" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10.....	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve ...	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight, unless specified otherwise on the plans.

- 4. **Sampling and Testing for Field Control:** Extraction tests for bitumen content and aggregate gradation shall be made for each 500 tons produced or fraction thereof. Extraction tests shall conform to TxDOT Test Method Tex-210-F. Tests for stability of the asphalt mixture shall conform to TxDOT Test Method Tex-208-F. The mixture shall not vary from the grading proportions of the aggregate and the asphalt content by more than the respective tolerances and shall be within the limits specified for master grading.
- 5. **Tolerances in Relation to Approved Design:** The aggregate portion of the paving mixture produced shall not vary from the

design gradation by more than the tolerances which follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be TXDOT Test Method Tex-210-F or other methods of proven accuracy.

Type "B"
(Fine Grade Binder of Leveling-up):

Percent Aggregate
by Weight or Volume

Passing 2" sieve	±5%
Passing 1¾" sieve	±5%
Passing 1¾" sieve, retained on 7/8" sieve	±5%
Passing 7/8" sieve, retained on 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10 sieve	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic material	±0.5%/or 1.2% by vol.

Type "D"
(Fine Graded Surface Course):

Percent Aggregate
by Weight or Volume

Passing ½" sieve	±5%
Passing 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic Material	±0.5%/or 1.2% by vol.

B. IN-PLACE COMPACTION CONTROL: In-place compaction control is required for all mixtures.

- Asphaltic concrete should be placed and compacted to contain not more than 8 percent nor less than 3 percent air voids unless otherwise indicated. The percent air voids will be calculated using the maximum theoretical specific gravity of the mixture determined according to TXDOT Test Method Tex-227-F. Roadway specimen, which shall either be cores or sections of asphalt pavement, will be

tested according to TXDOT Test Method Tex-207-F. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determinations shall be carefully crumbled, using heat, if necessary, and the maximum theoretical density determined as specified. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample. The use of nuclear field density determinations shall not be accepted as the basis for acceptance with respect to density. However, an approved nuclear gauge may be used to establish a rolling pattern.

2. The Contractor shall be responsible for assuring that the compaction of the asphaltic concrete in place will attain between 3 and 8 percent air voids. The Contractor's responsibility for the required compaction includes the selection of rolling equipment and the selection of rolling patterns to achieve the required compaction within the guidelines provided herein. The above selections of equipment and procedures must provide the required qualities of profile, smooth riding surface, and consistent workmanship in appearance.

Initial testing will be the responsibility of the City of Burleson. Any retest will be the responsibility of the Contractor. Additional information is provided in Section 11-18 of these Special Provisions.

11A-39 TACK COAT:

The unit bid prices for coarse graded base course and fine graded surface course shall include the application of a tack coat to each layer of asphaltic concrete before the next layer is applied and a tack coat shall also be applied to any exposed concrete edges that shall abut any hot mix asphaltic concrete. The tack coat shall be liquid asphalt complying with the specifications of the Asphalt Institute for SS-1, MS-2 Emulsified Asphalt. The tack coat shall be applied to each layer at a rate not to exceed 0.05 gallons per square yard of surface.

11-40 ASPHALTIC PRIME COAT:

A prime coat shall be used on the stabilized base material immediately after the base material has been compacted to specified density and cut to grade. The prime coat shall be liquid asphalt complying with the specification of the Asphalt Institute for type MS-2 Emulsified Asphalt. The prime coat shall be applied to the surface of the base at a rate of 0.20 to 0.40 gallons per square yard of surface and allowed to penetrate as far as possible. The cost of furnishing and installing the asphalt prime coat shall be considered subsidiary to the unit prices bid for hot mix asphaltic concrete.

11A-41 REINFORCING STEEL:

All reinforcing steel used on this project shall comply in all respects to Item 440, "Reinforcing Steel" of the *Standard Specifications for Construction of Highways, Streets and*, as adopted by the Texas Department of Transportation, 2014 ed. Payment for reinforcing steel shall be considered subsidiary to the various bid items.

11A-42 TEMPORARY BATCH PLANT: N/A

11A-43 TESTING REQUIREMENTS (CONCRETE):

The strength of the concrete shall be determined during the construction by taking a minimum of three (3) test cylinders and/or two test beams during each fifty (50) cubic yards of continuous pouring. These tests shall be conducted by an approved testing laboratory and the initial tests shall be paid for by the City of Burleson. The cost of additional testing to isolate areas not complying with the specifications shall be paid for by the Contractor.

Beam strength tests permitted by the specifications for early form removal shall be conducted by an approved testing laboratory and the cost shall be borne by the Contractor.

11A-44 CONCRETE VALLEY GUTTERS:

All concrete valley gutters shall have a thickness of six inches (6"). Concrete valley gutters shall be reinforced with #4 bars on twelve inch (12") spacing in both directions. All concrete shall have a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. An approved curing compound shall be applied to the surface.

11A-45 CONCRETE DRIVEWAYS:

Driveways shall be composed of concrete having a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit bid price shall also include #3 bars on twelve inch (12") centers, or #4 bars on eighteen (18") centers both ways. An approved curing compound shall be applied to the surface.

The City will replace only those existing driveways specified. Any new drives installed by the Contractor under criteria other than the above will be at his own expense.

All drive connections to State Right-of Way shall use TxDOT details.

11A-46 RECONSTRUCT DRIVES:

Existing drives which will be destroyed by proposed construction and which will be reconstructed are specifically called out on the plans and construction shall conform to this special provision. After construction operations are completed in the street area, these drives shall be reconstructed to original or better condition than existed before construction and to satisfaction of the engineer. Existing surface and base materials and storm drain pipe may be reused if approved by the engineer. Where new materials will be required in order to reconstruct drives to the required condition, the Contractor shall be aware of their need and they shall be incidental to the price requested. All work shall conform to the applicable standard and special project specifications. Payment for reconstructing drives shall be a price per square yard of typical concrete driveway or a price per square yard of exposed aggregate concrete driveway. Such price shall include all materials, labor, and supervision for the completed construction.

11A-47 CONCRETE SIDEWALKS: N/A.

- A. MATERIALS: Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.
- B. CONSTRUCTION PROCEDURE: In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot (2%) across the sidewalk toward the street. All forms shall remain in place at least twenty-four (24) hours.

The plane of all joints shall make a right angle with the surface of the pavement. No joints shall have an error in alignment of more than one-half (1/2") inch at any point. The edges of the slab at all joints, except where the joints are sawed, shall be rounded with an edger having a radius of one-fourth (1/4") inch, except as otherwise shown on the plans. The edging shall also be done symmetrically on each section with the plane of the joint.

Longitudinal expansion joints, joints used to separate new from old concrete, and all joints around all fire hydrants shall be made of conventional one-half (1/2") inch asphalt expansion joint material extending completely through the concrete unless otherwise specified on the plans.

Transverse expansion joints shall be three-fourths (3/4") inch in width and be made of high grade redwood placed through the concrete at a spacing not to exceed forty (40') feet. No. 4 X 18" steel dowels shall be placed on eighteen inch (18") centers through each redwood expansion joint, one end of each dowel being wrapped or otherwise prevented from bonding to the concrete.

Contraction joints shall be made in the sidewalk at regular intervals, such intervals generally being equal to the width of the sidewalk.

The Contractor shall grade or fill, as necessary, along the sidewalk to match the existing ground. Care will be used to ensure that adjacent property outside the right-of-way line is protected.

11A-47A CONCRETE SIDEWALKS WITH RETAINING WALL: N/A When sidewalks are constructed adjacent to retaining walls, the plans shall specify if the sidewalk and retaining wall are to be constructed as separate items or as a sidewalk with wall unit. The sidewalk with wall unit shall be constructed in accordance with the City of Burleson typical details and shall be paid on a linear foot basis for various wall heights up to four (4') foot. When specified to be constructed as separate items, the limits of pay for the sidewalk shall be of the sidewalk up to the face of the retaining wall on a square yard basis. The retaining wall shall be paid under retaining wall on a cubic yard basis.

Generally, location of sidewalk with retaining wall will be the same as a standard sidewalk. If necessary, the sidewalk shall be adjusted in the field, as approved by the Project Engineer, to match existing sidewalks and to avoid trees, fire hydrants, light poles, traffic signs, etc., that otherwise would be in the sidewalk.

It is assumed that areas showing sidewalk with retaining wall will require a retaining wall of only about two foot. Nonetheless, as the details shows, there is a four foot maximum height allowance and the bid price shall reflect the possibility of a four foot (4') wall dependent on field conditions.

11A-48 BARRIER FREE RAMPS: N/A

Sidewalks shall be constructed barrier free and fully accessible. Curb ramps are required at all intersections between sidewalks and streets. At driveways, the curb shall be layed down and the sidewalk section shall be maintained through the driveway. Ramps shall be constructed in accordance with the detail shown on the plans. Ramp slopes shall not exceed one inch (1") rise in twelve inches (12"). The landings shown on the details shall be constructed of concrete and paid for under the unit price bid for sidewalks. At tee intersections, a mid ramp shall be constructed as shown in the details. The ramps shall be paid for based on the unit price bid for the ramp and shall include curb and street cuts, matting, and other material used to construct the ramps, complete and in place.

11A-49 CONCRETE MEDIANS: N/A

11A-50 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES:

The Contractor shall be responsible for adjusting (vertical), or relocating (horizontal and vertical), and bringing to grade, water meter boxes, within the limits of this project. This shall include the adjustment or relocation of the service line on the City's side of meter (from main to the meter), the quarter bend, the curb stop or angle valve, depending on service size, and the meter. Adjustment of the customer's service line shall be performed by a licensed plumber and shall be considered subsidiary. All of the work shall be in accordance with the Standard Specifications for Waterworks and Sewerage Improvements (1997). The Contractor shall also endeavor to keep meters accessible during the project construction for reading purposes. In the event the meters are covered during construction, the Contractor shall mark their locations with stakes and shall uncover the meters within 24 hours when notified to do so by the inspector. The Contractor shall also replace cast iron meter boxes, with boxes of the following specifications:

For Meter Boxes for 5/8", 3/4", and 1" services

1. Single Mtr. Box (non-traffic) - Alliance 1200.SBTR
2. Double Mtr. Box (non-traffic) - Alliance 16AMR2.DU.SB
- 3.

For Meter Boxes of 1.5" and 2" services

1. Single Mtr Box (traffic) - Rotec D1730-18-BD5M
2. Double Mtr. Box (traffic) - Rotec DFW38C-14-KSBSM

Water meter boxes broken by the Contractor shall be replaced at the Contractor's own expense. If any portion of the meter box is in a concrete sidewalk, the meter box shall be relocated outside the sidewalk. The box shall be set to the finished grade of the surrounding lot. Water service and meter box *adjustments* (vertical) shall be subsidiary to the various items in the PROPOSAL. Water service and meter box *relocations* (horizontal and vertical) shall be paid for as outlined in the PROPOSAL.

11A-51 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES:

Prior to the application of the lime slurry, all manholes, cleanouts, and water valves shall be adjusted to approximately one foot (1') below the bottom of the proposed subgrade. Prior to the placement of any pavement, the Contractor shall verify the locations of all valves, manholes, and cleanouts. For existing manholes that are being adjusted to proposed grade, the Contractor shall replace old manhole ring and lid with new manhole ring and lid, as directed by the engineer or his representative. All manholes, water valves, and cleanouts may be blocked out or brought to proper grade before placement of concrete pavement. Where HMAC is used, adjustment to proper grade shall be made after placement of the top layer of coarse grade binder. It shall then be encased in concrete for a minimum of six inches (6") in depth and the concrete shall be a minimum of twelve inches (12") wide at all points around the water valves, cleanouts, or manholes. Valve stacks shall be ductile iron only. In the event the top of the operating nut for any valve is more than six feet (6') deep from the finished ground elevation, valve stem extensions shall be furnished and installed by the Contractor to bring the operating nut to within three feet (3') of the finished ground level. Payment for the valve stem extension shall be subsidiary to other unit prices bid in the PROPOSAL.

It shall be the sole function of the Contractor to re-establish the location of all valves, manholes, cleanouts, etc. If the Contractor, through carelessness or negligence, damages any valve, manhole, or cleanout, it will be the Contractor's responsibility to replace the same. Should the Contractor fail to re-establish the location and adjust any valve, manhole, or cleanout, he will be required to perform the necessary work to raise the same at no additional charge to the City of Burleson.

Where manholes, cleanouts, or gate valves are to be raised within the proposed fill slopes or in areas other than a concrete or asphalt surface, the manhole, cleanout or gate valve shall be raised at least six inches (6") higher than the proposed finished grade. An exception to this specification is in areas where the appurtenance is on private property. The engineer or its representative will give the proper height above the proposed finished grade.

Where manholes, cleanouts, or gate valves are located within the alignment of a sidewalk, the following adjustments shall be made: (1) Manholes shall be flush within the sidewalk and located within construction joints creating an isolated panel for easy removal and repairs if necessary. If the manhole ring and lid are located only partially within the sidewalk and an eccentric cone will not remove it completely from the sidewalk, the manhole ring and lid shall be formed circumferentially within the sidewalk to create vertical edges. The grass side shall be planted with sod to the edge of the ring and lid. (2) Water valve boxes and cleanouts shall be raised flushed within the sidewalk. A block-out of 12" beyond all sides of the valve or cleanout shall be formed. The alignment of the block-out shall that of a 48" square rotated 45 degrees when looking perpendicular to the sidewalk. Contraction joints shall extend from the top and bottom vertices to the outer edged of the sidewalk. The contraction joints for the side vertices shall extend to meet the traverse construction joints on either side,

forming a panel of four feet (4') square that will allow for removal and repairs if necessary.

Except as called for on the plans, the Contractor shall not be responsible for the relocation of power poles, gas meters, telephone cable boxes and signs, gas pipeline markers, fire hydrants, light poles, traffic signs and signals, or for adjustment of the top elevation of gas and telephone manholes which are in direct conflict with improvements. If these items have not been relocated and/or adjusted at the time of construction and the plans do not require the Contractor to adjust them, the Contractor shall inform the engineer and/or his representative of the problem.

Sanitary sewer manholes may be adjusted up to 12 inches in additional height above the cone section with concrete grade rings. Adjustments over 12 inches shall be accomplished using a concrete flat top section or by using pre-cast or cast-in-place manhole sections.

11A-52 REINFORCED CONCRETE PIPE: N/A

11A-53 CORRUGATED METAL PIPE (CMP): N/A

11A-54 HIGH DENSITY POLYETHYLENE PIPE (HDPE): N/A

**11A-55 MECHANICALLY COMPACTED TRENCH BACKFILL
SPECIFICATIONS:**

After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698.

For lines under the proposed roadway and laid prior to new street construction, the backfill shall continue to within two feet (2') of the top of subgrade. At this point the trench shall be widened a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six inch (6") loose lifts at optimum moisture content, \pm two percentage points, to a density of at least ninety-five percent (95%) of maximum dry density, as determined by ASTM D 698.

The City of Burleson shall be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.

Payment shall be subsidiary to unit prices bid for pipe.

11A-56 FLOWABLE FILL TRENCH BACKFILL SPECIFICATIONS:

- A. **FLOWABLE BACKFILL:** Flowable backfill shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent. The flowable mixture must be allowed to set prior to the placement of any overlying material.

- B. **MODIFIED FLOWABLE BACKFILL:** Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 50 and 150 psi after 28 days.

Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain the same materials with an unconfined compressive strength of greater than 150 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent.

The flowable mixture must be allowed to set prior to the placement of any overlying material.

The Contractor shall submit to the engineer a mix design for the type of flowable backfill to be used 10 days prior to the start of the backfill operation. When the mix design has been approved by the engineer there shall be no changes or deviation from the proportions or sources of supply except as approved by the engineer.

- C. Flowable backfill will be allowed for the following:

Backfill

- Bridge abutments

Structural Fill

- Road base

Miscellaneous Uses

- Abandoned sewer mains

- Box culverts
- Sewer trenches
- Utility trenches
- Conduit trenches
- Pipe bedding
- Mud jacking
- Soil erosion
- Slope stabilization
- Abandoned tank fill

11A-57 **CONCRETE:**

Concrete for all concrete drainage structures, manholes, and inlets shall be Class "A" with a minimum compressive strength of 3,000 psi at 28 days. A minimum of five (5) sacks of cement (Type I) shall be used per cubic yard and the maximum water-cement ratio shall not exceed 6.5 gallons per sack.

Concrete for channel lining and rip-rap shall also be Class "A" concrete having a minimum compressive strength of 3,000 psi at 28 days.

The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").

Air entrainment (5 %, \pm 1.5%) is required for all exposed concrete.

Calcium Chloride will not be permitted. Air-entraining, retarding, and water reducing admixtures must be approved and shall conform in all respects to NCTCOG Specification Item 303.2.3.

Aggregates for Class "A" concrete shall be either Grade 2 or Grade 3 for coarse aggregate, and Grade 1 for fine aggregate. Grades specified above refer to those outlined in Item 421 of the Texas Department of Transportation Specifications referenced above.

Forms used in the construction, concrete placement, and concrete finishing, shall comply in all respects to the requirements of Item 420 of the above referred Texas Department of Transportation Specifications.

All concrete shall be cured for a minimum of four (4) curing days. The acceptable methods for curing the concrete are as follows:

A.FORM CURING: Forms left in place in contact with the concrete.

B.WATER CURING: Water curing using wet mats, water spray or ponding.

C.MEMBRANE CURING: Compound may be used.

All weight supporting forms shall remain in place a minimum of four (4) curing days after which they may be removed if the concrete has attained a flexural strength of 500 psi as evidenced by strength tests of beam

specimens cast at the time of the pour. If beams have not reached the required strength after 4 days, the forms shall be left in place 14 days.

11A-58 REINFORCED CONCRETE BOX CULVERT: N/A

11A-59 UNCLASSIFIED CHANNEL EXCAVATION: N/A

11A-60 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES: N/A

11A-61 CURB INLET: N/A

11A-62 BACKFILL & BACKFILL MATERIAL:

Backfill operations shall begin immediately following removal of the forms on the permanent improvements. All loose concrete, rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.

Backfill material shall consist of the native material obtained from the street excavation unless in the opinion of the engineer, this material is unsuitable for use. The material shall not contain trash, rock, concrete, asphalt, lime shavings, gravel or other debris. Sand shall not be used for backfill material unless the native soil in the construction area is sandy in nature. All backfill material will be considered subsidiary to the unit price bid for the permanent improvements.

Backfill shall be placed in such a manner as to eliminate voids in the backfill material. The use of power equipment to place the backfill, or to bring it to grade, shall be limited to small farm-type tractors. Bring the backfill material to within four inches (4") of proper finished grade. The top four inches (4") shall be placed in accordance with Spec 11A-63 "Topsoil."

11A-63 TOPSOIL:

A minimum of four inches (4") of topsoil shall be placed on all disturbed areas adjacent to permanent improvements within the project limits. The topsoil shall be free from stone, rock, lumps, clods of hard earth, plants or their roots, sticks and other foreign material and shall be brought to the lines and grades as established by the engineer. Under no circumstances will topsoil be accepted unless it is free from the aforementioned contaminants. Contractor may use approved means of treating the topsoil to ensure its acceptability. This item shall be considered subsidiary to the other items in this project and shall not be a separate pay item.

The existing topsoil from the project limits may be used if Contractor stockpiles and protects it properly. No trash, lime shavings or other foreign material, shall be added to this stockpile. Topsoil material shall be stockpiled at locations

approved by the engineer, and after completion of permanent improvements, topsoil shall be placed on all disturbed areas so as to provide a minimum four-inch (4") depth of topsoil. The topsoil shall be tilled to a 1/2"-1" diameter size.

The City of Burleson retains the authority to require the Contractor to provide topsoil meeting the following specification should the Contractor fail to maintain the integrity of the stockpiled existing topsoil.

The soil texture shall be classified as loam or sandy loam according to the following criteria:

	(% Passing) <u>Loam</u>	(% Passing) <u>Sandy Loam</u>
Sand (0.074 to 4.76 mm diameter)	25-50%	45-85%
Silt (0.002 to 0.074 mm diameter)	30-50%	Less than 50%
Clay (Smaller than 0.002 mm) (Hydrometer analysis)	5-25%	Less than 20%

Soil texture shall be determined by utilizing processes as prescribed in ASTM D 422.

11A-64 5" REINFORCED CONCRETE RIPRAP: N/A

11A-65 HYDRO-MULCH SEEDING:

A. DESCRIPTION: This item shall consist of preparing ground, providing, and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated by the engineer.

B. MATERIALS: The type seed used shall be in accordance with NCTCOG Specification, Section 202.6, and approved by the engineer. All seed must carry a Texas Seed Label showing purity and germination, name and type of seed and that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the engineer. Grass seed shall equal or exceed 95% purity and 90% germination.

C. PLANTING SEASON: Planting of hulled bermuda grass seed shall be done between the months of April through September. The density of seeds planted shall be 80 pounds per acre. A blend of 30 pounds Rye grass and 40 pounds unhulled bermuda may be used between the months of September through April.

- D. **CONSTRUCTION METHODS:** The designated areas shall be raked, leveled and fine graded as necessary to provide a smooth uniform grade, free of ruts, depressions, humps and objectionable soil clods, prior to seeding. The area shall also be free of weeds, rubbish, and building materials. Any low areas shall also be filled to prevent ponding. All particles in the seed bed shall be reduced to less than one inch (1") in diameter or they shall be removed. The area to be seeded shall be loosened or disked prior to placement of seed in areas that appear to be overly compacted or to destroy existing vegetation, at the direction of the engineer or authorized representative. The cost of any chemical treatment to the soil in order to establish a uniform stand of grass will be subsidiary to "Hydro-mulch Seeding." Seeding of the type specified shall be performed in accordance with the requirements in NCTCOG Specification 202.6 except as hereinafter described:
1. **Watering:** The seeded areas shall be watered as necessary to establish grass as described in Establishment and Acceptance of Seeding.
 2. **Hydro-Mulch Seeding:** In accordance with COG Specification 202.6.4.4 alternate methods for placement of seed may be used if approved by the engineer.
- E. **MEASUREMENT:** Work and acceptable material for "Hydro-mulch Seeding" will be measured by the unit bid, complete in place.
- F. **PAYMENT:** The work performed and materials furnished and measured as provided under "Measurement" will be paid for at the unit price bid for "Seeding" which price shall be full compensation for furnishing all materials and for performing all operations necessary to complete the work, including fertilizer. Once a "uniform stand of grass" is provided, the City will provide payment for the seeding. See definition of "uniform stand of grass" below.
- G. **ESTABLISHMENT AND ACCEPTANCE OF SEEDING:** Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the grass, it shall be the sole responsibility of the Contractor to establish a uniform stand of grass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the City of Burleson may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of grass.
1. **Uniform Stand of Grass:** A uniform stand with complete coverage of the specified grass shall be defined as not less than one hundred-fifty (150) growing plants per square foot seeded (approximately 75% of disturbed area covered). Growing plants

shall be defined as healthy grass plants of two blades or more at least two inches (2") tall.

H. **POST-PLANTING MAINTENANCE:** Maintenance shall begin immediately after each portion of grass area is planted. It will be the Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting. All planted areas will be protected and maintained by watering, weed control, mowing, and replanting as necessary for at least thirty (30) days after initial planting and for as much longer as necessary to establish a uniform stand with complete coverage of the specified grass.

I. **FERTILIZER:** (Subsidiary to Seeding Item)

1. **Description:** This item shall consist of providing and distributing fertilizer over the seeded areas.
2. **Materials:** Shall be in accordance with NCTCOG Specification 202.4.1 and Special Provisions, Landscaping Specifications, Section 14.5.C.
3. **Construction Methods:** The fertilizer shall be pelleted or granular fertilizer and shall be applied uniformly over the entire area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the engineer.

Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 400 pounds per acre for all types of seeding.

11A-66 SODDING:

Grass sod shall be provided along disturbed areas of the parkways at the completion of construction and clean-up operations. Sodding is specified to be provided for but not limited to street reconstruction which includes new curb and gutter, adjacent to sidewalk construction, and along graded drainage swales. Sod limits shall be to a maximum of five feet behind the new curbs. The City of Burleson shall approve sod types with the intent of matching existing grass cover in the individual yards. Sod pallets shall be inspected before unloading to ensure quality and physical appearance of sod. If the individual sod patches display less than 75% dark green in color, it shall not be used. Sod should not be laid during the dormant time of year or during the peak of summer. THE General contractor will be responsible for the initial growth and establishment. Payment for sodding shall include the cost of leveling disturbed areas, topsoil, fertilizer and water. No separate payment will be made for topsoil, fertilizer and watering. Buffalo grass sod shall be used on all medians unless otherwise

specified in the plans.

11A-67 SLOPE EROSION CONTROL:

Erosion control material shall be "Curlex Blanket" heavy jute netting such as "AMXCO Curlex Blanket," or approved equal (no plastic meshes are allowed), and shall be applied after seeding is complete. Heavy jute mesh shall be open plain weave of unbleached single jute yarn, averaging one hundred and thirty (130) pounds per spindle of 14,400 yards. Jute mesh shall be furnished in approximately ninety (90) pound rolled strips. Other criteria for jute mesh shall be as follows:

- Length- approximately seventy-five (75) yards.
- Width - forty-eight (48") inches (\pm one inch).
- 0.78 warp ends per width of cloth.
- Forty-one (41) weft ends per yard.
- Weight of cloth - 1.22 pounds per linear yard (\pm 5%).

Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.

To install erosion control material on channel slopes, bury the up-channel end in a trench six inches (6") deep. After the jute is buried, the trench shall be tamped firmly closed. Using a steel tube or three-quarter inch (3/4") pipe through the paper core of the roll with a rope on each end will enable the operator to lower the roll down the slope. The material should be applied without stretching. The material should lie smoothly, but loosely on the soil surface. In order to keep the area as smooth as possible, workers should avoid, as much as possible, walking directly on the seed bed, either before or after the jute is applied. In cases where one roll ends and another is needed, the up-channel piece should overlap the second roll by at least eighteen inches (18"). Where two or more widths are applied side by side, an overlap of at least four inches (4") shall be maintained. The material shall be brought to level area before terminating. The end shall be across the fold on twelve-inch (12") centers. Outside edges, centers, and overlaps on banks shall be stapled on two-foot (2') intervals. Each width of cloth will have a row of staples down the center as well as along each edge. On soft or sandy soil or windy areas, apply staples in alternate slanting position and space at closer intervals (12" to 18"). For extra hard soil or shale areas, use sharp pointed, hardened steel three-inch (3") fence-type staple. Outside edges shall have loose topsoil spread over them to allow for smooth entry of water. The entire jute covered area should be rolled with a smooth roller weighing fifty (50) to seventy-five (75) pounds per foot of length.

Any clods, debris, etc., which hold the jute off the ground, shall be stamped into the soil. The netting shall completely cover all areas to be protected from erosion. Overlaps must be ample and well stapled so that no gapping can occur. The material shall be in intimate contact with the surface at all points. If

some areas experience severe erosion, two layers shall be in intimate contact with the surface at all points.

The quantity shown in the PROPOSAL is a rough estimate as the actual amount and location of the jute mesh will be determined in the field as directed by the engineer in areas where excessive slopes exist. Overlapping of material will not be paid for double.

Heavy jute netting will be paid for at the unit price bid per square yard, which price will be full compensation for furnishing and placing all materials, including all labor, tools, equipment, and incidentals necessary to complete the work.

11A-68 STEEL GUARD RAIL: N/A

11-69 CLEANUP:

It is the intent of the Special Provisions to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. In particular, all curb and gutter and sidewalk shall be backfilled as soon as possible. Before the project is accepted by the City, all rocks, stones, and other construction debris shall be removed. All necessary cleanup work shall be considered subsidiary to the various bid items on this contract.

11A-70 FINAL INSPECTION:

The engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

11A-71 TOWING OF VEHICLES:

The Contractor shall follow applicable City of Burleson Ordinances should it be determined that vehicles parked upon a City street must be moved in order to perform street maintenance or construction.

11A-72 TRAFFIC SIGNAL CONDUIT: N/A

11A-73 SPRINKLER RELOCATIONS:

Sprinkler relocations may be required on this project. Prior to construction, the Contractor and inspector shall identify and document the sprinkler systems that

will be affected by the construction of the project. The Contractor shall contact the owner of each sprinkler system and arrange to test each system. In the presence of the inspector, the Contractor shall: (1) determine if the system functions properly, (2) identify the layout of the system and, (3) document in writing the layout and function of the system. The work described above is required by the Contractor for all projects and should be considered subsidiary to the unit prices bid for other items.

If the Contractor is responsible for actual irrigation relocations, a dollar amount will be included in the PROPOSAL to reimburse the Contractor for any required sprinkler relocations. The amount is only an estimate. Prior to beginning construction, the Contractor shall contact the City of Burleson of each sprinkler system and arrange to test each system. When construction activities approach a sprinkler system, the Contractor shall cut all feed lines to the system and salvage existing sprinkler heads for re-use (if possible). The feed lines shall be cut at the right-of-way line. All of these activities shall be coordinated with the inspector. The Contractor shall obtain a licensed irrigator to repair or replace sprinkler systems with equal or better materials as the existing system. The Contractor shall submit copies of monthly invoices from the licensed irrigator for all sprinkler work performed during the month. Payment will only be made based on the invoices submitted; therefore, the full dollar amount included in the PROPOSAL for sprinkler relocations may or may not be paid. No payment will be made for adjustments except those determined necessary by the inspector. All sprinkler systems affected must be fully functional prior to final acceptance of the project.

11A-74 PROJECT SIGNS:

The Contractor on this project shall provide and erect up to two (2) project signs as required.

Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the inspector prior to fabrication of signs.

Signs shall be substantially in accordance with the sample drawing enclosed as part of these Special Provisions. Construction shall be on 3/4 inch weatherproof (marine) 4'x8' plywood and the painting shall be accomplished with good quality paint which will not weather or fade during the life of the contract. Sign colors shall be as indicated on the sample drawing.

A City of Burleson logo shall be incorporated into each project sign at the left end of the plywood signboard as indicated on the enclosed sample drawing.

Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost

of the plywood sign(s) shall be considered subsidiary to the unit prices bid on this project.

11A-75 SIGNS FOR BUSINESSES:

Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the project engineer. The signs shall be white with red letters and include the business name, shall be approximately 18 inches by 24 inches and have lettering at least six inches tall. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses, but shall not obstruct traffic visibility for vehicles exiting the driveway. It will be the Contractor's responsibility to maintain the signs until such time as the project engineer agrees they can be removed. A bid item has been included which shall cover all costs related to fabricating, installing, and maintaining the signs.

11A-76 USE OF CITY PARKS:

The Contractor shall obtain written permission from the Parks and Recreation Department prior to the use of City park property for access or for the storage of machinery, equipment, materials, and/or supplies. Any damage incurred to City park property, by unauthorized use by the Contractor, will be the responsibility of the Contractor to repair in an equal or better condition. Payment to the Contractor may be withheld until the damage is repaired and/or payment for the damages has been made.

11A-77 STORM WATER MANAGEMENT (CONTRACTOR PROVIDE)

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity on projects 5 acres and larger. The contractor shall provide the city a copy of the approved NOI. The City of Burleson will submit its own "Notice of Intent (NOI)" to TCEQ. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to TCEQ prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit

requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.
 2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.
 3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
 4. Information on endangered species and critical habitat.
 5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items bid.
- C. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the TPDES General Permit TXR150000.

4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:
 - a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- D. A Notice of Termination (NOT) must be submitted to TCEQ 30 days of project completion on all 5 acre or larger projects.
- E. Payment shall be a lump sum bid item and dollar amount in the PROPOSAL. This amount shall include complete payment for the physical erosion/pollution control measures throughout the duration of the construction contract, as delineated in the approved SWPPP. This amount also includes removal of all items and structures constructed for storm water pollution protection at completion of the project when called to do so by the engineer or representative.
- F. **The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days.** In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs will be deducted from any money due or to become due to the Contractor.

11A-77A STORM WATER MANAGEMENT (CITY PROVIDE): N/A

11A-78 FINAL QUANTITIES:

The Contractor is required to be present when final quantities are measured by the inspector. The inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the final measuring. If the Contractor chooses not to be present when final quantities are

measured by the inspector, the Contractor agrees to accept the inspector's measurements or reimburse the City for time the inspector spends remeasuring any portion of the project.

11A-79 PUBLIC MEETING: N/A

11A-80 PRE-CONSTRUCTION MEETING:

A Pre-Construction Meeting shall take place prior to construction. This meeting will cover all of the aspects usually covered in the pre-construction meeting, but is also designed to build relationships between the City of Burleson representatives and the Contractor's representatives who will work together on a daily basis. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations. It is the City of Burleson's hope that this meeting promotes a partnership between the Contractor and the City that lasts throughout this project, making the project more pleasant for the Contractor, the City of Burleson, and the affected property owners/occupants.

11A-81 CONSTRUCTION MEETING:

Once construction begins, project construction meetings may be held for this project. A representative of the Contractor, knowledgeable of the project, shall attend the construction meetings. The engineer will schedule the time and location, and determine the frequency of these meetings.

11A-82 TEMPORARY STREET REPAIR FOR STORM DRAIN:

A temporary driving surface shall be required on all street cut openings. It shall be composed of permanent type paving material, specifically excluding gravel or flexbase as the surface material, unless approved by the engineer. Four (4) inches of flexible base shall be placed to a level 2-inches below the existing surface. A 2-inch hot mix asphaltic concrete (Type D) surface shall then be placed by the Contractor as soon as possible after completing the backfill, but always within 5 working days after completion of the work involving the cut. Any temporary surface that fails to provide an acceptable driving surface shall be removed and replaced at the Contractor's expense, as directed by the engineer. Payment for this item is considered subsidiary to other bid items and shall not be a separate bid item.

11A-83 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS:

The Contractor shall be responsible for the protection of any existing landscaping improvements in the medians and parkways adjacent to the project including but not limited to trees, shrubs and irrigation from damage by Contractor's equipment or personnel. If the Contractor damages any of the landscaping improvements, the

Contractor shall be responsible for replacing and/or repairing the improvements prior to processing the final pay estimate for the project. If the Contractor feels any of the landscaping improvements are in conflict with the project and must be removed or have prior damage, the Contractor shall coordinate this with the project inspector prior to removal of any landscaping improvements.

11A-84 RESTORATION OF EXISTING PAVED SURFACES:

The Contractor shall be responsible for maintenance of existing paved roadway surfaces within the project limits throughout the duration of the project. The Contractor shall perform daily inspections and restoration work required to provide an acceptable driving surface, as determined by the engineer. Restoration of paved surfaces shall be of asphalt, unless otherwise approved by the engineer. Should the Contractor be notified by the City of unacceptable roadway conditions, the Contractor shall restore the surface within 24 hours. Should it become necessary for the City to provide for the restoration of the surface, the cost of such shall be deducted from the monthly estimate. All asphalt for restoration of existing paved surfaces shall be considered subsidiary to the various bid items on this contract.

11A-85 REPLACEMENT/ RELOCATION OF FENCES: N/A

11A-86 RELOCATION / REPLACING OF MAIL BOXES: (POST OR BRICK):

This provision shall cover all the labor and materials necessary to temporary relocate mailboxes indicated on the plans and within the Contract Documents. Contractor shall be responsible for repair or replacement in the event of damage during the movements and return of the mailboxes to their original condition or better. The Contractor will restore the ground and surface area disturbed during relocation of the mailboxes back to original condition or better after returning the mailboxes to their original locations. Concrete bases for posts or foundations of minimum 2000 psi strength shall be provided to support the mailboxes. Mailboxes shall be positioned per the attached specifications provided by the United States Postal Service. Compensation for this work shall be considered full compensation for all labor, materials, tools, and any other incidentals necessary to fulfill the requirements of the plans and specifications. No partial payments shall be made. Contractor will be paid in full upon successful completion of this item and approval by the City.

11A-88 PAVEMENT MARKINGS:

This provision shall cover all the labor and materials necessary to install all pavement markings as indicated on the plans, details, and within the Contract

Documents. Pavement markings shall include reflectorized pavement markings, prefabricated pavement markings, non-reflective traffic buttons, and raised pavement markers, and shall be installed in accordance with NCTCOG Item 804.2 "Painting and Marking". Compensation for this work shall be considered full compensation for all labor, materials, tools, any any other incidentals necessary to fulfill the requirements of the plans and specifications. No partial payments shall be made. Contractor will be paid in full upon successful completion of this item and approval by the City.

SPECIAL PROVISIONS-WATER & SANITARY SEWER

1 PURPOSE OF SPECIAL PROVISIONS:

- A. This project shall be constructed in accordance with the latest revision of the Standard Specifications For Public Works Construction, as outlined by The North Central Texas Council of Governments (NCTCOG), as it may be amended from time to time, hereinafter referred to as "Standard Specifications;" provided that where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.
- B. The Special Provisions are included herein for the purpose of adapting the Standard Specifications to the project which is the subject of this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety. References in parentheses following headings indicate the corresponding section of the Standard Specifications.

2 SCOPE OF WORK:

- A. The work governed by these specifications is located in the city of Burleson, Texas and consists of 2018 Neighborhood Streets Reconstruction Project, City of Burleson Project No. 177372. The project includes the reconstruction of existing sub-grade with stabilization, asphalt paving on W King St., N Warren St., & NE Johnson Ave., complete water line replacement including all valves, fire hydrant assemblies and services, and complete sewer system reconstruction. All work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
- B. The intent of the contract documents, including the Standard Specifications, Special Provisions, and other instruments, documents, drawings, maps, etc., comprising the Plans and Specifications, is to describe a completed work to be performed by the Contractor under the contract as an independent contractor.
- C. The work shall be performed subject to the right of inspection of the Director of Engineering Services or authorized representative. Any provision of the agreement vesting in the Owner or Engineer the right of supervision or inspection is understood by the parties hereto to be for the purpose of ensuring that the Plans and Specifications are complied with and that the completed work is obtained as therein described, and no such provision shall be interpreted as vesting in the Owner or Engineer the right to control the details of the work.

3 WARRANTY SERVICE CLAUSE:

- A. Under the terms of the warranties which arise from these contract documents and/or the terms of any applicable special warranties required by the contract documents, if any of the work in

accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract documents, either the City of Burleson or its designee may, after seven (7) day's written notice to contractor, correct and remedy any such deficiency.

4 DISPOSAL OF EXCESS MATERIAL:

- A. Excess material resulting from construction shall be removed and disposed of by the Contractor. The location of suitable disposal sites is solely the responsibility of the Contractor; the Owner shall in no way be responsible for the actions of the Contractor. No dumping will be allowed in flood plains or below the 100-year flood elevation of drainage ways.

5 INGRESS AND EGRESS:

- A. The Contractor shall try at all times to keep private drives and roadways along the street open to citizens and to provide residents with ingress and egress to their property. It is not the intent of this provision to work a hardship on the Contractor or his forces, and it is realized that there will be times when it is impossible to provide ready access to all property; however, the Contractor will attempt to keep drives open as long as it does not, in the opinion of the engineer, interfere with the progress of the work. At the end of each work day, the Contractor shall leave the job in such condition so that the street and drives are open to the public. In case of rain, the Contractor shall have men and equipment on the job to help cars that might become stuck as a result of the construction and to help provide ingress and egress.

6 SAFETY REQUIREMENTS:

- A. The Contractor shall exercise reasonable precautions, at all times, for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, States, and Municipal Safety Laws and Building and Construction Codes. In particular, the Contractor must review and abide by the Occupational Safety and Health Act (OSHA) and amendments thereto.

7 INVESTIGATION OF LOCAL CONDITIONS:

- A. Prior to the submission of the proposal, the Contractor shall have made a careful examination of the site of the work and of the contract documents, including the plans and specifications, and shall become informed as to the location and nature of the proposed construction, the kind of facilities required before and during the construction period, labor conditions, and all other matters that may affect the cost and time of completion of the work. Particular attention is called to the fact that all excavation will be unclassified and the Contractor is expected to satisfy himself fully as to the nature of the excavation.

8 CHANGE OF LOCATION:

- A. No change in the alignment is contemplated; however, should a change be necessary, the owner reserves the right to make such change. Any such changes will be compensated for at the unit prices bid for materials actually installed.

9 GUARANTEE:

- A. The Contractor shall guarantee all work for a period of two years from the date of written acceptance by the owner. Damage or leaks due to acts of God or from sabotage and/or vandalism are specifically excepted from this guarantee.
- B. When defective material and workmanship are discovered, required repairs are to be made under this guarantee and all such repair work shall be done by this Contractor at his own expense immediately after notice has been given him by the owner. Should the Contractor refuse or fail to make the repairs within one day thereafter, the Owner may make the necessary repairs and charge the Contractor with the actual cost of the labor and materials required.

10 POLY-VINYL CHLORIDE (PVC) WATER PIPE AND FITTINGS:

- A. SCOPE: The poly-vinyl chloride (P.V.C.) water pipe shall in all respects comply with the latest revision of A.W.W.A. Standard C900 for DR 18 (Class 150) P.V.C. pressure pipe, Standard C905 for DR 18 (235 psi Pressure Rating) P.V.C. pressure pipe. All fittings shall be mechanical joint ductile iron fittings.
- B. MATERIALS: Pipe shall be made from clean, virgin, approved Class 12454 or 14333 P.V.C. compound conforming to ASTM resin specification D 1784.
- C. PIPE: All pipe shall be suitable for use as a pressure water conduit. The pressure classifications refer to the maximum hydrostatic pressure to which the pipe shall be subject in normal operations.

- D. FITTINGS: Fitting joints shall be mechanical joints with Mega-Lug restraint glands. Lug Nuts and Bolts, and nuts for MJ fittings shall be of high-strength, corrosion-resistant, low-alloy steel and shall conform to ASTM A325 High Strength bolts for Standard Steel Joints or shall be stainless steel in accordance with ASTM A304.
- E. PLACEMENT: Water lines to be constructed in this project will typically be installed parallel to and at a distance of 2.5 Feet from the existing main measured between centerlines. The existing water main is to remain in service during construction until the new line is fully tested and approved by the City of Burleson for service transfer. All embedment and backfill materials shall be subsidiary to these items.

11 POLY-VINYL CHLORIDE (P.V.C.) SEWER PIPE AND FITTINGS:

- A. SCOPE: This specification designates general requirements for unplasticized poly-vinyl chloride (P.V.C.) plastic gravity sewer pipe with integral wall bell and spigot joints for the conveyance of domestic sewage. The pipe and fittings shall be SDR 35 P.V.C. as specified in ASTM D 3034, latest revision.
- B. MATERIALS: Pipe shall be made from clean, virgin, approved Class 12454 BC P.V.C. compound conforming to ASTM resin specification D 1784. Clean reworked material generated from the manufacturer's own production may be used.
- C. PIPE: All pipe shall be suitable for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber ring. The rings shall securely lock the solid cross section rubber ring into position or approved equal. Standard lengths shall be 20 feet and 13 feet \pm 1 inch.
- D. FITTINGS: All fittings and accessories shall be as manufactured and furnished by the pipe supplier or approved equal and have bell and spigot configurations identical to that of the pipe. Adapters appropriate for the existing pipe material shall be used to tie proposed pipe into existing pipe for the service lines and laterals. No separate payment will be made for adapters, tees, bends, or other necessary fittings used in the installation of this line, but shall be considered subsidiary to the unit prices bid for pipe and services.
- E. PHYSICAL AND CHEMICAL REQUIREMENTS: Pipe shall be designated to pass all tests at 73 degrees F (\pm 3).
- F. PIPE STIFFNESS: Minimum "pipe stiffness" (F/Y at 5% deflection) shall be calculated in accordance with ASTM Designation D 2412. External Loading Properties of Plastic Pipe by Parallel-Plate Loading.

- G. JOINT TIGHTNESS: Assemble two sections of pipe in accordance with the manufacturer's recommendations. Subject the joint to an internal hydrostatic pressure of 25 psi for one hour. Consider any leakage failure of the test requirements.
- H. FLATTENING: There shall be no evidence of splitting, cracking, or breaking when the pipe is tested as follows:
1. Flatten specimen of pipe, six inches (6") long between parallel plates in a suitable press until the distance between the plates is forty percent of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two to five minutes.
- I. DROP IMPACT TEST: Pipe (6" long section) shall be subjected to impact from a free falling tup (20 lb. Tup A) in accordance with ASTM method D 2444. No shattering or splitting (denting is not a failure) shall be evident when the following energy is impacted:
- | NOMINAL SIZE | 4" | 6" | 8" | 10" | 12" |
|--------------|-----|-----|-----|-----|-----|
| Ft. - Lbs. | 150 | 210 | 210 | 220 | 220 |
- J. ACETONE IMMERSION TEST: After two (2) hours immersion in a sealed container of anhydrous (99.5% pure) acetone, a one-inch (1") long sample ring shall show no visible spalling or cracking. (Swelling or softening is not a failure when tested in accordance with ASTM D 2152.)
- K. PLACEMENT: The sanitary sewer lines constructed in this project are replacements for existing lines. The new line in most locations will be laid in the alignment and/or grade of the existing sewer. The Contractor will have to provide for the existing sewage flow at all times during construction operations. This will probably require additional fine crushed stone or filter fabric for support of a wet trench bottom. All services shall be reconnected as the line is laid and should drain at all times. Contractor will make temporary closure to the existing upstream sewer each day as he stops laying new sewer. All embedment and backfill materials shall be subsidiary to these items.

12 LOCATION AND PROTECTION OF EXISTING STRUCTURES AND UTILITIES:

- A. In the preparation of plans and specifications, the Owner has endeavored to indicate the location of existing underground utility lines which are known. No attempt has been made to show minor lines or services lines. It is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of the construction, the Contractor shall call 817-447-5410 for utility locations. In addition, the Contractor shall communicate with the local representative of the utility companies, including, but not limited to, ATMOS Gas Company, Southwestern Bell (AT&T) Telephone Company, TXU Electric Company, Charter Cable

Communications Company, Pathway Communications , and any other public and private utility companies, and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. The Contractor shall uncover and determine the elevation and location of all conflicts well ahead of the trench excavation.

- B. Where excavation endangers adjacent structures and utilities, the Contractor shall, at his own expense, carefully support and protect all such structures and/or utilities so that there will be no failure or settlement. Where it is necessary to move services, poles, guy wires, pipe lines, or other obstructions, the Contractor shall notify and cooperate with the utility owner.
- C. In case damage to any existing structure or utility occurs, whether failure or settlement, the Contractor shall restore the structure or utility to its original condition and position without compensation from the Owner. All costs of temporarily or permanently relocating the conflicting utilities shall be borne by the Contractor without extra compensation from the Owner.
- D. If in the opinion of the engineer, concrete backfill is necessary for the support of the utility lines crossing trenches, the engineer may direct 1500 psi concrete backfill be used.
- E. Payment will be considered subsidiary to pipe installation as outlined in the PROPOSAL.

13 CONCRETE CYLINDER WATER PIPE: N/A

14 PIPE HANDLING FOR CONCRETE CYLINDER PIPE (C4.4): N/A

15 PIPE HANDLING:

- A. Pipe, fittings, valves and other accessories shall at all times be handled with care to avoid damage. In loading and unloading they shall be lifted by hoists, cranes or rolled on skidways in a manner which avoids sudden shock. Under no circumstances shall pipe be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground. Pipe shall be placed on the site of the work parallel with the trench alignment and with bell ends facing the direction in which the work will proceed.
- B. Proper implements, tools, equipment and facilities shall be provided and used by the Contractor for the safe and correct prosecution of the work. All pipe, fittings, specials, valves, etc., shall be lowered into the trench by means of a suitable machine and shall not be rolled or dumped into the trench. The equipment shall have sufficient capacity to handle the pipe. The method of construction shall be subject to the City's approval. Before being lowered into the trench, each joint of pipe shall be inspected and any unsound or damaged pipe shall be repaired or rejected.

- C. Pipe shall be kept free of all debris during the laying operation. The pipe shall be swept or swabbed prior to installation. The swab should be of a design acceptable to the City. At the close of each operating day the open end of the pipe shall be effectively sealed against the entrance of all objects, especially water. No pipe shall be laid in water or when the trench conditions or the weather are unsuitable for such work, except in an emergency and then only upon permission of the City.
- D. All pipes shall be laid accurately to established lines and grades with valves and fittings at the required location and with joints centered and spigots pushed home. Where it becomes necessary to make deflections in line of the pipe, sections of pipe beveled ends or fabricated fittings shall be used. Minor deflection of the line of the pipe may be obtained in standard pipe joints; however, the maximum joint opening caused by such deflection shall not exceed the recommendations of the pipe manufacturer. Random length pipe and/or grade adapters may be used to make unforeseen changes in the field.

16 PLUGGING EXISTING LINES:

- A. Plugs shall be inserted into the bells of all dead-end fittings. Spigot ends of fittings and plain ends of pipe shall be capped. Thrust blocking shall be provided at all dead ends of pipe that are capped or plugged. Capped or plugged outlets to fittings shall be tied to the fittings and shall be restrained according to the fitting manufacturer's recommendations. Where specified, the existing valves, lines, and/or tees shall be plugged. Unit price bid for plugging existing lines shall include the cost of all labor and material necessary to do this work.

17 RELOCATION OF EXISTING FIRE HYDRANTS:

- A. The unit price bid for relocating existing fire hydrants shall include the cost of the necessary fittings and extensions to relocate the fire hydrants as specified on the plans and to adjust them to the finished top of curb grade.

18 SALVAGING EXISTING FIRE HYDRANTS:

- A. Existing hydrants shall be salvaged and returned to city service center. All existing fire hydrants called to be replaced as completely new including valves.

19 2:27 CONCRETE BACKFILL MATERIAL:

- A. 2:27 Concrete Backfill Material shall be composed of concrete containing two bags of Portland Cement per cubic yard of concrete, and the slump of the concrete shall be as designed by the engineer. Aggregate shall be a free flowing well-graded granular material passing a 1½" screen and free from sticks, lumps, clay balls, and organic matter. Cement treated base (CTB) or sand

(CTS) may be substituted for the 2:27. If CTS or CTB is used, it shall be sufficiently moist to set up and should be placed the same day it is delivered.

- B. 2:27 Concrete, CTS or CTB Backfill Material shall be used as designed on the plans or at such additional locations determined by the engineer and shall be paid for at the unit prices bid for 2:27 Concrete, CTS or CTB Backfill Material or as included in the unit price bid for Street Backfill.

20 EMBEDMENT REQUIREMENTS FOR WATER PIPE:

- A. All P.V.C. pipe and pre-tensioned concrete cylinder water pipe shall be embedded per standard water detail Class "C." All P.V.C. and Pre-tensioned Concrete Cylinder Water Pipe shall be surrounded by and embedded in a six-inch (6") minimum encasement of granular material. Pre-stressed concrete cylinder water pipe shall be embedded in select material from $\frac{1}{4}$ of the outside diameter from the bottom to six inches (6") over the top of the pipe. The pipe shall be laid on six inches (6") of granular embedment which shall extend to $\frac{1}{4}$ of the outside diameter from the bottom.
- B. The embedment material shall consist of fine, granular material. Fine granular material shall be defined as free flowing sand or like material, or mixed sand and pea gravel, free from large stones, clay, and organic material. The embedment material shall be such that when wet, it will not form mud or muck. This material may be an inferior grade of "pit-run" sand, not normally considered satisfactory for construction purposes, and may be used directly from pits without processing but shall meet the requirements set forth above.
 - 1. Embedment material shall meet the following requirements:
 - a. All material shall pass a one-inch (1") sieve and at least eighty percent (80%) shall be retained on a No. 100 sieve.
 - b. The plasticity index of such part of the material which passes a No. 40 sieve shall not be greater than two (2).
- C. Embedment material from any source shall be of a fairly uniform quality. Such material shall be furnished and placed by the Contractor. Payment for furnishing and installing this material will be considered subsidiary to the unit price bid per linear foot of pipe. No separate payment will be made for this work.
- D. Initial bedding and embedment shall be placed to a depth of minimum 6" below pipe (Bell) and minimum 6" above the pipe. Bell holes shall be formed, a trough scooped out to grade, and the pipe laid and joined as specified.
- E. Native material shall be place on top of the embedment material to subgrade elevation. Material shall be placed in loosed layers as outlined in Section 11B-24.

21 EMBEDMENT REQUIREMENTS FOR POLY VINYL CHLORIDE (PVC) SANITARY SEWER PIPE AND FITTINGS:

- A. The minimum bedding and embedment for PVC sewer pipe is class "B" embedment as indicated in the Standard Specifications. The granular embedment material shall be compacted to ninety five (95%) percent Standard Proctor Density by being placed in six-inch (6") lifts and hand or mechanically tamped BEFORE the native material is placed in the ditch.
- B. The embedment material shall consist of durable particles of crushed stone, free from frozen material or injurious amounts of salt, alkali organic matter or other material free either free or as adherent coating and its quality shall be reasonably uniform throughout.
- C. Embedment and Bedding material shall meet the following requirements:

1. CRUSH STONE BEDDING AND EMBEDMENT GRADATIONS

Standard Crush Stone - Aggregate Grade 4

Passing or Retained on Sieve	Percent by Weight
Retained on 1 1/2-in sieve	0%
Retained on 1-in sieve	0 to 5%
Retained on 1/2-in sieve	40 to 75%
Retained on No. 4 sieve	90 to 100%
Retained on No. 8 sieve	95 to 100%

- 2. Initial bedding and embedment shall be placed to a depth of minimum 6" below pipe (Bell) and minimum 6" above the pipe. Bell holes shall be formed, a trough scooped out to grade, and the pipe laid and joined as specified.
 - 3. Native material shall be placed on top of the embedment material to subgrade elevation. Material shall be placed in loose layers as outlined in Section 11B-24.
 - 4. Such material shall be furnished by the contractor. Payment for furnishing and installing this material will be considered subsidiary to the unit price per linear foot of pipe. No separate payment will be made for this work.
- D. After completing backfill of a section of sanitary sewer line, the Contractor shall, at his expense, conduct a Line Acceptance Test using low-pressure air. The test shall be performed using the below stated equipment according to stated procedures and under the supervision of the engineer or his /her authorized representative.

- E. EQUIPMENT: The equipment used shall meet the following minimum requirements:
1. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
 2. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
 3. All air used shall pass through a single control panel.
 4. Three individual hoses shall be used for the following connections:
 - a. From the control panel to pneumatic plugs for inflation.
 - b. From the control panel to a sealed line for introducing the low-pressure air.
 - c. From a sealed line to control panel for continually monitoring the air pressure rise in the sealed line.
- F. GENERAL PROCEDURE: All pipes shall be backfilled prior to air testing.
1. Air tests shall be made by the pressure drop versus time method.
 2. The Contractor shall furnish all material, equipment and labor necessary to perform the air test. Air gauges shall be recently calibrated and shall be stamped showing the date of calibration. Should the sanitary sewer system fail air tests, the Contractor shall repair the leaks and retest at his own expense.
- G. TESTING PIPE LESS THAN 36 INCHES IN DIAMETER: For pipes less than 36 inches in diameter, the air test shall be performed by testing sections of pipe of various lengths.
1. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking. All air used shall pass through a single control panel.
 2. Three individual hoses shall be used for the following connections: From the control panel to pneumatic plugs for inflation; from the control panel to a sealed line for introducing the low-pressure air; and from a sealed line to the control panel for continually monitoring the air pressure rise in the sealed line.
 3. The air compressor shall be of adequate capacity for charging the system.
 4. The following procedure shall be used for air testing a sewer system:
 5. All pneumatic plugs shall be seal-tested before being used in the actual test installation; one length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked; air shall be introduced into the plugs to 25 psig; the sealed pipe shall be

pressurized to 5 psig; the plugs shall hold against this pressure without bracing and without movement of the plugs out of this pipe.

6. After a manhole-to-manhole reach of pipe has been backfilled and the pneumatic plugs checked, the plugs shall be placed in the line and inflated to 25 psig. Low pressure air shall be injected into the line until the internal pressure reaches 4 psig. Two minutes shall then be allowed for the pressure to stabilize.
 7. In areas where ground water is known to exist, the Contractor shall install a one-half inch ($\frac{1}{2}$ ") diameter capped pipe nipple, approximately ten inches (10") long, through the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the Line Acceptance Test, the ground water shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clean it, and then connecting a clear plastic tube to the pipe nipple. The hose shall be held vertically and a measurement of the height (in feet) of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. The height shall be divided by 2.3 feet to establish the pounds of pressure that will be added to all readings.
 8. After the pipe pressure has stabilized at 3.5 psig or the adjusted pressure due to ground water submergence, a stopwatch shall be started and the time required for the internal pressure to reach 2.5 psig determined. Minimum permissible holding time for runs of single pipe diameter are indicated in the table below.
- H. EXAMPLE: If the height of water is 11.5 feet, then the added pressure will be psig. This will increase the 3.5 psig to 8.5 psig and the 2.5 psig to 7.5 psig. The allowable drop and the timing remain the same.
- I. TESTING PIPE 36 INCHES AND LARGER IN DIAMETER: For pipes 36 inches in diameter and over, the air test may be performed by testing each joint connection individually utilizing a joint tester similar to the Cherne Joint Tester. No joint shall be air tested until the pipe has been backfilled. At no time shall pipe installation exceed 100 feet from the latest joint tested. The method of testing shall be described in this section. The time allowed for the pressure drop for 3.5 psig to 2.5 psig shall be 10 seconds. Failure to pass the air test shall be cause for rejection. Rejected pipe shall be removed. Reinstallation and/or repairs may be made at the option of the City.
- J. MEASUREMENT AND PAYMENT: No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.
1. If the installation fails to meet this requirement, the contractor shall determine, at his own expense, the source of leakage. He shall then repair or replace all defective materials and/or workmanship.

22 LOW PRESSURE AIR TEST OF SANITARY SEWER LINES:

- A. After completing backfill of a section of sanitary sewer line, the Contractor shall, at his expense, conduct a Line Acceptance Test using low-pressure air. The test shall be performed using the below stated equipment according to stated procedures and under the supervision of the engineer or his /her authorized representative.
- B. EQUIPMENT: The equipment used shall meet the following minimum requirements:
 - 1. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
 - 2. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
 - 3. All air used shall pass through a single control panel.
 - 4. Three individual hoses shall be used for the following connections:
 - a. From the control panel to pneumatic plugs for inflation.
 - b. From the control panel to a sealed line for introducing the low-pressure air.
 - c. From a sealed line to control panel for continually monitoring the air pressure rise in the sealed line.
- C. GENERAL PROCEDURE: All pipes shall be backfilled prior to air testing.
 - 1. Air tests shall be made by the pressure drop versus time method.
 - 2. The Contractor shall furnish all material, equipment and labor necessary to perform the air test. Air gauges shall be recently calibrated and shall be stamped showing the date of calibration. Should the sanitary sewer system fail air tests, the Contractor shall repair the leaks and retest at his own expense.
- D. TESTING PIPE LESS THAN 36 INCHES IN DIAMETER: For pipes less than 36 inches in diameter, the air test shall be performed by testing sections of pipe of various lengths.
 - 1. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking. All air used shall pass through a single control panel.
 - 2. Three individual hoses shall be used for the following connections: From the control panel to pneumatic plugs for inflation; from the control panel to a sealed line for introducing the low-pressure air; and from a sealed line to the control panel for continually monitoring the air pressure rise in the sealed line.

3. The air compressor shall be of adequate capacity for charging the system.
 4. The following procedure shall be used for air testing a sewer system:
 5. All pneumatic plugs shall be seal-tested before being used in the actual test installation; one length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked; air shall be introduced into the plugs to 25 psig; the sealed pipe shall be pressurized to 5 psig; the plugs shall hold against this pressure without bracing and without movement of the plugs out of this pipe.
 6. After a manhole-to-manhole reach of pipe has been backfilled and the pneumatic plugs checked, the plugs shall be placed in the line and inflated to 25 psig. Low pressure air shall be injected into the line until the internal pressure reaches 4 psig. Two minutes shall then be allowed for the pressure to stabilize.
 7. In areas where ground water is known to exist, the Contractor shall install a one-half inch ($\frac{1}{2}$ ") diameter capped pipe nipple, approximately ten inches (10") long, through the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the Line Acceptance Test, the ground water shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clean it, and then connecting a clear plastic tube to the pipe nipple. The hose shall be held vertically and a measurement of the height (in feet) of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. The height shall be divided by 2.3 feet to establish the pounds of pressure that will be added to all readings.
 8. After the pipe pressure has stabilized at 3.5 psig or the adjusted pressure due to ground water submergence, a stopwatch shall be started and the time required for the internal pressure to reach 2.5 psig determined. Minimum permissible holding time for runs of single pipe diameter are indicated in the table below.
- E. EXAMPLE: If the height of water is 11.5 feet, then the added pressure will be psig. This will increase the 3.5 psig to 8.5 psig and the 2.5 psig to 7.5 psig. The allowable drop and the timing remain the same.
- F. TESTING PIPE 36 INCHES AND LARGER IN DIAMETER: For pipes 36 inches in diameter and over, the air test may be performed by testing each joint connection individually utilizing a joint tester similar to the Cherne Joint Tester. No joint shall be air tested until the pipe has been backfilled. At no time shall pipe installation exceed 100 feet from the latest joint tested. The method of testing shall be described in this section. The time allowed for the pressure drop for 3.5 psig to 2.5 psig shall be 10 seconds. Failure to pass the air test shall be cause for rejection. Rejected pipe shall be removed. Reinstallation and/or repairs may be made at the option of the City.

23 DEFLECTION TESTING OF FLEXIBLE SANITARY SEWER:

- A. P.V.C. and any other flexible sewer pipe shall pass a deflection test conducted under the inspection of the Project Engineer. A rigid mandrel shall be used to measure deflection. The rigid mandrel shall have an outside diameter (OD) equal to 95% of the inside diameter (ID) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thicknesses for an OD controlled pipe and the average inside diameter for an ID controlled pipe. Statistical or other tolerance packages shall not be considered in mandrel sizing.
- B. Deflection tests shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5.0%. If a pipe fails to pass the deflection test, the Contractor, at his own expense, shall replace one complete length of pipe at the point of failure.
- C. No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.
- D. P.V.C. and any other flexible sewer pipe shall pass a deflection test conducted under the inspection of the Project Engineer. A rigid mandrel shall be used to measure deflection. The rigid mandrel shall have an outside diameter (OD) equal to 95% of the inside diameter (ID) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thicknesses for an OD controlled pipe and the average inside diameter for an ID controlled pipe. Statistical or other tolerance packages shall not be considered in mandrel sizing.
- E. Deflection tests shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5.0%. If a pipe fails to pass the deflection test, the Contractor, at his own expense, shall replace one complete length of pipe at the point of failure.
- F. No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.

24 TRENCH BACKFILL:

- A. After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted to ninety-five percent (95%) Standard Proctor density at optimum moisture content, + two percent (2%) as determined by ASTM D698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted

to ninety-five percent (95%) Standard Proctor density at optimum moisture content, + two percent (2%) as determined by ASTM D698.

- B. For line laid prior to new street construction, the backfill shall continue to within two feet (2') of the top of subgrade. At this point the trench shall be widened a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six-inch (6") loose lifts at optimum moisture content, +/- two percent (2%), to a density of ninety-five percent (95%) of maximum dry density, as determined at ASTM D698.
- C. Payment shall be subsidiary to unit prices bid for pipe.
- D. The City of Burleson will be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.

25 CLEARING AND GRUBBING: N/A

- A. The Contractor shall do all clearing and grubbing necessary for construction operations. Since most reconstruction projects are done within established neighborhoods, it is the City's intent to minimize damage to existing trees. Therefore, tree limbs or branches that are "hanging" over the plane of the easement or trench, but the trunk is not directly within the easement or trench alignment, shall be cut with a tree saw or other suitable method as to maintain the integrity of the trees. If a tree is close to the easement or trench alignment, but is not called to be removed, the Contractor shall contact the City inspector so a decision can be made as to leave or remove the tree. The tree owner shall be in on the decision. All broken or cut down trees, branches, limbs, and roots shall be removed and disposed of by the contractor so as to leave the right-of-way and/or utility easement in a neat and presentable condition. Removal and cleaning shall be accomplished daily when construction is in a residential area. Clearing and grubbing shall be done so as not to injure or damage adjacent property.

26 DUCTILE IRON PIPE: N/A

- A. Where ductile iron pipe is chosen for use on this project, it shall be furnished and installed in accordance with the applicable provisions of the Standard Specifications, the details shown on the plans and as hereinafter specified.
- B. Ductile iron pipe shall conform to the requirements of the latest edition of A.W.W.A. C151 (ANSI A21.51) and as specified hereinafter. The minimum thickness class furnished shall be Pressure Class 350 for water distribution and for sanitary sewer except as noted otherwise on the plans.
- C. Ductile iron pipe for water lines shall have a "Standard Thickness" cement mortar lining and bituminous seal coat over the cement mortar lining in accordance with latest edition of

A.W.W.A. C104 (ANSI A21.4). Ductile iron pipe for sanitary sewers shall have an internal virgin polyethylene coating of 40 mils nominal thickness complying with ANSI/ASTM D 1248. All ductile iron pipe shall have a bituminous "Standard Outside Coating" of asphalt base in accordance with the latest edition of A.W.W.A. C151 (ANSI A21.51).

- D. All ductile iron pipe joints shall be "Push On" Type and shall conform to the latest edition of A.W.W.A. C111 (ANSI A21.11).
- E. The price bid per linear foot for ductile iron pipe at the various depths shall be full compensation for all material, labor, equipment, and incidental work required to complete the line ready for use, including embedment and seepage collars. The cost of trenching, embedment, seepage collars, backfill, compaction of backfill and exfiltration testing should be included in the unit price bid per linear foot, complete in place.

27 CRUSHED STONE FOR GRAVEL AND DIRT DRIVEWAYS: N/A

- A. All gravel and dirt driveway cuts shall be backfilled with native material, mechanically tamped in six inch (6") lifts to within six inches (6") of surface. Place six inches (6") of crushed stone and compact to existing driveway grade and line. Backfill and stone shall be placed as soon as possible after laying of pipe so as to provide uninterrupted access and use of the driveway. This shall be completed on the same day that the driveway is cut.

28 CLEANING OF NEW WATER MAIN:

- A. The Contractor shall install "poly pigs" as shown on the plans. The Contractor shall "run" the pig prior to pressure testing of the new main, chlorinating the line, the obtaining of the safe water sample, and the final tie-in being made. No separate payment will be made for this work but it will be considered subsidiary to the various unit prices bid. The Contractor will also be required to pull a swab through the water pipe prior to installation.

29 ROCK CUSHION:

- A. When in the opinion of the engineer the subgrade material encountered at grade is soft spongy, and unsuitable, it shall be removed to a depth necessary below the barrel of the pipe to achieve stable layers and replaced with a rock cushion so as to provide an unyielding stable foundation. The rock used in cushion shall be crushed rock and shall be free from silt, loam, or vegetable matter and shall be of a gradation of from ¾-inch to one-inch (1").
- B. For sanitary sewer pipe installation, rock cushion shall be paid for the amount of rock placed at a depth greater than twelve inches (12") below the bottom of the pipe; otherwise rock cushion is considered subsidiary to installation of sewer pipe. **See Section 11B-21.** If applicable, rock cushion will be paid for at the contract unit price per cubic yard

- C. Cast-in-place concrete manholes shall have a minimum inside diameter of four feet (4') or 5 feet (5'). The Contractor shall not remove any forms until 24 hours after the concrete is placed. No backfill shall begin until 96 hours after the concrete is placed, unless otherwise directed.

30 GATE VALVES:

- A. Gate valves shall comply with the latest revision of A.W.W.A. Standard C500, entitled "Metal-Seated Gate Valves for Water Supply Service," unless otherwise specified. Gate Valves shall be double disc, parallel seat, internal wedging type with cast iron body and bronze mountings. Valves shall be designed for a working pressure of 150 psi. Resilient seat (wedge) gate valves are not allowed in place and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work.
- B. Subgrades that have been allowed to become unstable by neglect of the Contractor, by improper drainage or lack of drainage, and when in the opinion of the engineer the condition was caused by the neglect or fault of the Contractor, the engineer shall order the Contractor to remove the unstable subgrade and replace the same with rock cushion at the expense of the Contractor, and no extra compensation will be allowed.

31 THRUST BLOCKS:

- A. Concrete blocks or thrust blocks shall be placed at the plugs and bends of 5 degree or greater in the main. The concrete blocking shall be placed so as to rest against firm undisturbed foundation of trench bottom. The supporting area shall be sufficient to withstand the thrust, including water hammer which may develop. All concrete blocking used for thrust blocks shall conform with the section "Thrust Blocking" of the Standard Specifications. This is not a separate pay item but will be considered subsidiary to the various other items.
- B. Concrete blocking shall be placed at bends, tees, wyes, crosses, plugs, etc., in the water line. The concrete blocking shall be placed so as to rest against firm undisturbed trench walls. The supporting area for each block shall be sufficient to withstand the thrust, including water hammer. Each block except those for upward thrusts shall rest on a firm, undisturbed foundation of trench bottom.
- C. Blocking at bends shall be computed based upon pipe thrust at bends, or tees, with internal pressure of 150 psi. Where upward thrusts are to be blocked, the concrete blocking shall be of sufficient weight to resist the thrust and the concrete shall be reinforced as directed by the engineer. Other blocking sizes shall be computed based upon a maximum safe allowable soil bearing pressure of 2,500 pounds per square foot of undisturbed earth.
- D. The concrete blocking shall be placed against undisturbed trench walls, with a minimum of 18 inches between trench wall and pipe. Blocking shall extend a minimum of 0.75 X pipe diameter

below and above the centerline of pipe and shall not extend beyond any joints. If requested by the engineer, the ends of the thrust blocks shall be contained in wood or metal forms. Where upward thrusts are to be blocked, tie-down blocking shall be used.

32 FIRE HYDRANTS:

- A. Fire hydrants shall comply with the latest revision of A.W.W.A. Standard C502. All hydrants will be factory painted with two (2) coats of aluminum paint over one (1) shop prime coat.
- B. Standard depth of bury is four feet (4'). A fire hydrant may be buried at six feet (6'), if it is necessary due to excessive depth of main. It shall be the Contractor's responsibility to provide ductile iron fittings including mega-lugs to adjust for the depth of bury. No additional payment will be made for this extra depth and it shall be considered subsidiary to the unit price bid for fire hydrants, complete in place. No more than two feet (2') of extension can be added. If the water main is deeper than six feet (6'), offsets, bends, and fittings shall be used to reduce the fire hydrant depth of bury to six feet (6').

33 DUCTILE IRON FITTINGS:

- A. Ductile iron fittings shall conform to the requirements of A.W.W.A. C110 Full Body (ANSI A21.10) designed for a working pressure of not less than 150 psi (Class 250) or C153 Compact Body designed for a working pressure of not less than 250 psi (class 350),
- B. Ductile iron fittings for water lines shall have a "Standard Thickness" cement mortar lining and bituminous seal coat over the cement mortar lining in accordance with the latest edition of A.W.W.A. Standard C153 and A.W.W.A. Standard C110 (ANSI A21.10). All water line fittings shall be mega lugged according to manufacturer's installation and specification procedures. All fittings shall be installed with a double layer of polyethylene wrap in compliance with A.W.W.A. Standard C105 (ANSI A21.5).
- C. Ductile Iron Fittings on this project shall be subsidiary to the cost of installation of the water pipeline. All fittings shall be cement lined in accordance with A.S.A. 21.4.

34 STREET CUT AND BACKFILL:

- A. Existing paved streets and drives shall be cut with a saw or clay spade to ensure a neat straight line along the edges of the trench. After the embedment material has been placed around the pipe, the remainder of the backfill shall be done in accordance with Section 11B-20 & 11B-21. For H.M.A.C. repair, a two-inch (2") hot mix asphaltic concrete (H.M.A.C.) surface shall then be placed on Class "A" concrete, 2:27 concrete, CTB or CTS backfill material, depending on the type of street, by the Contractor as soon as possible after completing the backfill. A tack coat will be used where necessary. The standard street cut and backfill will be paid for at the contract unit

price per linear foot of trench and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work.

35 TEMPORARY ASPHALT STREET REPAIR AND BACKFILL:

- A. After the embedment material has been placed around the pipe, the remainder of the backfill shall be done in accordance with Sections No. 11B-20 & 11B-21. For asphalt repair, a two-inch (2") Type "D" Asphaltic Concrete (H.M.A.C.) surface shall then be placed on six inches (6") of flexbase backfill material by the Contractor as soon as possible after completing the backfill. The temporary street repair and backfill will be paid for at the contract unit price per linear foot of trench and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work. If the pavement settles $\frac{1}{2}$ inch or more from the existing pavement's surface, the asphalt layer shall be removed and replaced to bring the surface back to grade. No additional payment shall be made for this additional work; it shall be considered subsidiary to the temporary asphalt street repair and backfill pay item.

36 JOINT SEALING COMPOUND FOR REINFORCING CONCRETE PIPE AND MANHOLES:

- A. Joint compound for sealing the tongue and groove joints to be used in the construction of the pre-cast manholes shall meet or exceed all requirements of Federal Specifications SS-S00210, "Sealing Compound, Preformed Plastic for Pipe Joints," Type I, Rope Form. Such plastic gaskets shall be equal to RAM-NEK and meet the following requirements:

1. The sealing compound shall be produced from blends of refined hydro-carbon resins and plasticizing compounds reinforced with inert mineral filler, and shall contain no solvents, irritating fumes, or obnoxious odors. The compound shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded rope-form of suitable cross-section and of such sizes as to seal the joint space when the pipes are laid. The sealing compound shall be protected by a suitable removable two-piece wrapper. The two-piece wrapper shall be so designed that one-half may be removed longitudinally without disturbing the other half to facilitate application of the sealing compound. Application of the compound shall be in accordance with the manufacturer's recommendations.

2. ESTIMATING GUIDE (Approx.)

Approximate Minimum Requirements (Tolerance = 10%)

Pipe Size	Primer per 100 Joints	Cut Lengths per Joint
48"	12.0 Gals.	4 Pieces 1 ½" x 3'-5"
96"	35.0 Gals.	8 Pieces 2" x 3'-5"

37 CAST-IN-PLACE MANHOLES:

- A. Cast-in-place concrete manholes shall on lines larger than 12 inches in diameter.
- B. Unless otherwise specified, all Gate Valves shall have non-rising stems and shall turn counter-clockwise to open. Valves shall have wrench nuts for operation unless otherwise specified. Spur gearing with gear eases shall be provided on all valves sixteen inches (16") and larger. In the event, the top of the operating nut is more than six feet (6') deep from the existing ground elevation, valve stem extensions shall be furnished by the Contractor to bring the operating nut to within three feet (3') of the existing ground level. No separate payment shall be made for furnishing and installing the necessary valve stem extensions, but will be considered subsidiary to the unit price bid for the valve. All valves shall be for vertical installation.

38 ABANDONING EXISTING GATE VALVE BOX:

- A. The unit price for abandoning existing gate valves shall include abandoning existing gate valve box by removing the top 10 inches or top section, fill void area with concrete and repair pavement if located in street, or replace with two inches of top soil including hydromulch or sod if at the back of curb.

39 AIR RELEASE VALVES: N/A

- A. The Contractor shall furnish and install air release valve assemblies at locations and as shown on main line flanged outlet, vault, etc., as shown on the plans. Air release valves shall comply with the latest revision of A.W.W.A. Standard C512. Air valves shall be for heavy duty use and shall be of the type to allow air to enter when line drains. The valves shall be APCO "Heavy-Duty" combination Air Release Valves, Model No. 135C for two-inch (2") or approved equal. Valves shall have stainless steel floats and cast iron bodies, with an interior coating of rust inhibitor. Gate valves for isolating the air valves shall be as specified elsewhere in these specifications. Air valve vaults shall be as shown on the plans. Concrete shall be 3000 psi unless otherwise shown on the details. Payment of two-inch (2") air valves shall include all labor and materials, including the air valves shall include all labor and materials, including the required gate valves, piping, fittings, vaults and other appurtenances shown on the drawing as necessary to make the complete installation.
- B. Air valves shall be installed outside of paved areas. Class III Reinforced Concrete Pipe (ASTM C 76) shall be used for the access with a ¼-inch thick steel cover and a three inch (3") rim sized to fit over the pipe. Air valve markers as indicated in the details of the Standard Specifications shall be placed at each manhole installed outside of paved areas.

40 TYING INTO EXISTING LINES:

- A. The unit price bid for tying into existing lines shall include all labor and material necessary to tie the old main into the new main. This shall include the cost of offset bends as necessary for vertical and/or horizontal alignment. The new water lines will have to be tested, chlorinated, and a good sample received before the old lines can be plugged or abandoned and the new line tied in. Waterline alignments that will be replaced from valve to valve will not have a bid item "TIE TO EXISTING WATERLINE". Connecting to or replacing the valves will be considered subsidiary to the waterline and fitting bid items. City personnel will operate the valves for any necessary shut-downs. During Construction, the contractor is responsible for "blow-outs" on existing water lines that connect to the water line being worked on to the nearest adjacent valve.

41 HOT MIX ASPHALTIC CONCRETE:

- A. See Special Projects, **Section 11A-38:** Hot Mix Asphalt Concrete (H.M.A.C.)

42 TACK COAT:

- A. See Special Projects, **Section 11B-39:** Tack Coat

43 SIDEWALK REPLACEMENT: N/A

- A. The Contractor shall replace all sidewalk as shown on the plans. Replacement will meet current City of Burleson specifications for four-inch (4") concrete with #3 bars on 18-inch centers both ways. The unit price bid per linear foot, for "Remove & Replace Sidewalk," shall include the sawing and removal of the existing sidewalk, expansion joint material at connections, Class 'A' Concrete and reinforcing steel, as well as all necessary labor and equipment.

44 4" PVC SEWER SERVICE EXTENSIONS: N/A

- A. The cost of the four-inch (4") sanitary sewer service extension shall include the cost of tying into the existing stubout, four-inch (4") PVC sewer pipe, four-inch (4") PVC plug, embedment, and other materials and labor for the installation of the sewer service line. The existing stubouts should be stubbed from beneath the proposed pavement to the right-of-way line. No extra payment will be made for the aforementioned items, but will be considered subsidiary to the cost of furnishing and installing the four-inch (4") PVC sanitary sewer service extension.
- B. The cost of the four-inch (4") sanitary sewer service extension shall include the cost of tying into the existing stubout, four-inch (4") PVC sewer pipe, four-inch (4") PVC plug, embedment, and other materials and labor for the installation of the sewer service line. The existing stubouts should be stubbed from beneath the proposed pavement to the right-of-way line. No extra

payment will be made for the aforementioned items, but will be considered subsidiary to the cost of furnishing and installing the four-inch (4") PVC sanitary sewer service extension.

45 WATER SERVICES:

- A. The Contractor shall use saddles as specified by the pipe manufacturer for one-inch (1") taps. When tying into an existing ¾-inch water meter, the one-inch (1") service line shall be reduced to ¾ inches at the meter. The cost of the reducer and associated fittings shall be subsidiary to the water service bid item.
- B. The unit prices bid for the water services shall include the cost of the saddles, making the taps, the corporation stops, the necessary pipe, the curb stops, and the tying in and/or relocation of existing meter and box where necessary. On the 1 ½ inch and two inch water services, two-inch (2") oriseal valves with boxes shall be used and two-inch (2") Type 'K' hard copper pipe for the service line.
- C. All service lines will be installed 30 inches below the pavement (minimum) or at the same elevation as the main, whichever is greater. Any existing service lines that are steel or galvanized steel shall be renewed with copper from the new main to the meter.

46 RELOCATION OF EXISTING WATER METERS:

- A. The unit price bid for adjusting water service line and relocating existing water meters and boxes shall include the cost of tying into the existing line or new water main where new service lines are being installed, the necessary tubing of pipe, fittings, tying in of the customers service line at the property line, re-setting the meter, backfill, and sod or hydromulch to match existing conditions. This shall also include lowering of service lines where they are found to be up in the future subgrade between the main and meter and on the customer's side of the meter to the right-of-way line.
- B. All, methodologies associated with tying existing services in their present location to the new main is considered subsidiary to the proposed bid item. Existing meter boxes shall remain, but if boxes are broken (prior to construction) it should be noted to City personnel for appropriate replacement.
- C. This specification is GENERAL for all existing City utility infrastructures (meter boxes, sewer/storm manholes, water valves, etc.) that may be replaced with the main or within the path of proposed sidewalks.
- D. Franchise utility infrastructures shall be coordinated with the Franchisee for relocation and/or adjustment. In most cases, the sidewalks can be meandered around such structures.

47 TRAFFIC CONTROL ALONG STREET:

- A. Contractor shall install barricades and warning signs in the event of road closures or detours. The traffic control shall be in accordance with the most current edition of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD). Prior to street closures or detours, Contractor shall provide a Traffic Control Plan to the inspector for approval. Contractor to inform residents of the need to move cars at least 48 hours prior to doing street work. The information shall contain all information necessary to allow the resident to remove the vehicles or other obstructions as to not hold up construction.

48 BACKFILL AND INITIAL CLEANUP:

- A. Backfill and initial cleanup shall be done daily. This work shall progress immediately behind pipe laying and shall be within fifty feet of the pipe laying operation at all times. It shall also include the disposal of all excess material on a daily basis. Ditch lines, storm drains, inlets, barditches, and other drainage facilities should be maintained and cleaned on a daily basis so that they will function for their intended purposes.
- B. Where lines or services are laid in, along, or across the street pavement, the ditch line shall be backfilled and compacted upon the completion of that day's work. Barricades with warning lights shall be erected at these locations and shall be maintained by the Contractor until such time as the pavement (asphalt) is replaced. Steel plates shall be placed across the ditch lines until the time that pavement is replaced, but no later than the first working day following the installation of the pipe, and the necessary 2:27 concrete, CTS, CTB, or crushed stone, as required elsewhere in these specifications. No later than the second day following the installation of a line, the specified asphalt shall be placed in the ditch and the street repair shall be completed.
- C. No exceptions or deviations from the requirement that all ditch lines be repaired within two working days after the installation of the pipe will be sanctioned on this project. It is of utmost importance that we have the cooperation of the Contractor in the control of the traffic, and the procedures outlined for backfilling and cleanup on this project. In the event these procedures are not followed, pipe laying shall cease immediately and not resume until the cleanup is completed and the roadway is and safe for traffic.
- D. Particular care shall be taken during inclement weather to assure that driveways are backfilled with washed rock, or other suitable material, and all-weather access maintained for property owners. No driveway shall be blocked for longer than two (2) hours and only after notifying the affected property owner.
- E. Where lines or services are laid in, along, or across street pavement the pavement shall be left in a clean and acceptable condition. At the end of each work day the Contractor shall sweep and/or wash the pavement to leave the roadway completely clean of dirt and debris. Dirt,

debris, and/or wash water shall be collected for appropriate disposal and shall NOT be washed into waterways or storm drains. Other suitable methods of maintaining the pavement in a clean, unobstructed condition may be utilized by the Contractor. No additional payment will be made for cleaning of pavement. It shall be considered subsidiary to the work performed under this contract.

49 CLEAN-UP:

- A. It is the intent of this contract that complete cleanup be performed by the Contractor prior to acceptance of the project and final payment. Backfilling and cleanup shall follow the laying of the pipe as closely as possible. Upon completion of the work, the Contractor shall remove all construction debris and excess material from the job site, leaving nothing objectionable on either public or private property.
- B. After cleanup has been completed, the Contractor shall check to see that all drainage ditches are properly graded so as to provide adequate drainage and to prevent ponding of the water in the drainage ditch.

50 RESTORE PARKWAYS:

- A. The bid item shall be full compensation for grading and restoring the easement, right-of-way, and all disturbed areas to their pre-project conditions or better. Disturbed areas shall be defined by the City Representative in the field. The Contractor shall video tape all project location areas prior to construction to establish the existing condition. The bid item shall include block sodding, irrigation repair, and repairing structures to original condition.
- B. Sodding shall be placed in accordance with NCTCOG Item 204.5 "Sodding" and shall be watered and maintained per NCTCOG Item 204. 5.3.4 "Watering and Finishing Sod". Contractor shall solid block sod parkway from curb or edge of pavement to limits of disturbed areas as defined by the City Representative. Sod replacement shall be of the same specific of grass that existed prior to commencement of the construction operations. The Contractor shall be responsible for watering until final project acceptance.
- C. Measurement and payment shall be made on the basis of the price bid per linear foot of parkway restoration required. The contract price shall be the total compensation for the furnishing of all labor, material, tools, equipment, grading, and incidentals necessary to complete the work. In addition to sodding and grading, the unit bid price shall include full compensation for all irrigation repair, landscaping, and full restoration of project areas to their pre-project condition. The pre-construction video by the Contractor shall be provided to the City prior to construction and shall be considered subsidiary to this bid item.

51 TEMPORARY WATER SERVICE:

- A. Contractor to design and implement temporary water service for affected water utility clients prior to disruption of service by construction activities.
- B. Temporary water service plan shall be approved by the City Project Engineer prior to implementation.
- C. Measurement and payment shall be made on the basis of the price bid per lump sum. The contract price shall be the total compensation for the furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work.

52 PROJECT ALLOWANCE:

- A. Projects of this type may require modifications to the contract and/or additional work which cannot be foreseen prior to construction. The cost for these modifications and/or additions will be reimbursed from this allowance if approved prior to performing the work. There is no guarantee that this allowance will be used at all. If used, it may be used in part or in whole at the City's discretion.
- B. A project allowance of \$100,000 shall be given for any additional work associated with the project. Additional work shall be determined by the Owner. This work excludes any work listed on the bid proposal or work associated to complete the bid items.
- C. Measurement and Payment shall be on approved invoices and an agreed upon amount of profit and overhead expenses and will include full compensation to complete the work as specified.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-961035

Date Filed:
12/05/2022

Date Acknowledged:

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

J R West Texas Concrete
Rice, TX United States

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

City of Burleson

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

ITB 2023-001
Street Reconstruction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Juan, Rodriguez	Rice, TX United States	X	

5 Check only if there is NO Interested Party.

☐

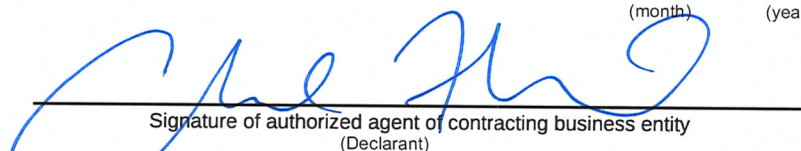
6 UNSWORN DECLARATION

My name is Charles Howard, and my date of birth is 06/30/1992.

My address is 629 Kanadu Dr, Jarrell, TX, 7537, U.S.A.
(street) (city) (state) (zip code) (country)

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

Executed in Navarro County, State of Texas, on the 5th day of December, 20 22
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works - Engineering

MEETING: January 9, 2023

SUBJECT:

Consider approval of a Funding Interlocal Agreement with Tarrant County for the Design and Construction of the Stone Rd. / Village Creek Parkway Widening Project in the amount of \$3,030,000. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)

SUMMARY:

The scope of this project includes widening and reconstructing approximately 0.5 miles of Stone Road / Village Creek Parkway from McCall Street to Alsbury Boulevard. The project will replace the existing two-lane asphalt roadway with a five-lane undivided concrete roadway including two lanes in each direction, a two-way left turn lane, curb and gutter, a closed drainage system, street lights, sidewalks, and a 10' shared use path.

The City submitted an application for this project in response to Tarrant County's call for projects in April 2021. In August 2021 the project was selected for the Tarrant County Bond program, and then approved by the Tarrant County voters in November 2021. Per the agreement, Tarrant County agrees to reimburse the City for 50% of the eligible project costs in an amount not to exceed \$3,030,000.00 (\$2,530,000.00 in 2021 Tarrant County Bond funds and \$500,000.00 in 2006 Discretionary funds from Precinct 1). The total project is anticipated to cost \$6,031,839.

The project schedule is being accelerated from FY2026-27 to now based on Tarrant County's funding availability and timeline. The current Capital Improvement Plan includes \$3,501,839 in FY2026-27 (cash and impact fees) funding for this project. A CIP adjustment will be necessary in order to fully fund the construction contract award in November/December 2023. Options are in development and this may include adjusting a portion of the right-of-way acquisition funding for the Alsbury, Phase III project.

The project schedule anticipates completing design in Fall 2023 and completing construction late 2024. Over 85% of the project costs are anticipated to be funded by either impact fees or the Tarrant County Bond Program.

OPTIONS:

- 1) Approve the Funding Interlocal Agreement as presented

2) Deny the Funding Interlocal Agreement

RECOMMENDATION:

Approve the Funding Interlocal Agreement as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

April 12, 2021- City Council approved a Resolution of Support for the Tarrant County 2021 Bond Program and approval of this Stone Rd./ Village Creek Parkway Widening project for consideration to be included in the Tarrant County 2021 Bond Program. (Item 9.D)

October 3, 2022- City Council approved a resolution declaring intention to reimburse an amount not to exceed \$65,100,000 for capital projects within the CIP for FY22-27. (Item 9.B)

FISCAL IMPACT:

Fund Name:	NON-BOND CAPITAL PROJECT (Impact Fees Area C)
Full Account #s:	352-7500-439.32-02
Amount:	\$2,291,757

Fund Name:	NON-BOND CAPITAL PROJECT (Future Impact Fees Area C)
Full Account #s:	TBD
Amount:	\$710,082

STAFF CONTACT:

Errick Thompson
Deputy Director of Public Works - Engineering
ethompson@burlesontx.com
817-426-9610

Teamwork



TARRANT COUNTY FUNDING INTERLOCAL AGREEMENT

Design and Construction of Stone Rd. / Village Creek Parkway Widening Project

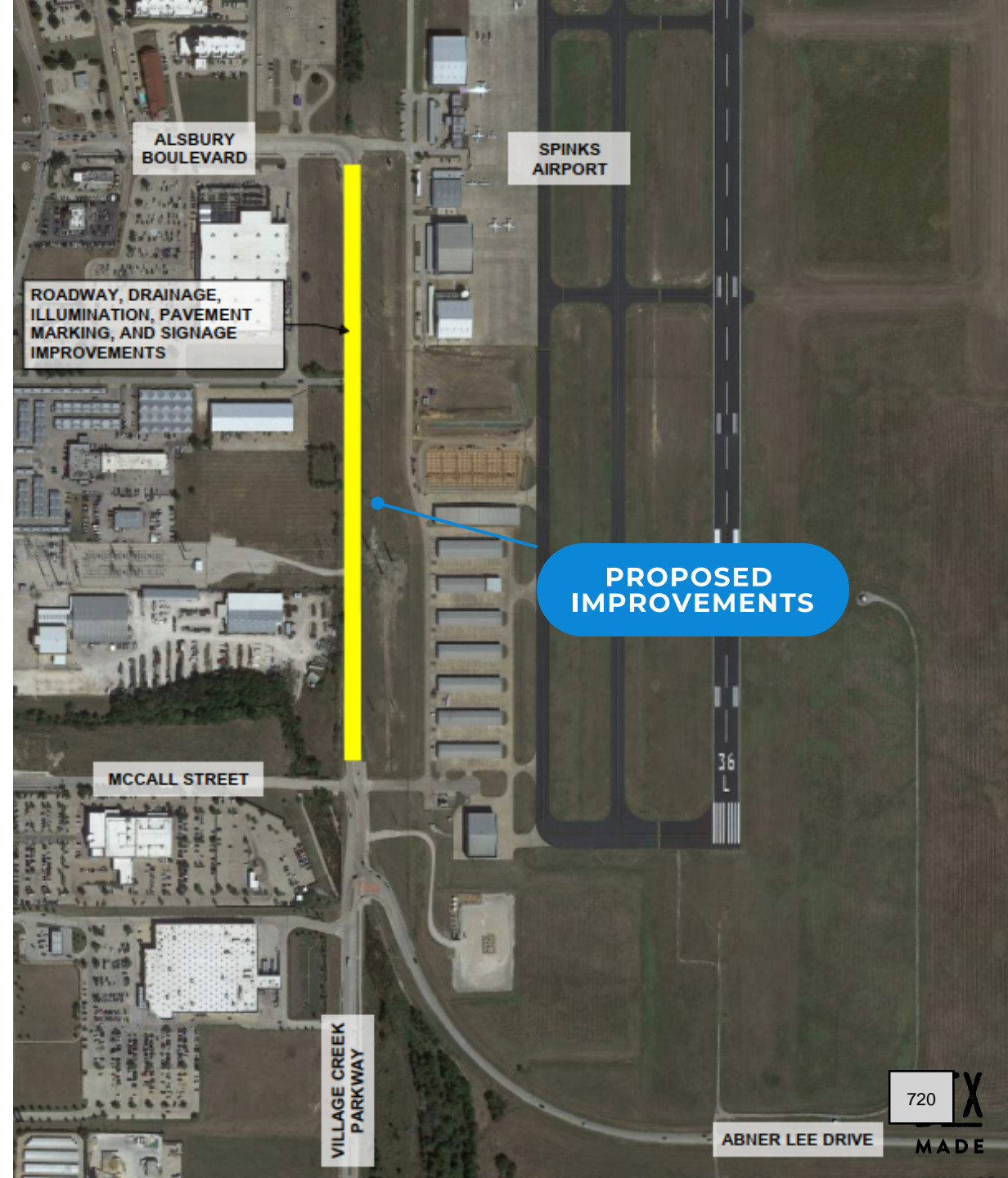
PROJECT ELEMENTS

Approved in 2022-2027 CIP

WIDEN AND RECONSTRUCT APPROXIMATELY 0.5 MILES OF STONE RD. / VILLAGE CREEK PARKWAY FROM MCCALL ST. TO ALSBURY BOULEVARD

- Replace the existing two-lane asphalt roadway with a five-lane undivided concrete roadway including two lanes in each direction and a two-way left turn lane
- Install curb and gutter, closed drainage system, and street lights
- Install sidewalk on west side and continue 10' shared use path on east side

FORT WORTH AND TARRANT COUNTY HAVE EXPRESSED INTEREST IN THE EXTENSION OF STONE RD. / VILLAGE CREEK PARKWAY FROM ALSBURY NORTH TO FM 1187 AT SOME POINT IN THE FUTURE



BACKGROUND

CALL FOR PROJECTS

Tarrant County issued a Call for Projects and City of Burleson submitted application for this project April 2021

SELECTION OF PROJECTS

Tarrant County Commissioners selected and prioritized projects August 2021 (this project ranked #2 of 33)

VOTER APPROVAL

Tarrant County voters approved Transportation Bond Program including this project November 2021

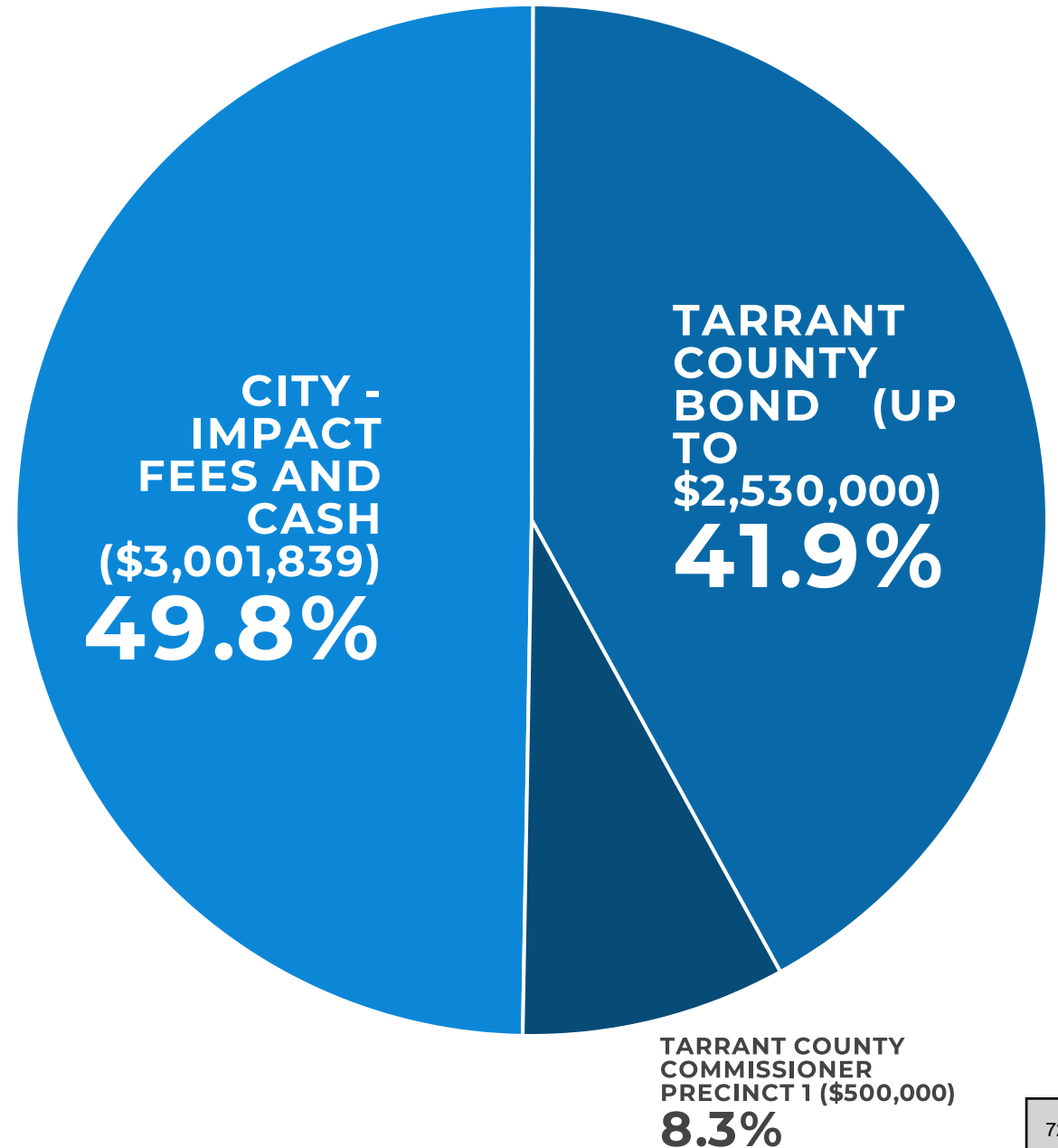
IMPLEMENTATION

Tarrant County / City of Burleson Interlocal Agreement Execution, project design and construction

FUNDING DISTRIBUTION AND SCHEDULE

Design: Winter 2022 - Summer 2023
Construction: Fall 2023 - Fall 2024

City is responsible for providing quarterly
project schedule updates to Tarrant County
once design begins



PROJECT SCHEDULE & RESULTING CAPITAL IMPROVEMENT PLAN (CIP) ADJUSTMENTS

- **PROJECT SCHEDULE ACCELERATING FROM FY2026-27 TO NOW BASED ON TARRANT COUNTY FUNDING AVAILABILITY AND TIMELINE**
- **CURRENT CIP INCLUDES \$3,501,839 IN FY2026-27 FOR THIS PROJECT**
 - \$2,064,645 from Area C Impact Fees
 - \$1,437,194 cash funding
- **POST CIP ADOPTION**
 - Additional \$500,000 committed to the project from Tarrant County Commissioner, Precinct 1
 - Additional Impact Fee accruals for Area C
- **CIP ADJUSTMENT WILL BE NECESSARY TO FULLY FUND CONSTRUCTION CONTRACT AWARD IN NOVEMBER / DECEMBER 2023**
 - Preliminary options in development - may include adjusting a portion of Alsbury, Phase III right-of-way acquisition cash funding
 - Final amount of adjustment to be determined as design progresses, additional impact fees are collected, and construction bids are received
- **OVER 85% OF THE PROJECT COSTS ANTICIPATED TO BE FUNDED FROM IMPACT FEES AND THE TARRANT COUNTY BOND PROGRAM**

OPTIONS

RECOMMENDED



APPROVE

Approve of an Interlocal Funding Agreement with Tarrant County for Stone Rd/Village Creek Pkwy Improvements in the amount of \$3,030,000.



DENY

Deny of an Interlocal Funding Agreement with Tarrant County for Stone Rd/Village Creek Pkwy Improvements in the amount of \$3,030,000.



STATE OF TEXAS § Funding Interlocal Agreement for
§ Stone Road Widening
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Burleson, hereinafter referred to as CITY, and collectively referred to as the “parties”, for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the “Project”, will consist of the widening and reconstruction of Stone Road from McCall Street to Alsbury Boulevard. The Project will include the widening and reconstructing of approximately 0.5 miles of the existing two-lane asphalt roadway to a five-lane undivided concrete roadway that includes two lanes in each direction with a two-way left turn lane (TWLTL), curb and gutter, internal drainage, street lights, sidewalks, and a shared use path on the east side.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including construction, right of way acquisition, utility relocation, engineering, planning, surveying, and governmental approval costs (collectively referred to as “Costs”);
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG’s Transportation Improvement Program (TIP);
- F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

“This project is funded by the City of Burleson and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program.”

III. **TERM**

This ILA shall become effective upon the approval of both parties and shall expire on September 30, 2023, unless terminated as described in Section XIII in this ILA or extended in writing and approved by both parties.

IV. **FISCAL FUNDING ACKNOWLEDGEMENT**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible project costs in an amount not to exceed \$3,030,000.00 (\$500,000.00 in 2006 TBP Discretionary funds from Precinct 1 and \$2,530,000.00 in 2021 TBP Call for Projects funds). The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the Project is complete.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this Project.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this Project shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the Project.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance, if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:
County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:
City Manager
City of Burleson
141 W Renfro Street
Burleson, TX 76028

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

APPROVED on this day the _____ day of _____, 2023, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF BURLESON

County Judge

Mayor

APPROVED AS TO FORM:

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

\$ _____ *as follows:*

Fiscal year ending September 30, 2023:	\$ 500,000.00 (2006 TPB Discretionary - Pct 1)
	\$ 120,000.00 (2021 TPB Call for Projects)
Fiscal year ending September 30, 2024:	\$ 1,928,000.00 (2021 TPB Call for Projects)
Fiscal year ending September 30, 2025:	\$ 482,000.00 (2021 TPB Call for Projects)

	\$ 3,030,000.00

Auditor's Office

ATTACHMENT A

Project Information

Jurisdiction: City of Burleson
Project Name: Stone Road Widening

Project Schedule (by month/year)

	<u>Start Date</u>	<u>Duration (mo.)</u>	<u>End Date</u>
Design:	Dec-22	8	Aug-23
ROW Acquisition:	May-23	4	Aug-23
Construction:	Oct-23	12	Oct-24

County Payment by Phase*

Design:	\$ 420,000.00 (2006 TBP)
ROW Acquisition:	\$ 80,000.00 (2006 TBP)
	\$ 120,000.00 (2021 TBP)
Construction:	\$ 2,410,000.00 (2021 TBP)
TOTAL:	\$ 3,030,000.00

TBP Funding Category: 2006 Discretionary - Pct 1 (\$500,000.00)
2021 Call for Projects (\$2,530,000.00)

**Invoice Schedule*

Design = Completion of Design Phase

ROW Acquisition = Completion of Property Acquisition and/or utility relocation

Construction = Monthly or quarterly throughout the construction period.

Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.

2006 TBP Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY23	\$0.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00

2021 TBP Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY23	\$0.00	\$0.00	\$0.00	\$120,000.00	\$120,000.00
FY24	\$482,000.00	\$482,000.00	\$482,000.00	\$482,000.00	\$1,928,000.00
FY25	\$482,000.00	\$0.00	\$0.00	\$0.00	\$482,000.00

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works - Engineering

MEETING: January 9, 2023

SUBJECT:

Consider approval of an Engineering Services Contract with Freese and Nichols Inc. for the design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in an amount not to exceed \$380,595. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)

SUMMARY:

The scope of this project is to widen and reconstruct approximately 0.5 miles of Stone Rd. / Village Creek Parkway from McCall St. to Alsbury Boulevard. The project will replace the existing two-lane asphalt roadway with a five-lane undivided concrete roadway including two lanes in each direction and a two-way left turn lane. The project will also include curb and gutter, a closed drainage systems, street lights, sidewalks, and a 10' shared use path. The project schedule anticipates completing design in Fall 2023 and completing construction late 2024.

The total project is anticipated to cost \$6,031,839:

- Design \$380,595 (this item)
- Construction \$5,651,244

Up to \$3,030,000 is eligible for reimbursement from Tarrant County.

An application for this project was submitted in response to a Tarrant County call for projects. The project was ultimately selected and included in the 2021 Tarrant County Bond program (\$2,530,000) and Tarrant County Commissioner, Precinct 1 allocated an additional \$500,000 for the project.

Freese and Nichols Inc. was selected from the adopted list of preferred consultants for engineering and architectural services to be used through fiscal year 2024-2025. This list was the result of a 2019-011 RFQ and was approved by City Council March 2, 2020.

OPTIONS:

- 1) Approve an Engineering Services Contract with Freese and Nichols Inc. for the design of Stone Rd. / Village Creek Pkwy from McCall St. to Alsbury Blvd in the amount of \$380,595.00.
- 2) Deny an Engineering Services Contract with Freese and Nichols for the design of Stone Rd. / Village Creek Pkwy from McCall St. to Alsbury Blvd in the amount of \$380,595.00.

RECOMMENDATION:

Approve an Engineering Services Contract with Freese and Nichols for the design of Stone Rd. / Village Creek Pkwy from McCall St. to Alsbury Blvd in the amount of \$380,595.00.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

April 12, 2021- City Council approved a Resolution of Support for the Tarrant County 2021 Bond Program and approval of this Stone Rd./ Village Creek Parkway Widening project for consideration to be included in the Tarrant County 2021 Bond Program. (Item 9.D)

October 3, 2022- City Council approved a resolution declaring intention to reimburse an amount not to exceed \$65,100,000 for capital projects within the CIP for FY22-27. (Item 9.B)

FISCAL IMPACT:

Fund Name:	NON-BOND CAPITAL PROJECT (from Impact Fees Area C)
Full Account #s:	352-7500-439.32-02
Amount:	\$380,595.00

STAFF CONTACT:

Errick Thompson
Deputy Director of Public Works - Engineering
ethompson@burlesontx.com
817-426-9610

FREESE AND NICHOLS, INC.

STONE RD./VILLAGE CREEK PKWY

Engineering Service Contract



PROJECT ELEMENTS

Approved in 2022-2027 CIP

WIDEN AND RECONSTRUCT APPROXIMATELY 0.5 MILES OF STONE RD. / VILLAGE CREEK PARKWAY FROM MCCALL ST. TO ALSBURY BOULEVARD

- Replace the existing two-lane asphalt roadway with a five-lane undivided concrete roadway including two lanes in each direction and a two-way left turn lane
- Install curb and gutter, closed drainage system, and street lights
- Install sidewalk on west side and continue 10' shared use path on east side



SERVICES PROVIDED



SURVEY

Topographic survey to locate existing features and utilities



DESIGN

Consultant will prepare Plans and Specifications for the roadway improvements



UTILITY COORDINATION/LOCATING AND PERMITTING

Utility locating may be required



FAA COORDINATION

Spinks Airport official notification and subsequent review of project by FAA due to proximity to the airport.



CONSTRUCTION ADMINISTRATION

Consultant will provide construction administration services.

PROJECT COST DISTRIBUTION AND SCHEDULE



DESIGN

Design: Winter 2022 - Summer 2023

\$380,595

(This action)



CONSTRUCTION

Construction: Fall 2023 - Fall 2024

\$5,651,244

**UP TO \$3,030,000 ELIGIBLE FOR
TARRANT COUNTY REIMBURSEMENT**

OPTIONS

RECOMMENDED



APPROVE

Approve of an engineering services contract with Freese and Nichols, Inc. for the design of Stone Rd/Village Creek Pkwy Improvements in the amount not to exceed \$380,595.



DENY

Deny an engineering services contract with Freese and Nichols, Inc. for the design of Stone Rd/Village Creek Pkwy Improvements in the amount not to exceed \$380,595.



PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **FREESE AND NICHOLS, INC.** (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Three Hundred Eighty Thousand Five Hundred Ninety Five Dollars (**\$380,595.00**) in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY

Professional Services Agreement

Page 3

Updated 07.18.22

FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers'

Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Freese and Nichols, Inc.
Attn: Chris Bosco
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and otherwise in conformance with said statute. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

FREESE AND NICHOLS, INC.:

By: _____

By: _____

Name: _____

Name: Chris Bosco, P.E.

Title: _____

Title: Vice President/Principal

Date: _____

Date: December 28, 2022

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering services in conjunction with the Village Creek Parkway (from McCall Street to Alsbury Boulevard) project (approximately 2,200 feet) for the City of Burleson (hereinafter referred to as CITY or OWNER).

The purpose of this project is to provide design, bid (through design, bid, build process), and construction phase services to remove an existing two-lane undivided roadway and construct of a five-lane undivided roadway, a shared use path on the eastside of the roadway, a sidewalk on the westside of the roadway, underground drainage system, minor water and sanitary sewer adjustments to proposed grades, signage and pavement marking improvements. The location of roadway illumination will be identified by FNI and installed by Oncor Electric. There are no water or sanitary sewer replacements or improvements with this project.

FNI will perform the following engineering and technical services for the project.

WORK TO BE PERFORMED

<u>DESIGN SERVICES</u>	<u>EFFORT PER TASK</u>
TASK 1. PROJECT MANAGEMENT	\$ 36,217.00
TASK 2. PRELIMINARY (60%) DESIGN	\$ 107,313.00
TASK 3. FINAL (90% AND 100%) DESIGN	\$ 96,504.00
TASK 4. BID AND CONSTRUCTION PHASE	\$ 32,860.00
TASK 5. TOPOGRAPHIC SURVEY	\$ 40,343.00
TASK 6. SUBSURFACE UTILITY ENGINEERING	\$ 41,140.00
TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION	\$ 3,750.00
TASK 8. UTILITY COORDINATION	\$ 15,818.00
TASK 9. FAA COORDINATION	\$ 6,650.00
DESIGN SERVICES TOTAL	\$ 380,595.00

BASIC SERVICES

TASK 1. PROJECT MANAGEMENT

FNI will manage the work outlined in this scope to foster an efficient and effective use of FNI's and CITY's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

Communications and Reporting

- Conduct internal project kickoff meeting
- Conduct and document external project kickoff meeting with CITY
- Conduct and document project update meetings (up to six (6) meetings) with CITY Project Manager.
- Prepare and submit monthly progress reports.

ASSUMPTIONS

- One (1) project kickoff meeting with CITY
- Up to six (6) project update meetings with CITY
- Invoices will be provided to the CITY from FNI on a monthly basis.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Baseline design schedule
- D. Monthly schedule updates
- E. Monthly invoices

TASK 2. PRELIMINARY (60%) DESIGN

Preliminary (60%) Design will be submitted to CITY per the approved Project Schedule.

FNI will provide Preliminary Design services to the CITY with the following design plans:

GENERAL DESIGN

- COVER SHEET – Including project limits and location map
- INDEX OF SHEETS
- GENERAL NOTES – Including applicable City standard general notes
- SURVEY CONTROL AND PROJECT LAYOUT – Including City Control Points with X, Y, Z coordinates, identified coordinate system, and bearing base. Z coordinate will be included on City Datum only with a description of the location.
- ALIGNMENT DATA

- RIGHT-OF-WAY AND EASEMENT MAP – Including parcels numbers
- EXISTING UTILITY MAP – Including collected Level A-D SUE data.
- TYPICAL SECTIONS – Including existing and proposed typical sections showing pavement (roadway, sidewalk, curb), ROW, lane widths (with direction arrows), and retaining walls
- REMOVAL PLAN – Including removal of above and below ground features necessary for the construction of the project improvements.
- EROSION CONTROL PLAN – Including the layout of erosion control measures and notes.
- EROSION CONTROL DETAILS
- CONSTRUCTION PHASING NARRATIVE AND TYPICAL SECTION – Including description of the suggested construction phasing and typical sections. The construction phasing narrative includes expectation and restrictions of the construction during the multi-phase project.
- TRAFFIC CONTROL DETAILS – Including applicable CITY and TxDOT traffic control details. Assumes that the Contractor will prepare and implement a traffic control plan in accordance with the Texas Manual on Uniform Traffic Control Devices.

ROADWAY DESIGN

- ROADWAY PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- SIDESTREET PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- DRIVEWAY PROFILE - Including profile of existing top of ground line, proposed top of roadway elevation (profile grade line) at driveway centerline.
- ROADWAY DETAILS – Including necessary non-City of Burleson standard details.
- CITY OF BURLESON - ROADWAY DETAILS

DRAINAGE DESIGN

- OVERALL DRAINAGE AREA MAP - Including delineate the watershed based on contour data and field verification and document existing street, right-of-way and storm drain capacities for the subject site. A drainage area map will be drawn at maximum 1" = 200' scale from available 1-foot contour data with the contours labeled. Data source and year will be provided by FNI.
- DETAILED DRAINAGE AREA MAP - Including view (1" = 30' scale) of proposed drainage improvements and watershed delineation lines within the existing and proposed right-of-way.
- INLET AND STORM DRAIN CALCULATIONS - Including calculations regarding street and right-of-way capacities and design discharges at selected critical locations will be provided. All calculations shall conform to CITY criteria. All locations in the project area where 100-year runoff exceeds available storm drain and right-of-way capacities shall be clearly identified.
- DRAINAGE KEY MAP
- STORM DRAIN PLAN AND PROFILE - Including location and size of all inlets, manholes, junction boxes, piping to include storm drain profiles showing existing and proposed flow lines,

- HGL, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- STORM DRAIN LATERAL PROFILE - Including profile view of existing and proposed top of ground lines, proposed inlet, and proposed pipe.
- DRAINAGE DETAILS – Including necessary non-City of Burleson standard details.
- CITY OF BURLESON - DRAINAGE DETAILS

UTILITY DESIGN

- MINOR UTILITY ADJUSTMENT PLAN – Including plan sheets for the minor adjustment (for example, adjustment of valve or manhole to proposed finished grade) of existing water and sanitary sewer utilities within the project area.
- CITY OF BURLESON AND CITY OF FORT WORTH – UTILITY DETAILS

ILLUMINATION DESIGN

- ILLUMINATION PLAN – Including recommended location of roadway light fixture, ground boxes, conduit, and electrical service pedestal/meter. Oncor Electric will review and approve the design. If necessary, existing utility poles will be used to install roadway light fixtures on.
- ONCOR ELECTRIC – ILLUMINATION DETAILS

SIGNING AND PAVEMENT DESIGN

- SIGNING AND PAVEMENT MARKING PLAN – Including pavement markings, traffic buttons, and traffic signage (CITY and TMUTCD compliant) for the roadway improvements.
- CITY OF BURLESON – SIGNING AND PAVEMENT MARKING DETAILS

LANDSCAPE DESIGN

- LANDSCAPE PLAN – Including proposed locations of topsoil, sod, and hydromulch in relation to the proposed improvements.

CROSS SECTION DESIGN

- CROSS SECTIONS – Including centerline station at a 50' interval, existing top of ground line, proposed roadway section, and easement and right-of-way limits.

Specifications Manual

- FNI will prepare a specifications manual based on the 60% design.

Opinion of Probable Construction Cost

- FNI will prepare Opinion of Probable Construction Cost based on the 60% design.

Quality Assurance / Quality Control

- FNI will conduct a review of the design plans, OPCC, and specifications manual prior to submitting the 60% documents to the CITY the 60% plans.

Plan Review Process

- Attend one (1) design review meeting after the submittal of the 60% design.

ASSUMPTIONS

- FNI will provide CITY with up to four (4) copies of half size (11"x17") plans, one (1) electronic PDF file of the specifications manual, and one (1) electronic PDF file of the opinion of probable construction cost, and PDF copy of the above items.
- FNI will not proceed with Final Design activities without written approval by the CITY of the Preliminary Design Package.

DELIVERABLES

- A. Preliminary (60%) Design Package, including plans, specifications, OPCC.

TASK 3. FINAL (90% AND 100%) DESIGN

Final (90% and 100%) Design will be submitted to CITY per the approved Project Schedule.

FNI will provide Final Design services to the CITY by finalizing the design drawings submitted during the Preliminary Design phase.

Specifications Manual

- FNI will prepare a specifications manual based on the 90% design.

Opinion of Probable Construction Cost

- FNI will prepare Opinion of Probable Construction Cost based on 90% plans

Plan Review Process

- Attend one (1) design review meeting after the submittal of the 90% design.

Following the 90% design review meeting with the CITY, FNI will submit Final (100%) Design plans, specifications, and OPCC to the CITY per the approved Project Schedule. Each plan sheet will be stamped, dated, and signed by the engineer registered in the State of Texas.

ASSUMPTIONS

- For projects that disturb an area greater than one (1) acre, the contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies. FNI will prepare the erosion control plans which will be incorporated into the SWPPP by the Contractor.
- 90% design package will consist of four (4) copies of half size (11"x17") drawings, four (4) copy of full size (22"x34") drawings, one (1) copy of the project specifications, one (1) copy of the 90% estimate of probable construction cost, and PDF copy of the above items.
- Final design package will consist of four (4) copies of half size (11"x17") drawings, four (4) copy of full size (22"x34") drawings, one (1) copy of the project specifications, one (1) copy of the 100% estimate of probable construction cost, and PDF copy of the above items. In addition, electronic drawing base files (.dwg) will be provided to the CITY.

DELIVERABLES

- A. Final (90%) Design Package, including plans, specifications, OPCC.
- B. Final (100%) Design Package, including plans, specifications, OPCC.

TASK 4. BID AND CONSTRUCTION PHASE

During the bid phase of the Project, FNI will:

- CITY will notify construction news publications and publishing appropriate legal notice by distributing a Notice to Bidders. The cost for publications will be paid by CITY. FNI will attend one (1) pre-bid meeting.
- Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
- FNI will provide a recommend award letter to the CITY.
- Furnish CITY with up to six (6) half-size (11"x17") sets of the issued for construction drawings.

Upon completion of the bid phase, FNI will proceed with the performance of construction phase as described below. FNI will endeavor to protect CITY in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor(s) or any Subcontractor. FNI will not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project.

During the construction phase of the Project, FNI will:

- Attend one (1) pre-construction meeting to discuss the project schedule for construction.
- Attend up to five (5) visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the construction contract documents. In this effort FNI will endeavor to protect the CITY against defects and deficiencies in the work of Contractor and will report any observed deficiencies to the CITY.
- Review up to ten (10) Contractor shop drawings and other project related submittals. Notify the Contractor of non-conforming work observed during site visits. Review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents.
- Revise the construction drawings in accordance with the information furnished by Contractor reflecting changes in the project made during construction. One (1) set of prints of "Record Drawings" and electronic files will be provided by FNI to the CITY.
- Interpret the drawings and specifications for the CITY and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications are an additional service.

TASK 5. TOPOGRAPHIC SURVEY

FNI will provide topographic survey support as follows:

- Survey and prepare a topographic survey map that will establish the control line, centerline, and references for control points, benchmarks, and cross-sections. The survey will also include utility features found in the field marked by Texas 811 and will show public utility lines per as-built drawings provided by the CITY. The survey will be provided with an electronic copy for use in design. The survey will include location and identification of all above ground features within the survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways, handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth will be identified. Trees six inches and larger in diameter will be surveyed and common name will be identified.
- Research the existing eight-of-way / easement property boundaries and field locating within the project area.
- The topographic survey will be conducted up to 120 feet in width along the roadway alignment (2,200 feet in length).
- Survey Control and Materials:
 - 5/8" iron rods with cap and/or mag nails will be used as control material.
 - Horizontal and vertical control points will be set at 500' interval within the project area. Where possible, control monumentation will be located sufficiently away from the project limits so as not be disturbed by construction activities.
 - All established main horizontal and vertical control along the pertinent calculations will be furnished in electric (MS Word Document) format.
- Temporary Right of Entry - Prior to entering property for field survey, the CITY will prepare, mail and obtain Temporary Right of Entry from landowners after a date range for field survey has been provided by FNI.
- Prepare up to twelve (12) easement survey documents (exhibit and metes and bounds description).
- Prepare up to two (2) right-of-way survey documents (exhibit and metes and bounds description).

ASSUMPTIONS

- The topographic and boundary survey data previously collected by the CITY will be incorporated into the collected topographic survey by FNI.
- Construction staking will be conducted by the Project Contractor, not by FNI.
- CITY will prepare, mail, and obtain temporary right of entry from necessary landowners five (5) working days prior to the FNI conducting the field survey.
- CITY will provide all services associated with meetings with property owners and acquisition of the easements.

DELIVERABLES

- A. Digital topographic survey file in CAD format, ASCII point file, and field notes and sketches.

TASK 6. SUBSURFACE UTILITY ENGINEERING

FNI will perform the Level A-D Subsurface Utility Engineering (SUE) work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as “locating”, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer.

FNI will designate the known subsurface utilities within the project limits utilizing geophysical equipment (electromagnetic induction, magnetic) to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable).

FNI will provide appropriate traffic control measures (barricades and signs).

FNI will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, FNI will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the CITY in advance. FNI will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

FNI will provide up to ten (10) test holes (estimated to be between 8 and 12 feet in depth) Subsurface Utility Engineering (SUE) to Quality Level A, as described below:

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.

FNI will provide a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities and a summary sheet of the test hole coordinate data and depth information. The size of each utility will be presented in the utility file if this information is indicated on available record drawings will also provide.

TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION

FNI will provide Texas Department of Licensing and Regulation (TDLR) permitting support for the CITY, as follows:

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- FNI is responsible for providing plans that are in compliance with TDLR requirements.
- Submit construction documents to the TDLR.
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the TDLR.
- Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
- Responding to agency comments and requests.
- All costs associated with TDLR plan review and inspections are to be paid by FNI during the course of the project.

ASSUMPTIONS

- TDLR permit preparation will begin after approval of the Final Design.

DELIVERABLES

- A. Copies of Permit Applications
- B. Copies of Approved Permits

TASK 8. UTILITY COORDINATION

FNI will provide utility coordination support for the CITY, as follows:

- FNI will prepare and conduct up to six (6) utility coordination meetings with utility owners.
- FNI will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of utility conflicts will be completed by FNI with assistance from the CITY.
- In the case of a public utility conflict, FNI will design CITY facilities to avoid or minimize conflicts with existing utilities (owned by both City of Fort Worth and City of Burleson). FNI will provide design for minor vertical adjustments to existing City of Fort Worth water lines as necessary.
- In the case of a private utility conflict, the FNI will provide a PDF set of plans with the utility conflicts highlighted and a utility conflicts table of those conflicts. If necessary, FNI will coordinate directly with the private utility provider if that provider needs to undertake design to adjust their utility's location.
- During Preliminary Design and Final Design, FNI will provide the plans and table showing the utility conflicts to the utility companies which have facilities within the limits of the project.
- As available, the CITY will attend the coordination meetings and assist in the coordination process.

TASK 9. FAA COORDINATION

FNI will provide Federal Aviation Administration (FAA) coordination support for the CITY, as follows:

- FNI to prepare and conduct up to two (2) coordination meeting with FAA staff.
- FNI to prepare and submit FAA Form 7460-1 “Notice of Proposed Construction or Alteration” to the FAA to allow for construction activity to commence in the proximity of airport property.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above-described basic services, are described as follows:

- A. Land acquisition services.
- B. Construction materials testing.
- C. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).
- D. Water and sanitary sewer design other than adjustment of surface appurtenances.
- E. Design of pedestrian bridge.
- F. Providing renderings, model, and mock-ups requested by the CITY.
- G. Assisting CITY in claims disputes with Contractor(s).
- H. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- I. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- J. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- K. Services required to resolve bid protests or to rebid the projects for any reason.
- L. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- M. GIS mapping services or assistance with these services.
- N. Site visits and meetings in excess of the number of trips included in the scope of services.
- O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- P. Quality Level "A, B, C, D" subsurface utility engineering outside of the quantity outlined in the scope of services.
- Q. Public Involvement and Public Meeting Facility Rental.
- R. Environmental Permitting Memorandum (Information from Previous Project to be Used).
- S. Geotechnical Investigation and Pavement Design Memorandum (Information from Previous Project to be Used).
- T. Floodplain Services (CLOMR and/or LORM).

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the attached project schedule (Attachment B).

If FNI's services are delayed through no fault of FNI, FNI will be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF OWNER: OWNER will 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 will 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, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data (design plans, drainage studies, surveys, property information, utility locations, CADD files) relative to design or construction of 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 the services of FNI.
- F. The CITY will attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the project progress as scheduled.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Furnish, or direct FNI to provide, Additional Services.
- I. Bear all costs incident to compliance with the requirements of the Responsibilities of Owner section.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Tiana Jackson, P.E., CFM, Project Manager – Public Works Department, 141 W. Renfro, Burleson, Texas 76028; Phone (817) 426-9619; e-mail: tjackson@burlesontx.com

FNI's Project Manager – Todd Buckingham, P.E., 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7517; Fax (817) 735-7491; e-mail: todd.buckingham@freese.com

FNI's Accounting Representative – Erin Westbrook, 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7395; Fax (817) 735-7491; email: erin.westbrook@freese.com



ALSBURY BOULEVARD

SPINKS AIRPORT

ROADWAY, DRAINAGE,
ILLUMINATION, PAVEMENT
MARKING, AND SIGNAGE
IMPROVEMENTS

IH-35W

MCCALL STREET

36
L

VILLAGE CREEK
PARKWAY

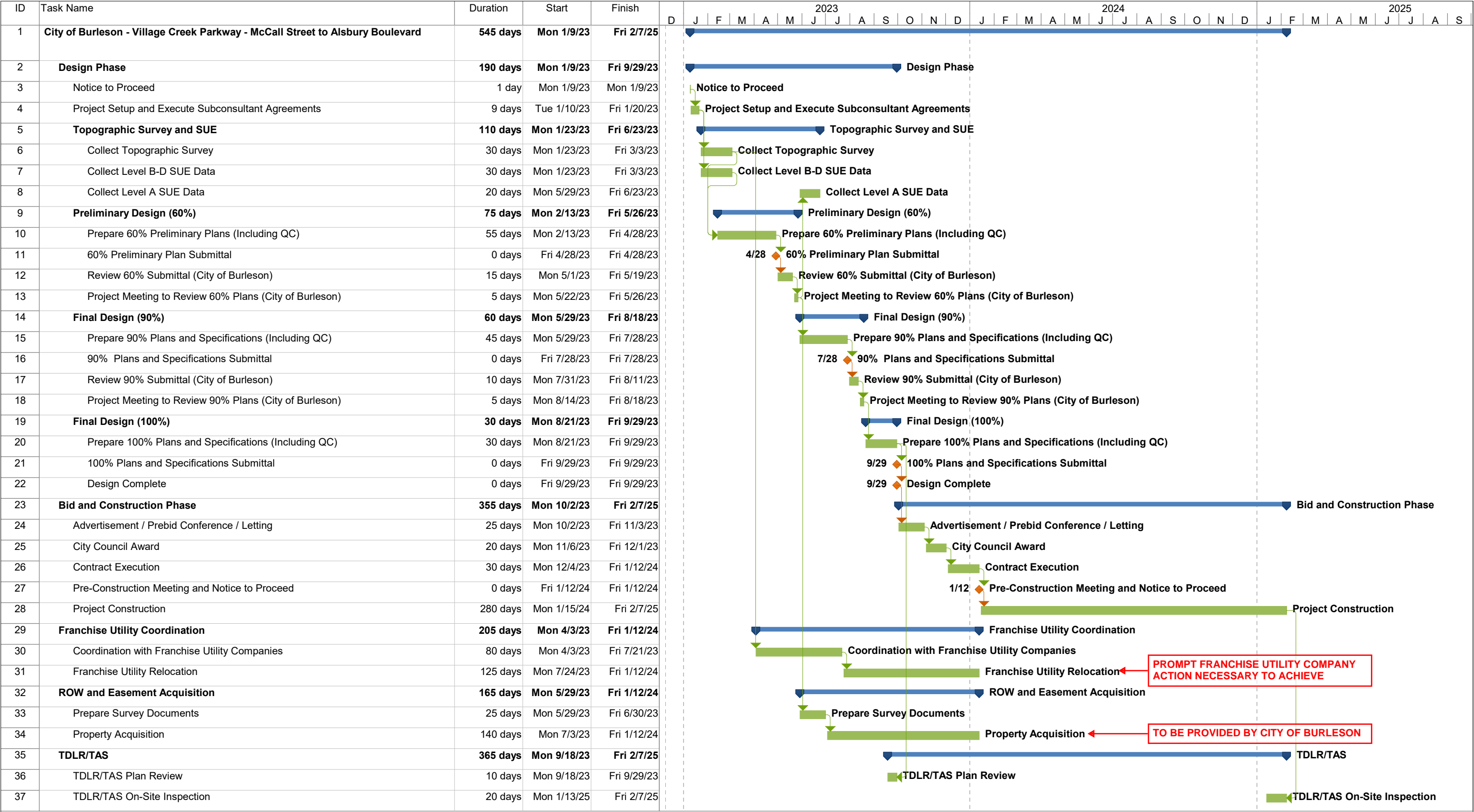
ABNER LEE DRIVE

ATTACHMENT A
CITY OF BURLESON - VILLAGE
CREEK PARKWAY

FROM MCCALL STREET TO
ALSBURY BOULEVARD

763

2000 ft



Attachment B
Print Date: Fri 12/9/22

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline

City of Burleson Village Creek Parkway (from McCall Street to Alsbury Boulevard) 12/9/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 380,595
	Special Services	\$ -
	Total Project	\$ 380,595

			Tasks	Labor																			Total Hours	Total Labor Effort
Phase	Task	Activity	Basic or Special	Task Description	Chris Bosco	Todd Buckingham	Luis Reviles	Zach Garbok	Matt Willoughby	Steve James	Ryan Crimmings	Beverly Valdez	Justin Oswald	Aaron Coste	Eric Barron	Robb Orey	Michelle Dorsey	Eric Barron	Dan Koss	Prayag Bani	Nana Zhu	Sandip Goudham Fattu		
			Basic	TASK 1. PROJECT MANAGEMENT																				
			Basic	Internal Project Kickoff Meeting	2	2	6	2		2			2											
			Basic	External Project Kickoff Meeting	2	4	8	2		2			2											
			Basic	External Coordination Meeting (Up to 6)	3	12	18						4											
			Basic	Internal Coordination Meeting (Up to 6)	2	10	12						6	6			6							
			Basic	Monthly Invoice and Status Reports (Up to 20)		20																		
			Basic	Site Visits (Up to 3)		9	9																	
			Basic	Conduct Submittal Review Meeting with CITY (Up to 3)	4	10	10																	
			Basic																					
			Basic	TASK 2. PRELIMINARY (60%) DESIGN																				
			Basic	DESIGN PLANS																				
			Basic	GENERAL DESIGN																				
			Basic	COVER SHEET		1	2	2																
			Basic	INDEX OF SHEETS		1	2	2																
			Basic	GENERAL NOTES		1	4	4																
			Basic	SURVEY CONTROL AND PROJECT LAYOUT		1	4	8																
			Basic	ALIGNMENT DATA		1	4	8																
			Basic	RIGHT-OF-WAY AND EASEMENT MAP		1	8	8																
			Basic	EXISTING UTILITY MAP		1	4	8																
			Basic	TYPICAL SECTIONS		2	6	8																
			Basic	REMOVAL PLAN		2	6	10																
			Basic	EROSION CONTROL PLAN		1	4	8																
			Basic	EROSION CONTROL DETAILS		1	4	8																
			Basic	CONSTRUCTION PHASING NARRATIVE AND TYPICAL SECTION		2	6	6																
			Basic	TRAFFIC CONTROL DETAILS		1	4	6																
			Basic	ROADWAY DESIGN																				
			Basic	ROADWAY KEY MAP		1	2	4																
			Basic	ROADWAY PLAN AND PROFILE		6	40	40																
			Basic	SIDESTREET PLAN AND PROFILE		4	8	16																
			Basic	DRIVEWAY PROFILE		2	4	8																
			Basic	ROADWAY DETAILS		1	2	6																
			Basic	CITY OF BURLESON - ROADWAY DETAILS		1	2	6																
			Basic	DRAINAGE DESIGN																				
			Basic	OVERALL DRAINAGE AREA MAP		2		16	16															
			Basic	DETAILED DRAINAGE AREA MAP		2		16	12															
			Basic	INLET AND STORM DRAIN CALCULATIONS		2		8	24															
			Basic	DRAINAGE KEY MAP		1		4	2															
			Basic	STORM DRAIN PLAN AND PROFILE		2		30	24															
			Basic	STORM DRAIN LATERAL PROFILE		2		16	12															
			Basic	DRAINAGE DETAILS		1		6	2															
			Basic	CITY OF BURLESON - DRAINAGE DETAILS		1		6	2															
			Basic	UTILITY DESIGN																				
			Basic	MINOR UTILITY ADJUSTMENT PLAN		1								8	20	4								
			Basic	CITY OF BURLESON AND CITY OF FORT WORTH - UTILITY DETAILS		1								1	6	2								
			Basic	ILLUMINATION DESIGN																				
			Basic	ILLUMINATION PLAN		1											8	20	4					
			Basic	ONCOR ELECTRIC - ILLUMINATION DETAILS		1											1	6	2					
			Basic	SIGNING AND PAVEMENT MARKING DESIGN																				
			Basic	SIGNING AND PAVEMENT MARKING PLAN		1	8	8																
			Basic	CITY OF BURLESON - PAVEMENT MARKING DETAILS		1	2	6																
			Basic	LANDSCAPE DESIGN																				
			Basic	LANDSCAPE PLAN		1	8	12																
			Basic	CROSS SECTION DESIGN																				
			Basic	CROSS SECTIONS		4	20	20																
			Basic	OPCC		2	16																	
			Basic	SPECIFICATIONS		2	16																	
			Basic	QA/QC	4					30			12											
			Basic	DELIVERABLES		4																		
			Basic																					
			Basic	TASK 3. FINAL (90% AND 100%) DESIGN																				
			Basic	90% DESIGN																				
			Basic	Progress, Update, Revise Design Plans from Previous Submittal:																				
			Basic	GENERAL DESIGN		4	8	16																
			Basic	ROADWAY DESIGN		8	30	30																
			Basic	DRAINAGE DESIGN		8		30	30															
			Basic	UTILITY DESIGN		1								4	12	2								
			Basic	ILLUMINATION DESIGN		1											4	12	2					
			Basic	SIGNING AND PAVEMENT MARKING DESIGN		1	6	8																
			Basic	LANDSCAPE DESIGN		1	6	8																
			Basic	CROSS SECTION DESIGN		4	12	12																
			Basic	OPCC		2	12																	
			Basic	SPECIFICATIONS		2	12																	
			Basic	QA/QC	4					30			8											
			Basic	CONSTRUCTABILITY REVIEW								30												
			Basic	DELIVERABLES		4																		
			Basic																					
			Basic	100% DESIGN																				
			Basic	Progress, Update, Revise Design Plans from Previous Submittal:																				
			Basic	GENERAL DESIGN		4	6	12																
			Basic	ROADWAY DESIGN		8	20	20																
			Basic	DRAINAGE DESIGN		8		20	20															
			Basic	UTILITY DESIGN		1								4	12	2								
			Basic	ILLUMINATION DESIGN		1											4	12	2					
			Basic	SIGNING AND PAVEMENT MARKING DESIGN		1	4	8																
			Basic	LANDSCAPE DESIGN		1	4	8																
			Basic	CROSS SECTION DESIGN		4	8	8																
			Basic	OPCC		2	12																	
			Basic	SPECIFICATIONS		2	12																	
			Basic	QA/QC	4			</																

City of Burleson Village Creek Parkway (from McCall Street to Aisbury Boulevard) 12/9/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 380,595
	Special Services	-
	Total Project	\$ 380,595

City of Burleson Village Creek Parkway (from McCall Street to Alsbury Boulevard) 12/9/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	380,595
	Special Services	-
	Total Project	380,595

Project Fee Summary	
Basic Services	380,595
Special Services	-
Total Project	380,595

Tasks					Expenses								Subconsultants					Total	
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Total Expense Effort	Yellow Rose Mapping	Yellow Rose Mapping - SUE	K+K Associates	GRAM NTX	Total Sub Effort	Total Effort
			Basic	TASK 1. PROJECT MANAGEMENT									\$ -					\$ -	\$ -
			Basic	Internal Project Kickoff Meeting	16								\$ -					\$ -	\$ 2,984
			Basic	External Project Kickoff Meeting	20	50							\$ 31					\$ -	\$ 3,769
			Basic	External Coordination Meeting (Up to 6)	37								\$ -					\$ -	\$ 7,284
			Basic	Internal Coordination Meeting (Up to 6)	42								\$ -					\$ -	\$ 8,619
			Basic	Monthly Invoice and Status Reports (Up to 20)	20								\$ -					\$ -	\$ 4,844
			Basic	Site Visits (Up to 3)	18	150							\$ 94					\$ -	\$ 3,487
			Basic	Conduct Submittal Review Meeting with CITY (Up to 3)	24	150							\$ 94					\$ -	\$ 5,231
			Basic										\$ -					\$ -	\$ -
			Basic	TASK 2. PRELIMINARY (60%) DESIGN									\$ -					\$ -	\$ -
			Basic	DESIGN PLANS									\$ -					\$ -	\$ -
			Basic	GENERAL DESIGN									\$ -					\$ -	\$ -
			Basic	COVER SHEET	5								\$ -					\$ -	\$ 692
			Basic	INDEX OF SHEETS	5								\$ -					\$ -	\$ 692
			Basic	GENERAL NOTES	9								\$ -					\$ -	\$ 1,142
			Basic	SURVEY CONTROL AND PROJECT LAYOUT	13								\$ -					\$ -	\$ 1,503
			Basic	ALIGNMENT DATA	13								\$ -					\$ -	\$ 1,503
			Basic	RIGHT-OF-WAY AND EASEMENT MAP	17								\$ 2.042					\$ -	\$ 2,042
			Basic	EXISTING UTILITY MAP	13								\$ -					\$ -	\$ 1,503
			Basic	TYPICAL SECTIONS	16								\$ -					\$ -	\$ 2,015
			Basic	REMOVAL PLAN	18								\$ -					\$ -	\$ 2,195
			Basic	EROSION CONTROL PLAN	13								\$ -					\$ -	\$ 1,503
			Basic	EROSION CONTROL DETAILS	13								\$ -					\$ -	\$ 1,503
			Basic	CONSTRUCTION PHASING NARRATIVE AND TYPICAL SECTION	14								\$ -					\$ -	\$ 1,834
			Basic	TRAFFIC CONTROL DETAILS	11								\$ -					\$ -	\$ 1,322
			Basic	ROADWAY DESIGN									\$ -					\$ -	\$ -
			Basic	ROADWAY KEY MAP	7								\$ -					\$ -	\$ 872
			Basic	ROADWAY PLAN AND PROFILE	86								\$ -					\$ -	\$ 10,452
			Basic	SIDESTREET PLAN AND PROFILE	28								\$ -					\$ -	\$ 3,490
			Basic	DRIVEWAY PROFILE	14								\$ -					\$ -	\$ 1,745
			Basic	ROADWAY DETAILS	9								\$ -					\$ -	\$ 1,053
			Basic	CITY OF BURLESON - ROADWAY DETAILS	9								\$ -					\$ -	\$ 1,053
			Basic	DRAINAGE DESIGN									\$ -					\$ -	\$ -
			Basic	OVERALL DRAINAGE AREA MAP	34								\$ -					\$ -	\$ 4,436
			Basic	DETAILED DRAINAGE AREA MAP	30								\$ -					\$ -	\$ 3,809
			Basic	INLET AND STORM DRAIN CALCULATIONS	34								\$ -					\$ -	\$ 4,969
			Basic	DRAINAGE KEY MAP	7								\$ -					\$ -	\$ 917
			Basic	STORM DRAIN PLAN AND PROFILE	56								\$ -					\$ -	\$ 6,953
			Basic	STORM DRAIN LATERAL PROFILE	30								\$ -					\$ -	\$ 3,809
			Basic	DRAINAGE DETAILS	9								\$ -					\$ -	\$ 1,097
			Basic	CITY OF BURLESON - DRAINAGE DETAILS	9								\$ -					\$ -	\$ 1,097
			Basic	UTILITY DESIGN									\$ -					\$ -	\$ -
			Basic	MINOR UTILITY ADJUSTMENT PLAN	33								\$ -					\$ -	\$ 6,129
			Basic	CITY OF BURLESON AND CITY OF FORT WORTH - UTILITY DETAILS	10								\$ -					\$ -	\$ 1,919
			Basic	ILLUMINATION DESIGN									\$ -					\$ -	\$ -
			Basic	ILLUMINATION PLAN	33								\$ -					\$ -	\$ 5,445
			Basic	ONCOR ELECTRIC - ILLUMINATION DETAILS	10								\$ -					\$ -	\$ 1,725
			Basic	SIGNING AND PAVEMENT MARKING DESIGN									\$ -					\$ -	\$ -
			Basic	SIGNING AND PAVEMENT MARKING PLAN	17								\$ -					\$ -	\$ 2,042
			Basic	CITY OF BURLESON - PAVEMENT MARKING DETAILS	9								\$ -					\$ -	\$ 1,053
			Basic	LANDSCAPE DESIGN									\$ -					\$ -	\$ -
			Basic	LANDSCAPE PLAN	21								\$ -					\$ -	\$ 2,403
			Basic	CROSS SECTION DESIGN									\$ -					\$ -	\$ -
			Basic	CROSS SECTIONS	44								\$ -					\$ -	\$ 5,468
			Basic	OPCC	18								\$ -					\$ -	\$ 2,641
			Basic	SPECIFICATIONS	18								\$ -					\$ -	\$ 2,641
			Basic	QA/QC	46								\$ -					\$ -	\$ 9,603
			Basic	DELIVERABLES	4				750		5		\$ 76					\$ -	\$ 1,045
			Basic										\$ -					\$ -	\$ -
			Basic	TASK 3. FINAL (90% AND 100%) DESIGN									\$ -					\$ -	\$ -
			Basic	90% DESIGN									\$ -					\$ -	\$ -
			Basic	Progress, Update, Revise Design Plans from Previous Submittal:									\$ -					\$ -	\$ -
			Basic	GENERAL DESIGN	28								\$ -					\$ -	\$ 3,490
			Basic	ROADWAY DESIGN	68								\$ -					\$ -	\$ 8,687
			Basic	DRAINAGE DESIGN	68								\$ -					\$ -	\$ 9,347
			Basic	UTILITY DESIGN	19								\$ -					\$ -	\$ 3,469
			Basic	ILLUMINATION DESIGN	19								\$ -					\$ -	\$ 3,127
			Basic	SIGNING AND PAVEMENT MARKING DESIGN	15								\$ -					\$ -	\$ 1,772
			Basic	LANDSCAPE DESIGN	15								\$ -					\$ -	\$ 1,772
			Basic	CROSS SECTION DESIGN	28								\$ -					\$ -	\$ 3,668
			Basic	OPCC	14								\$ -					\$ -	\$ 2,102
			Basic	SPECIFICATIONS	14								\$ -					\$ -	\$ 2,102
			Basic	QA/QC	42								\$ -					\$ -	\$ 6,678
			Basic	CONSTRUCTABILITY REVIEW	30								\$ -					\$ -	\$ 6,596
			Basic	DELIVERABLES	4				750		5		\$ 76					\$ -	\$ 1,045
			Basic										\$ -					\$ -	\$ -
			Basic	100% DESIGN									\$ -					\$ -	\$ -
			Basic	Progress, Update, Revise Design Plans from Previous Submittal:									\$ -					\$ -	\$ -
			Basic	GENERAL DESIGN	22								\$ -					\$ -	\$ 2,860
			Basic	ROADWAY DESIGN	48								\$ -					\$ -	\$ 6,437
			Basic	DRAINAGE DESIGN	48								\$ -					\$ -	\$ 6,877
			Basic	UTILITY DESIGN	19								\$ -					\$ -	\$ 3,469
			Basic	ILLUMINATION DESIGN	19								\$ -					\$ -	\$ 3,127
			Basic	SIGNING AND PAVEMENT MARKING DESIGN	13								\$ -					\$ -	\$ 1,503
			Basic	LANDSCAPE DESIGN	13								\$ -					\$ -	\$ 1,503
			Basic	CROSS SECTION DESIGN	20								\$ -					\$ -	\$ 2,769
			Basic	OPCC	14								\$ -					\$ -	\$ 2,102
			Basic	SPECIFICATIONS	14								\$ -					\$ -	\$ 2,102
			Basic	QA/QC	32								\$ -					\$ -	\$ 6,858
			Basic	DELIVERABLES	4				750		5		\$ 76					\$ -	\$ 1,045
			Basic										\$ -					\$ -	\$ -

Project Fee Summary	
Basic Services	380,595
Special Services	-
Total Project	380,595

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COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Hundred Eighty Thousand Five Hundred Ninety Five Dollars (\$380,595).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	83	147
Professional 2	109	171
Professional 3	105	239
Professional 4	165	249
Professional 5	196	350
Professional 6	212	414
Construction Manager 1	104	135
Construction Manager 2	90	172
Construction Manager 3	132	163
Construction Manager 4	155	212
Construction Manager 5	192	267
Construction Manager 6	236	300
Construction Representative 1	84	86
Construction Representative 2	87	94
Construction Representative 3	99	159
Construction Representative 4	114	182
CAD Technician/Designer 1	69	144
CAD Technician/Designer 2	112	167
CAD Technician/Designer 3	146	213
Corporate Project Support 1	57	117
Corporate Project Support 2	75	186
Corporate Project Support 3	118	278
Intern / Coop	49	84

Rates for In-House Services and Equipment

Mileage	Bulk Printing and Reproduction		Equipment	
Standard IRS Rates		<u>B&W</u> <u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10 \$0.25	Pressure Data Logger (each)	\$200
	Large Format (per sq. ft.)		Water Quality Meter (per day)	\$100
	Bond	\$0.25 \$0.75	Microscope (each)	\$150
	Glossy / Mylar	\$0.75 \$1.25	Pressure Recorder (per day)	\$100
	Vinyl / Adhesive	\$1.50 \$2.00	Ultrasonic Thickness Gauge (per day)	\$275
			Coating Inspection Kit (per day)	\$275
	Mounting (per sq. ft.)	\$2.00	Flushing / Cfactor (each)	\$500
	Binding (per binding)	\$0.25	Backpack Electrofisher (each)	\$1,000
			<u>Survey Grade</u> <u>Standard</u>	
			Drone (per day)	\$200 \$100
			GPS (per day)	\$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 9, 2023

SUBJECT:

Consider approval of an ordinance amending the City of Burleson code of ordinances Chapters 2, 6, 10, 18, 44, 46, 62, and 86 amending the number of voting members and terms of members. (First Reading) (*Staff Presenter: Amanda Campos, City Secretary*)

SUMMARY:

The city council reviewed and discussed the current structure of all the city's boards, commissions, and committees with the goal in mind to increase community participation. The review covered the number of members, the qualifications, total number of existing boards, commissions, and committee, the term limits, and the absence rule.

The city council agreed the number of members appointed to each board, commission, and committee should be increased to 9 voting members. The qualifications, the absence rule, and number of existing boards, commissions, and committees should remain unchanged.

The city council agreed the term limits should be modified by changing the current term limits from 3 full terms to 2 full terms for all boards, commissions, and committee except the planning and zoning commission and youth members. The proposed amendments would change 3 full 3 year terms to 2 full 3 year terms. The planning and zoning commission terms will remain unchanged and continue to be 3 full 3 year terms. All youth member terms would change to a 1 year term with no term limits.

The transition of the these changes will be as follows:

1. Each current term of all member of all boards, commissions, and committee would remain the same as they currently are.
2. Term limits will effect members when their current term is over and under review and consideration for re-appointment.
3. The number of members will increase to 9 voting members after final approval of the ordinance (January 23, 2023) and required publication of ordinance in both a newspaper and website. Would suggest council provide for a publication date of April 1, 2023 to allow time to appoint members to the vacancies created by added numbers.

Example:

All boards except Planning & Zoning commission

Board member A current term of appointment is 2021-2024 and it is their first appointment. In 2024 if the member would like to continue to serve they would be eligible to serve another term (3 more years). Their next term would be 2024-2027 and would be their last term to serve. This would be a total of 6 years of service on that board.

Board member B current term of appointment is 2021-2024 and it is their 2nd appointment. In 2024 this member would not be able to serve another term on this board because the new term limit is 6 years. This member would serve a total of 6 years on this board.

Board member is a youth current term is 2021-2024, the youth would remain on the board serving their current term until 2024. In 2024 if they wish to continue to serve they are eligible for re-appointment but for a one year term, 2024-2025, however there are no term limits and they may serve as long as they are eligible by age. Most youth members do not serve 6 years because they are prohibited by age to serve past 17 (unless they are a senior in high school graduating when they are 18).

The proposed amendments require changes to several portions of the code of ordinance to accomplish. Chapter 2 Boards, Commissions and Committees will be amended to reflect the changes to the general rules for all boards, commissions, and committees, and will be referenced through the code of ordinances in several chapters.

Several boards, commissions, and committees when initially created were placed in portions of the code that directly reflected their purpose, therefore several portions of the code must be amended to accomplish the amendments. The chapters are as follows:

- Chapter 6 Animal Care and Control for the Animal Shelter Advisory Committee
- Chapter 10 Buildings and Building Regulations for the Building Codes and Standards Board
- Chapter 18 Cemeteries for the Cemetery Advisory Board
- Chapter 44 Water and Wastewater Impact Fees for the Capital Improvements Advisory Committee
- Chapter 46 Library for the Library Board
- Chapter 62 Planning and Development for the Planning and Zoning Commission
- Chapter 86 Landscaping, Trees and Vegetation for the Tree Board (composed of the Park Board members)

The ordinance amendment will require 2 separate readings, the first reading at this January 9, 2023 meeting with the final reading considered at the January 23, 2023 regular council meeting. After the final reading, if approved, Council Policy # 40 City Boards, Commissions, and Committee appointment process will be followed to implement the changes. The City Secretary's Office will review all members terms and communicate how the amendment will effect their service.

The Zoning Board of Adjustments and the Old Town Design Standard Review Committee require a public hearing and recommendation by the Planning and Zoning Commission because these boards were established in Appendix B, Zoning and Appendix C, Urban Design Standards of the

code of ordinances. Any amendments to these appendix require this action. These are in the process and will be heard by the Planning & Zoning Commission on January 17, 2023 and presented to city council on January 23, 2023.

OPTIONS:

- 1) City council may approve the ordinance as presented
- 2) City council may approve the ordinance with amendments
- 3) City council may deny the ordinance

RECOMMENDATION:

Staff recommends approval to accomplish the amendments expressed by the city council.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665



City of Burleson Boards & Commission

January 9, 2022 Council Meeting

Board/Commission/Committee Changes Overview

Term limits

Full term = 3 years

Current term limit = 3 full (9 years)

New term limit = 2 full (6 years)

Exception:

Planning & Zoning no change = 3 full (9 years)

Youth members

New Full term = 1 year

New term limit = No term limit

Number of Members

Current number = 5 to 7 (varies)

Voting members = varies alternates do not vote

New number = 9 voting members for ALL

An Ordinance amendment is required.
Ordinances require two readings at two separate meetings.

January 9 1st reading

January 23 Final reading

Ordinance will have an effective date of April 1, 2023. Allows time to go through appointment process.

Transition – term limits – All except P&Z and Youth

Term Transition

All members remain in their current term

Term change becomes effective at the next time for re-appointment

Member A
1st appointment

Term 2021-2024
Remains on board
until 2024

Member B
2nd appointment

Term 2021-2024
Remains on board
until 2024

Appointments in 2024

Member A – served 1 full term 3 years – Can be re-appointed for another full term

Member B – served 2 full terms 6 years – Cannot be re-appointed for another full term

Both members are eligible to be appointed to another board/commission/committee if they apply.

Transition – term limits – Planning & Zoning

Member A P&Z
1st appointment

Term 2021-2024
Remains on board
until 2024

**NO CHANGES
TO CURRENT TERMS**

Member B P&Z
2nd appointment

Term 2021-2024
Remains on board
until 2024

Appointments in 2024

Member A – served 1 full term 3 years – Can be re-appointed for another full term

Member B – served 2 full terms 6 years – Can be re-appointed for another full term

Both members are eligible to be appointed to another board/commission/committee if they apply

Transition – term limits – Youth

Term Transition

All members remain in their current term

Term change becomes effective at the next time for re-appointment

Youth Member

Term 2021-2024
Remains on board
until 2024

Appointments in 2024

Youth member– served 1 full term 3 years – Can be re-appointed for a 1 year term

Youth member – served 2 full terms 6 years – Can be re-appointed for a 1 year term

No term limits – must remain eligible. All boards/commission/committee must be 13 to 17 years of age.

Transition – 9 Voting members

- Review all boards/commission/committee to obtain how many new appointments are needed
- Follow Council Policy #40 for appointment process

Advisory
Committee on
People
w/disabilities

Animal Shelter
Advisory

Building &
Standards

Capital
Improvement
Advisory

Cemetery

Old Town Design
Standards

Library Advisory

Parks &
Recreation

Planning &
Zoning
commission

Zoning Board of
Adjustments

Zoning Board of Adjustments & Old Town Design Standards Review Committee

Found in Appendix B –Zoning and Appendix C – Urban Design Standards

- Require a Public Hearing - Planning & Zoning Commission and City Council
- January 17, 2023 Planning & Zoning Commission
- January 23, 2023 City Council Public hearing and 1st reading of Ordinance
- February 6, 2023 City Council final reading of Ordinance
- All new members appointed by April 1, 2023 following City Council Policy #40

Action Requested:

Approve ordinance amending City of Burleson Code of Ordinances Chapters 2, 6, 10, 18, 44, 46, 62, and 86 amending number of voting members and terms of members on first reading.

ORDINANCE

AN ORDINANCE AMENDING THE CITY OF BURLESON CODE OF ORDINANCES BY AMENDING SECTIONS 2-31 (APPOINTMENTS; TERMS; REMOVAL; EXCEPTIONS), 2-36 (ADVISORY COMMITTEE ON PEOPLE WITH DISABILITIES), AND 2-37 (PARK BOARD) OF CHAPTER 2 (ADMINISTRATION) BY INCREASING THE NUMBER OF VOTING MEMBERS ON CITY BOARDS, COMMISSIONS, AND COMMITTEES TO NINE AND TO LIMIT THE NUMBER OF CONSECUTIVE TERMS A MEMBER MAY SERVE ON ANY BOARD, COMMISSION, AND COMMITTEE TO TWO, EXCEPT FOR THE PLANNING AND ZONING COMMISSION AND FOR YOUTH MEMBERS, AND REESTABLISHING THE PARK BOARD; SECTION 6-16 (ANIMAL SHELTER ADVISORY COMMITTEE) OF CHAPTER 6 (ANIMAL CARE AND CONTROL) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE ANIMAL SHELTER ADVISORY COMMITTEE; SECTIONS 10-76 (APPOINTMENT AND TERMS) AND 10-78 (ORGANIZATION) OF CHAPTER 10 (BUILDINGS AND BUILDING REGULATIONS) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE BUILDING CODES AND STANDARDS BOARD; SECTIONS 18-2 (DEFINITIONS) AND 18-3 (CEMETERY ADVISORY BOARD; CREATED AND ESTABLISHED) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE CEMETERY BOARD; SECTION 44-54 (DEFINITIONS) OF CHAPTER 44 (IMPACT FEES) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; SECTIONS 46-31 (CREATED AND ESTABLISHED; NUMBER OF MEMBERS; COMPENSATION) AND 46-32 (APPOINTMENT; TERMS) OF CHAPTER 46 (LIBRARY BOARD) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE LIBRARY BOARD; SECTIONS 86-51 (CREATION AND ESTABLISHMENT) AND 86-52 (TERM OF OFFICE) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE TREE BOARD; AND SECTIONS 62-32 (MEMBERSHIP; APPOINTMENT; ATTENDING MEETINGS; COMPENSATION; REMOVAL FOR ABSENCE) AND 62-33 (TERMS OF OFFICE) OF CHAPTER 62 (PLANNING AND DEVELOPMENT) BY INCREASING THE NUMBER OF VOTING MEMBERS ON THE PLANNING AND ZONING COMMISSION TO NINE AND TO LIMITING THE NUMBER OF CONSECUTIVE TERMS A MEMBER MAY SERVE ON THE COMMISSION TO THREE, EXCEPT FOR THE YOUTH MEMBERS FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council desires to increase the number of voting members to nine (9) on certain boards, commissions, and committees in the City, specifically the Advisory Committee on People with Disabilities, Park Board, Animal Shelter Advisory Committee, Building Codes and Standards Board, Cemetery Advisory Board, Capital Improvements Advisory Committee, Library Board, Planning and Zoning Commission, and Tree Board; and

WHEREAS, including the non-voting, ex-officio youth member on the Planning and Zoning Commission, the City Council desires to increase the number of members to ten (10) on the Planning and Zoning Commission; and

WHEREAS, except for the Planning and Zoning Commission and for youth members, the City Council desires to limit the number of consecutive terms a member may serve on any board, commission, and committee to two (2); and

WHEREAS, except for youth members, the City Council desires to limit the number of consecutive terms a member may serve on the Planning and Zoning Commission to three (3); and

WHEREAS, the City Council desires to amend its ordinances as provided herein; and

WHEREAS, the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

Chapter 2 “Administration,” Article II “Boards, Commissions, Committees” is hereby amended by repealing and replacing Section 2-31 “Appointments; terms; removal; exceptions” to read as follows:

“Sec. 2-31. Appointments; terms; removal; exceptions.

- (a) All appointments to boards, commissions, and committees of the city will expire on October 1 of the year in which they would ordinarily expire. The terms shall be for three years except youth members whose term shall be one (1) year. These appointment dates will apply to all boards, commissions, and committee created by the city council.
- (b) Prior to all appointments, the city secretary shall report, in writing to the city council, the following information:
 - (1) The number of times each board has met since the beginning of that appointment year.
 - (2) The attendance record of all board members on each board, and further report any vacancies which have not been filled during the preceding appointment year.

- (c) The city council may, for cause, remove a board member at any time.
- (d) The term of each member shall not exceed two (2) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed. Planning and Zoning commission members terms shall not exceed three (3) consecutive full terms. Youth members terms have no limit except that they must remain qualified members.
- (e) Number of members for each board, commission or committee shall be nine (9) voting members.”

Section 2

Chapter 2 “Administration,” Article II “Boards, Commissions, Committees” is hereby amended by repealing and replacing Section 2-36 “Advisory Committee on People with Disabilities” to read as follows:

“Sec. 2-36. Advisory committee on people with disabilities.

- (a) *Creation.* There is hereby created an advisory committee on people with disabilities.
- (b) *Purpose.* The committee is established to encourage, assist, and enable persons with disabilities to participate in the social and economic life of the city, achieve maximum personal independence, and use and enjoy fully all public facilities available within the community.
- (c) *Number of members; terms;.* The committee membership shall be in compliance with Chapter 2, Article II, Section 2-31 (e) for number of members and Section 2-33 (a) for qualifications. Of the committee members, four shall be people with disabilities. Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).
- (d) *Duties.* The committee shall:
 - (1) Serve as an advisory body to the city council regarding problems affecting disabled persons in the city;
 - (2) Recommend to the city council measures aimed at improving city facilities to accommodate disabled persons;
 - (3) Recommend to the city council measures aimed at improving the ability of various city departments and contractors at providing services for disabled persons; and
 - (4) Perform additional duties and functions as required by the city council.”

Section 3

Chapter 2 “Administration,” Article II “Boards, Commissions, Committees” is hereby amended by adding Section 2-37 “Park Board” to read as follows:

“Sec. 2-37. Park board.

- (a) *Creation.* The Park Board creation was established in the City Charter and removed through charter election in 2013.
- (b) *Purpose.* The Board was created to recommend to the city council improvements and activities for the parks of the city.
- (c) *Number of members; terms.* The committee membership shall be in compliance with Chapter 2, Article II, Section 2-31 (e) for number of members and Section 2-33 (a) for

qualifications. Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 4

Chapter 6 “Animal Care and Control” is hereby amended by repealing and replacing Section 6-16 “Animal Shelter Advisory Committee” to read as follows:

“Sec. 6-16. Animal shelter advisory committee.

- (a) *Creation.* There is hereby created, pursuant to the Texas Health and Safety Code, § 823.005, an animal shelter advisory committee.
- (b) *Purpose.* The purpose of the committee shall be to assist animal shelters located within the city limits regarding compliance with Chapter 823 of the Health and Safety Code. Additionally, upon request of the city council, the committee may: (i) provide recommendations to the city regarding its compliance with the Texas Rabies Control Act and (ii) recommend ways to improve the efficiency and cost effectiveness of the city's animal control program.
- (c) *Number of members; terms.* The committee shall be in compliance with Chapter 2, Article II, Section 2-31 (e) for number of members and each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).
- (d) *Members.* The composition of the committee shall include at least one licensed veterinarian, at least one municipal official, at least one person whose duties include the daily operation of an animal shelter, and at least one representative from an animal welfare organization. The same person shall not be appointed to fulfill more than one of these requirements. It shall not be required for the representative of the animal welfare organization to reside within the city limits of Burleson or for the agency (s)he represents to be chartered in the City of Burleson. It shall not be required for the licensed veterinarian to reside within the city limits of Burleson if his/her primary veterinary practice is located with the city limits of Burleson.
- (e) *Vacancies.* Members of the committee shall be subject to removal at any time by the city council. Any vacancy in the membership of the committee shall be filled by the city council for the unexpired term of the member whose place has, by removal or otherwise, become vacant. Vacancies shall be filled within 60 days after the city council removes the member or within 60 days after the city council receives notice of the member's resignation.
- (f) *Meetings.* The committee shall meet a minimum of three times per calendar year, as outlined in Texas Health and Safety Code, § 823.005.
- (g) *Quorum.* A quorum of the committee shall consist of a majority of the members, excluding any vacancies. The presence of a quorum of the committee shall be required prior to a meeting being called to order.
- (h) *Voting.* Approval of all items before the committee shall require a majority vote of those in attendance.
- (i) *Rules.* The committee may adopt rules, subject to city council approval, for conduct of its meetings.”

Section 5

Chapter 10 “Buildings and Building Regulations,” Article II “Administration,” Division 3 “Building Codes and Standards Board” is hereby amended by repealing and replacing Section 10-76 “Appointment and Terms” to read as follows:

“Sec. 10-76. Appointment and terms.

- (a) *Membership.* The board membership shall be in compliance with Chapter 2, Article II, Section 2-31(e). The building official shall be an ex officio member of and shall act as secretary to the board, but shall have no vote on any matter before the board..
- (b) *Terms.* The terms of members shall be in compliance Chapter 2, Article II, Section 2-31(d).”

Section 6

Chapter 10 “Buildings and Building Regulations,” Article II “Administration,” Division 3 “Building Codes and Standards Board” is hereby amended by repealing and replacing Section 10-78 “Organization” to read as follows:

“Sec. 10-78. Organization.

The board shall hold an organizational meeting in October of each year. The board shall meet when required to carry out the duties established by this division. The board shall adopt its own rules and procedures and shall keep a record of its proceedings consistent with the provisions of this division and the requirements of law. The board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its decisions and other official actions, all which shall be filed in the office of the city secretary and kept as public records.”

Section 7

Chapter 18 “Cemeteries,” Article I “In General” is hereby amended by repealing and replacing Section 18-2 “Definitions” to read as follows:

“Sec. 18-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the members appointed by the city council under and subject to the provisions of chapter 2 of this Code.

Cemetery means a cemetery within the city limits and under the jurisdiction of the city.

Interment means the entombment or burial of the remains of a deceased person.

Memorial means any marker, monument, headstone, or structure upon or in any lot or niche, place thereupon or partially therein for identification or in memory of the interred.

Owner means the owner of record of a space, or designated representative or successor in interest.

Space means the area normally designated for a single interment.”

Section 8

Chapter 18 “Cemeteries,” Article I “In General” is hereby amended by repealing and replacing Section 18-3 “Cemetery Advisory Board; Created and Established” to read as follows:

“Sec. 18-3. Cemetery advisory board; created and established.

There is hereby created and established a cemetery advisory board. The committee membership shall be in compliance with Chapter 2, Article II, Section 2-31(e) for number of members and Section 2-33 (a) for qualifications. Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31 (d).The board shall be charged with the responsibility of recommending policies, rules, and regulations for cemeteries in the city limits under the jurisdiction of the city.”

Section 9

Chapter 44 “Impact Fees,” Article II “Water and Wastewater Impact Fees,” Division 1 “General Provisions,” Section 44-54 “Definitions,” is hereby amended by repealing and replacing the definition of “Capital improvements advisory committee (advisory committee)” to read as follows without repealing and replacing any other portion of the Section:

“Sec. 44-54. Definitions.

Capital improvements advisory committee (advisory committee). Advisory committee, appointed by the city council, consisting of a membership in compliance with Chapter 2, Article II, Section 2-31(e) for number of members and Section 2-31(d) for terms. .Not less than 40 percent shall be representatives of the real estate, development, or building industries, and, if impact fees are to be applied within the extraterritorial jurisdiction of the city, including one member representing the extraterritorial jurisdiction; or consisting of the planning and zoning commission, including one regular or ad hoc member who is not an employee of the city and which is representative of the real estate, development, or building industry, and, if impact fees are to be applied within the extraterritorial jurisdiction of the city, one representative of the extraterritorial jurisdiction area; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements of Chapter 395 of the Texas Local Government Code, and its successors.”

Section 9

Chapter 46 “Library Board,” Article II “Library Board” is hereby amended by repealing and replacing Section 46-31 “Created and Established; Number of Members; Compensation” to read as follows:

“Sec. 46-31. Created and established; number of members; compensation.

There is hereby created and established a library board for the city, the committee membership shall be in compliance with Chapter 2, Article II, Section 2-31(e) for number of members and Section 2-33(a) for qualifications. and all of whom will serve without compensation.”

Section 10

Chapter 46 “Library Board,” Article II “Library Board” is hereby amended by repealing and replacing Section 46-32 “Appointment; Terms” to read as follows:

“Sec. 46-32. Appointment; terms.

All members of the library board shall be appointed by the city council, and each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 11

Chapter 62 “Planning and Development,” Article II “Planning and Zoning Commission” is hereby amended by repealing and replacing Section 62-32 “Membership; Appointment; Attending Meetings; Compensation; Removal for Absence” to read as follows:

“Sec. 62-32. Membership; appointment; attending meetings; compensation; removal for absence.

- (a) The planning and zoning commission membership shall be in compliance with Chapter 2, Article II, Section 2-31 (e) for number of members and Section 2-33 (a) for qualifications.
- (b) The city council will consider for appointment to the commission only those persons who have demonstrated their civic interest, general knowledge of the community, independent judgment, interest in planning and zoning, and availability to prepare for and attend meetings.
- (c) Place eight shall be an ex officio, non-voting place on the commission and be designated for appointment of a student who is a resident of the city and who, at the time of appointment, is 15 to 17 years of age and enrolled in an accredited school recognized by the state commissioner of education or a home school participant. In the event that a qualified student is not identified for appointment, place eight shall remain vacant until a qualified student is identified to be appointed.
- (d) It is the intent of the city council that members shall, by reason of diversity of their individual interests and experience, constitute a commission which is broadly representative of the community.
- (e) The members of the commission shall regularly attend meetings and public hearings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.
- (f) Absences from commission meetings shall be treated in accordance with the provisions of section 2-34.”

Section 12

Chapter 62 “Planning and Development,” Article II “Planning and Zoning Commission” is hereby amended by repealing and replacing Section 62-33 “Terms of Office” to read as follows:

“Sec. 62-33. Terms of office.

Each member of the commission shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 13

Chapter 86 “Landscaping, Trees and Vegetation,” Article II “Trees and Shrubbery,” Division 2 “Tree Board” is hereby amended by repealing and replacing Section 86-51 “Creation and Establishment” to read as follows:

“Sec. 86-51. Creation and establishment.

There is hereby created and established a tree board for the city which shall consist of all of the members of the parks board.”

Section 14

Chapter 86 “Landscaping, Trees and Vegetation,” Article II “Trees and Shrubbery,” Division 2 “Tree Board” is hereby amended by repealing and replacing Section 86-52 “Term of Office” to read as follows:

“Sec. 86-52. Term of office.

Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 15

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 16

This ordinance shall be cumulative of all provisions of the City Code and other ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

Section 17

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 18

This ordinance shall be in full force and effect on and after April 1, 2023. The City Secretary shall provide for the publication of this ordinance after its passage and as provided by law.

First Reading: the _____ day of _____, 20____.

Final Reading: the _____ day of _____, 20____.

PASSED AND APPROVED this the _____ day of _____, 20____.

Chris Fletcher, Mayor

(Seal)

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney