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

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

1. CALL TO ORDER

Invocation - Danny Verdugo, Associate pastor of Burleson Adventist Church

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. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

~Introduction of Sonic, the Burleson Police K9, and special recognition of Burleson Animal Emergency Hospital. *(Staff Presenter: Doug Sandifer, Deputy Chief)*

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.

3. 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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

4. 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.

5. **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 October 3, 2022 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary).*
- B. Consider approval of an interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2022-23 in the amount not to exceed \$1,079,377. *(Staff Contact: Billy Cordell, Police Chief)*
- C. Consider approval of a minute order for the appointment of Kevin North, Assistant Director of Public Works, as voting member and Kip Dernovich, Deputy Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2022/2023. *(Staff Contact: Kip Dernovich, Deputy Director of Public Works)*
- D. Consider approval of a contract with Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony, in an amount not to exceed \$75,000. *(Staff Contact: Doug Sandifer, Deputy Chief of Police)*
- E. Consider approval of a renewal insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance to continue to be the City's stop-loss insurance providers for the City's partially self-funded insurance plan for plan year 2023 in an amount not to exceed \$680,000. *(Staff Contact: Rick DeOrdio, Director of Human Resources)*
- F. Consider approval of an engineering services contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500. *(Staff Contact: Errick Thompson, Deputy Director of Public Works)*
- G. Consider approval of a contract with Level 5 Architecture for the design of a gateway monument sign in the amount of \$62,275. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- H. Consider approval of a resolution authorizing the City's 2023 membership application to the Electric Reliability Council of Texas (ERCOT); and authorizing the City Manager to vote on

behalf of the City in all ERCOT elections. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

- I. Consider approval of a resolution closing the Burleson Public Health Authority effective October 28, 2022, and accepting the resignations of Dr. Steve Martin and Dr. John Griswell. *(Staff Presenter: K.T. Freeman, Fire Chief)*
- J. Consider approval of a purchase order for the Aruba Wireless Hardware and ClearPass management software from CDW-G, LLC, through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and authorize the City Manager to approve the reoccurring maintenance and support associated with the wireless infrastructure for five years in an amount not to exceed \$224,047.17 including contingency STATE CONTRACT DIR-TSO-4160. *(Staff Contact: James Grommersch, Chief Technology Officer)*

6. DEVELOPMENT APPLICATIONS

- A. **3321 John Jones (Case 22-135):** Hold a public hearing and consider approval of a waiver to Section 5.1.a "Street and right-of-way basic policies" of the Design Standards Manual for the design criteria for streets within the Sherwood Forest Subdivision. *(Staff Presenter: Errick Thompson, Public Works Deputy Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

7. GENERAL

- A. Consider approval of a resolution authorizing the City Manager to increase police and firefighter salaries and implement hiring incentives. *(Staff Presenter: Rick DeOrdio, Director of Human Resources)*
- B. Consider approval of a resolution authorizing City staff to obtain an appraisal and land survey of real property in Johnson County, Texas, being a portion of a tract of land commonly known as 1324 County Road 914, necessary to allow for the expansion of Lakewood Drive and for other public purposes. *(Staff Presenter: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*
- C. Consider approval of a contract with Playwell, Inc for the installation of new playground and park features at Oak Valley Park in the amount of \$283,121.86. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*
- D. Consider approval of a contract with Playworks, Inc, a sole source provider of Playwell products for the installation of new playground and park features at Elk Ridge Park in the amount of \$195,084.63. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

8. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

9. 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

-Discuss and receive direction on options legally available to incentivize a public and private partnership for the reconstruction of the Clark Park parking lot.

- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
- Discuss and receive direction on 120 NW Newton Drive, Burleson, Johnson County, Texas, for library and other 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, 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**
- 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 **12th of October 2022, 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: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: October 17, 2022

SUBJECT:

Consider approval of the minutes from the October 3, 2022 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on October 3, 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
Department: City Secretary's Office
Email: acampos@burlesontx.com
Phone: 817-429-9665

BURLESON CITY COUNCIL REGULAR MEETING

October 3, 2022
DRAFT MINUTES

COUNCIL PRESENT:

Victoria Johnson
Rick Green

Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Jimmy Stanford

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 – 4:00 PM

Invocation – Rocky Bransom.

Pledge of Allegiance to the US Flag

Texas Pledge:

2. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and give staff direction regarding the Jayellen and Wintercrest Sidewalk Improvements Project. (*Staff Contact: Errick Thompson, Public Works Deputy Director*)

Errick Thompson, Deputy Public Works Director, presented the Jayellen and Wintercrest sidewalk improvements project to the city council.

Tamara Payne left the dais at 4:24 p.m. and returned at 4:27 p.m.

B. Receive a report, hold a discussion and provide staff direction regarding public art. (*Staff Presenter: Jen Basham, Director of Parks and Recreation*).

Jen Basham, Director of Parks and Recreation, presented public art program to the city council.

11. 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

-Discuss and receive direction on a real estate contract between the Burleson 4A Economic Development Corporation, as buyer, and James Crouch and Katherine Halwes, as sellers, for 30.76 acres in Johnson County, Texas, commonly known as 2140 SW Hulen St, Burleson, Texas.

-Discuss and receive direction on SOAH Docket No. 407-22-09369, *Joshua Lott v. Burleson Police Department*, Before the State Office of Administrative Hearings.

-Discuss and receive direction on Internal Affairs Investigation IA 22-02.

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 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 for the expansion of Lakewood Drive 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 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 Spec

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 Dan McClendon and seconded by Rick Green to convene into executive session. **Time: 4:45 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

Motion was made by Victoria Johnson and seconded by Dan McClendon to reconvene into open session. **Time: 5:48 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

3. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- None.

C. Community Interest Items

- Congratulations on your retirement Stacy Singleton, Fire Marshal.
- Congratulations on your retirement Desire Choate, Police Records.
- Great turnout at the Fire Department Banquet and congratulations to the award winners.
- Thank you to the Police Department for assisting a citizen that was passing through our town.
- Join us for Founders Day, Saturday, October 8, from 10 a.m. – 4 p.m., Mayor Vera Calvin Plaza.
- Join us in celebrating Hispanic Heritage month, with Latin Food Truck night at the Brick, Friday, October 14 from 6 to 8 p.m.
- Continuing celebrating Hispanic Heritage month with a free concert, the Selena forever tribute band, Saturday, October 15, at 7:30 p.m., Mayor Vera Calvin Plaza.

Allen Taylor, Jr, City Attorney, announced that he gave the wrong ruling at our last council meeting by not allowing a citizen speak on an item.

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- 9A withdrawn.

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

- None.

5. CITIZEN APPEARANCES

- Bill Janusch, 117 NE Clinton Street, came forward with concerns about the public's ability to speak at public meetings.

Council member Tamara Payne left the dais 5:58 p.m. and returned at 6:04 p.m.

- Susan Cato, 820 Cedar Ridge Lane, came forward with concerns about the public's ability to speak at public meetings.

6. CONSENT AGENDA

A. Minutes from the September 19, 2022 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- B. CSO#3089-10-2022 minute order ratifying the 4B Community Development Service Corporation Board's action requesting the City Council pass an intention to reimburse resolution that includes an amount not to exceed \$14,915,000 for various parks and trails capital improvements as reflected in the Park and Recreation 5 year Capital Improvement Plan (CIP). (Staff Contact: *Martin Avila, Finance Director*)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- C. CSO#3090-10-2022 minute order ratifying the Burleson 4A Economic Development Corporation's approval of a resolution requesting the voluntary annexation of approximately 106 acres of land lying contiguous to Burleson city limits. (Staff Contact: *Tony McIlwain, Development Services Director*)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- D. CSO#3091-10-2022 minute order ratifying the 4A Economic Development Corporation Board's actions taken on the resolution approving the acquisition of real property along and around County Road 914 for right of way and other purposes in the name of the City of Burleson and authorizing the expenditure of funds at their October 3, 2022 meeting. (Staff Contact: *Alex Philips, Economic Development Director*)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- E. CSO#3092-10-2022 minute order ratifying the 4A Economic Development Corporation Board's action on a resolution authorizing the reimbursement of R.A. Development, Ltd., for roadway construction costs and for the limited authorization for grading, stormwater infrastructure, and roadway construction for R.A. Development, Ltd., pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$17,980,956.61 including contingency. (Staff Contact: *Eric Oscarson, Public Works Director*)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- F. CSO#3093-10-2022 minute order ratifying the 4A Economic Development Corporation Board's actions taken on the professional services contract with MMA, Inc. in the amount of \$105,000 at their October 3, 2022 meeting. (Staff Contact: *Alex Philips, Economic Development Director*)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- G. CSO#3094-10-2022 minute order ratifying the 4A Economic Development Corporation Board's action requesting the City Council pass an intention to reimburse resolution that includes an amount not to exceed \$30,000,000 for capital projects related to Chisholm Summit roadway infrastructure and industrial business park capital improvements. (Staff Contact: Martin Avila, Finance Director)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- H. CSO#3095-10-2022 minute order ratifying the 4A Economic Development Corporation Board's actions approving an amendment to the Burleson Works agreement with the Burleson Opportunity Fund. (Staff Contact: Alex Philips, Economic Development Director)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- I. CSO#3096-10-2022 minute order ratifying the 4A Economic Development Corporation Board's actions on the approval of a one-year services contract with the Burleson Area Chamber of Commerce. (Staff Contact: Alex Philips, Economic Development Director)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- J. CSO#3097-10-2022 resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Melba W. Monroe, as seller, to purchase fee simple title to approximately 48,177.36 square feet of land out of the H.G. Catlett Survey Abstract No. 185 in Johnson County, Texas. (Staff Contact: Michelle McCullough, Assistant Director of Public Works)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- K. CSO#3098-10-2022 minute order for the lease and/or purchase of library books through an existing agreement with the State of Texas Cooperative Purchasing Program from Brodart Books & Library Services in the amount not to exceed \$67,415. (Staff Contact: Sara Miller, Deputy Director-Library)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- L. CSO#3099-10-2022 professional services contract amendment with 720 Design, Inc. for year two of the Burleson Public Library's master plan and facility study in the amount not to exceed \$40,000. (Staff Contact: Sara Miller, Deputy Director-Library)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- M. CSO#4000-10-2022 first amendment to the Pre-Development Services and Cost Sharing Agreement with Jackson-Shaw Company (CSO#2070-05-2022) for the development of 555 and 295 Hidden Creek in Burleson, Texas. (Staff Contact: Alex Phillips, Economic Development Director)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- N. CSO#4001-10-2022 contract with Business Interiors for the purchase, delivery, and installation of furniture for the future parks annex facility through an interlocal cooperative purchasing agreement with Omnia Partners in the amount not to exceed \$63,887.56 (Staff Contact: Justin Scharnhorst, Purchasing Manager)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- O. CSO#4002-10-2022 resolution finding that Oncor Electric Delivery Company LLC's application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution to the company and legal counsel. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- P. CSO#4003-10-2022 resolution authorizing participation in Tarrant County's 2022- 23 HOME Investment Partnership Program that assist citizen's with homeowner rehabilitation in an amount not to exceed \$9,600. (Staff Contact: Lisa Duello, Neighborhood Services Director)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- Q. CSO#4004-10-2022 one-year services contract with the Burleson Area Chamber of Commerce in an amount not to exceed \$30,000 of HOT/MOT Occupancy Tax Funds. (Staff Contact: Alex Philips, Economic Development Director)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- R. CSO#4005-10-2022 minute order excusing council member place 3 Jimmy Stanford's absence from the October 3, 2022, October 17, 2022, and November 14, 2022 council meetings. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

7. DEVELOPMENT APPLICATIONS

- A. 4139 S Burleson Blvd (Case 22-122): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "I", Industrial for a 4.13 acre site. (First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission motion for approval passed 4-1)**

Tony McIlwain, Director of Development Services, presented Case 22-122 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:15 p.m.**

Collin Maher, 2501 Mountain View Road, Joshua, TX, representing the applicant came forward to answer any question council may have .

Mayor Fletcher continued the public hearing for later this evening. **Time: 6:25 p.m.**

9. GENERAL - MOVED

- C. CSO#4014-10-2022 five-year professional services contract with Dr. Joseph Cordova to serve as the Medical Director for the City of Burleson in the amount not to exceed \$300,000. (Staff Presenter: K.T. Freeman, Fire Chief)**

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

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

Motion passed 6-0, with Jimmy Stanford absent.

8. CHISHOLM SUMMIT

Amanda Campos, City Secretary, announced items 8A-8D (Case 22-094, Case 21-128, Case 22-093 and Case 21-127) would be presented together by Tony McIlwain, Development Services Director. Each item will be voted on separately.

- A. CSO#4006-10-2022 ordinance for voluntary annexation of approximately 234.304 acres tracts of land out of the Francis A Claridge survey, and Stephen Townsend survey, addressed as 9517 CR 1016 and located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to a previously approved development agreement - Chisholm Summit at 9517 CR 1016, Voluntary Annexation (Case 22-094). (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director)**

Mayor Fletcher opened the public hearing. **Time: 7:00 p.m.**

Justin Bond, 236 E. Ellison, Street, came forward in support of the item.

Mayor Fletcher closed the public hearing. **Time: 7:04 p.m.**

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

Motion passed 6-0, with Jimmy Stanford absent.

- B. CSO#4007-10-2022 ordinance for voluntary annexation of approximately 106.582 acres addressed as 9640 FM 1902 and 9028 CR 1019, and located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to a previously approved development agreement - Hooper Business Park at FM 1902 & CR 1019, Voluntary Annexation (Case 21-128). (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director)**

Mayor Fletcher opened the public hearing. **Time: 7:00 p.m.**

Justin Bond, 236 E. Ellison, Street, came forward in support of the item.

Mayor Fletcher closed the public hearing. **Time: 7:04 p.m.**

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- C. CSO#4008-10-2022 ordinance for a zoning change request from defaulted "A", Agriculture, to "PD" Planned Development District for properties addressed as 9517 CR 1016 for the Chisholm Summit master planned community - Chisholm Summit at 9517 CR 1016 (Case 22-093). (First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously).**

Mayor Fletcher opened the public hearing. **Time: 7:00 p.m.**

Justin Bond, 236 E. Ellison, Street, came forward in support of the item.

Mayor Fletcher closed the public hearing. **Time: 7:04 p.m.**

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

Motion passed 6-0, with Jimmy Stanford absent.

- D. CSO#4009-10-2022 ordinance for a zoning change request from defaulted "A", Agriculture, to "PD" Planned Development District for properties addressed as 9640 FM 1902 and 9028 CR 1019 for a future business park - Hooper Business Park at FM 1902 & CR 1019 (Case 21-127). *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)***

Mayor Fletcher opened the public hearing. **Time: 7:00 p.m.**

Justin Bond, 236 E. Ellison, Street, came forward in support of the item.

Mayor Fletcher closed the public hearing. **Time: 7:04 p.m.**

Motion made by Victoria Johnson and seconded by Ronnie Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

Amanda Campos, City Secretary, announced items 8E-8G would be presented together by Eric Oscarson, Public Works Director. Each item will be voted on separately.

- E. CSO#4010-10-2022 resolution approving the final design of the roadway improvements for Lakewood Drive, authorizing the reimbursement of R.A. Development, Ltd., for roadway construction costs and for the limited authorization for grading, stormwater infrastructure, and roadway construction for R.A. Development, Ltd., pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$17,980,956.61, including contingency. *(Staff Presenter: Eric Oscarson, Public Works Director)***

Motion made by Dan McClendon and seconded by Victoria Johnson to approve with modification to final design to allow for the sidewalks along Lakewood Drive to follow parallel the curvilinear path of Lakewood Drive.

Motion passed 6-0, with Jimmy Stanford absent.

- F. CSO#4011-10-2022 resolution authorizing a community facilities contract with RA Development, LTD, for the construction of approximately 8,800 linear feet of Lakewood Drive, authorizing the City Manager to execute the contract on behalf of the City, and authorizing the City Attorney to make any necessary further changes to the contract. *(Staff Presenter: Eric Oscarson, Public Works Director)***

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

Motion passed 6-0, with Jimmy Stanford absent.

- G. CSO#4012-10-2022 resolution identifying funds associated with Phase 2 and 3 sewer infrastructure design and construction improvements pursuant to the Chapter 380 Economic Development and Performance Agreement for the Chisholm Summit development. (Staff Presenter: Eric Oscarson, Public Works Director)**

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

Motion passed 6-0, with Jimmy Stanford absent.

7. DEVELOPMENT APPLICATIONS – CONTINUED ITEM

- A. 4139 S Burleson Blvd (Case 22-122): Hold a public hearing and consider approval of an ordinance for a zoning change request from “A”, Agricultural to “I”, Industrial for a 4.13 acre site. (First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission motion for approval passed 4-1)**

Mayor Fletcher reopened the public hearing. **Time: at 7:22 p.m.**

Collin Maher, 2501 Mountain View Road, Joshua, TX, representing the applicant came forward requesting industrial zoning.

Mayor Fletcher closed the public hearing. **Time: 7:30 p.m.**

Motion made by Dan McClendon and seconded by Victoria Johnson to deny.

Motion to deny passed 6-0, with Jimmy Stanford absent.

9. GENERAL

- A. ~~Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Sebastiano and Cristin Leoni, as sellers, to purchase fee simple title to a tract of land commonly known as 120 NW Newton Drive, Burleson, Johnson County, Texas. (Staff Presenter: DeAnna Phillips, Community Services Director)-~~ WITHDRAWN**

Item 9A was withdrawn under Section 4A.

Council member Tamara Payne left the dais at 7:31 p.m. and returned at 7:34 p.m.

- B. CSO#4013-10-2022 resolution declaring intention to reimburse an amount not to exceed \$65,100,000 for capital projects related to Chisholm Summit roadway infrastructure, industrial business park, various parks and trail improvements, improvements in Old Town and Ellison Street project within the Tax Increment Reinvestment Zone #2, improvements and extensions to water and sewer systems, public safety improvements, streets, drainage and public mobility infrastructure improvements including traffic signal improvement, median improvements, and the acquisition of right-of-way throughout the City. The**

resolution will allow the ability to begin incurring capital expenditure cost on these project with the intent of reimbursing the cost incurred with proceeds from bond debt to be issued at a future date, and placing time restrictions on the issuance of tax-exempt obligations. *(Staff Presenter: Martin Avila, Finance Director)*

Martin Avila, Finance Director, presented a resolution to the city council.

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 6-0, with Jimmy Stanford absent.

C. CSO#4014-10-2022 five-year professional services contract with Dr. Joseph Cordova to serve as the Medical Director for the City of Burleson in the amount not to exceed \$300,000. *(Staff Presenter: K.T. Freeman, Fire Chief)*

Item was discussed and voted on above prior to Section 8 Chisholm Summit.

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Designated parking signs for Heritage Foundation (3) with hours of operation listed.

11. RECESS INTO EXECUTIVE SESSION

- *Item 11 was also discussed above following item 2. Reports and Presentations.*

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

- Discuss and receive direction on a real estate contract between the Burleson 4A Economic Development Corporation, as buyer, and James Crouch and Katherine Halwes, as sellers, for 30.76 acres in Johnson County, Texas, commonly known as 2140 SW Hulen St, Burleson, Texas.
- Discuss and receive direction on SOAH Docket No. 407-22-09369, *Joshua Lott v. Burleson Police Department*, Before the State Office of Administrative Hearings.
- Discuss and receive direction on Internal Affairs Investigation IA 22-02.

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 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 for the expansion of Lakewood Drive 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 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 Spec
- 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 Rick Green and seconded by Victoria Johnson to convene into executive session. **Time: 7:42 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

Motion was made by Dan McClendon and seconded by Rick Green to reconvene into open session. **Time: 8:06 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

ADJOURNMENT

Motion made by Victoria Johnson and Dan McClendon to adjourn.

Mayor Fletcher adjourned the meeting. **Time: 8:07 p.m.**

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT:

FROM: Billy J. Cordell, Chief of Police

MEETING: October 17, 2022

SUBJECT:

Consider approval of an interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2022-23 in the amount not to exceed \$1,079,377. *(Staff Contact: Billy Cordell, Police Chief)*

SUMMARY:

The Burleson Independent School District (BISD) and the City of Burleson share costs for school resource officers (SRO), vehicles and equipment to serve BISD campuses. For fiscal year 2022-23, BISD and the City of Burleson approved three (3) additional SROs, bring the total number of SROs to eleven (11) with one (1) sergeant and ten (10) officers. The additional SROs will base at BISD campuses.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approval of the agreement

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

On September 12, 2022, the Burleson Independent School Board of Education approved the agreement for eleven (11) SROs in the amount of \$1,079,377.

FISCAL IMPACT:

One million seventy-nine thousand, three hundred seventy-seven dollars (\$1,079,377)

STAFF CONTACT:

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

**INTERLOCAL AGREEMENT BETWEEN
CITY OF BURLESON
AND
BURLESON INDEPENDENT SCHOOL DISTRICT
FOR
POLICE/SCHOOL LIAISON OFFICERS
FISCAL YEAR 2022-23**

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the CITY OF BURLESON, a Texas home-rule municipality (the "CITY"), and the BURLESON INDEPENDENT SCHOOL DISTRICT, an independent school district located in Johnson and Tarrant County, Texas ("BISD"), may jointly exercise the power to provide governmental services for public health, safety, and general welfare; and

WHEREAS, the parties desire to enter into this Interlocal Agreement (this "Agreement"), for the provision of police services by the CITY in BISD's high schools, junior high schools, and elementary schools within the limits of both the CITY and BISD; and

WHEREAS, all obligations of the parties shall be funded from their respective available current revenues; and

WHEREAS, the parties agree that the payment amounts specified herein fairly compensates the performing party for the services and functions under this Agreement.

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered between the CITY and BISD for the mutual considerations stated herein and shall be effective upon execution by both parties:

1. SCOPE OF AGREEMENT

CITY shall provide eleven (11) employees for fiscal 2022-23 who are certified police officers for the local school resource liaison program to be assigned at BISD campuses. One (1) of the eleven (11) certified police officers will hold the rank of Sergeant and exercise direct supervision over the ten (10) other police officers.

2. TERM OF AGREEMENT

The term of the Agreement shall be for a period of twelve (12) consecutive months beginning the 1st day of October 2022 and ending the 30th day of September 2023.

3. PAYMENT FOR SERVICES

BISD shall pay CITY the sum of ONE MILLION SEVENTY-NINE THOUSAND THREE HUNDRED SEVENTY-SEVEN AND NO/100s DOLLARS (\$1,079,377.00) per year for

services rendered by school resource liaison officers. Payment for service shall be made quarterly upon receipt of billing from CITY after agreement execution by both parties.

BISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event of liaison officer being absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military or bereavement leave. However, CITY agrees to make a reasonable effort to fill the vacancy with other certified officers.

In the event CITY exercises its right to reassign one or more school resource liaison officers when, in the sole judgment of CITY, their services are required in response to a citywide or major emergency for more than seven (7) consecutive days, payment for service shall be reduced on a prorated basis. Notwithstanding the above, the parties agree that the three (3) new school resource officer positions provided for and described in Exhibit A have not yet been recruited or assigned as of the date of this Agreement. Accordingly, BISD shall not be entitled to reduction in a payment for service for these new school resource officer positions while the positions are waiting to be filled and staffed. The CITY will make a reasonable effort to fill the positions from existing personnel as quickly as possible while new officers are hired and trained; however, maintaining sufficient staffing in the police department patrol section, as determined by the City in its sole discretion, shall take precedence.

4. INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the manner in which CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between BISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of BISD employees and shall not be considered in any manner to be BISD employees.

5. INSURANCE

CITY shall provide insurance coverage of officers. CITY shall also provide, during the term of this Agreement, worker's compensation insurance including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement.

6. AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of 2022-23 fiscal year. BISD shall have no liability for payment of any money for services performed after the end of this Agreement.

7. TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving ninety (90) days written notice of termination to the other party. Payments made to CITY by BISD prior to termination shall be non-refundable.

8. ASSIGNMENT

Neither party shall assign, transfer or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

9. WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

10. PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Johnson/Tarrant County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Johnson County, Texas.

11. NOTICES

Notices to BISD shall be deemed given when delivered in person to the Superintendent of Schools of BISD, or on the next business day after the mailing of said notice addressed to BISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 1160 SW Wilshire, Burleson, TX 76028.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to CITY by United States mail, certified or return receipt requested, and postage paid at 141 W. Renfro, Burleson, TX 76028.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

12. SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws; (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

13. ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

(Remainder of Page Intentionally Left Blank)

RESOLVED AND ENTERED into this the _____ day of _____, 2022, by the CITY OF BURLESON signing by and through its mayor duly authorized to execute this Agreement as approved by Burleson City Council on _____, 2022, and by the BURLESON INDEPENDENT SCHOOL DISTRICT, signing by and through its president duly authorized to execute this Agreement as approved by the BISD Board of Trustees on _____, 2022.

CITY:

BISD:

By: _____
Chris Fletcher Date
Mayor, City of Burleson

By:  _____
Staci Elsner Date
President, BISD Board of Trustees

ATTEST

ATTEST

Amanda Campos
City Secretary, City of Burleson

 _____
Jeri McNair
Secretary, BISD Board of Trustees

Approved as to Form:

By: _____
Matt Ribitzki
Deputy City Attorney

Exhibit A

BISD Costs for SRO Services

Fiscal 2022-23

| Officer | F2022-23 Step Grade | Salary and Benefits | BISD Costs |
|---------------------------------------|------------------------|------------------------|-------------------|
| New SRO Officer #1 (Step 1) | 1 | \$ 115,805 | \$ 57,902 |
| New SRO Officer #2 (Step 1) | 1 | 115,805 | 57,902 |
| New SRO Officer #3 (Step 1) | 1 | 115,805 | 57,903 |
| Officer S. Bartlett | 9 | 144,336 | 72,168 |
| Officer T. Brown | 9 | 144,336 | 72,168 |
| Officer N. Grace | 9 | 144,336 | 72,168 |
| Officer K. Martin | 9 | 144,336 | 72,168 |
| Officer B. Rousseau | 9 | 144,336 | 72,168 |
| Officer B. Schaefer | 9 | 144,336 | 72,168 |
| Officer N. Thorne | 9 | 144,336 | 72,168 |
| Sergeant R. Sherman | 5 | 172,758 | 86,379 |
| Salary and Benefits Sub Total: | | \$ 1,530,525 | \$ 765,262 |

| Other Description (Quantity) Per Year | Per Item Cost | Total Cost for Items | BISD Costs |
|--|-------------------|-------------------------|-------------------|
| (3) New SRO Recruitment/Hiring Costs | \$ 1,500 | \$ 4,500 | \$ 2,250 |
| (3) New SRO Training and Ammo | 3,200 | 9,600 | 4,800 |
| (3) New SRO Uniforms | 2,400 | 7,200 | 3,600 |
| (3) New SRO Portable Radio | 2,900 | 8,700 | 4,350 |
| (3) New SRO Vest Purchase/Replace | 1,200 | 3,600 | 1,800 |
| (3) New SRO Officer Equipment | 6,250 | 18,750 | 9,375 |
| (3) New SRO 2nd M4 for Campus + Gun Safe | 2,600 | 7,800 | 3,900 |
| (3) New SRO Vehicle Equipment | 5,250 | 15,750 | 7,875 |
| (3) New Vehicle Purchase | 80,000 | 240,000 | 120,000 |
| (11) Vehicle Replacement Contributions | 22,510 | 247,610 | 123,805 |
| (11) Vehicle Fuel/Maintenance | 4,000 | 44,000 | 22,000 |
| (8) Officer Training and Ammo | 950 | 7,600 | 3,800 |
| (8) Portable Radio Service Fee | 700 | 5,600 | 2,800 |
| (8) Mobile (vehicle mount) Radio Service Fee | 700 | 5,600 | 2,800 |
| (8) Officer Vest Replacements | 240 | 1,920 | 960 |
| Other Costs: | \$ 134,400 | \$ 628,230 | \$ 314,115 |

BISD Fiscal 2022-23 Total:

\$ 1,079,377



Burleson Police Department

School Resource Officer Interlocal with Burleson ISD

School Resource Officer (SRO) Service Fee for BISD

- Current SRO staffing is one SRO sergeant and seven SRO officers assigned to BHS (2 Off), CHS (2 Off), Hughes MS (1 Off), Kerr MS (1 Off), Steam MS (1 Sgt), and Game Development Design campus (1 Off)
- Increase SROs at BISD campuses from eight to eleven with the addition of three new SRO positions funded in F2022-23 budget
- Interlocal specifies that BISD shall not be entitled to a reduction in payment for service for the new SRO positions while they are waiting to be filled and staffed
- Burleson will make a reasonable effort to fill the positions from existing personnel as quickly as possible but sufficient staffing in the patrol section shall take precedence
- Increase officer presence within BISD by adding three SROs, vehicles, and equipment (co-funded with BISD)
- Cost per entity (BISD/CoB): \$1,079,377 apiece. An increase of 57% from last year (\$684,389)
- With approval, supervision span of control will increase from 1:7 to 1:10 and will require one of the new positions to be upgraded to a sergeant position (based on Matrix study analysis/recommendations)
- This Interlocal for eleven SROs for F2022-23 was approved by Burleson Independent School Board of Education on September 12, 2022, in the amount of \$1,079,377

SRO Staffing History

| Officer Rank | Sergeant Rank | Year Added | Notes |
|--------------|---------------|------------|--|
| 1 | | 1988 | * DARE Officer (eventually assigned to Kerr as an SRO in 2000-01) |
| 1 | | 1993 | Burleson High School (1st one) |
| 1 | | 1994 | Hughes Middle School (1st middle school SRO) |
| 1 | | 1999 | 2nd SRO at BHS high school (eventually goes to CHS when it opens in F2010-11) |
| | 1 | F2018-19 | Sergeant SRO added and assigned to STEAM Middle School |
| 1 | | F2020-21 | SRO at Realm Middle School (now Game Development Design campus) |
| 2 | | F2021-22 | 2nd SRO at each high school (BHS/CHS) |
| 2 | 1 | F2022-23 | Proposed |
| 9 | 2 | | SRO Staffing Total |

** Original DARE officer (1988) was not assigned to a campus until Kerr opened in 2000-01*

Additional Info: 2000-01 Kerr Middle School opened
2010-11 Centennial High School opened

Questions / Comments

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Kip Dernovich, Deputy Director of Public Works

MEETING: October 17, 2022

SUBJECT:

Consider approval of a minute order for the appointment of Kevin North, Assistant Director of Public Works, as voting member and Kip Dernovich, Deputy Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2022/2023. *(Staff Contact: Kip Dernovich, Deputy Director of Public Works)*

SUMMARY:

The City of Burleson receives all of its treated drinking water from the City of Fort Worth and sends all of its wastewater for treatment to the City of Fort Worth. The City entered into an agreement for wastewater service with the City of Fort Worth with a term from May 8, 2017 through September 30, 2037. The City entered into an agreement for drinking water service with the City of Fort Worth with a term from January 1, 2011 through September 30, 2031.

Article 15 of the water agreement and Article 23 of the wastewater agreement state that the City of Burleson shall annually appoint a representative to be a voting member of the Wholesale Customer/Wastewater Advisory Committee of which the wholesale customers make up the membership.

The purpose of the committee appointment is to consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets and additional wholesale customers.

OPTIONS:

- 1) Approve of a minute order for the annual appointment of Kevin North, Assistant Director of Public Works, as voting member and Kip Dernovich, Deputy Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2022/2023.
- 2) Approve different people as annual appointment of voting member and alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2022/2023.

RECOMMENDATION:

Approve of a minute order for the annual appointment of Kevin North, Assistant Director of Public Works, as voting member and Kip Dernovich, Deputy Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2022/2023.

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

None

FISCAL IMPACT:

None

STAFF CONTACT:

Name: Kip Dernovich

Title: Deputy Director of Public Works

kdernovich@burlesontx.com

817-426-9842

CITY OF FORT WORTH'S WHOLESALE WATER & WASTEWATER CUSTOMER ADVISORY COMMITTEE APPOINTMENT

FY 2022/2023



BACKGROUND

- **CITY OF BURLESON HAS AGREEMENTS WITH THE CITY OF FORT WORTH FOR DRINKING WATER SERVICES AND WASTEWATER TREATMENT**
 - Water Agreement - Jan 1, 2011 through Sept 30, 2031
 - Wastewater Agreement - May 8, 2017 through Sept 30, 2037
- **THE AGREEMENTS REQUIRE ANNUAL APPOINTMENT OF MEMBERSHIP TO THE WATER AND WASTEWATER WHOLESALE CUSTOMER ADVISORY COMMITTEE**
 - Voting Member
 - Alternate Member
- **WHOLESALE CUSTOMERS (BURLESON) COMPRISE THE MEMBERSHIP OF THE ADVISORY COMMITTEE**

BACKGROUND (CONT'D)

- **PURPOSE OF THE COMMITTEE APPOINTMENT**

Purpose of the committee is to consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets and additional wholesale customers.

- **TIMING OF THE APPOINTMENT**

- City of Fort Worth is asking all customer cities to appoint committee members in October 2022 for the 2022/2023 fiscal year.

- **CITY COUNCIL'S PREVIOUS APPOINTMENT**

- Voting Member - Kevin North, Assistant Director of Public Works
- Alternate Member - Martin Avila, Director of Finance

RECOMMENDATION

- **STAFF'S RECOMMENDATION FOR 2022/2023 APPOINTMENT**
 - Voting Member - Kevin North, Assistant Director of Public Works
 - Alternate Member - Kip Dernovich, Deputy Director of Public Works

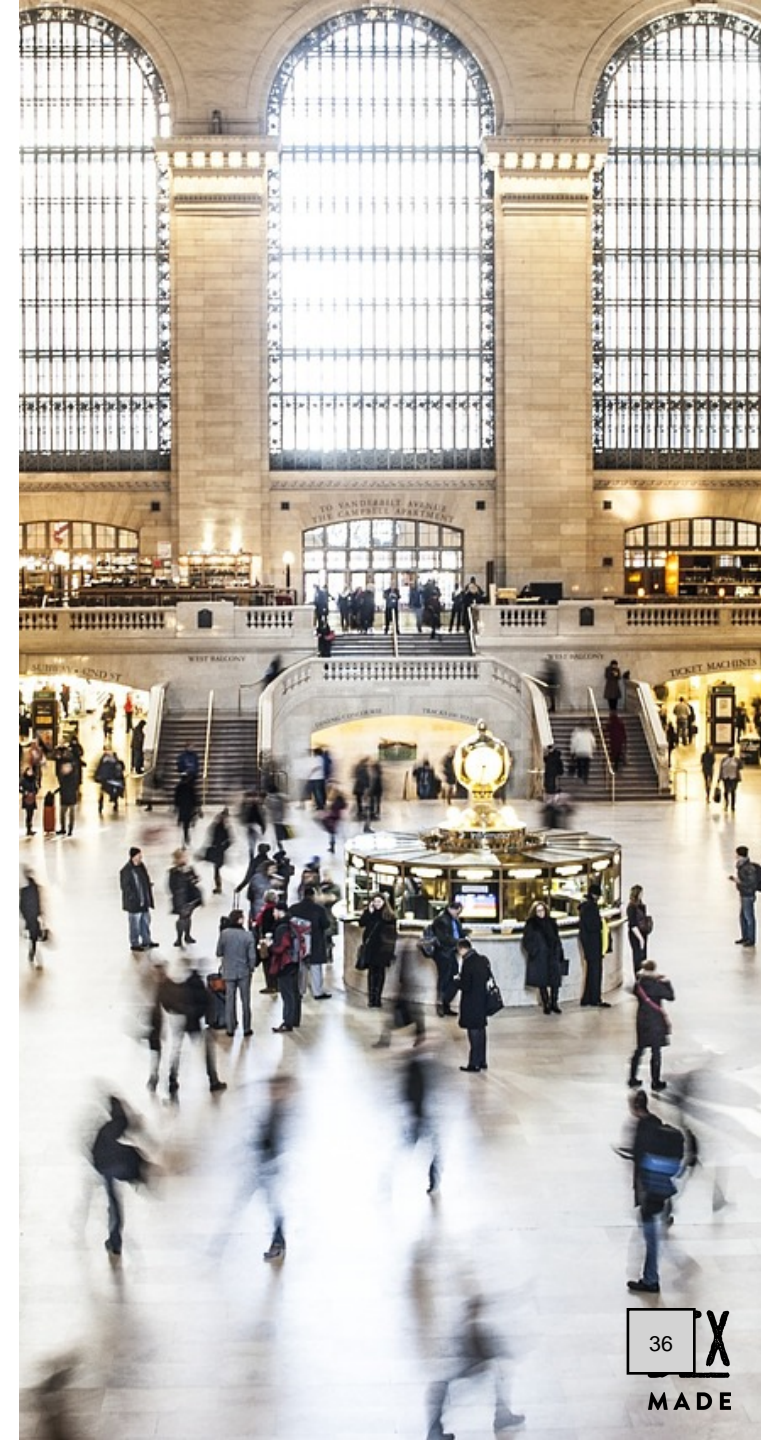
OPTIONS



APPROVE OF A MINUTE ORDER FOR THE APPOINTMENT OF KEVIN NORTH, ASSISTANT DIRECTOR OF PUBLIC WORKS, AS VOTING MEMBER AND KIP DERNOVICH, DEPUTY DIRECTOR OF PUBLIC WORKS, AS THE ALTERNATE MEMBER OF THE WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE FOR FISCAL YEAR 2022/2023.



APPROVE DIFFERENT PEOPLE AS VOTING MEMBER AND ALTERNATE MEMBER OF THE WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE.





APPOINTMENT FORM
Wholesale Water and Wastewater Customer Advisory Committee

DATE: _____

WHOLESALE CUSTOMER: City of Burleson

Check all that apply: ☐ Water ☐ Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2022 through September 30, 2023.

Voting Member:

Kevin North
Name
Assistant Director of Public Works
Title
(817)426-9839
Office Phone
(817)897-3587
Cell Phone
knorth@burlesontx.com
Email Address

Mailing Address:

725 SE John Jones Drive
Burleson, Texas 76028

Alternate Member

Kip Dernovich
Name
Deputy Director of Public Works
Title
(817)426-9842
Office Phone
(817)505-6627
Cell Phone
kdernovich@burlesontx.com
Email Address

Mailing Address:

725 SE John Jones Drive
Burleson, Texas 76028

Signature of Mayor/Board President

Official Seal

Please complete and return as soon as possible, but no later than October 31, 2022 to:

WaterWholesale@fortworthtexas.gov

or

City of Fort Worth
Water Utility Billing Section/Wholesale
P. O. Box 870
Fort Worth, Texas 76101

City Council Regular Meeting

DEPARTMENT: Police
FROM: Billy J. Cordell, Chief of Police
MEETING: October 17, 2022

SUBJECT:

Consider approval of contract with Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony, in an amount not to exceed \$75,000. (*Staff Contact: Doug Sandifer, Deputy Chief of Police*).

SUMMARY:

The Burleson Police Department utilizes lab services provided by Armstrong Forensic Laboratory, Inc. for narcotics testing, quantified THC testing, and courtroom testimony. Armstrong Forensic Laboratory, Inc. offers their services without a contract and the department is charged per test. Due to historical usage of Armstrong Forensic Laboratory, Inc. and the discontinuation of obtaining laboratory services through a previously utilized laboratory, the Burleson Police Department anticipates the expense of obtaining forensic services through Armstrong Forensic Laboratory, Inc. not to exceed \$75,000.00 for FY22-23.

Pursuant of Texas Local Government Code 2254.002(2)(X), this expense is exempt from the City of Burleson's competitive bidding procedures.

Account Number: 001-301-421-5508
Requisition Number: 36767

OPTIONS:

- 1) Approve the minute order
- 2) Adjust the minute order
- 3) Deny the minute order

RECOMMENDATION:

It is the department's recommendation to approve the minute order

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

FISCAL IMPACT:

\$75,000.00

STAFF CONTACT:

Doug Sandifer

Deputy Chief of Police

817-426-9917

dsandifer@burlesontx.com



Burleson Police Department

Armstrong Forensic Laboratory—October 17, 2022

Deputy Chief Doug Sandifer

Forensic Services

- The Burleson Police Department utilizes Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony
- The Burleson Police Department has utilized two primary laboratories for forensic services in the past, but will be discontinuing the use of the second laboratory during FY22-23.
 - Due to historical usage of Armstrong Forensic Laboratory, Inc., coupled with the discontinuation of additional forensic services from a previously utilized laboratory, the Burleson Police Department anticipates the expense of obtaining forensic services through Armstrong Forensic Laboratory, Inc. not to exceed \$75,000.00 for FY22-23

Options and Recommendation

Options

- Approve the Contract
- Amend the Contract
- Deny the Contract

Burleson Police Department's Recommendation is to approve the contract as written.

Questions / Comments

Armstrong

Forensic Laboratory, Inc.

2022 FEE SCHEDULE

THC Quantitation

Blood Alcohol Content

Controlled Substance Identification

Court Testimony

Analytical Cost

Armstrong's Analytical conforms to American Society of Testing Materials (ASTM) and the Scientific Working Group for Analysis of Seized Drugs (SWGDrugs) Recommendations for Code of Professional Practice.

All analysis performed in Texas by Texas Forensic Science Commission licensed analysts.

THC IDENTIFICATION AND QUANTITATION

- Microscopic Examination
 - Evidence Description
 - Weight of Evidence
- Quantitation by Gas Chromatography Flame Ionization Detectors (GC-FID)

Price:

| | |
|---|---------------|
| Green leafy/Plant Material | \$115.00/Unit |
| ECig, Edibles, Non-green leafy material | \$260.00/Unit |

BLOOD ALCOHOL CONTENT

- Gas Chromatography for Ethyl Alcohol in Blood Quantitation

Price:

| | |
|-----|--------------|
| BAC | \$95.00/Unit |
|-----|--------------|

CONTROLLED SUSTANCE AND PHARMUECTICAL IDENTIFICATION

- Microscopic Examination
 - Evidence Description
 - Weight of Evidence
- Dual Category A Identification
 - Fourier Transform Infrared Spectrometry (FTIR)
 - Gas Chromatography Mass Spectrometry (GCMS)

Price:

| | |
|---|--------------------|
| Controlled Substances Full Scan | \$130.00/Unit |
| Additional Component(s) Reported, Same Sample | \$ 55.00/Component |
| Quantitation of Component | \$130.00/Unit |

Standard turn-around is twenty (20) business days.

Expedited Turn-around Options:

ASAP TAT – 100% Analytical Surcharge
5 Day TAT – 50% Analytical Surcharge

Consultation and Court Fees

| Description of Service | Rate |
|--|----------------|
| <i>Andrew T. Armstrong, Ph.D., C.P.C.</i> | |
| Consultation, Travel, Phone and Standby | \$395.00/Hour |
| Court Presentation and Deposition | \$495.00/Hour |
| Video Deposition | \$595.00/Hour |
| <i>Kelly Wouters, Ph.D.</i> | |
| Consultation, Travel, Phone and Standby | \$295.00/Hour |
| Court Presentation and Deposition | \$395.00/Hour |
| Video Deposition | \$495.00/Hour |
| <i>Alexandra Easley, Ph.D.</i> | |
| Consultation, Travel, Phone and Standby | \$245.00/Hour |
| Court Presentation and Deposition | \$345.00/Hour |
| Video Deposition | \$445.00/Hour |
| <i>Additional Services</i> | |
| Affidavit of Laboratory Analysis: Upon Request | \$100.00/Case |
| Evidence Storage (6 mos.): Upon Request | \$ 75.00/Case |
| Evidence Return Shipping | \$ 55.00/Batch |

Notes:

- Controlled Substance Full Scan represents a full analysis, including weight and report of the primary controlled substance in the item or sub-sample.

Quantitative results (purity) are a separate analysis from the identification. Depending on the number of different units submitted as a single item, multiple sub-samples may be required for a representative analysis.

For evidence that must be sub-sampled to meet analytical methodologies, each sub-sample will be treated as an individual unit.

Armstrong maintains a library of reference standards including numerous synthetic drugs.

If a submitted sample contains a controlled substance not already included in Armstrong's libraries, the purchase of a reference standard may be necessary to confirm the identification.

In the event any additional cost is necessary, Armstrong will contact the Client for approval.
- Additional component(s) identified in the same sample will be reported for \$50.00 per additional component per sample.

Additional Component is considered to mean any other potentially significant analyte identified within the results; controlled or non-controlled by the State of Texas.
- Event Charges may be incurred when Armstrong is requested to provide services that require efforts beyond the scope of its standard work-shift. (Mon.- Fri., 7a.m. - 6 p.m.)

Travel Expenses are charged as a Pass Through Cost. Mileage is charged at \$0.70 per mile.

Price Acknowledgement

Pricing detailed in this Fee Schedule, is valid for one (1) year from the date of the Acknowledgement. All services proposed will be provided as the proposed cost(s) at any time those services are performed for all case work submitted within the agreement period of one (1) year. That is, should testimony on a case that was originally analyzed in the 2022 pricing period, Armstrong will perform that service at the agreed rate. Armstrong reserves the right to initiate negotiations related to any proposed service or fee for work to be submitted after the end of the 2022 agreement period.

As a standard business policy, Armstrong’s General Terms and Conditions effective at the time services are performed, will be incorporated into this proposal and any services provided by Armstrong by reference. A copy of Armstrong’s General Terms and Conditions is available on request.

This Fee Schedule is accepted and forms an agreement between signer and Armstrong Forensic Laboratory, Inc.

| | | | |
|--|---------------|------------------------|----------------|
| _____ Signature of Authorized Personnel | _____ Date | _____ Ben Armstrong | _____ Date |
| _____ Print Name and Title | | _____ President | _____ Title |
| _____ Agency | | | |

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:
2022-940845

Date Filed:
10/04/2022

Date Acknowledged:

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

Armstrong Forensic Laboratory, Inc
Arlington, 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.

Burleson Police Department

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.

2021-802446
Analytical Testing and Consulting

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Armstrong, Benjamin | Arlington, TX United States | X | |
| | Armstrong, Michael | Arlington, TX United States | X | |
| | Armstrong, Marion | Arlington, TX United States | X | |
| | Armstrong, Andrew | Arlington, TX United States | X | |
| | Armstrong, Kay | Arlington, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party. ☐


6 UNSWORN DECLARATION

My name is Benjamin Armstrong, and my date of birth is Dec 10, 1969.

My address is 330 Lochin Green Trail, Arlington Tx 76012 USA
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 4th day of October, 20 22
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Human Resources
FROM: Rick DeOrdio, Director of Human Resources
MEETING: October 17, 2022

SUBJECT:

Consider approval of a renewal insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance to continue to be the City's stop-loss insurance providers for the City's partially self-funded insurance plan for plan year 2023 in an amount not to exceed \$680,000. (*Staff Contact: Rick DeOrdio, Director of Human Resources*)

SUMMARY:

The City routinely evaluates its benefits program and cost containment programs within it. After a full analysis, and negotiations for the stop-loss insurance, the current provider, Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance agreed to renew the coverage with no increase in premiums. Staff recommends renewing the insurance coverage as presented.

OPTIONS:

- 1) Approve the insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance as outlined.
- 2) Deny the insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance as outlined and seek additional quotes.

RECOMMENDATION:

Approve the insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance as outlined.

Fiscal IMPACT:

The 2023 plan year stop loss insurance premium expense is estimated not to exceed \$680,000. Actual premium costs depend on active enrollment each month.

| Fiscal Year Costs | Monthly | Total |
|---------------------------------------|----------|-----------|
| Estimated premiums Oct – Dec 2022 | \$56,024 | \$168,072 |
| Estimated premiums Jan – Sept 2023 | \$56,024 | \$504,216 |
| Total | | \$672,288 |

STAFF CONTACT:

Rick DeOrdio
 Director of Human Resources
rdeordio@burlesontx.com
 817-426-9641



Stop Loss Insurance

Plan Year 2023

Stop Loss Insurance - Defined

The City's medical plan is a partially self-funded plan, which means we pay our own claims, but have a stop loss insurance plan to mitigate financial risk to our health plan

Stop Loss Insurance services provided:

- Insures the City (not the employee) from catastrophic claims to contain risk and maintain financial solvency (critical component to a self-funded plan)
- 2 premiums:
 - Aggregate stop loss = 120% of total expected medical and Rx claims
 - Individual stop loss = \$125K
- Managing general underwriter performs cost tracking and stop loss claims processing

Stop Loss Insurance Quotes

Managing General Underwriter / Stop Loss Insurance Provider

| Provider | 2023 Premiums (Aggregate + Individual) | 2023 Premium Change | 2023 Max Liability (Deductible + Fixed Costs) | 2023 Max Liability Increase / Decrease |
|---|---|------------------------|--|---|
| Stealth / Berkshire Hathaway (Renewal) | \$672,288 | 0% | \$4,131,614 | 0% |

** No lasers*

2022-2023 adopted budget planned for an increase in premiums for the fiscal year - \$690,000

Stealth / Berkshire Hathaway Fiscal Impact:

| Fiscal Year Cost | Monthly Premium | Total |
|---------------------------------------|-----------------|-----------|
| Estimated premiums Oct – Dec 2021 | \$56,024 | \$168,072 |
| Estimated premiums Jan – Sept 2022 | \$56,024 | \$504,216 |
| Total | | \$672,288 |

Council Action

Options:

1. Approve the insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance as outlined.
2. Deny the insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance as outlined and seek additional quotes.

Recommendation:

Approve the insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance as outlined.



Berkshire Hathaway
Specialty Insurance

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
(Domiciled in Nebraska)

APPLICATION FOR STOP LOSS INSURANCE

I. GENERAL INFORMATION

PLAN SPONSOR INFORMATION

Full Legal Name of Plan Sponsor (Applicant): City of Burleson

Street Address: 141 W Renfro St

City: Burleson

State: TX

Zip Code: 76028

Original Specific / Aggregate Effective Date:
01/01/2020

Contract Period:
12 months

Expiration Date:
12/31/2023

Policy Number
47-MSL-000338-04

Effective Date:
01/01/2023

Deposit Premium (first month's estimated premium): **\$60,856.60**

SUBSIDIARIES, AFFILIATES, DIVISIONS, AND LOCATIONS

Please list all subsidiaries, affiliates, divisions, and their locations to be covered under the Stop Loss Policy.

☒ None

Plan Service Providers

Third Party Administrator(s): United Healthcare

City: Salt Lake City

State: UT

Provider Network(s): UHC Choice Plus

States: Nationwide

Medical Management Vendor(s): United Healthcare

City: Salt Lake City

State: UT

Pharmacy Benefit Manager: OptumRx



II. SCHEDULE OF BENEFITS

ELIGIBILITY AND ENROLLMENT INFORMATION

| Covered Persons under the Plan | Specific Benefit | | Aggregate Benefit | |
|---|---|-----------------------------|---|-----------------------------|
| Active | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Retirees * <input checked="" type="checkbox"/> Pre-65 <input type="checkbox"/> 65 + | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Disabled | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Recipients of COBRA continuation coverage | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

*Assumes retirees 65 years and older are Medicare Primary

COVERAGE

Specific Stop Loss Coverage: ☒ Included ☐ Not Included

Specific Benefit Claims Basis: 60/12, PAID

Eligible expenses incurred from 01/01/2019 through 12/31/2023 and Paid from 01/01/2023 through 12/31/2023.

Specific Benefit Deductible per coverage period \$125,000 ☒ Individual

Specific Benefit Annual Maximum Eligible Expense Per Covered Person ☒ No maximum

Specific Benefit Lifetime Maximum Eligible Expense Per Covered Person ☒ No maximum

Specific Benefit Reimbursement Percentage 100%

Specific Benefits **Included**

| | | |
|------------------------|---|-----------------------------|
| Medical | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Prescription Drug Plan | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Specific Monthly Premium Rates and Enrollment

| | Rate | Covered Units |
|-----------|-----------|---------------|
| Composite | \$ 172.94 | 340 |

Aggregate Stop Loss Coverage: ☒ Included ☐ Not Included

Aggregate Benefit Claims Basis: 60/12, PAID

Eligible expenses Incurred from 01/01/2019 through 12/31/2023 and Paid from 01/01/2023 through 12/31/2023

Aggregate Benefit Maximum \$2,000,000

The Minimum Aggregate Deductible for the Policy Year Is equal to the greater of a) \$4,489,102; or b) the amount obtained by multiplying 100% of the Monthly Aggregate Deductible for the first month of the Policy Year by 12 months.



Aggregate Benefit Maximum Eligible Expenses per Covered Person \$125,000.

Aggregate Benefit Reimbursement Percentage 100%

**Aggregate Enrollment
Covered Benefits**

| | Medical | Prescription Drug Plan | Dental | STD | Vision | Other |
|--------------|---------|---------------------------|--------|-----|--------|-------|
| Composite | 340 | 340 | | | | |
| Total | 340 | 340 | | | | |

Aggregate Deductible Factors (ADF)

Covered Benefits

| | Medical | Prescription Drug Plan | Dental | STD | Vision | Other |
|-----------|------------|---------------------------|--------|-----|--------|-------|
| Composite | \$1,100.27 | Included in medical | | | | |

Aggregate Monthly Premium Rates:

Aggregate rate: \$6.05

Note: This proposal includes Plan Mirroring. Final approval is subject to receipt and review of the final SPD.

Optional Endorsements

Renewal Rate Cap 50% with No New Adjusted Specific Deductible ☒ Yes ☐ No

III. THE DISCLOSURE STATEMENT ACKNOWLEDGEMENT

The Company will rely upon the information provided on the Disclosure Statement, which will become part of this Application for the subject Stop Loss Policy, to take underwriting action on all known risks. It is the Plan Sponsor's responsibility, either directly or through their designated representative, to accurately report all claims known as of the date of the Disclosure Statement by making a thorough review of all applicable records. Such records shall include, but are not limited to, historical claims reports, disability records, and current information from administrators, insurers, utilization management companies, managed care companies, and any Agent/Broker of the Plan Sponsor.

IV. FRAUD WARNINGS

PLEASE READ THE APPLICABLE WARNING BELOW BEFORE SIGNING (REQUIRED BY STATE LAW):

AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FL: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

LA, RI, and WV: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Fraud Warnings (continued)

VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

GENERAL WARNING (OTHER STATES): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

V. CERTIFICATION AND SIGNATURE

Please return this form and all additional required documentation to Berkshire Hathaway Specialty Insurance Company.

THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE INSURANCE. IF A POLICY IS ISSUED, IT IS ISSUED IN RELIANCE UPON THIS APPLICATION AND ANY MATERIALS SUBMITTED THEREWITH OR INCORPORATED THEREIN. FURTHERMORE, IT IS AGREED THAT SUCH STATEMENTS, ATTACHMENTS, DOCUMENTS, AND MATERIALS ARE THE BASIS OF THE PROPOSED POLICY AND ARE TO BE CONSIDERED AS INCORPORATED INTO AND CONSTITUTING A PART OF THE ISSUED POLICY.

THE POLICY WILL BE VOID IF THE APPLICANT HAS CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR CIRCUMSTANCE CONCERNING THE SUBJECT OF THIS APPLICATION.

THE APPLICANT HEREBY REPRESENTS THAT THE INFORMATION CONTAINED IN THIS APPLICATION, THE DISCLOSURE STATEMENT, AND ALL INFORMATION AND DOCUMENTS OTHERWISE PROVIDED TO THE COMPANY HAS BEEN REVIEWED BY THEM AND IS TRUE AND COMPLETE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

| | |
|--|---------------|
| Name of authorized representative of Plan Sponsor (Applicant): | Title: |
| Signature of Authorized Representative: | Today's Date: |

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:
2022-942026

Date Filed:
10/07/2022

Date Acknowledged:

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

Stealth Partner Group, LLC
Dallas, 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.

1/1/2023
Stop Loss

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Bonnie Hardesty, and my date of birth is [REDACTED]

My address is 5949 Sherry Ln Ste 1170 Dallas TX 75225 USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TEXAS, on the 7 day of OCT, 20 22
(month) (year)

B Hardesty
Signature of authorized agent of contracting business entity
(Declarant)

Choose an item.

DEPARTMENT: Public Works Department

FROM: Errick Thompson, Deputy Director of Public Works

MEETING: October 17, 2022

SUBJECT:

Consider approval of an Engineering Services Contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500. *(Staff Contact: Errick Thompson, Deputy Director of Public Works)*

SUMMARY:

The extension of Alsbury Boulevard serves as a key connector to the SH121 Chisholm Trail Corridor.

Phase 1 (Candler to Hulen Street) was completed on May 31, 2018, and included the 2 inner lanes and a 10 ft. shared use path on the south side of the right-of-way limits. This Phase 1 project obtained the full 120' right-of-way to allow for future design and expansion of the outside lanes to be done at a later date.

On September 6, 2022 Council adopted the City Manager's Budget which included additional capital projects. One of those projects is Alsbury Blvd- Ph. 1B, widening from two to four lanes between Candler Dr. roundabout and Hulen St. roundabout including the northern 10 ft. shared use path. This project will complete design in fiscal year 2023 and begin construction in fiscal year 2024.

Design for Phase 2 (Hulen to CR 1020 near Prairie Grove Ln. including bridges) is currently underway and scheduled to be completed late summer 2023, with construction following in fall of 2023.

A future Phase 3 extends Alsbury Blvd. from the end of Phase 2 near Prairie Grove Ln. to CR 914 (future Lakewood Dr.). Phase 3 design procurement is underway. Staff anticipates completing the design and right-of-way acquisition for Phase 3 in Summer of 2024.

OPTIONS:

- 1) Approve an Engineering Services Contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500.00.
- 2) Deny an Engineering Services Contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500.00.

RECOMMENDATION:

Approve an Engineering Services Contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500.00.

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

N/A for specific project limits.

FISCAL IMPACT:

Fund: Impact Fees Area B

Account : 301-0000-228-0802

Amount: \$360,500.00

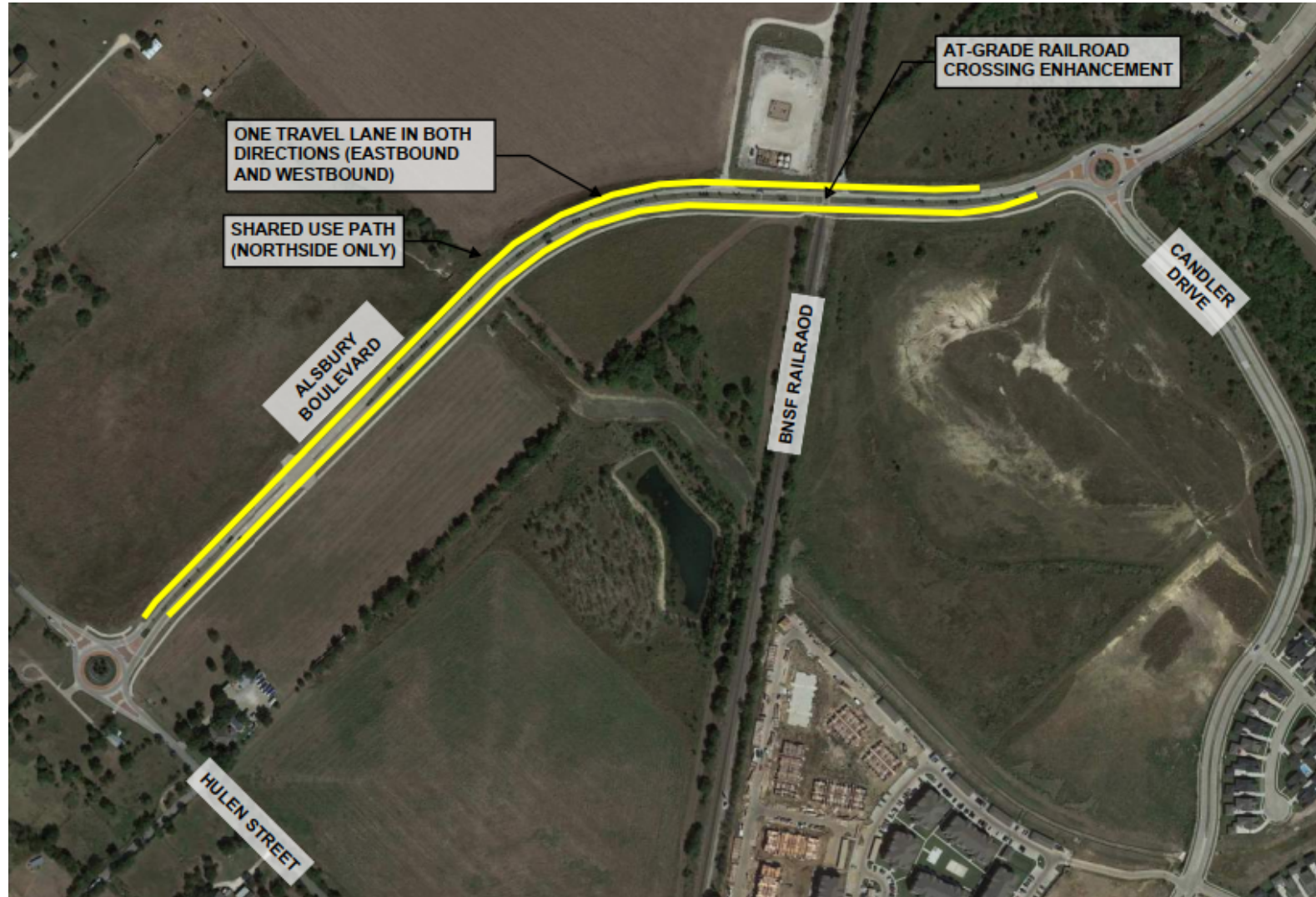
Project Number: ST2302

STAFF CONTACT:

Errick Thompson
Deputy Director – Engineering
Public Works Department
ethompson@burlesontx.com
817-426-9610

ALSBURY BLVD. -PHASE 1B

Engineering Services Contract with Freese and Nichols to complete Design.



PROJECT HISTORY

- **Overview of project significance**

Key connection to west & Alsbury Blvd extension

- **Original Phase 1**

From Candler Dr. to Hulen St.

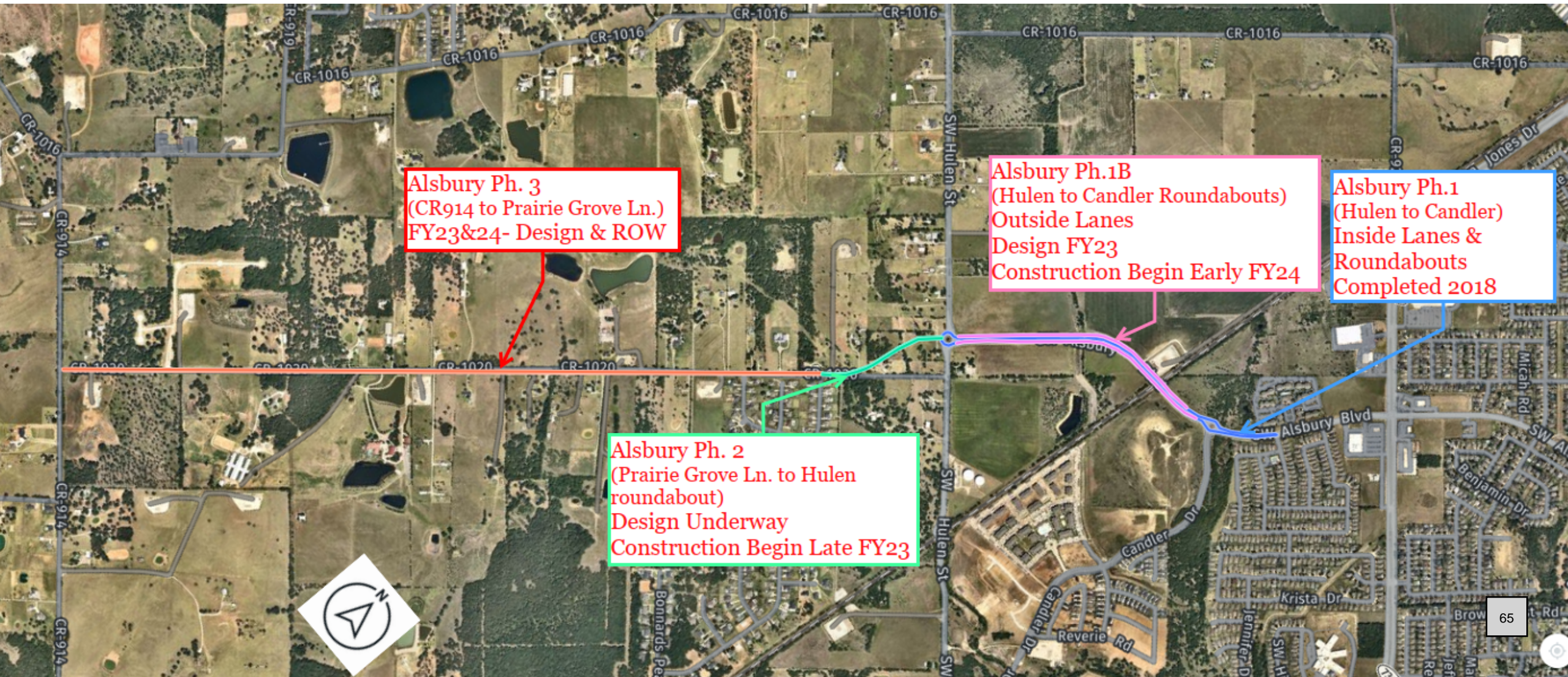
Constructed both roundabouts, inside 2 travel lanes, and south side 10 ft. shared use path

Acquired 120 ft. of right-of-way to accommodate ultimate build out (represented by Phase 1B)

- **Moving Forward (Phase 1B)**

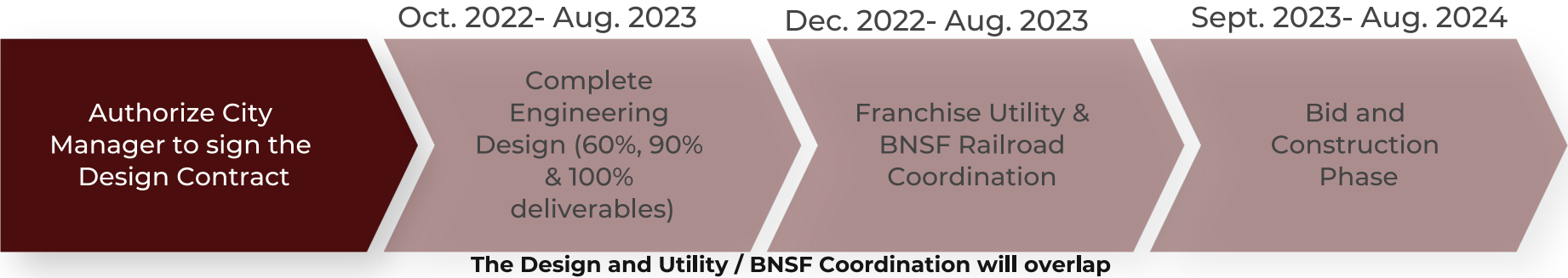
- Designs the outside travel lanes and the north side 10 ft. shared use path
- Includes BNSF Railroad Coordination to expand at grade crossing for 2 additional driving lanes
- Includes water line extension beneath BNSF railroad for future development
- Includes re-design of the storm inlets to recessed curb inlets to create wider parkways
- Includes irrigation and landscaping within the outside parkway

ALSBURY BLVD.



Next Steps

Overlapping Tasks Ahead



Funding Schedule

Project from CMO Budget list of Additional CIP Projects
FY 23 Impact Fees Zone B- \$360,500 Design
FY 24 CO's \$3,500,000 Construction



OPTIONS

- 1 Approve an Engineering Services Contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500.00.
- 2 Deny an Engineering Services Contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500.00.



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 Sixty Thousand Five Hundred Dollars (**\$360,500.00**) 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: October 12, 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 Alsbury Boulevard Widening (From Cathy Drive to Hulen Street) project (0.6 miles) for the City of Burleson (hereinafter referred to as CITY or OWNER).

With a previous project, the CITY constructed a two-lane divided roadway (one lane in each direction); however, the roadway was designed and planned in such a way that two additional travel lanes could be added on with a future project (created four-lane divided roadway). The purpose of this project is to provide design, bid (through design, bid, build process), and construction phase services to add the two additional travel lanes, a shared use path on the northside of the roadway, a widening and reconfiguration of the at-grade Burlington Northern Santa Fe (BNSF) railroad crossing, and signage and pavement marking improvements.

FNI shall perform the following engineering and technical services for the project.

WORK TO BE PERFORMED

| <u>BASIC SERVICES</u> | <u>EFFORT PER TASK</u> |
|---|------------------------|
| TASK 1. PROJECT MANAGEMENT | \$ 26,009.00 |
| TASK 2. PRELIMINARY (60%) DESIGN | \$ 73,245.00 |
| TASK 3. FINAL (90% AND 100%) DESIGN | \$ 108,662.00 |
| TASK 4. BID AND CONSTRUCTION PHASE | \$ 29,457.00 |
| TASK 5. TOPOGRAPHIC SURVEY | \$ 17,579.00 |
| TASK 6. SUBSURFACE UTILITY ENGINEERING | \$ 10,380.00 |
| TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION | \$ 5,797.00 |
| TASK 8. BNSF RAILROAD COORDINATION | \$ 26,493.00 |
| BASIC SERVICES TOTAL | \$ 297,622.00 |
| <u>SPECIAL SERVICES</u> | |
| TASK SS1. WATER LINE DESIGN | \$ 17,133.00 |
| TASK SS2. LANDSCAPE AND IRRIGATION DESIGN | \$ 23,102.00 |
| TASK SS3. DRAINAGE MODIFICATIONS | \$ 22,645.00 |
| SPECIAL SERVICES TOTAL | \$ 62,878.00 |
| BASIC AND SPECIAL SERVICES TOTAL | \$ 360,500.00 |

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 and document project update meetings (up to eight (8) meetings) with CITY Project Manager.
- Prepare and submit monthly progress reports.

ASSUMPTIONS

- Up to eight (8) 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 shall 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 DETOUR PLAN – Including layout of allowable/approved detour plan to be utilized by the 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.
- BNSF RAILROAD CROSSING LAYOUT
- RETAINING WALL PLAN AND PROFILE – Including retaining walls in conformance with City of Burleson standards for heights less than or equal to 3 feet. Retaining wall plan and profile sheets will include existing ground at retaining wall, top of wall, bottom of wall, and propped ground at retaining wall.
- ROADWAY DETAILS – Including necessary non-City of Burleson standard details.
- CITY OF BURLESON - ROADWAY 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

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 shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design Package.
- CITY will coordinate the project with the applicable franchise utility companies.

DELIVERABLES

- A. Preliminary (60%) Design Package, including plans, specifications, OPCC.

TASK 3. FINAL (90% AND 100%) DESIGN

Final (90% and 100%) Design shall 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 shall submit Final (100%) Design plans, specifications, and OPCC to the CITY per the approved Project Schedule. Each plan sheet shall 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.
- CITY will coordinate the project with the applicable franchise utility companies.

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 shall:

- CITY will notify construction news publications and publishing appropriate legal notice by distributing a Notice to Bidders. The cost for publications shall 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 shall 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 shall 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 shall:

- 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 shall 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 shall be identified. Trees six inches and larger in diameter shall 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 100 feet in width along the trail alignment. It is estimated that the selected alignment will be up to 8,500 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 shall 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 shall 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 five (5) pedestrian access easement 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 creating the dedication description for the easements, 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 B and Level A 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, PROFESSIONAL will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the CITY in advance. PROFESSIONAL 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.

PROFESSIONAL will provide up to four (4) 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 shall 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. BNSF RAILROAD COORDINATION

FNI will provide BNSF railroad coordination for the project improvements adjacent and within the railroad right-of-way. With the roadway widening, the at-grade railroad crossing improvements will include widening the existing concrete crossing surface and upgrading the two-gate quiet zone crossing to a four-gate quiet zone crossing. The following coordination tasks will be completed by FNI:

- Conduct one (1) Kickoff Coordination Meeting with BNSF
- Collect and review latest at-grade railroad standards from BNSF
- Attend one (1) diagnostic meeting and profile review notes and comments
- Provide 60%, 90%, and 100% designs to BNSF and
- Request BNSF design for crossing improvements
- Review BNSF design and cost estimate for crossing improvements
- Review existing railroad Notice of Intent (NOI) and coordinate modifications with Federal Railroad Administration (FRA)

DESIGN PHASE – SPECIAL SERVICES

FNI will complete the following special services only if authorized by the CITY.

TASK SS1. WATER LINE DESIGN

FNI will provide water line design services to extend the existing 16” water line 140 feet from the southside of the BNSF railroad crossing to the northside (with bored 24” steel casing). FNI will coordinate the permitting of the water line extension with BNSF (for limits within railroad right-of-way). The following design sheets will be prepared and submitted with the 60% design submittal.

WATER LINE DESIGN

- WATER LINE PLAN AND PROFILE – Including plan and profile sheet for the extension of the existing water line across the BNSF railroad.
- CITY OF BURLESON - WATER LINE DETAILS

TASK SS2. LANDSCAPE AND IRRIGATION DESIGN

FNI will provide landscape and irrigation design services to add street trees to the area between the back of the curb and the inside edge of the shared use path. The previous project included landscaping and irrigation to the raised median between the travel lanes. The following design sheets will be prepared and submitted with the 60% design submittal.

LANDSCAPE DESIGN

- LANDSCAPE PLANTING PLAN – Including proposed locations of tree and shrub plantings, topsoil, sod, and hydromulch in relation to the proposed improvements.
- LANDSCAPE PLANTING DETAILS

IRRIGATION DESIGN

- IRRIGATION PLAN – Including proposed locations of irrigation system and controller.
- IRRIGATION DETAILS

TASK SS3. DRAINAGE MODIFICATIONS

FNI will provide drainage modification design services to remove the existing bioretention basins (including inlet, soil, geotextile liner) and replace with a curb inlet drainage capture system. The following design sheets will be prepared and submitted with the 60% design submittal.

DRAINAGE DESIGN

- 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.
- 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.
- CITY OF BURLESON - DRAINAGE DETAILS

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, shall 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. Additional Public Involvement and Public Meeting Facility Rental.

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 C).

If FNI's services are delayed through no fault of FNI, FNI shall 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 shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, 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 shall 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



ONE TRAVEL LANE IN BOTH
DIRECTIONS (EASTBOUND
AND WESTBOUND)

SHARED USE PATH
(NORTHSIDE ONLY)

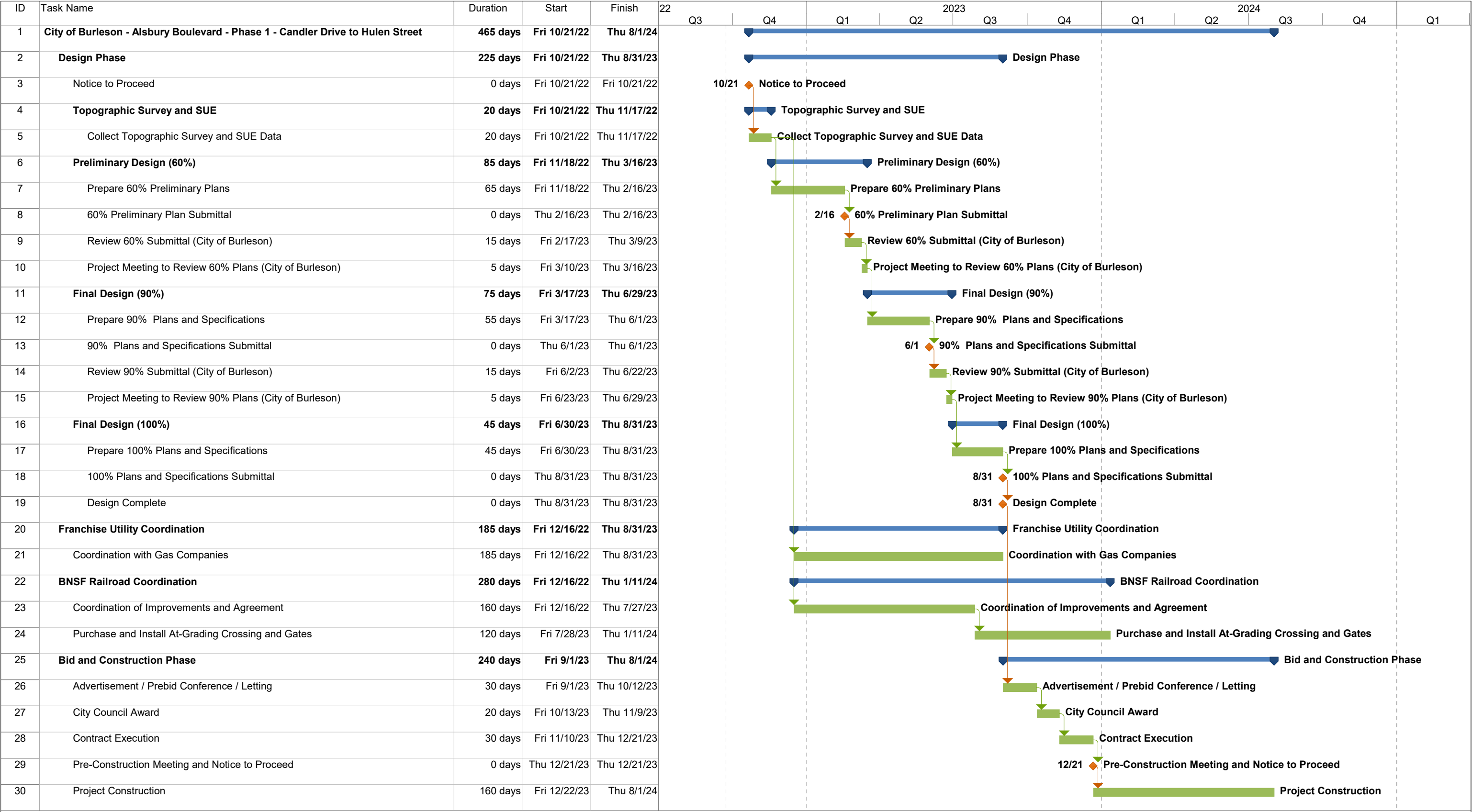
AT-GRADE RAILROAD
CROSSING ENHANCEMENT

ALSURBY
BOULEVARD

BNSF RAILROAD

CANDLER
DRIVE

HULEN STREET



Attachment C
Print Date: Fri 9/23/22

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 Bureslon Alsbury Boulevard - Phase 1 Widening 10/5/2022 Detailed Cost Breakdown | Project Fee Summary | | |
| | Basic Services | \$ | 297,622 |
| | Special Services | \$ | 62,878 |
| | Total Project | \$ | 360,500 |

| Tasks | | | | | Labor | | | | | | | | | | | | | | Total Hours | Total Labor Effort |
|-------|------|----------|------------------|--|-------------|-----------------|--------------|--------------|-------------|---------------|---------------|--------------|--------------|-----------|-------------|--------------|----------------|----|-------------|--------------------|
| Phase | Task | Activity | Basic or Special | Task Description | Chris Bosco | Todd Buckingham | Luis Reveles | Zach Garlock | Steve James | Beever Valdez | Justin Oswald | Aaron Conine | Zach Garlock | Robb Oley | Matt Milano | Zach Garlock | Henry Harshorn | | | |
| | | | Basic | TASK 1. PROJECT MANAGEMENT | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | Internal Project Kickoff Meeting | 2 | 4 | 8 | 2 | 2 | | 2 | | | | | | | 20 | \$ 3,738 | |
| | | | Basic | External Project Kickoff Meeting | 2 | 4 | 8 | 2 | 2 | | 2 | | | | | | | 20 | \$ 3,738 | |
| | | | Basic | External Coordination Meeting (Up to 4) | 2 | 12 | 12 | | | | | | | | | | | 26 | \$ 5,208 | |
| | | | Basic | Internal Coordination Meeting (Up to 4) | | 8 | 8 | | | | | | | | | | | 16 | \$ 3,016 | |
| | | | Basic | Monthly Invoice and Status Reports (Up to 8) | | 8 | | | | | | | | | | | | 8 | \$ 1,938 | |
| | | | Basic | Site Visits (Up to 3) | | 12 | 12 | | | | | | | | | | | 24 | \$ 4,524 | |
| | | | Basic | Conduct Submittal Review Meeting with CITY (Up to 3) | 4 | 6 | 6 | | | | | | | | | | | 16 | \$ 3,629 | |
| | | | Basic | TASK 2. PRELIMINARY (60%) DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | DESIGN PLANS | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | GENERAL DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | COVER SHEET | | 1 | 2 | 2 | | | | | | | | | | 5 | \$ 692 | |
| | | | Basic | INDEX OF SHEETS | | 1 | 2 | 2 | | | | | | | | | | 5 | \$ 692 | |
| | | | Basic | GENERAL NOTES | | 1 | 2 | 2 | | | | | | | | | | 5 | \$ 692 | |
| | | | Basic | SURVEY CONTROL AND PROJECT LAYOUT | | 1 | 4 | 8 | | | | | | | | | | 13 | \$ 1,503 | |
| | | | Basic | ALIGNMENT DATA | | 1 | 4 | 8 | | | | | | | | | | 13 | \$ 1,503 | |
| | | | Basic | RIGHT-OF-WAY AND EASEMENT MAP | | 1 | 4 | 8 | | | | | | | | | | 13 | \$ 1,503 | |
| | | | Basic | EXISTING UTILITY MAP | | 2 | 4 | 8 | | | | | | | | | | 14 | \$ 1,745 | |
| | | | Basic | TYPICAL SECTIONS | | 2 | 8 | 8 | | | | | | | | | | 18 | \$ 2,284 | |
| | | | Basic | REMOVAL PLAN | | 2 | 8 | 8 | | | | | | | | | | 18 | \$ 2,284 | |
| | | | Basic | ROADWAY DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | ROADWAY PLAN AND PROFILE | | 6 | 40 | 40 | | | | | | | | | | 86 | \$ 10,452 | |
| | | | Basic | BNSF RAILROAD CROSSING LAYOUT | | 6 | 20 | 20 | | | | | | | | | | 46 | \$ 5,952 | |
| | | | Basic | RETAINING WALL PLAN AND PROFILE | | 4 | 20 | 20 | | | | | | | | | | 44 | \$ 5,468 | |
| | | | Basic | DRAINAGE DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | OVERALL DRAINAGE AREA MAP | | 4 | 20 | 20 | | | | | | | | | | 44 | \$ 5,468 | |
| | | | Basic | SIGNING AND PAVEMENT MARKING DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | SIGNING AND PAVEMENT MARKING PLAN | | 2 | 8 | 8 | | | | | | | | | | 18 | \$ 2,284 | |
| | | | Basic | CROSS SECTION DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | CROSS SECTIONS | | 4 | 40 | 20 | | | | | | | | | | 64 | \$ 8,164 | |
| | | | Basic | OPCC | | 2 | 20 | | | | | | | | | | | 22 | \$ 3,180 | |
| | | | Basic | SPECIFICATIONS | | 2 | 20 | | | | | | | | | | | 22 | \$ 3,180 | |
| | | | Basic | QA/QC | 4 | | | | 30 | | 20 | | | | | | | 54 | \$ 11,454 | |
| | | | Basic | DELIVERABLES | | 4 | | | | | | | | | | | | 4 | \$ 969 | |
| | | | Basic | FRANCHISE UTILITY COORDINATION EXHIBIT AND MEETING | | 4 | 12 | 12 | | | | | | | | | | 28 | \$ 3,668 | |
| | | | 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 | 20 | | | | | | | | | | 32 | \$ 3,851 | |
| | | | Basic | ROADWAY DESIGN | | 8 | 40 | 40 | | | | | | | | | | 88 | \$ 10,936 | |
| | | | Basic | DRAINAGE DESIGN | | 8 | 20 | 20 | | | | | | | | | | 48 | \$ 6,437 | |
| | | | Basic | SIGNING AND PAVEMENT MARKING DESIGN | | 2 | 8 | 8 | | | | | | | | | | 18 | \$ 2,284 | |
| | | | Basic | CROSS SECTION DESIGN | | 4 | 20 | 20 | | | | | | | | | | 44 | \$ 5,468 | |
| | | | Basic | Create Design Plans for Current Submittal: | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | GENERAL DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | EROSION CONTROL PLAN | | 1 | 8 | 8 | | | | | | | | | | 17 | \$ 2,042 | |
| | | | Basic | EROSION CONTROL DETAILS | | 1 | 2 | 8 | | | | | | | | | | 11 | \$ 1,233 | |
| | | | Basic | CONSTRUCTION DETOUR PLAN | | 2 | 4 | 8 | | | | | | | | | | 14 | \$ 1,745 | |
| | | | Basic | TRAFFIC CONTROL DETAILS | | 1 | 2 | 8 | | | | | | | | | | 11 | \$ 1,233 | |
| | | | Basic | ROADWAY DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | ROADWAY DETAILS | | 1 | 2 | 8 | | | | | | | | | | 11 | \$ 1,233 | |
| | | | Basic | CITY OF BURESLO - ROADWAY DETAILS | | 1 | 2 | 8 | | | | | | | | | | 11 | \$ 1,233 | |
| | | | Basic | DRAINAGE DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | DRAINAGE DETAILS | | 1 | 2 | 8 | | | | | | | | | | 11 | \$ 1,233 | |
| | | | Basic | CITY OF BURESLO - DRAINAGE DETAILS | | 1 | 2 | 8 | | | | | | | | | | 11 | \$ 1,233 | |
| | | | Basic | SIGNING AND PAVEMENT MARKING DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | CITY OF BURESLO - SIGNING AND PAVEMENT MARKING DETAILS | | 1 | 2 | 8 | | | | | | | | | | 11 | \$ 1,233 | |
| | | | Basic | OPCC | | 2 | 20 | | | | | | | | | | | 22 | \$ 3,180 | |
| | | | Basic | SPECIFICATIONS | | 2 | 20 | | | | | | | | | | | 22 | \$ 3,180 | |
| | | | Basic | QA/QC | 4 | | | | 30 | | 20 | | | | | | | 54 | \$ 11,454 | |
| | | | Basic | CONSTRUCTABILITY REVIEW | | | | | | 30 | | | | | | | | 30 | \$ 6,596 | |
| | | | Basic | DELIVERABLES | | 4 | | | | | | | | | | | | 4 | \$ 969 | |
| | | | Basic | FRANCHISE UTILITY COORDINATION EXHIBIT AND MEETING | | 4 | 12 | 12 | | | | | | | | | | 28 | \$ 3,668 | |
| | | | Basic | 100% DESIGN | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | Progress, Update, Revise Design Plans from Previous Submittal: | | | | | | | | | | | | | | | \$ - | |
| | | | Basic | GENERAL DESIGN | | 4 | 8 | 20 | | | | | | | | | | 32 | \$ 3,851 | |
| | | | Basic | ROADWAY DESIGN | | 4 | 8 | 20 | | | | | | | | | | 32 | \$ 3,851 | |
| | | | Basic | DRAINAGE DESIGN | | 4 | 8 | 20 | | | | | | | | | | 32 | \$ 3,851 | |
| | | | Basic | SIGNING AND PAVEMENT MARKING DESIGN | | 4 | 8 | 20 | | | | | | | | | | 32 | \$ 3,851 | |
| | | | Basic | CROSS SECTION DESIGN | | 4 | 8 | 20 | | | | | | | | | | 32 | \$ 3,851 | |
| | | | Basic | OPCC | | 2 | 20 | | | | | | | | | | | 22 | \$ 3,180 | |
| | | | Basic | SPECIFICATIONS | | 2 | 20 | | | | | | | | | | | 22 | \$ 3,180 | |
| | | | Basic | QA/QC | 4 | | | | 30 | | 20 | | | | | | | 54 | \$ 11,454 | |
| | | | Basic | DELIVERABLES | | 4 | | | | | | | | | | | | 4 | \$ 969 | |
| | | | Basic | | | | | | | | | | | | | | | | \$ - | |

| | | |
|--|---------------------|------------|
| City of Burleson Alsbury Boulevard - Phase 1 Widening 10/5/2022 Detailed Cost Breakdown | Project Fee Summary | |
| | Basic Services | \$ 297,622 |
| | Special Services | \$ 62,878 |
| | Total Project | \$ 360,500 |

| Tasks | | | | | Labor | | | | | | | | | | | | | Total Hours | Total Labor Effort |
|------------------------|------|----------|------------------|--|-------------|-----------------|--------------|--------------|-------------|---------------|---------------|--------------|--------------|-----------|-------------|--------------|----------------|-------------|--------------------|
| Phase | Task | Activity | Basic or Special | Task Description | Chris Bosco | Todd Buckingham | Luis Reveles | Zach Garlock | Steve James | Beever Valdez | Justin Oswald | Aaron Corine | Zach Garlock | Robb Oley | Matt Milano | Zach Garlock | Henry Harshorn | | |
| | | | Basic | TASK 4. BID AND CONSTRUCTION PHASE | | | | | | | | | | | | | | | \$ - |
| | | | Basic | ATTEND PRE-BID MEETING (1) | | 4 | | | | | | | | | | | | 4 | \$ 969 |
| | | | Basic | RESPOND TO CONTRACTOR QUESTIONS DURING BIDDING | | 8 | 12 | 12 | | | | | | | | | | 32 | \$ 4,637 |
| | | | Basic | PREPARE ISSUED FOR CONSTRUCTION PLANS | | 4 | 12 | 20 | | | | | | | | | | 36 | \$ 4,390 |
| | | | Basic | ATTEND PRE-CONSTRUCTION MEETING (1) | | 4 | | | | | | | | | | | | 4 | \$ 969 |
| | | | Basic | SITE VISITS (5) | 4 | 20 | 20 | | | | | | | | | | | 44 | \$ 8,907 |
| | | | Basic | REVIEW SHOP DRAWINGS AND SUBMITTALS (10) | | 10 | 10 | | | | | | | | | | | 20 | \$ 3,770 |
| | | | Basic | PREPARE AND SUBMIT RECORD DRAWINGS | | 4 | 12 | 20 | | | | | | | | | | 36 | \$ 4,390 |
| | | | Basic | | | | | | | | | | | | | | | | \$ - |
| | | | Basic | TASK 5. TOPOGRAPHIC SURVEYING | | | | | | | | | | | | | | | \$ - |
| | | | Basic | TOPOGRAPHIC AND BOUNDARY SURVEYING | | 4 | | | | | | | | | | | | 4 | \$ 969 |
| | | | Basic | | | | | | | | | | | | | | | | \$ - |
| | | | Basic | TASK 6. SUBSURFACE UTILITY ENGINEERING | | | | | | | | | | | | | | | \$ - |
| | | | Basic | LEVEL B SUE | | 4 | | | | | | | | | | | | 4 | \$ 969 |
| | | | Basic | LEVEL A SUE (UP TO 4) | | 4 | | | | | | | | | | | | 4 | \$ 969 |
| | | | Basic | | | | | | | | | | | | | | | | \$ - |
| | | | Basic | TASK 7. TDLR/TAS PLAN REVIEW AND INSPECTION | | | | | | | | | | | | | | | \$ - |
| | | | Basic | TDLR PLAN REVIEW AND INSPECTION | | 8 | 8 | | | | | | | | | | | 16 | \$ 3,016 |
| | | | Basic | | | | | | | | | | | | | | | | \$ - |
| | | | Basic | TASK 8. BNSF RAILROAD COORDINATION | | | | | | | | | | | | | | | \$ - |
| | | | Basic | COORDINATE IMPROVEMENTS WITH BNSF | | 20 | 40 | 40 | | | | | | | | | | 100 | \$ 13,843 |
| | | | | | | | | | | | | | | | | | | | \$ - |
| | | | Special | TASK SS1. WATER LINE DESIGN | | | | | | | | | | | | | | | \$ - |
| | | | Special | WATER LINE PLAN AND PROFILE | | | | | | | | 30 | 40 | 10 | | | | 80 | \$ 13,587 |
| | | | Special | CITY OF BURLESON - WATER LINE DETAILS | | | | | | | | 8 | 12 | 2 | | | | 22 | \$ 3,545 |
| | | | Special | | | | | | | | | | | | | | | | \$ - |
| | | | Special | TASK SS2. LANDSCAPE AND IRRIGATION DESIGN | | | | | | | | | | | | | | | \$ - |
| | | | Special | LANDSCAPE PLANTING PLAN | | | | | | | | | | | 16 | 30 | 12 | 58 | \$ 9,341 |
| | | | Special | LANDSCAPE PLANTING DETAILS | | | | | | | | | | | 8 | 12 | 4 | 24 | \$ 3,807 |
| | | | Special | IRRIGATION PLAN | | | | | | | | | | | 4 | | | 4 | \$ 769 |
| | | | Special | IRRIGATION DETAILS | | | | | | | | | | | 2 | | | 2 | \$ 384 |
| | | | Special | | | | | | | | | | | | | | | | \$ - |
| | | | Special | TASK SS3. DRAINAGE MODIFICATIONS | | | | | | | | | | | | | | | \$ - |
| | | | Special | DRAINAGE AREA MAP | | 4 | 8 | 8 | | | | | | | | | | 20 | \$ 2,769 |
| | | | Special | INLET AND STORM DRAIN CALCULATIONS | | 4 | 40 | 20 | | | | | | | | | | 64 | \$ 8,164 |
| | | | Special | STORM DRAIN PLAN AND PROFILE | | 4 | 40 | 40 | | | | | | | | | | 84 | \$ 9,967 |
| | | | Special | CITY OF BURLESON - DRAINAGE DETAILS | | 2 | 4 | 8 | | | | | | | | | | 14 | \$ 1,745 |
| | | | | | | | | | | | | | | | | | | | \$ - |
| Total Hours / Quantity | | | | | 26 | 288 | 752 | 658 | 94 | 30 | 64 | 38 | 52 | 12 | 30 | 42 | 16 | 2,102 | |
| Total Effort | | | | | | | | | | | | | | | | | | | \$ 309,281 |

| | | | |
|--------------------------------------|--|---------------------|---------|
| City of Bureslon | | Project Fee Summary | |
| Alsbury Boulevard - Phase 1 Widening | | Basic Services | 297,622 |
| 10/5/2022 | | Special Services | 62,878 |
| Detailed Cost Breakdown | | Total Project | 360,500 |

| | |
|---------------------|---------|
| Project Fee Summary | |
| Basic Services | 297,622 |
| Special Services | 62,878 |
| Total Project | 360,500 |

| 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 | Bennish | K+K Associates | AWR | Total Sub Effort | Total Effort |
| | | | Basic | TASK 1. PROJECT MANAGEMENT | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | Internal Project Kickoff Meeting | 20 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,738 |
| | | | Basic | External Project Kickoff Meeting | 20 | 50 | | | | | | | \$ 31 | | | | | | \$ - | \$ 3,769 |
| | | | Basic | External Coordination Meeting (Up to 4) | 26 | | | | | | | | \$ - | | | | | | \$ - | \$ 5,208 |
| | | | Basic | Internal Coordination Meeting (Up to 4) | 16 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,016 |
| | | | Basic | Monthly Invoice and Status Reports (Up to 8) | 8 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,938 |
| | | | Basic | Site Visits (Up to 3) | 24 | 150 | | | | | | | \$ 94 | | | | | | \$ - | \$ 4,618 |
| | | | Basic | Conduct Submittal Review Meeting with CITY (Up to 3) | 16 | 150 | | | | | | | \$ 94 | | | | | | \$ - | \$ 3,723 |
| | | | 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 | 5 | | | | | | | | \$ - | | | | | | \$ - | \$ 692 |
| | | | Basic | SURVEY CONTROL AND PROJECT LAYOUT | 13 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,503 |
| | | | Basic | ALIGNMENT DATA | 13 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,503 |
| | | | Basic | RIGHT-OF-WAY AND EASEMENT MAP | 13 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,503 |
| | | | Basic | EXISTING UTILITY MAP | 14 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,745 |
| | | | Basic | TYPICAL SECTIONS | 18 | | | | | | | | \$ - | | | | | | \$ - | \$ 2,284 |
| | | | Basic | REMOVAL PLAN | 18 | | | | | | | | \$ - | | | | | | \$ - | \$ 2,284 |
| | | | Basic | ROADWAY DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | ROADWAY PLAN AND PROFILE | 86 | | | | | | | | \$ - | | | | | | \$ - | \$ 10,452 |
| | | | Basic | BNSF RAILROAD CROSSING LAYOUT | 46 | | | | | | | | \$ - | | | | | | \$ - | \$ 5,952 |
| | | | Basic | RETAINING WALL PLAN AND PROFILE | 44 | | | | | | | | \$ - | | | | | | \$ - | \$ 5,468 |
| | | | Basic | DRAINAGE DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | OVERALL DRAINAGE AREA MAP | 44 | | | | | | | | \$ - | | | | | | \$ - | \$ 5,468 |
| | | | Basic | SIGNING AND PAVEMENT MARKING DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | SIGNING AND PAVEMENT MARKING PLAN | 18 | | | | | | | | \$ - | | | | | | \$ - | \$ 2,284 |
| | | | Basic | CROSS SECTION DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | CROSS SECTIONS | 64 | | | | | | | | \$ - | | | | | | \$ - | \$ 8,164 |
| | | | Basic | OPCC | 22 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,180 |
| | | | Basic | SPECIFICATIONS | 22 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,180 |
| | | | Basic | QA/QC | 54 | | | | | | | | \$ - | | | | | | \$ - | \$ 11,454 |
| | | | Basic | DELIVERABLES | 4 | | | | 750 | | 5 | | \$ 76 | | | | | | \$ - | \$ 1,045 |
| | | | Basic | FRANCHISE UTILITY COORDINATION EXHIBIT AND MEETING | 28 | 50 | | | | | | | \$ 31 | | | | | | \$ - | \$ 3,700 |
| | | | Basic | | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | TASK 3. FINAL (90% AND 100%) DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | 90% DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | Progress, Update, Revise Design Plans from Previous Submittal: | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | GENERAL DESIGN | 32 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,851 |
| | | | Basic | ROADWAY DESIGN | 88 | | | | | | | | \$ - | | | | | | \$ - | \$ 10,936 |
| | | | Basic | DRAINAGE DESIGN | 48 | | | | | | | | \$ - | | | | | | \$ - | \$ 6,437 |
| | | | Basic | SIGNING AND PAVEMENT MARKING DESIGN | 18 | | | | | | | | \$ - | | | | | | \$ - | \$ 2,284 |
| | | | Basic | CROSS SECTION DESIGN | 44 | | | | | | | | \$ - | | | | | | \$ - | \$ 5,468 |
| | | | Basic | Create Design Plans for Current Submittal: | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | GENERAL DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | EROSION CONTROL PLAN | 17 | | | | | | | | \$ - | | | | | | \$ - | \$ 2,042 |
| | | | Basic | EROSION CONTROL DETAILS | 11 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,233 |
| | | | Basic | CONSTRUCTION DETOUR PLAN | 14 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,745 |
| | | | Basic | TRAFFIC CONTROL DETAILS | 11 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,233 |
| | | | Basic | ROADWAY DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | ROADWAY DETAILS | 11 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,233 |
| | | | Basic | CITY OF BURESLON - ROADWAY DETAILS | 11 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,233 |
| | | | Basic | DRAINAGE DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | DRAINAGE DETAILS | 11 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,233 |
| | | | Basic | CITY OF BURESLON - DRAINAGE DETAILS | 11 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,233 |
| | | | Basic | SIGNING AND PAVEMENT MARKING DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | CITY OF BURESLON - SIGNING AND PAVEMENT MARKING DETAILS | 11 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,233 |
| | | | Basic | OPCC | 22 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,180 |
| | | | Basic | SPECIFICATIONS | 22 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,180 |
| | | | Basic | QA/QC | 54 | | | | | | | | \$ - | | | | | | \$ - | \$ 11,454 |
| | | | Basic | CONSTRUCTABILITY REVIEW | 30 | | | | | | | | \$ - | | | | | | \$ - | \$ 6,596 |
| | | | Basic | DELIVERABLES | 4 | | | | 750 | | 5 | | \$ 76 | | | | | | \$ - | \$ 1,045 |
| | | | Basic | FRANCHISE UTILITY COORDINATION EXHIBIT AND MEETING | 28 | 50 | | | | | | | \$ 31 | | | | | | \$ - | \$ 3,700 |
| | | | Basic | | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | 100% DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | Progress, Update, Revise Design Plans from Previous Submittal: | | | | | | | | | \$ - | | | | | | \$ - | \$ - |
| | | | Basic | GENERAL DESIGN | 32 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,851 |
| | | | Basic | ROADWAY DESIGN | 32 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,851 |
| | | | Basic | DRAINAGE DESIGN | 32 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,851 |
| | | | Basic | SIGNING AND PAVEMENT MARKING DESIGN | 32 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,851 |
| | | | Basic | CROSS SECTION DESIGN | 32 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,851 |
| | | | Basic | OPCC | 22 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,180 |
| | | | Basic | SPECIFICATIONS | 22 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,180 |
| | | | Basic | QA/QC | 54 | | | | | | | | \$ - | | | | | | \$ - | \$ 11,454 |
| | | | Basic | DELIVERABLES | 4 | | | | 750 | | 5 | | \$ 76 | | | | | | \$ - | \$ 1,045 |
| | | | Basic | | | | | | | | | | \$ - | | | | | | \$ - | \$ - |

| | | | |
|--|---------------------|--|---------|
| City of Burleson Alsbury Boulevard - Phase 1 Widening 10/5/2022 Detailed Cost Breakdown | Project Fee Summary | | |
| | Basic Services | | 297,622 |
| | Special Services | | 62,878 |
| | Total Project | | 360,500 |

| | | |
|---------------------|--|---------|
| Project Fee Summary | | |
| Basic Services | | 297,622 |
| Special Services | | 62,878 |
| Total Project | | 360,500 |

| 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 | Bennish | K+K Associates | AWR | Total Sub Effort | Total Effort | |
| | | | Basic | TASK 4. BID AND CONSTRUCTION PHASE | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | ATTEND PRE-BID MEETING (1) | 4 | | | | | | | | \$ - | | | | | | \$ - | \$ 969 | |
| | | | Basic | RESPOND TO CONTRACTOR QUESTIONS DURING BIDDING | 32 | | | | | | | | \$ - | | | | | | \$ - | \$ 4,637 | |
| | | | Basic | PREPARE ISSUED FOR CONSTRUCTION PLANS | 36 | | | | 750 | | 10 | 4768 | \$ 1,270 | | | | | | \$ - | \$ 5,659 | |
| | | | Basic | ATTEND PRE-CONSTRUCTION MEETING (1) | 4 | | | | | | | | \$ - | | | | | | \$ - | \$ 969 | |
| | | | Basic | SITE VISITS (5) | 44 | 250 | | | | | | | \$ 156 | | | | | | \$ - | \$ 9,064 | |
| | | | Basic | REVIEW SHOP DRAWINGS AND SUBMITTALS (10) | 20 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,770 | |
| | | | Basic | PREPARE AND SUBMIT RECORD DRAWINGS | 36 | | | | | | | | \$ - | | | | | | \$ - | \$ 4,390 | |
| | | | Basic | | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | TASK 5. TOPOGRAPHIC SURVEYING | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | TOPOGRAPHIC AND BOUNDARY SURVEYING | 4 | | | | | | | | \$ - | 15,100 | | | | | \$ 16,610 | \$ 17,579 | |
| | | | Basic | | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | TASK 6. SUBSURFACE UTILITY ENGINEERING | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | LEVEL B SUE | 4 | | | | | | | | \$ - | | 2,175 | | | | \$ 2,393 | \$ 3,361 | |
| | | | Basic | LEVEL A SUE (UP TO 4) | 4 | | | | | | | | \$ - | | 5,500 | | | | \$ 6,050 | \$ 7,019 | |
| | | | Basic | | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | TASK 7. TDLR/TAS PLAN REVIEW AND INSPECTION | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | TDLR PLAN REVIEW AND INSPECTION | 16 | 50 | | | | | | | \$ 31 | | | | 2,500 | | \$ 2,750 | \$ 5,797 | |
| | | | Basic | | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | TASK 8. BNSF RAILROAD COORDINATION | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Basic | COORDINATE IMPROVEMENTS WITH BNSF | 100 | | | | | | | | \$ - | | | 11,500 | | | \$ 12,650 | \$ 26,493 | |
| | | | | | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Special | TASK SS1. WATER LINE DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Special | WATER LINE PLAN AND PROFILE | 80 | | | | | | | | \$ - | | | | | | \$ - | \$ 13,587 | |
| | | | Special | CITY OF BURLESON - WATER LINE DETAILS | 22 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,545 | |
| | | | Special | | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Special | TASK SS2. LANDSCAPE AND IRRIGATION DESIGN | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Special | LANDSCAPE PLANTING PLAN | 58 | | | | | | | | \$ - | | | | | | \$ - | \$ 9,341 | |
| | | | Special | LANDSCAPE PLANTING DETAILS | 24 | | | | | | | | \$ - | | | | | | \$ - | \$ 3,807 | |
| | | | Special | IRRIGATION PLAN | 4 | | | | | | | | \$ - | | | | | 6,500 | \$ 7,150 | \$ 7,919 | |
| | | | Special | IRRIGATION DETAILS | 2 | | | | | | | | \$ - | | | | | 1,500 | \$ 1,650 | \$ 2,034 | |
| | | | Special | | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Special | TASK SS3. DRAINAGE MODIFICATIONS | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| | | | Special | DRIANAGE AREA MAP | 20 | | | | | | | | \$ - | | | | | | \$ - | \$ 2,769 | |
| | | | Special | INLET AND STORM DRAIN CALCULATIONS | 64 | | | | | | | | \$ - | | | | | | \$ - | \$ 8,164 | |
| | | | Special | STORM DRAIN PLAN AND PROFILE | 84 | | | | | | | | \$ - | | | | | | \$ - | \$ 9,967 | |
| | | | Special | CITY OF BURLESON - DRAINAGE DETAILS | 14 | | | | | | | | \$ - | | | | | | \$ - | \$ 1,745 | |
| | | | | | | | | | | | | | \$ - | | | | | | \$ - | \$ - | |
| Total Hours / Quantity | | | | | 2,102 | 750 | - | - | 3,000 | - | 25 | 4,768 | | \$ 15,100 | \$ 7,675 | \$ 11,500 | \$ 2,500 | \$ 8,000 | | | |
| Total Effort | | | | | \$ - | \$ 469 | \$ - | \$ - | \$ 300 | \$ - | \$ 6 | \$ 1,192 | \$ 1,967 | \$ 16,610 | \$ 8,443 | \$ 12,650 | \$ 2,750 | \$ 8,800 | \$ 49,253 | \$ 360,500 | |

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Two Hundred Ninety Seven Thousand Six Hundred Twenty Two Dollars (\$297,622).

Compensation to FNI for Special Services in Attachment A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Sixty Two Thousand Eight Hundred Seventy Eight Dollars (\$62,878).

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 A, 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

| <u>Mileage</u> | <u>Bulk Printing and Reproduction</u> | | <u>Equipment</u> | |
|-----------------------|--|-----------------------|-------------------------|---|
| 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.

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.**

Freese and Nichols, Inc
Fort Worth, TX United States

Certificate Number:

2022-941623

Date Filed:

10/06/2022

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.

Contract
Alsbury Boulevard - Phase 1 Widening

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Wolfhope, John | Austin, TX United States | X | |
| | Reedy, Mike | Houston, TX United States | X | |
| | Greer, Alan | Fort Worth, TX United States | X | |
| | Hatley, Tricia | Oklahoma City, OK United States | X | |
| | Archer, Charles | Raleigh, NC United States | X | |
| | Johnson, Kevin | Dallas, TX United States | X | |
| | Payne, Jeff | Fort Worth, TX United States | X | |
| | Coltharp, Brian | Fort Worth, TX United States | X | |
| | Pence, Bob | Fort Worth, TX United States | X | |

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Paula Durant, and my date of birth is ____.

My address is 801 Cherry Street Suite 2800, Fort Worth, TX, 76102, US.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 6th day of October, 20 22.
(month) (year)

Paula Durant

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: October 17, 2022

SUBJECT:

Consider approval of a contract with Level 5 Architecture for the design of a gateway monument sign in the amount of \$62,275. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

During the 2022 City Council strategic planning retreat council identified beautification and gateway monuments as an initiative for the upcoming year. At the September 6, 2022, City Council meeting, staff presented 3 potential locations for the design and installation of signage. Council requested that a design contract begin for the Alsbury and I-35 location as additional options for locations are researched.

The contract being presented today includes design, construction documents, and construction administration for the design and construction of a gateway monument in the amount of \$62,275 with Level 5 Architecture.

OPTIONS:

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

RECOMMENDATION:

Staff recommends awarding the contract to Level 5 Architecture

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

September 6, 2022- City Council reviewed Gateway signage and recommended proceeding with the Alsbury location

FISCAL IMPACT:

\$62,275 to be funded from the 2023 Parks Capital Improvement Program with 4B funding.

STAFF CONTACT:

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



Alsbury Gateway Monument

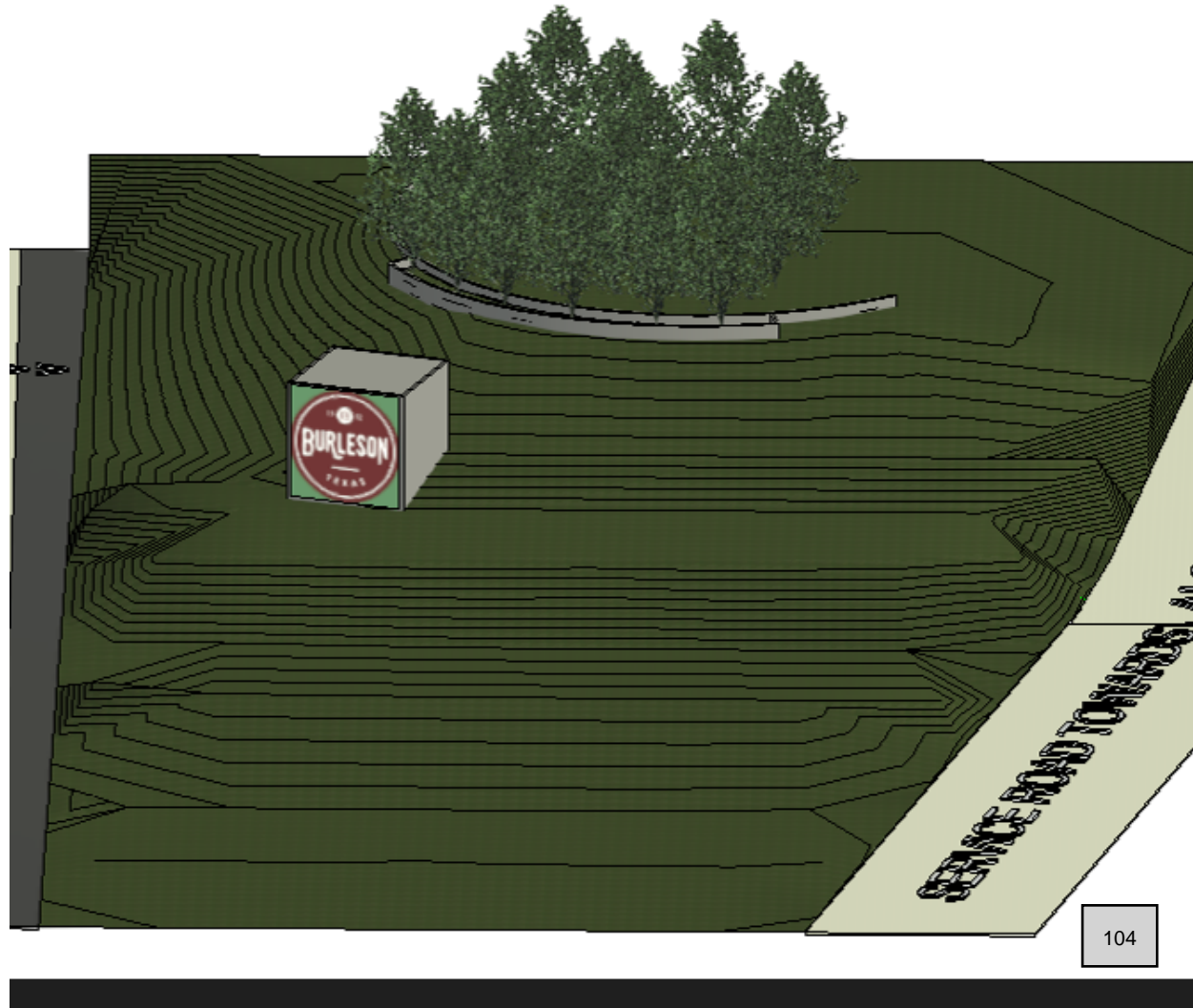
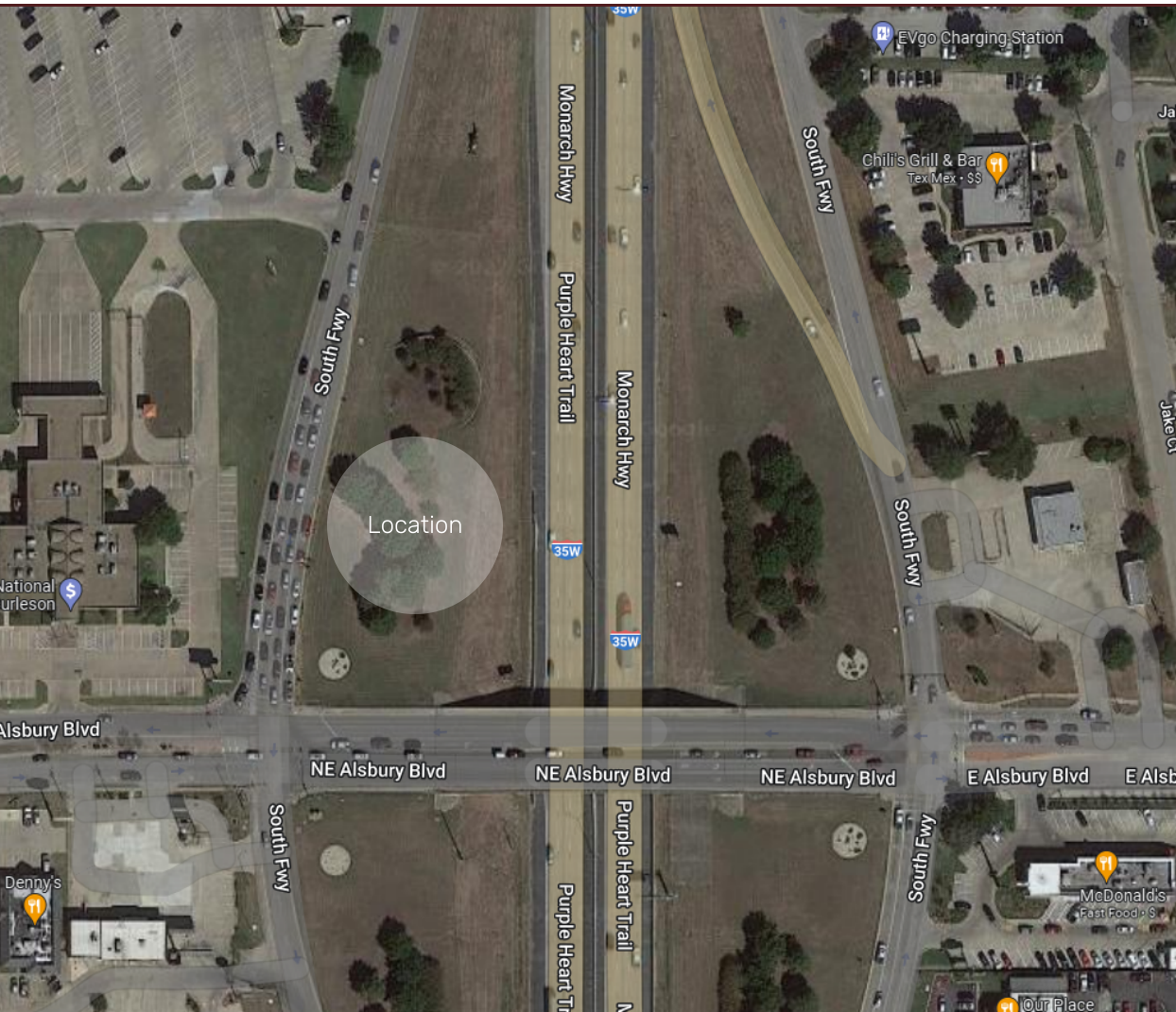
Staff Presenter: Jen Basham, Director of Parks and Recreation
City Council: October 17, 2022

History



- Gateway Monuments were identified as part of the strategic plan from the 2022 City Council Retreat
- Staff presented potential locations and cost for signage on September 6, 2022 to City Council
- City Council requested that staff begin with design for the existing gateway sign at Alsbury and I-35

I-35 and Alsbury





Details

- The scale of the signs are based off of what would be necessary to be visible at the location and speed at which traffic would pass by.
- Materials included in the cost were based off of masonry, ironwork, installation, and landscape improvements
- \$600,000 is currently budgeted for this project in the Parks CIP
Staff will provide options for signage with various elements that would impact the final cost to construct
- Staff will continue to research additional locations for future signage
The contract being presented this evening has an option for design and placement of future locations should they be determined

Contract

- The contract being presented this evening is for \$62,275 with Level 5 Architecture

Level 5 is currently listed as an approved vendor for professional services with the City of Burleson

- Scope includes:

Design

Construction Documents

Construction Administration

- Timeline

Design-6 months

Construction-TBD based off of design



Council Options



- ✓ Approve contract with Level 5 Architecture in the amount of \$62,275
- ✓ Approve with changes
- ✗ Don't proceed with Gateway Monuments

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 **LEVEL 5 ARCHITECTURE, PLLC** (“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 **\$62,275.00** 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 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:

Level 5 Architecture, PLLC
104 S. Main St.
Mansfield, TX 76063
Attn: Justin Gilmore

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:

Level 5 Architecture, PLLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A

I. Scope of Services

See Attached Exhibit A – Scope of Services from Level 5 Architecture, PLLC



LEVEL 5 ARCHITECTURE, PLLC

EXHIBIT A – SCOPE OF SERVICES

AGREEMENT made as of the Wednesday, September 28, 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

City of Burleson, TX
550 NW Summercrest Boulevard
Burleson, Texas 76028

and the Architect:

Level 5 Architecture, PLLC
104 S. Main Street
Mansfield, Texas 76063

for the following Project:
(Name, location and detailed description)

Design and Engineering of New City Entrance Monuments for The City of Burleson. The Following scope shall apply to the design and engineering for one selected location for new monument sign at Alsbury and Interstate 35. Level 5 shall provide all services necessary for the design of these facilities as listed below. All other services needed will be on an as needed basis and shall be approved by City of Burleson prior to commencement.

The Schematic Design Portion of Work shall include 3 options and level of design for approval. The options shall be based on cost to construct of Low costs, Medium Costs and High Costs. Once the design option has been approved by City Council, Level 5 will complete construction documents for the current selected site analysis. All options will include high resolution renderings for the proposed designs for presentation. Construction documents phase will include any lighting and power necessary as well as structural engineering necessary for designed structure.

Under this agreement, Level 5 will continue to study additional areas in which these potential monument signs will be best suited within the city limits. If an additional site is selected for the completed design options, Level 5 will charge the civil engineering fees, listed under detailed scope of services, only. All other services needed will be on an as needed basis and shall be approved by City of Burleson prior to commencement.



LEVEL 5 ARCHITECTURE, PLLC

EXHIBIT A – SCOPE OF SERVICES

DETAILED SCOPE OF SERVICES

CIVIL ENGINEERING

Completion Time: 4 Weeks

Fee: \$22,600.00

CIVIL ENGINEERING

§ 1.1 Environmental Studies: Determine the need for environmental monitoring, assessment and impact statements and prepare reports as required. Limited to overall land planning, feasibility studies, drainage engineering, onsite storm drainage, private utility design, storm water quality design, and SWPPP.

§ 1.2 Landscape Architecture: Design for Landscaping and Irrigation systems for areas surrounding but not limited to the new monument signage piece.

SCHEMATIC DESIGN PHASE SERVICES

Completion Time: 3 Weeks

Fee: \$11,900.00

SCHEMATIC DESIGN PHASE SERVICES

§ 1.3 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project.

§ 1.4 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 1.5 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

CONSTRUCTION DOCUMENTS PHASE SERVICES

Completion Time: 8 Weeks

Fee: \$20,380.00

CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 1.6 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review.

§ 1.7 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action, and request the Owner's approval.



LEVEL 5 ARCHITECTURE, PLLC

EXHIBIT A – SCOPE OF SERVICES

EVALUATIONS OF THE CONSTRUCTION WORK

Completion Time: TBD

Fee: \$7,395.00

EVALUATIONS OF THE CONSTRUCTION WORK

§ 1.8 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 1.9 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 1.10 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

Total

Completion Time: 7 Weeks

Fee: \$62,275.00

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:
2022-943507

Date Filed:
10/12/2022

Date Acknowledged:

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

Level 5 Architecture
Mansfield, 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, Texas

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.

123
Professional Services - Architectural Design

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|----------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Level 5 Architecture, PLLC | Mansfield, TX United States | X | |
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5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: October 17, 2022

SUBJECT:

Consider approval of a resolution authorizing the City's 2023 membership application to the Electric Reliability Council of Texas (ERCOT); and authorizing the City Manager to vote on behalf of the City in all ERCOT elections. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

SUMMARY:

Membership in the Electric Reliability Council of Texas ("ERCOT") is a straightforward and cost-effective way for the City to influence electric policy in Texas.

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission has largely delegated these issues to the ERCOT stakeholder process.

Consumers, such as cities and other political subdivisions, have a voice in ERCOT's decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee ("TAC"), the Wholesale Market Subcommittee ("WMS"), and the Retail Market Subcommittee ("RMS").

TAC, WMS, and RMS are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. A total of 137 cities and other political subdivisions joined ERCOT in 2022, including Dallas, Fort Worth, Arlington, Crowley, Cleburne, Benbrook, Bedford, and Hurst. With this membership strength, cities successfully elected two city representatives to TAC and one director to ERCOT's Board of Directors for 2022. A strong contingent of city members would make continuation of this strong presence likely for 2023.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2023, ERCOT

and the PUC will continue their work on several major market redesign initiatives. As a result, Cities' presence in the ERCOT process as a voice for consumers continues to be important.

Membership to ERCOT is based on an annual application, and the City's application would be for membership for the 2023 year. The application cost is one hundred dollars.

Membership to ERCOT is recommended by the Texas Coalition for Affordable Power and Lloyd Gosselink, the law firm that represents the steering committees for cities served by Oncor and Atmos.

The City Council will need to adopt the resolution prior to November 18, 2022, for the membership application to be timely submitted.

OPTIONS:

- 1) Approve the resolution authorizing the City's 2023 membership application to the Electric Reliability Council of Texas.
- 2) Deny the resolution authorizing the City's 2023 membership application to the Electric Reliability Council of Texas.

RECOMMENDATION:

Staff recommends Option (1) approve the resolution authorizing the City's 2023 membership application to the Electric Reliability Council of Texas.

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

None.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Resolution Authorizing 2023 ERCOT Membership

PRESENTED TO THE CITY COUNCIL ON
OCTOBER 17, 2022

Resolution Authorizing ERCOT Membership

- ERCOT is the entity in Texas charged with overseeing the state's electric grid and making decisions regarding the operation of the state's wholesale and retail electricity market
- Decisions made at ERCOT impact the cost and reliability of electric service to the City of Burleson, its residents, and businesses
- Decisions at ERCOT are made by a vote of the organization's corporate members and by board representatives that are elected by the corporate members
- The City qualifies to be a corporate member in ERCOT's commercial consumer segment
- The application fee for a corporate membership in ERCOT for 2023 is \$100
- City staff seeks authorization to file a 2023 ERCOT membership application and authorization for the City Manager to vote on behalf of the City in all ERCOT elections

Resolution Authorizing ERCOT Membership

Approve or Deny a Resolution:

- Authorizing the City's 2023 membership application to the Electric Reliability Council of Texas and authorizing the City Manager to vote on behalf of the City in all ERCOT elections
- Staff recommend approval

RESOLUTION

**A RESOLUTION OF THE CITY OF BURLESON, TEXAS
AUTHORIZING THE CITY'S 2023 MEMBERSHIP
APPLICATION TO THE ELECTRIC RELIABILITY
COUNCIL OF TEXAS (ERCOT); AND AUTHORIZING THE
CITY MANAGER TO VOTE ON BEHALF OF THE CITY IN
ALL ERCOT ELECTIONS; FINDING THAT THE
MEETING AT WHICH THIS RESOLUTION IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

WHEREAS, the Electric Reliability Council of Texas ("ERCOT") is the entity in Texas charged with overseeing the state's electric grid and making decisions regarding the operation of the state's wholesale and retail electricity market; and

WHEREAS, the decisions made at ERCOT impact the cost and reliability of electric service to the City of Burleson ("City"), its residents, and businesses; and

WHEREAS, decisions at ERCOT are may by a vote of the organization's corporate members and by board representatives that are elected by the corporate members; and

WHEREAS, the City qualifies to be a corporate member in ERCOT's commercial consumer segment; and

WHEREAS, the application fee for a corporate membership in ERCOT for 2023 is one hundred dollars;

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

Section 1. The City approves the ERCOT membership application and agreement for membership year 2022, a copy of which is attached hereto as Exhibit "A" (the "Application"), and the City Manager is hereby authorized to submit a completed Application to ERCOT with the requisite filing fee. Further, the City Manager is hereby authorized to, on behalf of the City, complete and submit ballots and votes in all ERCOT elections and otherwise take all actions and execute documents necessary for the City to enjoy the rights and privileges of ERCOT membership.

Section 2. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 3. This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2022.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney



**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2023**

This Membership Application and Agreement for Membership Year 2023 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2023 (Effective Date). Please note that being registered as a Market Participant is independent from being a Member. Membership is completely optional and does not interfere with your Market Participant status.

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

A. Membership Application Information.

1. Legal Name of Applicant.

Provide full corporate name and, if applicable, assumed “doing business as” name, of Applicant applying for Membership.

2. Type of Membership.

Select **ONE** of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time-to-time offer.

Corporate. Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Technical Advisory Committee (TAC) Representatives and TAC subcommittee representatives.

Associate. Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of TAC or a TAC subcommittee.

Adjunct. Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board of Directors approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2023. **ERCOT has reduced staff available onsite to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, all Annual Member Dues shall be submitted by wire transfer. Please contact ERCOT at membership@ercot.com for electronic funds transfer instructions.**

4. **Segment Eligibility.**

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

Consumer. Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

Residential Consumer. The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.

Small Commercial Consumer. A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).

Large Commercial Consumer A commercial consumer having a peak demand greater than 1000 KW.

Industrial Consumer. An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

Cooperative. An Entity operating in the ERCOT Region that is:

- (i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;
- (ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;
- (iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or
- (iv) A River Authority as defined in Tex. Water Code §30.003.

Independent Generator. Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

If Applicant is a Member in the Independent Generator segment for the current Membership Year, check this box to confirm that as of the date of this Application, Applicant and/or one or more Affiliates is registered as a Power Generation Company (PGC) with the Public Utility Commission of Texas (PUCT) with respect to generation of at least 10 MW in the ERCOT Region.

If Applicant is **not** a Member in the Independent Generator segment for the current Membership Year, please include with this Application a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

Independent Power Marketer. Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the PUCT as a Power Marketer to serve in the ERCOT Region.

Independent Retail Electric Provider (REP). Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

Aggregator. For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

Investor-Owned Utility.

- (i) An investor-held, for-profit “electric utility” as defined in PURA §31.002(6) that:
 - (a) Operates within the ERCOT Region;
 - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
 - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
 - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

Municipal. An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

5. Identification of Applicant's Designated Representative and Designated Representative Alternate.

a. Designated Representative.

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name:
Title:
Address:
City, State, Zip:
Phone:
Email:

b. Designated Representative Alternate.

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name:
Title:
Address:
City, State, Zip:
Phone:
Email:

6. **Identification of Other Members who are Affiliates of Applicant.**

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name:
Segment:

(b) Member name:
Segment:

(c) Member name:
Segment:

B. Membership Agreement.

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2023 begins on January 1, 2023, and ends on December 31, 2023. The term of this Agreement begins on the Effective Date and ends on December 31, 2023.

3. **Record Date.** The record date for Membership Year 2023 is Friday, November 18, 2022 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2023 as of the Record Date shall be provided notice of the Annual Membership Meeting on December 20, 2022.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the Annual Membership Meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues;
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant; and
- (iii) For Independent Generator segment applicants that are not Members in the Independent Generator segment for the current Membership Year, a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

For the reasons stated in Paragraph 3, all Annual Member Dues shall be submitted by wire transfer and all signed Applications for Membership shall be submitted by email to membership@ercot.com.

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

6. **Change of Designated Representative or Designated Representative Alternate.** All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at membership@ercot.com.

7. **Changes in Affiliates.** All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

8. **Suspension and Expulsion.** All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

9. **Amendment.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be

waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

10. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge;
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually; and
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the PUCT or applicable law.

APPLICANT

By: _____

Printed Name:

Title:

Date:

City Council Regular Meeting

DEPARTMENT: Fire

FROM: K.T. Freeman, Fire Chief

MEETING: October 17, 2022

SUBJECT:

Consider approval of a resolution closing the Burleson Public Health Authority effective October 28, 2022, and accepting the resignations of Dr. Steve Martin and Dr. John Griswell. *(Staff Presenter: K.T. Freeman, Fire Chief)*

SUMMARY:

The Burleson Public Health Authority was created in April 2020 to help fill a gap due to a lack of availability to provide critical services needed to help combat the public health crisis caused by COVID 19. Over the last two years, Burleson Public Health (BPH) has served the needs of the community at large and citizens of Burleson, by providing medical & social services in a compassionate, effective, and efficient manner that has helped to save lives and improve the quality of life within our community. On September 6, 2022, Council received a report and held a discussion regarding the discontinuation of services provided by Burleson Public Health Authority. During the discussion staff recommended to City Council that all services be discontinued on October 28, 2022. City Council approved staff's recommendation. Subsequent to the September 6, 2022, City Council Meeting, staff was notified by Texas Department of State Health Services to submit a letter by the Mayor to TDSHS stating the City's intent to discontinue Public Health Services and an effective date. Lastly, Dr. Martin and Dr. Griswell have submitted their resignation letters relinquishing their respective capacities to serve in the roles of the Burleson Public Health Authority. An action item will be included for this agenda item to consider approval of a resolution to terminate the Burleson Public Health Authority and accept the resignations of Dr. Martin and Dr. Griswell in order to close the City's public health authority.

OPTIONS:

- 1) Approve as presented
- 2) Deny

RECOMMENDATION:

Staff recommends for Council to terminate the Burleson Public Health Authority and accept the resignations of Dr. Steve Martin and Dr. John Griswell.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

K.T. Freeman
Fire Chief
ktfreeman@burlesontx.com
817-426-9171

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE RESIGNATION OF DR. STEVEN MARTIN AND DR. JOHN GRISWELL AND CLOSING THE PUBLIC HEALTH AUTHORITY EFFECTIVE OCTOBER 28, 2022.

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, the Burleson Public Health Authority operates under Chapter 121 of the Texas Health and Safety Code; and

WHEREAS, on April 6, 2020, the City Council appointed Dr. Steve Martin to a two-year term to serve as the City’s public health authority; and

WHEREAS, on April 4, 2022, the City Council reappointed Dr. Steve Martin to a two-year term to serve as the City’s public health authority; and

WHEREAS, on May 16, 2022, the City Council appointed Dr. John Griswell to a two-year term to serve as health authority designee to serve as the public health authority in the absence or unavailability of Dr. Martin; and

WHEREAS, after studying the current state of the coronavirus pandemic and other matters relating to public health, City Council believes that the City no longer needs a City public health authority; and

WHEREAS, both Dr. Martin and Dr. Griswell tendered their resignations as public health authority and public health authority designee, respectively, effective October 28, 2022; and

WHEREAS, the City Council, at the recommendation of City staff, desires to accept said resignations and close the City public health authority effective October 28, 2022;

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

Section 1.

The City hereby accepts the resignations of Dr. Steve Martin and Dr. John Griswell and closes the City’s public health authority effective October 28, 2022.

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 17th day of October, 2022.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



Mayor



Date: October 7, 2022

Samuel Savala
Texas Department of State Health Services
1301 South Bowen Road, Suite 200
Arlington, Texas 76013

Subject: City of Burleson Public Health Authority

Mr. Savala,

This letter is to formally notify The Texas Department of State Health Services that the last day of operation for the Burleson Public Health Authority will be October 28th, 2022. Dr. Steven Martin, and Dr. John Griswell have submitted their 30-day notice effective October 29th, 2022.

Since our inception, we sincerely appreciate all the guidance and support that the City of Burleson Public Health Authority, and Burleson Fire Department have received from your organization.

Sincerely,
Chris Fletcher

Mayor
City of Burleson

Choose an item.

DEPARTMENT: Information Technology

FROM: James Grommersch

MEETING: October 17, 2022

SUBJECT:

Consider approval of a Purchase Order for the Aruba Wireless Hardware and ClearPass management software from CDW-G, LLC, through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and authorize the City Manager to approve the reoccurring maintenance and support associated with the wireless infrastructure for five years in an amount not to exceed \$224,047.17 including contingency STATE CONTRACT DIR-TSO-4160 (*Staff Contact: James Grommersch, Chief Technology Officer*)

SUMMARY:

As the City continues to shift to more Software as a Service (SaaS) applications, speed improvements to the City's wireless networks are required. The replacement of the City's wireless infrastructure was a planned event in the FY22-23 budget and is approximate to the departmental budget. The Wireless Infrastructure project is part of the overall BTX-IT Network Architecture improvements that were briefed to Council on June 20th 2022. The infrastructure needs to be replaced to allow for better management and connectivity features for staff and citizens. The new hardware will enable quicker connections and better bandwidth for all users. The new management software will improve the City's cybersecurity posture by streamlining device management and enhanced features. By utilizing CDW-G, BTX-IT can take advantage of additional discounts offered through the DIR contract directly through HPE to CDW-G.

OPTIONS:

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

RECOMMENDATION:

Consider approval of a Purchase Order for the Aruba Wireless hardware and ClearPass software from CDW for the replacement of the City of Burleson's Wireless infrastructure and authorize the City Manager to approve the reoccurring maintenance and support associated with the wireless infrastructure for five years in an amount not to exceed \$224,047.17 STATE CONTRACT DIR-CPO-4547.

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

N/A

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services

Full Account #: 504-1511-412.66-08

Amount: \$213,378.45

STAFF CONTACT:

Name: James Grommersch
Department: Information Technology
Email: igrommersch@burlesontx.com
Phone: 817-426-9672



Information Technology

Wireless Infrastructure Upgrades

City Council

October 17th, 2022

Wireless Infrastructure Upgrades

As the City continues to shift to more Software as a Service (SaaS) applications, speed improvements to the City's wireless networks are required.



Wireless Infrastructure Upgrades

The replacement of the City's wireless infrastructure was a planned event in the FY22-23 budget and is approximate to the departmental budget.

The Wireless Infrastructure project is part of the overall BTX-IT Network Architecture improvements that were briefed to Council on June 20th, 2022.



Wireless Infrastructure Upgrades

The infrastructure needs to be replaced to allow for better management and connectivity features for staff and citizens.

The new hardware will enable quicker connections and better bandwidth for all users.

The new management software will improve the City's cybersecurity posture by streamlining device management and enhanced features.

By utilizing CDW-G, BTX-IT can take advantage of additional discounts offered through the DIR contract directly through HPE to CDW-G. |

Requested Council Action

- ❖ Approve (Recommendation) or Deny a Purchase Order for the Aruba Wireless hardware and ClearPass software from CDW for the replacement of the City of Burleson's Wireless infrastructure and authorize the City Manager to approve the reoccurring maintenance and support associated with the wireless infrastructure for five years in an amount not to exceed \$224,047.17 STATE CONTRACT DIR-CPO-4547.

Questions / Comments





STATEMENT OF WORK

| | | |
|-----------------------|--|---|
| Project Name: | City of Burleson ClearPass LAN/WLAN Advance Start-Up | Seller Representative: Kevin Cotto +1 (847) 465-6000 kevin.cotto@cdwg.com |
| Customer Name: | CITY OF BURLESON | |
| CDW Affiliate: | CDW Government LLC | |
| Subcontractor: | Traversa Solutions, Inc. | Solution Architect: |
| Date: | October 10, 2022 | |
| Drafted By | Velika Harris | |

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and CITY OF BURLESON (“**Customer**,” and “**Client**,”).

This SOW shall be governed by the Texas HP DIR TSO 4159 between CDW Government LLC and the Texas Department of Information Resources, dated December 4, 2018, as amended (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Provider to perform an Aruba ClearPass Advance Start-Up (Pilot) Implementation for Customer that includes ClearPass design, configuration, staging, testing, and knowledge transfer. In addition to the implementation of ClearPass, Provider will provide an As-Built document and a 30-hour Block Hour Agreement where 20 hours will be used to support Customer as they self-deploy ClearPass into their production environment, and 10 hours will be applied toward the support of Aruba Central. Below details the Bill of Material for this NAC implementation.

ENVIRONMENT

- LAN
 - Aruba 2900 / 2500 / 6100 series switches
- WLAN
 - Aruba AP-515, AP-575 and AP-565 wireless APs
 - 3 SSIDs: Corporate, BYOD and Guest
- Palo Alto firewall
- AD (2016)
- Avaya J139 & J179 Phones

-
- MDM – by Workspace ONE (VMware)
 - Central (to be implemented)

PROVIDER WILL PROVIDE THE FOLLOWING SERVICES:

1. Design for ClearPass Policy Manager per Customer's security strategies
2. Remote staging of ClearPass Configuration and Integration into current Domain/LDAP infrastructure
3. Remote Testing of Authentication with sample clients per stated design objectives
4. As-Built Documentation and Knowledge Transfer on Solution's Day-to-Day Management
5. 30-Hours Remote Block Hour Support: 20 hours to be used to support Customer as they self-deploy ClearPass into their production environment, and 10 hours to be used for Aruba Central support to build out Guest portal template

Customer will provide an environment for the pilot to test with up to three switches, one WLAN controller, three access points, and Active Directory. Customer will be responsible for configuration of the WLAN controllers, switches, and L2 and L3 path necessary to meet their ClearPass Design goals.

ASSUMPTIONS

1. Provider will assist with ClearPass integration with the Palo Alto firewall
2. CPPM implementation is for a single manufacturer for the switches and a single manufacturer for the wireless.
 - a. Additional manufacturers will require a change order.
3. Customer will assist with onsite tasks and client testing to verify solution functionality.
4. All work by Provider will be performed remotely.

OUT OF SCOPE:

1. OnBoard
2. OnGuard
3. VPN authentication required with ClearPass
4. CPPM integration with any MDM/EMM solution
5. Device Registration Portal
 - a. One Guest Portal is in scope (if required)
6. Dynamic Segmentation (User-Based Tunneling)
7. TACACS

All equipment staged remotely must be sent to the following address:

Traversa Solutions
1361 North Glenville Drive
Richardson, TX 75081
C/O: City of Burleson

**Additional fees may occur if equipment is not delivered to facility for remote staging. Please review scope.

PROJECT KICKOFF – CLEARPASS ADVANCE START-UP

Provider will work with Customer to determine the goals of the project and review the project scope, approach, key personnel, and inputs, as well as overall schedule.

TASKS:

Conduct Project Kickoff call to introduce key personnel and discuss the following:

- Define project stakeholders

-
- Define project approach, items/services, and dependencies
 - Obtain needed inputs, documents, and configuration files from Customer to perform discovery and analysis
 - Outline project schedule

PROVIDER RESPONSIBILITIES:

1. Meeting Minutes
 - a. Stakeholder information
 - b. Milestone dates
 - c. Project assumptions
 - d. Action Items

CUSTOMER RESPONSIBILITIES:

1. Unattended Remote Access
2. Configuration files
3. Active service agreement number
4. Licenses that pertain to equipment on bill of material

PROJECT KICKOFF ASSUMPTIONS:

1. Provider will be assigned a project lead from Customer's IT staff and provided with his/her contact details.
2. Customer will supply unattended remote access for duration of project.

CLEARPASS DESIGN AND MIGRATION PLAN

Provider Engineers will remotely work with Customer staff to discover current network requirements and consult on the design and configuration parameters needed to complete a solution that meets Customer's Security Policies. Provider will define the design based on best practices for the proposed solution.

TASKS:

ClearPass Policy Manager Design:

- Basic Configuration Information
 - IP Address Information
 - IP Services Information NTP, DNS
 - Existing Infrastructure Information
 - LDAP Servers (IP Addresses)
 - AD Version
 - Account and OU Information
- Redundancy Configuration or Publisher/Subscriber Roles
- Document Authenticators (AP, WLAN Controllers or Switches IP)
- Discuss and Document Security Policies
 - Groups
 - VLANs
 - ACLs
 - Time of Day
 - Device Groups

PROVIDER RESPONSIBILITIES:

- Design Acceptance Document that will provide the network configuration for review and approval before starting the final programming and connections of the system.

CUSTOMER RESPONSIBILITIES:

- Authorized Design Acceptance Document

NETWORK DESIGN ASSUMPTIONS:

1. There will be no more than 1 Publisher and 1 Subscriber for the cluster.
2. WLAN and LAN network devices are limited to Cisco or Aruba Equipment.
3. The number of SSIDs is limited to no more than 4ea – Internal, BYOD, Guest, & IoT:
 - a. Internal - 802.1x EAP TLS or EAP-PEAP
 - b. BYOD - Employees with Portal or 802.1x
 - c. Guest
 - d. IoT Devices - MAC auth with static whitelist of devices only
4. Captive portal web design is out of scope.
5. Provider will be supplied the necessary IP addresses to VLAN and management interfaces.
6. ClearPass implementation is for wired and wireless.
7. Customer will provide timely information during the design process.

CLEARPASS DEVICE STAGING

Provider will supply network engineering support to stage Customer's equipment. At the end of this phase, the network will be configured, tested, and made ready for client testing.

REMOTE STAGING

Devices will be remotely staged.

TASKS:

- Upgrade ClearPass with latest patches
- Register ClearPass Software and Licenses
- Create LDAP Bind with Customer's Directory Services (Up to 4 Domains)
- Create RADIUS bind with Customer's Access Points
- Create Authentication Policies for LAN/WLAN Users (up to 15)
- Configure reporting and email alerts (up to 5 Scheduled Report Templates)
- Configure Guest Policy and Sponsor Workflows if necessary

DEVICE STAGING ASSUMPTIONS:

1. Customer is responsible for configuration of the following:
 - a. Active Directory Security Groups that match design enforcement policies
 - b. SMS or SMTP Gateways to support Self-Registration
 - c. Providing Certificate if required to support implementation
2. Customer is responsible for configuring all client supplicants and test LAN and/or WLAN Connectivity.
3. Seller is responsible for resolving product availability constraints that will affect staging production schedule or Provider's ability to meet onsite deployment schedule. Start and stops to production schedule will increase overall project cost.
4. Customer is responsible for configuration of the following:
 - a. Active Directory Security Groups that match design enforcement policies
 - b. SMS or SMTP Gateways to support Self-Registration
 - c. RADIUS Information on IAP or WLAN Controller

-
- d. Providing Certificate if required to support implementation
 5. Provider is not responsible for client supplicant deployment and certificate distribution beyond 5 test devices. Provider will consult on deployment methodology.
 6. If using TLS certificate authentication, internal Certificate Authority must be in place and ready to sign certificates for ClearPass and test clients.
 7. Provider is not responsible for CA deployment or changes needed to accomplish certificate creation.
 8. Identity endpoint database for storing users and devices (authentication source) will be Microsoft Active Directory:
 - a. There is a limit of no more than 3ea Domain controllers
 - i. Multi-factor authentication is out of scope
 9. Customer will provision and deploy Virtual Appliances with the Customer's infrastructure.
 10. Virtual Machines will meet or exceed Aruba's recommended standards for Customer's deployment.
 11. Customer will configure all AP, Switches, and routers to provide RADIUS relationship with Policy Server and L2/L3 paths as defined by the design document.
 12. Customer will provide onsite configuration support, if necessary.
 13. Configuration and authentication limited to devices.
 14. Customer will provide unattended remote access to ClearPass Appliances for duration of the project.

CLEARPASS TESTING - PROOF OF CONCEPT

Provider will check the quality, performance and/or reliability of devices that have been installed on the network.

REMOTE TESTING

All testing scenarios will be executed by Provider and demonstrated to Customer's onsite Project Stakeholder. Results will be documented to validate the Scope of Work ("SOW") and subsequent Scope of Process ("SOP") procedures and items/services. Provider Engineers will perform a final configuration check to validate consistency.

REMOTE TASKS:

- Customer WLAN Client Authentication
 - Verify successful authentication of up to 5 Customer Devices
 - Verify Policy is being appropriately applied to device and user
 -
- Customer LAN Client Authentication
 - Verify successful authentication of up to 5 Customer Devices
 - Verify Policy is being appropriately applied to device and user
-

TESTING ASSUMPTIONS:

1. Customer will provide a list of key resources and/or applications for testing.
2. Assumes SMTP or SMS Gateway is operational
3. Customer is responsible for configuring all client supplicants and test LAN/WLAN Connectivity.
4. Customer responsible for determining test client for internal and external users.
5. Customer will provide timely onsite assist, if necessary, to complete configuration or test connectivity.
6. Customer will provide onsite assist throughout project.

CLEARPASS KNOWLEDGE TRANSFER

Provider will offer up to 2 hours to explain the technologies used during the implementation: review provided documentation, provide best practices regarding the day-to-day management, and troubleshooting of the implemented solution.

CLEARPASS DOCUMENTATION

Provider will prepare customer site documentation. Documentation will be delivered per site no later than one week after site migration to Seller. Delivery of this documentation will mark the site complete, and the billing milestone will be executed.

DOCUMENT ASSUMPTIONS:

1. If the administrative sign off is not signed by Customer within 6 days of implementation, then it will be assumed that there are no open items on the project and the project will therefore be closed.

CPPM PRODUCTION ROLLOUT BLOCK OF HOURS SUPPORT

Provider will offer a Remote Block Hour Agreement for Customer where Provider will perform remote support to include the following:

- 20 hours to remotely support Aruba ClearPass Production Rollout
- 10 hours to support Aruba Central – Build Guest Portal Template

SCHEDULED SERVICES

Provider will schedule engineering resources to remotely assist with Customer's Aruba ClearPass LAN WLAN Production Rollout and Deployment of Aruba Central. These services can be consulting or configuration assistance. Deliverables will be agreed upon by both parties at the time of the support request.

A scheduled service is one that is planned and scheduled at a minimum of one week in advance. Service will be provided in a timely manner but does not include a guaranteed response time. Provider will assign the appropriate resource based on skillset and resource availability to complete the support request. Support requests do not include project management. Assigned resource(s) will work under the guidance of Customer.

SCHEDULED REMOTE SERVICES ASSUMPTIONS:

1. Request Requirements
 - a. A minimum of 4 hours for remote support, and 8 hours for onsite support per day
 - b. Support will be provided based on the scheduled block of time
 - c. Support will be provided in ½ hour increments following the initial minimums per day
 - d. Email and phone call responses will be provided in ½ hour increments
2. Resource Scheduling & Availability
 - a. Provider will use commercially reasonable efforts to consider Customer's schedule, but as with all requests, the performance of the services is subject to the availability of Provider personnel and resources, as determined by Provider.

The block hours are effective as of the date of the client's signature and will expire 6 months after the date of the client's signature.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer is responsible for onsite tasks to support the project.
2. Unattended remote access is required by Customer.

PROJECT ASSUMPTIONS

CUSTOMER ASSUMPTIONS:

1. Customer will provide full access to any information necessary towards the completion of the project. This includes IP addresses, passwords, phone numbers, etc.

GENERAL ASSUMPTIONS:

1. Provider is not responsible for network issues caused by deficient manufacture hardware or software.
2. Warranty responsibilities will be carried out by the Manufacturer of equipment purchased for the project.
3. A scheduled event requires a cancellation notice within 5 business days or a ,500 fee plus travel expenses (if applicable) will be accessed.
4. A scheduled event for a block hour or time and material agreement will require a cancellation notice within 2 business days, or the scheduled time will be billed plus travel expenses (if applicable).
5. Work will be performed Monday through Friday during normal business hours (8:00am -5:00pm), or as otherwise defined elsewhere in this SOW, unless a mutually agreed upon after hours schedule is required.
6. Project duration will be continuous and **no greater than 5 Weeks.**
7. Additional assumptions could be defined as a detailed SOP if developed and agreed upon by Provider and Seller.

PROVIDER ASSUMPTIONS:

1. Provider is responsible for only those services that pertain to devices listed on the bill of material.
2. Provider was not involved in developing the project bill of materials and not responsible for design limitations caused by the bill of materials.
3. Provider is not responsible for cabling plant issues that occur due to bad cables or cable terminations.
4. Provider is only responsible for establishing or verifying network connectivity L2 and L3. A PING and TRACEROUTE test will be used to determine connectivity.
5. Provider is not responsible for application issues unless there is direct correlation with work being performed.
6. Provider will be responsible for overall project management which includes overall project schedule, customer escalations, change management processes, participating in bi-weekly meetings and project decisions that will vary from pre-implementation plan.
7. Provider and Manufacturer are responsible for assuring that products meet technical requirements and interoperate with any existing equipment prior to implementation on the customer network.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Configuration of any devices outside of the devices listed in Appendix A is considered out of scope.
2. ClearPass OnBoard and OnGuard are considered out of scope.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

| Item | Description | Format |
|-----------------------|--|--------|
| Project Documentation | Device Configuration Files Per Site Physical and Logical Design | .pdf |

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.

-
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
 - This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$24,462.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

| Milestone | Percentage | Fee |
|---|------------|-------------|
| SOW Execution (30 Block Hours) | 32.5% | \$7,942.50 |
| Design Document Acceptance | 22.5% | \$5,506.50 |
| Staging Complete | 22.5% | \$5,506.50 |
| Knowledge Transfer & Documentation Complete | 22.5% | \$5,506.50 |
| Totals | 100% | \$24,462.00 |

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

CITY OF BURLESON

By: _____

By: _____

Name: Services Contracts Manager

Name: _____

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.
Vernon Hills, IL 60061

141 W RENFRO ST, FINANCE DEPT
BURLESON, TX 76028-4261

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

| Location(s) | Address |
|------------------|--|
| City of Burleson | 141 W. Renfro Street, Burleson, TX 76028 |

EXHIBIT B

BILL OF MATERIAL

BILL OF MATERIAL:

| Part Number | Description | Quantity |
|-------------|---|----------|
| | | |
| JZ399AAE | Aruba ClearPass Cx000V VM Appliance E-LTU | 2 |
| JZ402AAE | Aruba ClearPass NL AC 1K CE E-LTU | 1 |

QUOTE CONFIRMATION



DEAR SCOTT HEISEY,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES:

Thank you for your time this morning, Hugo! Here's the Aruba quote - please let me know if you have any questions or concerns.

Kind Regards,
 CDW-G 312.705.0226 Thomas.Beckman@cdwg.com

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| MXCT020 | 8/10/2022 | ARUBA | 3925793 | \$55,654.96 |

| QUOTE DETAILS | | | | |
|--|-----|---------|-------------|-------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| HPE Foundation Care Software Support 24x7 - technical support - for Aruba C Mfg. Part#: H9WX2E UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 2 | 4905457 | \$273.31 | \$546.62 |
| HPE Foundation Care Software Support 24x7 - technical support - for Aruba C Mfg. Part#: H9XH2E UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 1 | 4925645 | \$1,425.95 | \$1,425.95 |
| Aruba Outdoor Pole Wall Long Mount Kit - Network Device Mfg. Part#: JW052A UNSPSC: 31162313 Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 2 | 4360932 | \$67.05 | \$134.10 |
| HPE Aruba Outdoor Pole Wall Short Mount Kit - network device mounting kit Mfg. Part#: JW053A UNSPSC: 31162313 Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 8 | 4360933 | \$56.56 | \$452.48 |
| HPE Aruba ClearPass Cx000V VM-Based Appliance - license - 1 license Mfg. Part#: JZ399AAE UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 2 | 4905110 | \$2,095.18 | \$4,190.36 |
| HPE Aruba ClearPass New Licensing Access - license - 1000 concurrent endpoi Mfg. Part#: JZ402AAE | 1 | 4925643 | \$10,999.64 | \$10,999.64 |

| QUOTE DETAILS (CONT.) | | | | |
|---|----|---------|------------|-------------|
| UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba AP-MNT-MP10-B Campus Type B - Mounting Bracket | 3 | 5364140 | \$94.71 | \$284.13 |
| Mfg. Part#: Q9G69A UNSPSC: 31162313 Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| ARUBA AP-515 US DUAL RADIO 4X4+2X2 | 34 | 7072193 | \$583.29 | \$19,831.86 |
| Mfg. Part#: Q9H63A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba Central Foundation - subscription license (1 year) - 1 access poi | 42 | 6484561 | \$78.57 | \$3,299.94 |
| Mfg. Part#: Q9Y58AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba Central Foundation - subscription license (1 year) - 1 switch (12 | 42 | 6491037 | \$104.76 | \$4,399.92 |
| Mfg. Part#: Q9Y68AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba Central Foundation - subscription license (1 year) - 1 switch (48 | 2 | 6533698 | \$288.09 | \$576.18 |
| Mfg. Part#: Q9Y78AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba AP-MNT-B Campus AP Type B Mount Bracket Kit | 4 | 5617107 | \$13.83 | \$55.32 |
| Mfg. Part#: R3J16A UNSPSC: 31162313 Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba AP-575 (US) - wireless access point | 6 | 6070380 | \$1,115.47 | \$6,692.82 |
| Mfg. Part#: R4H18A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba AP-565 (US) - wireless access point - ZigBee, Bluetooth, Wi-Fi 6 | 4 | 6272530 | \$691.41 | \$2,765.64 |
| Mfg. Part#: R4W44A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| Aruba Worldwide Education Technical Training Service - web-based training | 36 | 4587761 | \$0.00 | \$0.00 |
| Mfg. Part#: H1EJ9E UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |

| PURCHASER BILLING INFO | SUBTOTAL | \$55,654.96 |
|---|---------------------------|--------------------|
| Billing Address: CITY OF BURLESON FINANCE DEPT 141 W RENFRO ST BURLESON, TX 76028-4261 Phone: (817) 295-1113 Payment Terms: Net 30 Days-Govt State/Local | SHIPPING | \$0.00 |
| | SALES TAX | \$0.00 |
| | GRAND TOTAL | \$55,654.96 |
| | Please remit payments to: | |
| DELIVER TO | | |

Shipping Address:
CITY OF BURLESON
FINANCE DEPT
141 W RENFRO ST
BURLESON, TX 76028-4261
Phone: (817) 295-1113
Shipping Method: DROP SHIP-GROUND

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Thomas Beckman

(877) 865-2621

thomas.beckman@cdwg.com

LEASE OPTIONS

| FMV TOTAL | FMV LEASE OPTION | BO TOTAL | BO LEASE OPTION |
|-------------|------------------|-------------|------------------|
| \$55,654.96 | \$1,492.11/Month | \$55,654.96 | \$1,723.63/Month |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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City Council Regular Meeting

DEPARTMENT: Public Works Department
FROM: Errick Thompson, PE, Deputy Director
MEETING: October 17, 2022

SUBJECT:

3321 John Jones (Case 22-135): Hold a public hearing and consider approval of a waiver to Section 5.1.a "Street and right-of-way basic policies" of the Design Standards Manual for the design criteria for streets within the Sherwood Forest Subdivision. *(Staff Presenter: Errick Thompson, Public Works Deputy Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On August 22, 2021, Alton Isbell (applicant) submitted an application for a preliminary plat for the Sherwood Forest Addition located in the City's extraterritorial jurisdiction (ETJ). The City Council conditionally approved the preliminary plat on February 7, 2022, subject to the City's curvilinear requirements. A new layout meeting the City's requirements was approved on February 24, 2022.

The developer's engineer submitted the civil construction drawings for review. It was noted in the review that the proposed pavement section was not consistent with the City's standard detail, and either the pavement section should be revised or a waiver to the City's standard detail requested by the developer. The construction drawings were resubmitted, and subsequently, the construction drawings were accepted and released for construction in May 2022.

In June 2022, shortly after the contractor began work on the roadway, it was discovered the detail for the roadway section had not been updated as noted during the review of the construction drawings to reflect the City's standard detail. The developer was contacted immediately before any paving was placed onsite and informed either the roadway section would need to be constructed to City standards or a waiver to the requirement could be requested.

The developer provided a report prepared by a licensed geotechnical engineer recommending a pavement section consistent with the section shown in the construction drawings; however, it was not consistent with the City's standard section. The developer was again informed if he intended to construct the proposed section included in the geotechnical report, a waiver would

be required as staff does not have the authority to waive requirements within the City's design manual.

Staff did not receive a waiver request or updated construction drawings; however, was informed the developer intended to pour a section of the pavement on August 7, 2022. The developer was contacted immediately again and provided the same information regarding the need to meet the City's requirements or request a waiver. The developer also was informed that if he moved forward, the plat may not be filed, and he would not be able to obtain development permits from Johnson County. A portion of the pavement was poured on August 10, 2022, without the benefit of inspection from City staff.

A meeting was held between City staff and the developer on September 1, 2022. The developer was informed staff could support a waiver to the City's pavement section provided the following conditions were met –

- A gate will be installed with a Knox box meeting the City's regulations for a gated entry, and the neighborhood would be considered private. Developer shall file restrictive covenants with Johnson County indicating that the HOA will be the responsible party for maintenance and operation of the private access easement and associated drainage. A copy of the filed covenants shall be provided to the City prior to filing of the plat.
- A revised preliminary plat or final plat submitted with lot lines shown to the center of the private access easement per the City's regulations
- Conceptual approval from TxDOT for the connection of the new road to John Jones Drive (FM 731, a TxDOT roadway) - conceptual approval has been obtained.
- Also prior to filing the plat with the county, all infrastructure will be completed, including the connection to John Jones Drive (FM 731) and any auxiliary lanes required by TxDOT.
- Finally, a letter from Bethesda Water Supply shall be provided accepting the water line improvements associated with the development.

After the meeting, an application was submitted for the waiver to the City's pavement section for consideration on September 21, 2022.

Staff has received similar waiver requests from applicants seeking to develop within the ETJ. The county has notified City staff they have limited ability and funding to maintain roadways constructed to City standards. Due to funding constraints, roadways constructed to city standards will be prioritized lower on the county's maintenance schedule. This can create a burden for the property owners to maintain or reconstruct the roadway when a failure occurs.

The developer proposes a concrete pavement section, increasing the City's section from six to eight inches. The City's standard pavement section requires soil stabilization with either cement or lime, which can provide additional strength and stability to the pavement. The geotechnical engineer has analyzed the soil and provided data that the soil conditions in this area do not require stabilization and has recommended that the soil be compacted to 95%. Below is a table showing the City's standard section and the recommended section from the geotechnical engineer.

| | City Standard | Geotechnical Engineer Recommendation |
|--------------------|-------------------|--------------------------------------|
| Concrete Thickness | 6" | 8" |
| Subgrade | 8" stabilized | No stabilization, compaction only |
| Strength | 3600-psi | 3600-psi |
| Reinforcement | #4 on 24" centers | #4 on 24" centers |

OPTIONS:

- 1) Approve as presented; or
- 2) Approve with changes; or
- 3) Deny the request.

RECOMMENDATION:

Staff recommends approval of the waiver subject to the geotechnical report recommendations and conditions staff has outlined to the developer.

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

October 11, 2022 – The Planning and Zoning Commission recommended unanimous approval of the waiver as presented by staff.

February 7, 2022 – City Council conditionally approved the preliminary plat subject to curvilinear requirements.

February 24, 2022 – New layout meeting the City's requirements was submitted and approved.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Errick Thompson, PE, CFM
Public Works Deputy Director
ethompson@burlesontx.com
817-426-9610

Waiver Request –Street Section

Sherwood Forest Estates

Location:

- 28.245 acres

Applicant and Property Owner:

Alton Isbell, Sendero Oaks, LLC

Item for approval:

Waiver to Section 5.1 "Street and right-of-way basic policies" of the Subdivision and Development Ordinance

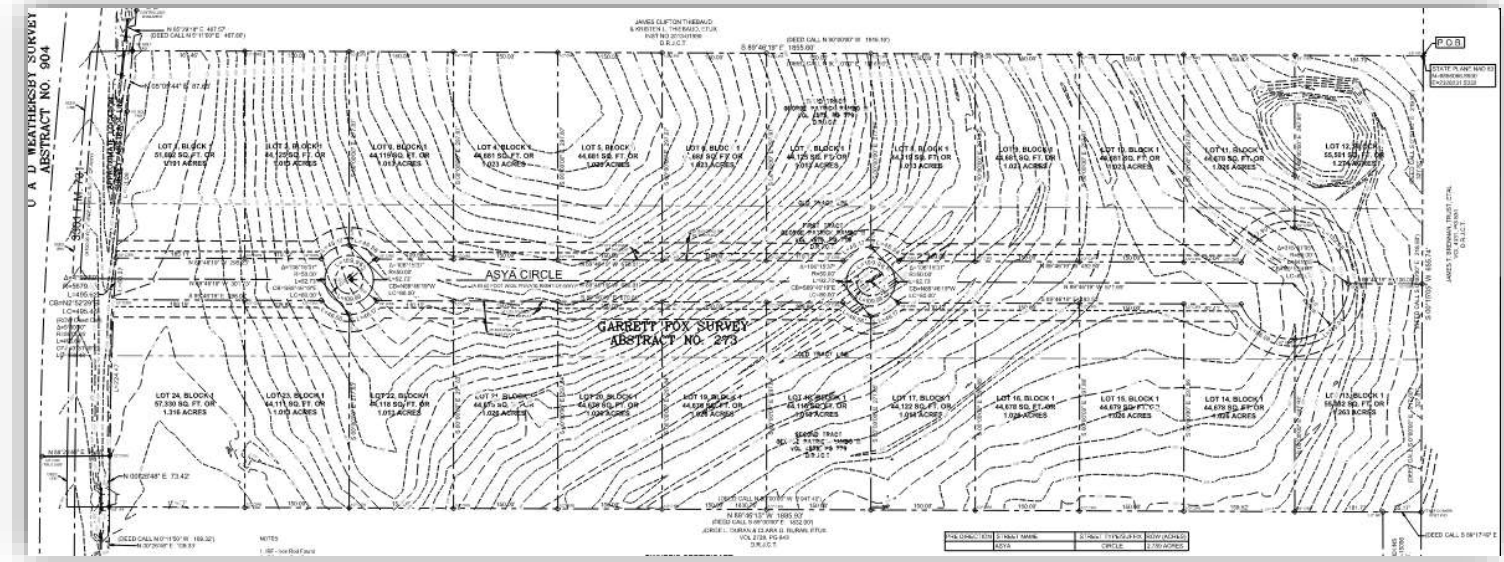


Waiver Request – Street Section

Sherwood Forest Estates

Proposed Residential Subdivision:

- Property located in the City's ETJ
- Preliminary Plat approved February 24, 2022
- Proposes 24 single-family residential lots
 - Minimum one-acre lots
 - Water service by Bethesda Water
 - Sewer service by on-site sewage facility



Waiver Request – Street Section

Sherwood Forest Estates

History:

- April 2022 - initial review noted pavement section detail did not conform to City Standards, staff provided two options
 - Construct to City standards
 - Seek a waiver to City standards
- May 2022 –construction drawings released
- June 2022 – staff discovered that pavement comments from previous review had not been addressed prior to release of plans in May
 - Immediately contacted developer and provided the two initial options – no pavement had been placed yet
 - Developer provided geotechnical report with alternate pavement section design – developer informed a waiver was required as staff does not have the authority to approve waivers
- August 7, 2022 – developer informed staff they intended to place pavement, no waiver had been requested to date
 - Developer contacted immediately and informed a waiver would be required prior to placement of material
 - Informed plat may not be filed and the county will not issue development permits without a filed plat

Waiver Request – Street Section

Sherwood Forest Estates

History:

- August 10, 2022 – Developer paved a portion of the road without an inspector or required waiver.
- September 1, 2022 – Meeting held between city staff and developer, staff informed developer a waiver could be supported by staff if the following conditions are met:
 - Revise the preliminary or final plat to make the neighborhood private (roadway to be a private drive including gated entrance and Knox box, lot lines extended to center of the private access easement)
 - File restrictive covenants with Johnson County stating the HOA will be the responsible for maintenance and operation of the private access easement and associated drainage - a copy of the filed covenants shall be provided to the City prior to filing of the plat
 - Conceptual approval from TxDOT for the connection of the new private road to John Jones Drive (FM 731), (conceptual approval has been obtained)
 - Prior to filing the plat
 - All infrastructure will be completed, including the connection to John Jones Drive (FM 731) and any auxiliary lanes required by TxDOT
 - A letter from Bethesda Water Supply shall be provided accepting the water line improvements associated with the development.

Waiver Request – Street Section

Sherwood Forest Estates

City of Burleson:

- Per interlocal agreement with Johnson County
 - Burleson has platting authority within ETJ
 - City can extend development design standards to ETJ developments including paving standards
- Burleson Subdivision Ordinance
 - Public streets shall be designed and constructed per public roadway standards
 - City inspectors inspect street paving and associated drainage
- City does not maintain roadways located within the ETJ

Waiver Request – Pavement Section

Sherwood Forest Estates

Waiver Request

- Similar requests received and approved in past
- Private street will not be maintained by Johnson County
- Developer’s Geotechnical Engineer recommends and staff can support the alternate section shown on the right

| | City Standard | Geotechnical Engineer Recommendation |
|--------------------|------------------------------|--------------------------------------|
| Concrete Thickness | 6 inches | 8 inches |
| Subgrade | 8 inch stabilized soil | 95% compacted soil |
| Strength | 3600-psi | 3600-psi |
| Reinforcement | #4 steel bars on 24” centers | #4 steel bars on 24” centers |

Waiver Request – Pavement Section

Sherwood Forest Estates

Notification:

- Public notices mailed to property owners within 200 feet of subject property
- Published in newspaper

Planning and Zoning Commission

- Unanimously recommended approval

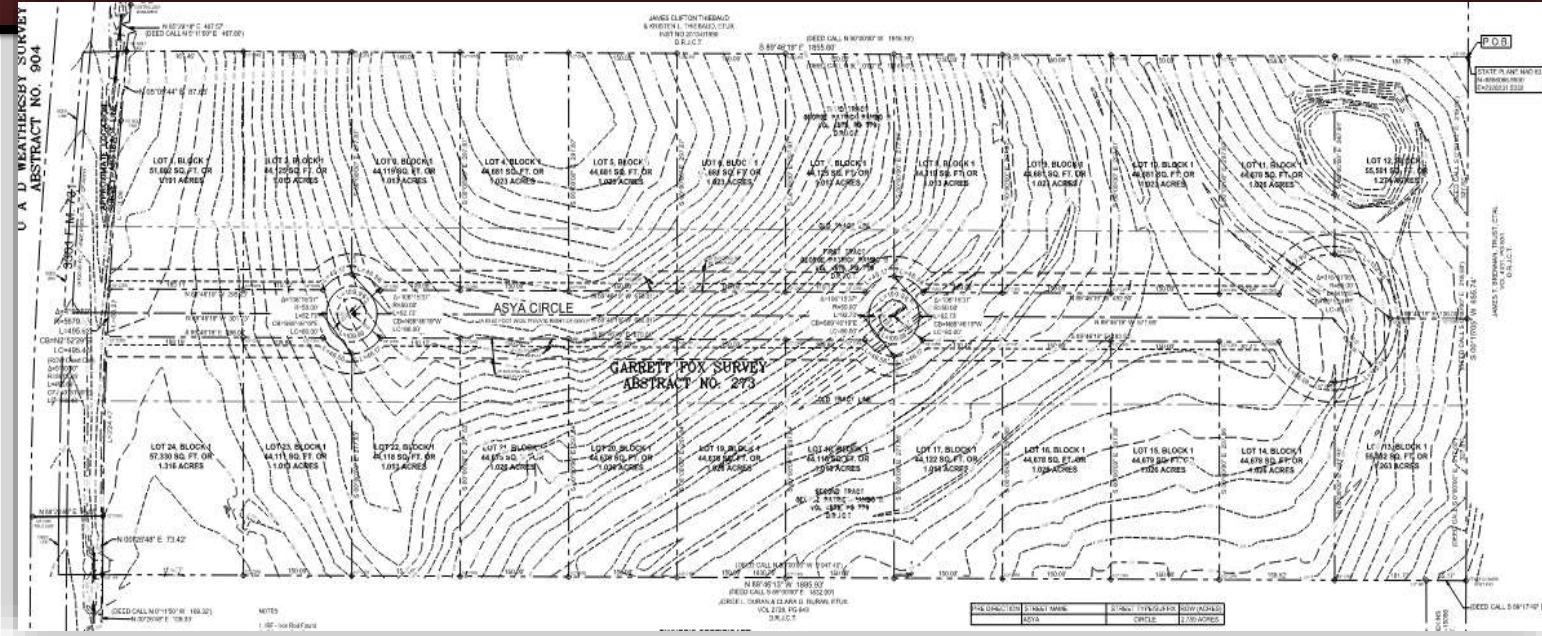


Waiver Request – Pavement Section

Sherwood Forest Estates

Council Action Requested

Approve a waiver to Section 5.1 “Street and right-of-way basic policies” of the Subdivision and Development Ordinance for the design criteria for streets within the Sherwood Forest Addition. (Case 22-135)



City Council Regular Meeting

DEPARTMENT: Human Resources
FROM: Rick DeOrdio, Human Resources Director
MEETING: October 17, 2022

SUBJECT:

Consider approval of a resolution authorizing the City Manager to increase police and firefighter salaries and implement hiring incentives. *(Staff Presenter: Rick DeOrdio, Director of Human Resources)*

SUMMARY:

As a means to maintain competitiveness in the ever-changing market for staff, salaries and benefits must be kept at a level that makes the city attractive for candidates throughout the organization. City management consistently monitors market cities in order to ensure Burleson remains competitive with its' peers, particularly within critical operations such as Police and Fire. During the development of the city manager's recommended budget, the Human Resources Department performed an in depth market survey to ensure that the proposed salary structure for Police and Fire would keep compensation within the top quarter, or better, when compared with peer municipalities.

Based off the results of the survey, staff determined that a 2% market adjustment and a 3% step increase to Police and Fire compensation would maintain Burleson's competitive edge over the next fiscal year. However, a number of cities made last minute adjustments to salaries and added additional hiring incentives to improve Police and Fire recruitment. Consequently, the city of Burleson fell out of the top quarter of pay for many sworn public safety positions.

Due to the number of critical vacancies within both Police and Fire and the modifications in pay made by competitor cities, staff is recommending salary adjustments and the creation of various hiring incentives for Police and Fire operations. These adjustments will restore Burleson's place within the top quarter of the market, and ensure the city remains an attractive destination for public safety personnel.

OPTIONS:

- 1) Approve a resolution authorizing the City Manager to create hiring incentives and to increase compensation for Police and Fire personnel

- 2) Deny a resolution authorizing the City Manager to create hiring incentives and to increase compensation for Police and Fire personnel

RECOMMENDATION:

Staff recommends Option (1) approve a resolution authorizing the City Manager to create hiring incentives and to increase compensation for Police and Fire personnel

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

None.

FISCAL IMPACT:

General Fund – Police and Fire Personnel Budget

| Public Safety Salary Increase Estimate | |
|--|-----------|
| Police salary increase | \$580,000 |
| Police Hiring Incentive | \$25,000 |
| Police Lateral Hiring Incentive | \$30,000 |
| | \$635,000 |

| | |
|------------------------|-----------|
| Fire Salary increase | \$141,144 |
| Fire Hiring Incentive | \$25,000 |
| Paramedic Pay increase | \$67,200 |
| | \$233,344 |

| | |
|---------------------------|-------------|
| Total wage estimates | \$868,344 |
| Total wages with benefits | \$1,085,000 |

STAFF CONTACT:

Rick DeOrdio
 Director of Human Resources
rdeordio@burlesontx.com
 817-426-9641



Public Safety Market Compensation Update

Fiscal Year 2023

Budget Preparation Factors – Summer '22

How we determined the Oct. 1, 2022 rates

Staff utilized many factors in determining compensation for FY'23. One factor used is the proposed increases by the market cities that we compare ourselves to and the current salaries in each. Here is what we received in early August, not all cities responded:

| City | Civilian ATB % | Effective Date | Police ATB % | Effective Date | Fire ATB % | Effective Date |
|-------------------|--|----------------|--|----------------|--|----------------|
| Arlington | 6% | 10/03/22 | 6% | 10/03/22 | 6% | 10/03/22 |
| Bedford | 4% | 10/1/2022 | 4% | 10/1/2022 | 4% | 10/1/2022 |
| Burleson | 0 | | 2% | 10/01/22 | 2% | 10/01/22 |
| Cedar Hill | 5% | 10/01/22 | 7% | 10/01/22 | 7% | 10/01/22 |
| Cleburne | 2.5 | 10/02/22 | Market adj. plus 2.5 | 10/02/22 | Market adj plus 2.5 | 10/02/22 |
| Keller | 2% | 10/01/22 | 3% | 10/01/22 | 2% | 10/01/22 |
| N. Richland Hills | 10% min 4% to max | 10/01/22 | 4% | 10/01/22 | 4% | 10/01/22 |
| The Colony | 3% for under \$75k 5% for under \$75k | 10/1/2022 | 3% for under \$75k 5% for under \$75k | 10/1/2022 | 3% for under \$75k 5% for under \$75k | 10/1/2022 |

Our non-public safety staff were eligible for an average of 3.5% Merit increase

City staff utilized a 2% increase in steps coupled with the 3% between each step to be competitive based upon early data

Recent Market Influencers – Fall '22

A number of the Market Cities made last minute adjustments due to varying factors:

- Aggressive starting salaries by various cities making all positions less attractive in non-competitive cities
 - A few cities had posted sign on incentives for lateral applicants and relocation incentives
 - Lower numbers of test applicants for Police entrance exams
 - Current employment rates are decreasing due to 5 million more jobs than people to fill them
 - Many recruits have little or no life experience and find the job of an officer harder than expected
 - Current times have made it more difficult to recruit and hire police officers
 - Fire fighters continue to have larger recruiting groups than police but still have hiring challenges
 - Paramedics are harder to attract without incentives
 - Some cities have been quiet about salary changes until the last minute to gain a competitive edge
-
- Burleson implemented market adjustments to several groups throughout 2022 to address the dynamic market changes– Public safety communications, part-time and seasonal staff and many field personnel categories were all done between February and June of 2022.

Public Safety Market Salaries for 10/1/2022

Here are the FY'23 starting salaries for our Market Cities and local incentives

| Police Officer Starting Salaries | |
|----------------------------------|-------------|
| Arlington | \$72,211.24 |
| Cedar Hill | \$65,000.00 |
| Cleburne | \$62,477.41 |
| Eules | \$70,857.00 |
| Fort Worth | \$66,601.60 |
| Grand Prairie | \$74,982.00 |
| Hurst | \$77,376.00 |
| Keller | \$64,958.00 |
| Mansfield | \$73,000.00 |
| Midlothian | \$70,033.60 |
| North Richland Hills | \$65,930.00 |
| The Colony | \$73,330.40 |
| Waxahachie | \$65,528.74 |

Burleson \$69,360.00

| Fire Fighter Starting Salaries | |
|--------------------------------|-------------|
| Arlington | \$69,539.44 |
| Cedar Hill | \$59,324.00 |
| Cleburne | \$62,492.04 |
| Eules | \$68,790.00 |
| Fort Worth | \$60,767.00 |
| Grand Prairie | \$74,755.00 |
| Hurst | \$75,899.20 |
| Keller | \$61,560.00 |
| Mansfield | \$68,775.00 |
| Midlothian | \$64,903.80 |
| North Richland Hills | \$58,425.00 |
| The Colony | \$73,332.86 |
| Waxahachie | \$65,526.55 |

Burleson \$69,360.00

None of the cities surveyed included a Merit increase

| Current local incentives - active now | |
|---------------------------------------|--|
| Cedar Hill | \$1,500 for qualified, certified officers |
| Frisco | \$1,350 hiring stipend for all officers |
| Grapevine | \$10,000 sign on bonus for certified officers |
| Watauga | \$10,000 sign on bonus for certified officers |
| Keller | \$2,500 sign on bonus, \$2,500 for relocation of lateral officers if over 75 miles from Keller |
| Colleyville | \$5,000 signon bonus for lateral , \$2,500 for non-certified officers |
| Lewisville | up to \$2,500 sign on bonus |
| Red Oak | \$2,500 - \$4,000 sign on bonus |

Cities have been adding incentives at the time of entry exam posting if other cities currently offer one to be competitive

October Pay Scale for Police and Fire

PUBLIC SAFETY STEP PLAN - EFFECTIVE 10/1/2022 Police and Fire Dept - Sworn Staff

| | | | | | | | | | | |
|-----------|--------------------------------|--------------|--|--|--|--|--|--|--|--|
| 10/1 PLAN | POSITION(S) | 1 | | | | | | | | |
| | Public Safety Recruit - Police | \$ 61,436.47 | | | | | | | | |
| | Duration | Until Sworn | | | | | | | | |

| | | | | | | | | | | |
|----------------|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | Police Officer | 69,360.00 | 71,440.80 | 73,584.02 | 75,791.54 | 78,065.29 | 80,407.25 | 82,819.47 | 85,304.05 | 87,863.17 |
| | Duration | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year |
| | Increase between revised steps | 3% | | 3% | 3% | 3% | 3% | 3% | 3% | 3% |

| | | | | | | | | | | |
|----------------|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | Firefighter | \$ 69,360.00 | \$ 71,440.80 | \$ 73,584.02 | \$ 75,791.54 | \$ 78,065.29 | \$ 80,407.25 | \$ 82,819.47 | \$ 85,304.05 | \$ 87,863.17 |
| | Duration | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year |
| | Increase between revised steps | 3% | | 3% | 3% | 3% | 3% | 3% | 3% | 3% |

| | | | | | |
|----------------|--------------------------------|-------------|-------------|-------------|-------------|
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 |
| | Fire Apparatus Operator | \$86,700.00 | \$89,301.00 | \$91,980.03 | \$94,739.43 |
| | Duration | 1 year | 1 year | 1 year | 1 year |
| | Increase between revised steps | 3% | | 3% | 3% |

| | | | | | | |
|--------------------------------|-----------------|--------------|--------------|---------------|---------------|---------------|
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | 5 |
| | Police Sergeant | | | | | |
| | Fire Lieutenant | \$ 95,880.00 | \$ 98,756.40 | \$ 101,719.09 | \$ 104,770.66 | \$ 107,913.78 |
| | Duration | 1 year | 1 year | 1 year | 1 year | 1 year |
| Increase between revised steps | | 3% | | 3% | 3% | 3% |

| | | | | | |
|--------------------------------|-------------------|--------------|--------------|--------------|--------------|
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 |
| | Police Lieutenant | | | | |
| | Battalion Chief | \$110,041.95 | \$113,893.41 | \$117,879.69 | \$122,005.47 |
| | Duration | 1 year | 1 year | 1 year | 1 year |
| Increase between revised steps | | 3% | | 3% | 3% |

Recruiting Challenges

The Public Safety Departments have many challenges in recruiting qualified applicants:

- Time between testing and background process being completed can be lengthy. Candidates take the first offer they get as they apply to multiple cities.
- New hires are not street ready police officers for about a year due to training time and fire personnel can be 4 – 12 months depending upon training. Fire has 12 vacancies and Police has 10 vacancies.
- Fire Fighter applicants are required to have Fire Fighter / EMT certifications and can start at age 18, Police is age 21.
- Experienced police officers are necessary to fill SRO positions.
- Police Power Shift is unable to be created due to staffing shortages, currently 10 open positions.
- Lower numbers of test applicants for Police entrance exams as previously mandatory college hours were required

Burleson Police and Fire entry exam data for the past year:

| August 2022 Police Test | | January 2022 Police Test | | November 2021 Police Test | | July 2021 Police Test | | September 2021 Fire Fighter Test | |
|-------------------------|---------|--------------------------|----|---------------------------|----|-----------------------|----|----------------------------------|-----|
| Tested | 22 | Tested | 19 | Tested | 19 | Tested | 30 | Applications received | 135 |
| Passed | 17 | Passed | 16 | Passed | 15 | Passed | 16 | Tested | 87 |
| Failed | 5 | Failed | 3 | Failed | 4 | Failed | 14 | Passed | 76 |
| Interviewed | 12 | Interviewed | 12 | Interviewed | 11 | Interviewed | 12 | Failed | 11 |
| Background | 3 | Background | 4 | Background | 2 | Background | 3 | Hired | 10 |
| Hired | Pending | Hired | 4 | Hired | 2 | Hired | 2 | | |

Public Safety Pay Plan Challenges

Several cities made last minute pay adjustments as a way to gain advantage in recruiting. Staff is requesting approval of a resolution Increasing the Public Safety salaries and adding incentives to remain competitive in the top quartile in pay and incentives.

| Position | Anticipated Entry Salary Ranking Compared to Market Cities – 10/1/2022 | Updated Entry Salary Ranking Compared to Market Cities – 10/1/2022 | New Salary Ranking with Increased Paramedic Pay |
|---------------------|--|--|---|
| Police Officer | 3 rd of 15 | 8 th of 15 | 2 nd of 15 |
| Police Sergeant | 5 th of 14 | 7 th of 14 | 3 rd of 14 |
| Firefighter* | 3 rd of 15 | 5 th of 15 | 2 nd of 15 |
| Apparatus Operator* | 4 th of 15 | 7 th of 15 | 2 nd of 15 |
| Fire Lieutenant* | 3 rd of 8 | 3 rd of 8 | 3 rd of 8 |
| Police Lieutenant | 4 th of 14 | 6 th of 14 | 3 rd of 14 |
| Battalion Chief* | 4 th of 15 | 7 th of 15 | 3 rd of 15 |

** Includes increased paramedic pay*

Added hiring incentives of \$2,500 for both entry police officers and fire fighters and implement Police lateral incentives for \$10,000 (Fire does not offer lateral entry) and increasing Paramedic pay from \$2,400 to \$4,800 annually will allow Burleson to be competitive with market cities that currently offer these.

Proposed Pay Scale for Police and Fire

PUBLIC SAFETY STEP PLAN - EFFECTIVE 11/1/2022 Police and Fire Dept - Sworn Staff

| | | | | | | | | | | |
|----------------|--------------------------------|-------------------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|
| 10/1 PLAN | POSITION(S) | 1 | | | | | | | | |
| | Public Safety Recruit - Police | \$ 65,128.68 | | | | | | | | |
| | Duration | Until Sworn | | | | | | | | |
| | | | | | | | | | | |
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | Police Officer | 75,000.00 | 77,250.00 | 79,567.50 | 81,954.53 | 84,413.16 | 86,945.56 | 89,553.92 | 92,240.54 | 95,007.76 |
| | Duration | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year |
| | Increase between revised steps | 3% 3% 3% 3% 3% 3% 3% 3% | | | | | | | | |
| | | | | | | | | | | |
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | Firefighter | \$ 71,000.00 | 73,130.00 | 75,323.90 | 77,583.62 | 79,911.13 | 82,308.46 | 84,777.71 | 87,321.04 | 89,940.68 |
| | Duration | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year | 1 year |
| | Increase between revised steps | 3% 3% 3% 3% 3% 3% 3% 3% | | | | | | | | |
| | | | | | | | | | | |
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | | | | | |
| | Fire Apparatus Operator | \$92,500.00 | 95,275.00 | 98,133.25 | 101,077.25 | | | | | |
| | Duration | 1 year | 1 year | 1 year | 1 year | | | | | |
| | Increase between revised steps | 3% 3% 3% | | | | | | | | |
| | | | | | | | | | | |
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | 5 | | | | |
| | Police Sergeant | \$ 101,000.00 | 104,030.00 | 107,150.90 | 110,365.43 | 113,676.39 | | | | |
| | Duration | 1 year | 1 year | 1 year | 1 year | 1 year | | | | |
| | Increase between revised steps | 3% 3% 3% | | | | | | | | |
| | | | | | | | | | | |
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | 5 | | | | |
| | Fire Lieutenant | \$ 97,500.00 | 100,425.00 | 103,437.75 | 106,540.88 | 109,737.11 | | | | |
| | Duration | 1 year | 1 year | 1 year | 1 year | 1 year | | | | |
| | Increase between revised steps | 3% 3% 3% | | | | | | | | |
| | | | | | | | | | | |
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | | | | | |
| | Police Lieutenant | \$ 117,090.00 | 120,602.70 | 124,220.78 | 127,947.40 | | | | | |
| | Duration | 1 year | 1 year | 1 year | 1 year | | | | | |
| | Increase between revised steps | 3% 3% 3% | | | | | | | | |
| | | | | | | | | | | |
| 10/1 STEP PLAN | POSITION(S) | 1 | 2 | 3 | 4 | | | | | |
| | Battalion Chief | \$120,000.00 | 123,600.00 | 127,308.00 | 131,127.24 | | | | | |
| | Duration | 1 year | 1 year | 1 year | 1 year | | | | | |
| | Increase between revised steps | 3% 3% 3% | | | | | | | | |
| | | | | | | | | | | |

Pay Structure Change Cost Increases

Increases to Public Safety wages and incentives is estimated at \$1,085,000

| Public Safety Salary Increase Estimate | |
|---|------------------|
| Police salary increase | \$580,000 |
| Police Hiring Incentive | \$25,000 |
| Police Lateral Hiring Incentive | \$30,000 |
| | \$635,000 |

There will be salary savings of over \$30,000 for every pay period that vacant positions remain unfilled which lowers the overall cost for the change.

| | |
|-------------------------------|------------------|
| Fire Salary increase | \$141,144 |
| Fire Hiring Incentive | \$25,000 |
| Paramedic Pay increase | \$67,200 |
| | \$233,344 |

Incentives are based upon current eligible personnel and anticipated qualified new recruits

| | |
|----------------------------------|--------------------|
| Total wage estimates | \$868,344 |
| Total wages with benefits | \$1,085,000 |

General Fund Preliminary Update

| | FY 21-22 Estimate | FY 22-23 Adopted | FY 22-23 Adjusted |
|--|----------------------|---------------------|----------------------|
| Beginning Balance | \$ 18,339,917 | \$ 22,135,793 | \$ 22,250,793 |
| Total Revenues | \$ 53,875,665 | \$ 53,151,097 | \$ 53,151,097 |
| Total Expenditures | \$ 50,079,789 | \$ 55,328,011 | \$ 55,328,011 |
| Ending Fund Balance | \$ 22,135,793 | \$ 19,958,879 | \$ 20,073,879 |
| FB% of Expenditure | 44.20% | 36.07% | 36.28% |
| | | | |
| Public Safety Incentives, Market Adj, Benefits | | | \$ 1,085,000 |
| Salary Savings | \$ (115,000) | | \$ (300,000) |
| Adjusted Total Expenditures | \$ 49,964,789 | | \$ 56,113,011 |
| Adjusted Ending Fund Balance | \$ 22,250,793 | | \$ 19,288,879 |
| Adjusted FB% of Expenditures | 44.53% | | 34.38% |

- Year-end estimates have not been finalized
- Public Safety incentive and market adjustment recommended to be competitive
 - Salary savings
- Strong fund balance
- Future year projections adjusted as needed
 - Future Supplemental
 - Cash funding capital projects

Council Action

Options:

1. Approve a resolution to allow the City Manager to implement hiring incentives and an increased starting pay salary scale for police and fire sworn personnel.
2. Deny a resolution to allow the City Manager to implement hiring incentives and an increased starting pay salary scale for police and fire sworn personnel.

Recommendation:

2. Approve a resolution to allow the City Manager to implement hiring incentives and an increased starting pay salary scale for police and fire sworn personnel.

RESOLUTION

A RESOLUTION OF THE CITY OF BURLESON, TEXAS AUTHORIZING THE CITY MANAGER TO INCREASE POLICE AND FIREFIGHTER SALARIES AND IMPLEMENT HIRING INCENTIVES; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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, the labor market related to the hiring and retention of police and fire personnel continues to rapidly evolve; and

WHEREAS, the City Council desires to increase the number of applications and hires for new police and fire personnel, and further desires to retain current police and fire personnel; and

WHEREAS, in an effort to remain competitive in the labor market, the City Council desires to create and implement hiring incentives for both lateral transfers and new hires; and

WHEREAS, additionally, in an effort to remain competitive in the labor market, the City Council desires to increase police and fire salaries on their respective step plans; and

WHEREAS, additionally, in an effort to remain competitive in the labor market, the City Council desires to increase the Paramedic certification stipend available to fire personnel;

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

Section 1. The City Manager is hereby authorized (1) to create and implement hiring incentives to new hires for police officer and firefighter positions, (2) to create and implement hiring incentives to lateral transfers for police officer positions, (3) to increase police and fire salaries on their respective step plans, and (4) to increase the Paramedic certification stipend available to firefighter personnel.

Section 2. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 3. This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2022.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: October 17, 2022

SUBJECT:

Consider approval of a resolution authorizing City staff to obtain an appraisal and land survey of real property in Johnson County, Texas, being a portion of a tract of land commonly known as 1324 County Road 914, necessary to allow for the expansion of Lakewood Drive and for other public purposes. *(Staff Presenter: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

SUMMARY:

The City has recently begun construction on Lakewood Drive (County Road 914), which will expand the current roadway and will extend the road from County Road 1020 (future Alsbury Blvd) to FM 1902. Along with the road work, the City is also making sewer improvements to the area, including construction of sanitary sewer lines and lift station to serve the Chisholm Summit development, future Hooper business park, and the surrounding area. The design of Lakewood Drive has been completed, and the design of the sanitary sewer lift station is approximately 85 percent complete.

The City has identified four parcels along Lakewood Drive (County Road 914) that it must acquire to facilitate the construction of the roadway and sewer improvements. The City and owners of three of the four parcels have reached agreements to allow the City to acquire title to necessary property.

The last remaining parcel is approximately a 7,726 square foot portion of a larger tract of real property located at 1324 County Road 914, though the exact size is unknown at this time. The approximate 7,726 square foot tract is along County Road 914. The City has not been able to reach an agreement with the owner to acquire the required tract.

City staff is seeking a resolution from the City Council to authorize staff to obtain a land survey and real estate appraisal of last remaining parcel. A survey would allow the City to obtain the exact legal description of the approximate 7,726 square foot tract needed along 1324 County Road 914. An appraisal would allow the City to determine the value of the property needed. Further, an exact legal description and appraisal are necessary to make a final offer on the required property, the final offer being step required before the City can file a condemnation petition and begin the process of acquiring the required property through eminent domain.

The resolution also encourages City staff to continue discussions with the owner about obtaining the required property amicably via an agreement in hopes that eminent domain can be avoided.

OPTIONS:

- 1) Approve the resolution.
- 2) Deny the resolution.

RECOMMENDATION:

Staff recommends Option (1) approve the resolution authorizing City staff to obtain an appraisal and land survey of real property in Johnson County, Texas, being a portion of a tract of land commonly known as 1324 County Road 914, necessary to allow for the expansion of Lakewood Drive and for other public purposes.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Resolution for Survey and Appraisal of a Portion of 1324 C.R. 914

Presented to the City Council on
October 17, 2022

Lakewood Drive Expansion

- The construction on the expansion and extension Lakewood Drive is underway
- Expands Lakewood Drive (CR 914) and extends the road from CR 1020 to FM 1902
- Sewer improvements will accompany the road to serve Chisholm Summit, Hooper Business Park, and surrounding area



Lakewood Drive Expansion

- Portions of 4 different parcels of land along Lakewood Drive are needed to expand the road and extend sewer services
- The City has reached an agreement with 3 of the 4 landowners to acquire portions of their respective tracts along Lakewood Drive
- The last remaining parcel is a portion of the 1324 C.R. 914 tract
- The City needs approximately 6,000 square feet from the 1324 C.R. 914 tract along Lakewood Drive for the road and sewer improvements



Lakewood Drive Expansion

- The resolution authorizes staff to obtain a land survey and real estate appraisal of the approx. 7,000 square foot parcel needed
- The legal description and appraisal are necessary to make a final offer to the landowner for the parcel
- A final offer is required before the City can file a condemnation petition to acquire the property through eminent domain
- The resolution encourages staff to continue negotiations with the landowner to obtain the parcel amicably through an agreement



Lakewood Drive Expansion

- Action Requested:

Approve or deny a resolution authorizing City staff to obtain an appraisal and land survey of real property in Johnson County, Texas, being a portion of a tract of land commonly known as 1324 C.R. 914 necessary to allow for the expansion of Lakewood Drive and for other public purposes.

- Staff recommends approval



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING STAFF TO OBTAIN AN APPRAISAL AND LAND SURVEY OF REAL PROPERTY IN JOHNSON COUNTY, TEXAS, BEING A PORTION OF 1324 COUNTY ROAD 914 NECESSARY TO ALLOW FOR THE EXPANSION OF LAKEWOOD DRIVE AND FOR OTHER PUBLIC PURPOSES.

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, the City Council believes that to promote the public safety and public health, to facilitate the safety and movement of traffic, to facilitate the safety and movement of wastewater, the public convenience and necessity require the acquisition of real property along Lakewood Drive from the tract or parcel commonly known as 1324 County Road 914 in Johnson County, Texas, the exact size and dimension of which is unknown at this time but is approximated at 7,726 square feet (the “Property”), owned by M. O. Bush, an individual (the “Owner”), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of Lakewood Drive and for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of wastewater lines and facilities (the “Project”), as a part of the improvements to the Project; and

WHEREAS, the City has not obtained a land survey of the Property to determine the exact size and dimension of the Property necessary for the Project; and

WHEREAS, the City has not obtained an independent, professional appraisal report of the Property to establish just compensation for the property rights to be acquired; and

WHEREAS, in accordance with Chapter 21 of the Texas Property Code, the City cannot file a petition to eminent domain the Property until the City has made a final bona fide offer to the Owner for the Property that includes a written appraisal from a certified appraiser of the Property and damages to the remainder, if any;

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

Section 1.

The City Manager is authorized to negotiate an agreement to acquire the Property with the Owner, subject to approval of the agreement and acquisition price by the City Council.

Section 2.

The City Manager is authorized to negotiate with the Owner to obtain a land survey and appraisal

of the Property by amicable means. If the City and Owner do not reach an agreement to allow for the survey and appraisal of the Property, the City Attorney is authorized to take legal action and make legal filings on behalf of the City necessary to obtain a land survey and appraisal of the Property.

Section 3.

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

Choose an item.

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: October 17, 2022

SUBJECT:

Consider approval of a contract with Playwell, Inc for the installation of new playground and park features at Oak Valley Park in the amount of \$283,121.86. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

Oak Valley Park has been identified as one of 3 parks receiving new playgrounds and features in the 2023 Parks and Recreation Capital Improvement Program. The scope for improvements includes: new playground, shade, furniture, and parking lot improvements. 2 round of public engagement went out to the community to select the upgrades for Oak Valley Park and the final determination is being presented this evening.

The parking lot improvements will be brought forward as a separate item at a future City Council meeting for consideration.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving the project as presented.

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

Park Board- October 13, 2022

FISCAL IMPACT:

\$283,121.86 will be funded through 4B as part of the 2023 Parks Capital Improvement Plan. This project is budgeted for \$500,000 and the parking lot improvements will be presented at a future meeting.

STAFF CONTACT:

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



Oak Valley

City Council- October 17, 2022

Staff Presenter: Jen Basham, Director of Parks and Recreation

Background

- Oak Valley Park has been approved as a 2023 project in the Parks Capital Improvement Program
- This project has been budgeted with \$500,000
 - Includes: Playground, furnishings, parking renovation and expansion
 - Does not include: restrooms, pavilion, etc...
- Public Engagement was completed utilizing the format approved by City Council
- 2 rounds of survey were completed to determine what features and improvements should be included in the final design
- 5 playground manufacturers were contacted for concepts based on survey feedback with project budgets in mind
- 4 concepts were selected based off of the site and submittals

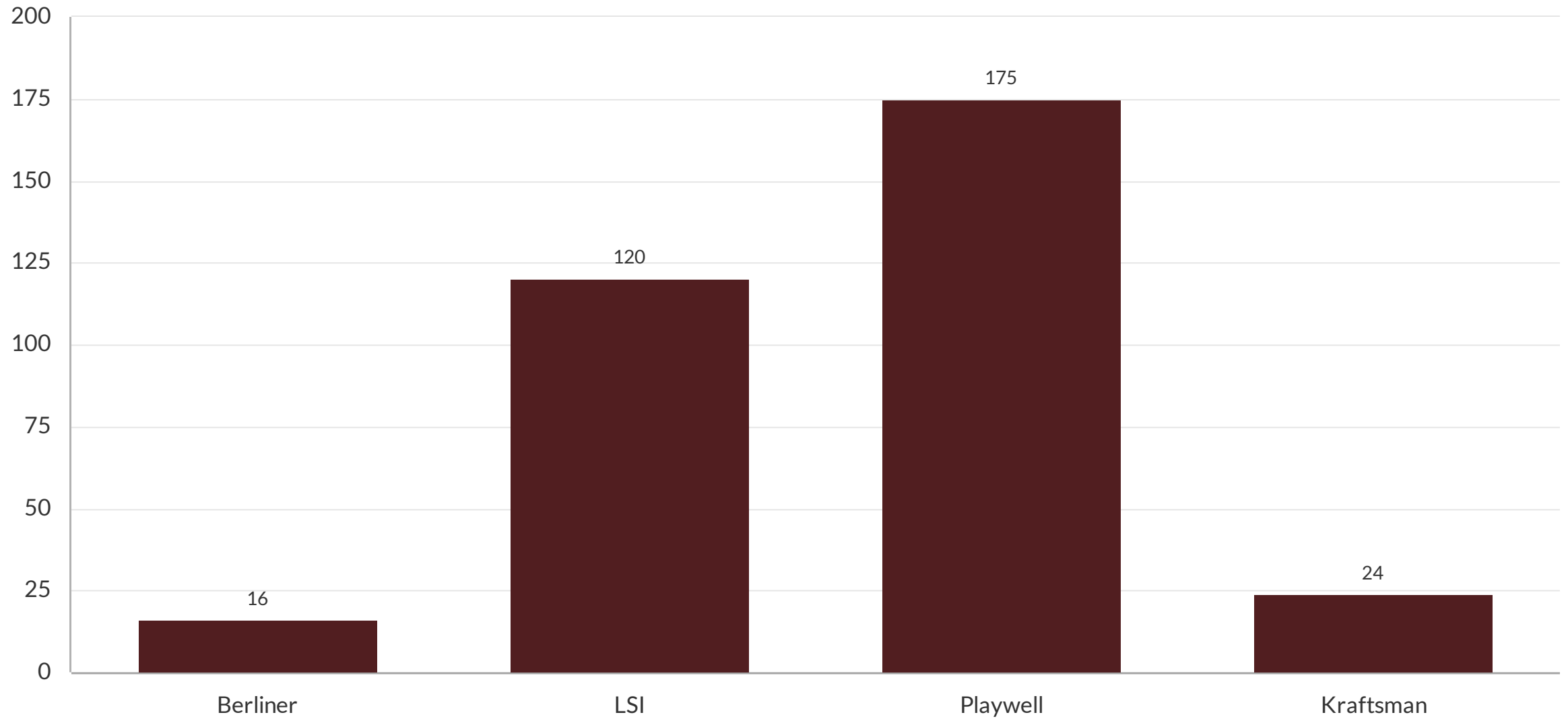
Summary of Surveys

- Survey 1- 487 responses, open from June 13th-July 25th
Additional requests for amenities include: restrooms, additional parking , security cameras, fully inclusive for abilities
- Survey 2-338 responses-open from August 26th-September 23rd
Additional requests were made for restrooms
- Total responses-825

Concepts presented based on resident feedback



Which Playground?



Elements of Community Selected Park Improvements

Playwell Concept Includes:

- Inclusive Merry-go-round
- Poured in place surfacing
- Double bay swing shade
- 3- 6ft benches
- 1 Picnic table
- 1 trash receptacle
- **Cost \$283,121.86**
 - Estimated lead time once approved and funding available is 20 weeks

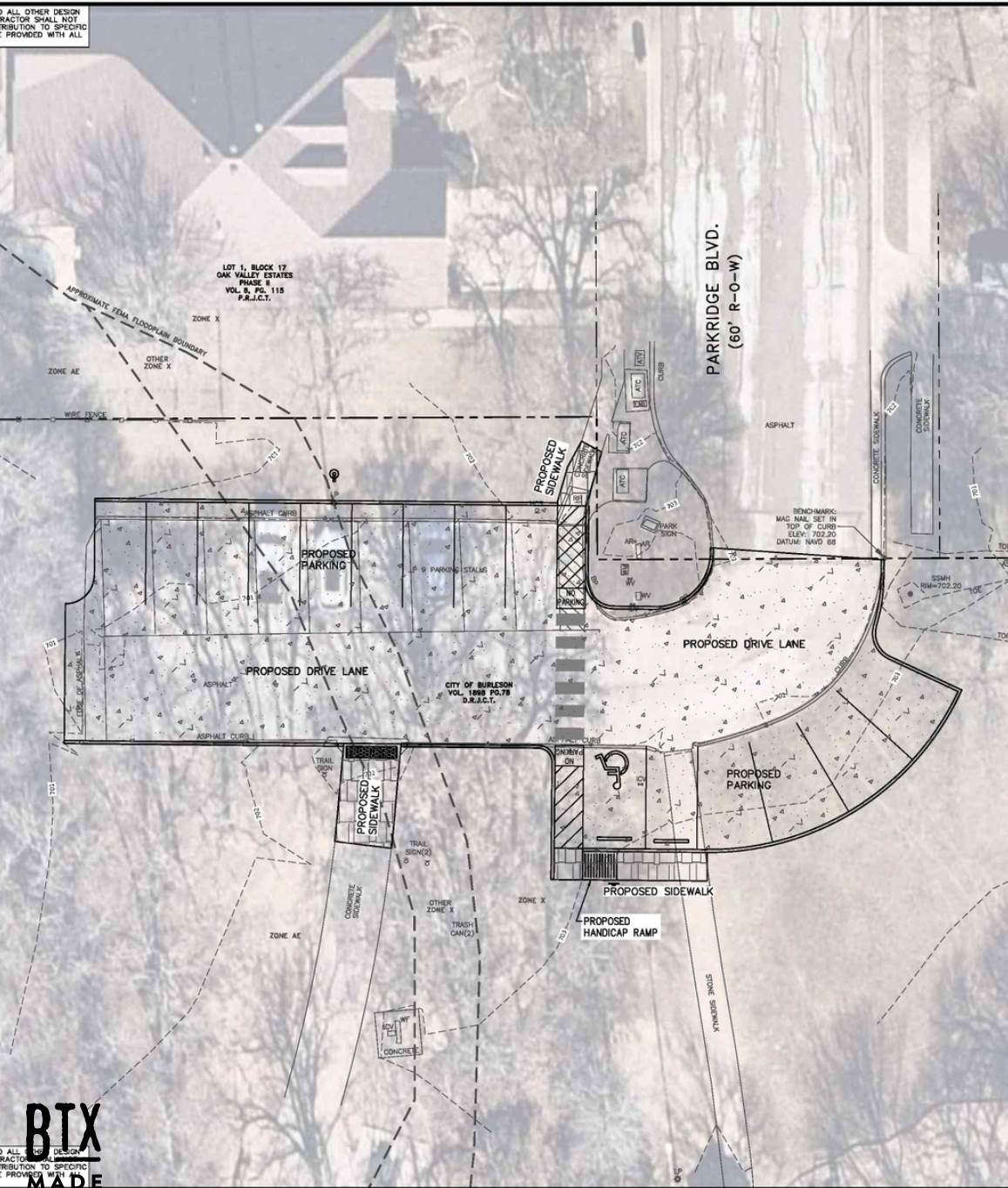








Parking Lot Expansion and Renovation



Parking lot expansion and renovation:

- Renovation of existing parking lot
- Increase width of current parking lot
- 6 additional parking spaces
- Estimated cost: \$194,885
 - Includes: Asphalt parking lot to match connecting street and concrete curbing

Future agenda item for approval

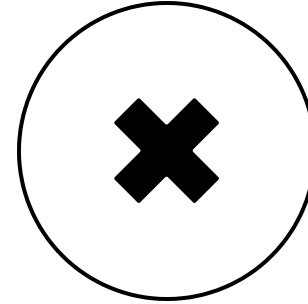
Options

Staff Recommendation



New Park Concept

- Approve contract with Playwell in the amount of \$283,121.86 for improvements at Oak Valley Park



Direct staff not to proceed with project

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas

THE CITY OF
BURLESON
TEXAS
**Parks and
Recreation**

MULTI-PARK RENOVATION

OAK VALLEY PARK



ELK RIDGE PARK



WAKEFIELD PARK



**203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816**

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

OAK VALLEY PARK



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

PlayWell

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203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

OAK VALLEY PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 13 | 12/7 | 7 | 8/0 | 3/0 |

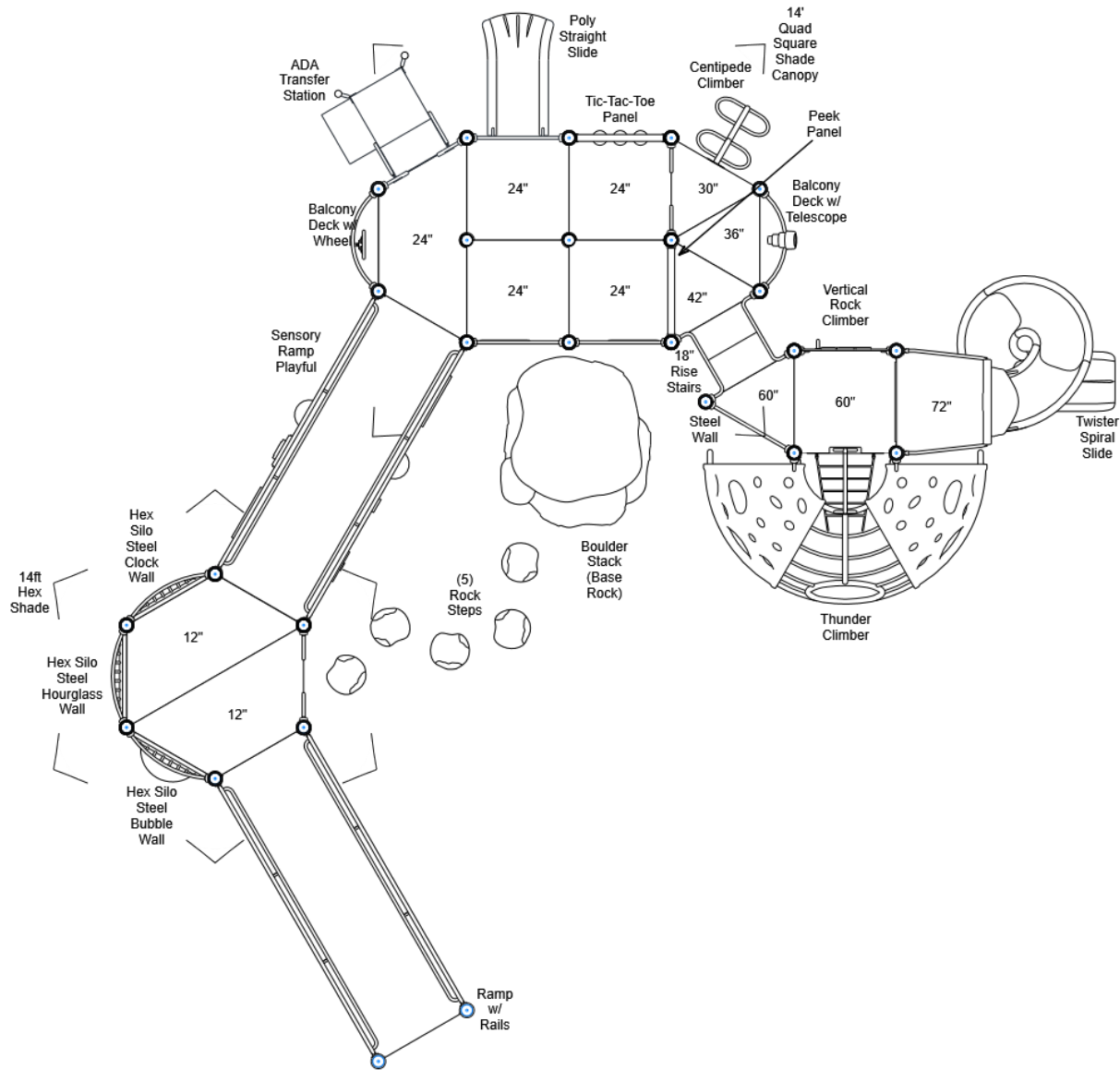
R5

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50EDDA3A
PROJECT#: 1
DATE: 8/19/2022

MIN. USE ZONE: 49' x 48'

PLAYCRAFT REP:
The PlayWell Group, Inc.

OAK VALLEY PARK
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 13 | 12/7 | 7 | 14/0 | 5/0 |

R5

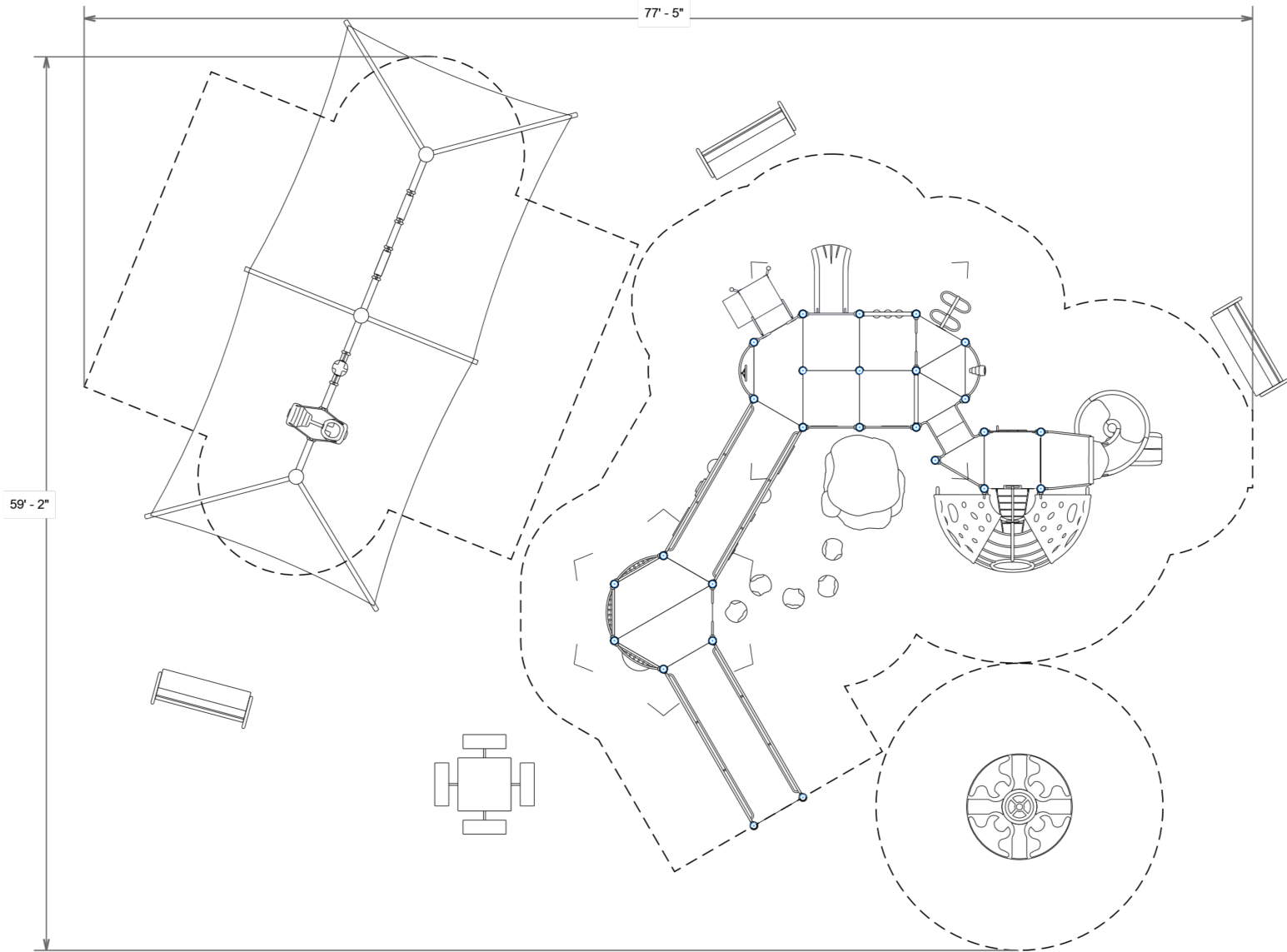
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: 1
DATE: 8/19/2022

MIN. USE ZONE: 78' x 60'

PLAYCRAFT REP:
The PlayWell Group, Inc.



Bill of Materials

OAK VALLEY PARK
CITY OF BURLESON
141 W RENFRO STREET
BURLESON, TX 76028

Project# 1
8/19/2022

| Item | Description | Quantity |
|----------------------|-----------------------------------|----------|
| SITE FURNISHINGS | | |
| A3-4221 | 4221 Pedestal Picnic Table | 1 |
| A3-4331-G | 4331-G Urban Elite Bench 6ft (GM) | 3 |
| SWINGS | | |
| A2-131510 | Playshare Seat | 1 |
| A2-311010 | Full Bucket Seat | 1 |
| A2-313010 | Belt Seat | 3 |
| RSW3516G | RSW3516G Swing Shade (Double Bay) | 1 |
| R50EDDA3A | | |
| HS-1004-R | Collars | 82 |
| A2-2272-D1-R5 | Boulder Stack (Base Rock) | 1 |
| GF-7001 | Flat Cap, R5 | 2 |
| GF-7002 | Dome Cap, R5 | 14 |
| S-1006-R5F-9-024-063 | Post, 6ft, 24in (63in) | 2 |
| S-1007-R5-07ft | Post, 07ft R5 | 2 |
| S-1009-R5-09ft | Post, 09ft R5 | 3 |
| S-1010-R5-10ft | Post, 10ft R5 | 2 |
| S-1011-R5-11ft | Post, 11ft R5 | 2 |
| S-1012-R5-12ft | Post, 12ft R5 | 3 |
| S-1013-R5-13ft | Post, 13ft R5 | 8 |
| S-1016-R5-16ft | Post, 16ft R5 | 4 |
| S-1101-R5 | Square Deck | 5 |
| S-1102-R5 | Tri-Deck | 4 |
| S-1103-R5 | Hex Deck, Half (5 Post) | 1 |
| S-1106-R5 | Hex Deck, Half (4 Post) | 2 |
| S-1109-R5-MT | Balcony Deck w/ Wheel | 1 |



Bill of Materials (continued)

| Item | Description | Quantity |
|-----------------|--|----------|
| S-1109-R5-T | Balcony Deck w/ Telescope | 1 |
| S-1110-R | Filler, Universal (12in) | 1 |
| S-1112-R | Filler, 18in | 1 |
| S-1206-18R5 | ADA Stairs, 18in Rise w/ Walls | 1 |
| S-1208-R-RAIL12 | Ramp 144in (Ground w/ Rails, Inc.) | 1 |
| S-1208-SRP-12 | Sensory Ramp 144in (6-12, Playful, Inc.) | 1 |
| S-1209-12-HW-R5 | Transfer Station, 24in-R (RHW) | 1 |
| S-1220-3 | Climber, Centipede 30-36in | 1 |
| S-1237-5R5 | Climber, Vertical Rock 54-60in | 1 |
| S-12401-R5 | Climber, Thunder | 1 |
| S-1301-R5 | Wall, Steel 36in (Standard) | 1 |
| S-1309-2-R5 | Half Walls (Pair) R5 | 2 |
| S-1314-R5L | Access Wall (Left) | 1 |
| S-1314-R5R | Access Wall (Right) | 1 |
| S-1341-BWIN | Hex Silo Steel Bubble Wall | 1 |
| S-1341-CLK | Hex Silo Steel Clock Wall | 1 |
| S-1341-HGLS | Hex Silo Steel Hourglass Wall | 1 |
| S-1610-R5 | Peek Panel | 1 |
| S-1616-R5 | Tic-Tac-Toe Panel | 1 |
| S-1701-2R5V2 | Slide, Single 24-30in (Straight) | 1 |
| S-1706-S6L-R5 | Slide, Twister Spiral 72in (L) | 1 |
| S-18021-R5QD14 | Shade Canopy, 14ft Quad Square | 1 |
| S-18026-R5 | Shade Canopy, Hex 14ft | 1 |
| S-1961-R | Rock Step | 5 |
| MERRY GO ROUND | | |
| A2-2496-SL | PC 2496-SL Inclusive Merry-Go-Round | 1 |

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office

6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office

5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office

9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 20307 Purchase Order #: _____

Signature: _____ Date: _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20307

9/30/2022

BILL TO:

City of Burleson
Accounts Payable
141 West Renfro Street
Burleson, TX 76028

Phone: (817) 426-9646

SHIP TO:

City of Burleson-Oak Valley Park
Evander Playscape-Fernando Rico
3349 State Highway 22
Hillsboro, TX 76645

Phone: (210) 255-9130

| CUST. PO # | TERMS | SALES REP | COUNTY | | QUOTE EXPIRATION | |
|---|--|-----------|-------------------------|-------------|------------------|--|
| | NET 30 | FAZ | JOHNSON | | 10/30/2022 | |
| ITEM | DESCRIPTION | QTY | LIST PRICE | DISC. PRICE | TOTAL | |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 | 0.00 | |
| | PLAYCRAFT | | | | | |
| PC-4331-G | URBAN ELITE BENCH 6' (INGROUND) | 3 | 1584.77 | 1,505.53 | 4,516.59 | |
| PC-4221 | PEDESTAL PICNIC TABLE | 1 | 2200.10 | 2,090.10 | 2,090.10 | |
| RSW3516G | SWING SHADE-DOUBLE BAY | 1 | 13579.06 | 12,900.11 | 12,900.11 | |
| PC-313010 | BELT SEAT | 3 | 159.06 | 151.11 | 453.33 | |
| PC-311010 | FULL BUCKET SEAT | 1 | 343.66 | 326.48 | 326.48 | |
| PC-131510 | PLAYSHARE SWING SEAT | 1 | 1253.88 | 1,191.19 | 1,191.19 | |
| R50EDDA3A | R5 CUSTOM PLAY SYSTEM | 1 | 85455.41 | 81,182.64 | 81,182.64 | |
| PC-2496-SL | INCLUSIVE MERRY-GO-ROUND | 1 | 7079.78 | 6,725.79 | 6,725.79 | |
| SHIP | SHIPPING & HANDLING | 1 | 14143.10 | 14,143.10 | 14,143.10 | |
| | FLEXITURF | | | | | |
| PIP | POURED IN PLACE SURFACING-SWING AREA 3.75" THICKNESS-AROMATIC BINDER COLOR: 50% STD/50% BLACK | 1,116 | 20.26 | 19.25 | 21,483.00 | |
| PIP | POURED IN PLACE SURFACING-SWING AREA 3" THICKNESS-AROMATIC BINDER COLOR: 50% STD/50% BLACK | 2,713 | 19.03 | 18.08 | 49,051.04 | |
| PRE-SITE FLEXIT... | 4" AGGREGATE AND COMPACTION TO 95% | 1,116 | 4.31 | 4.09 | 4,564.44 | |
| PRE-SITE FLEXIT... | 4" AGGREGATE AND COMPACTION TO 95% | 2,713 | 4.31 | 4.09 | 11,096.17 | |
| QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006 Date _____ Signature _____ | | | SUBTOTAL | | \$209,723.98 | |
| | | | SALES TAX (0.0%) | | \$0.00 | |
| | | | TOTAL | | \$209,723.98 | |

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By: Maria Powell

Printed: Maria Powell

Title: Business Manager

Date: 10/10/22

City of Burleson-Oak Valley Park
Quote 20307-Product

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

**11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127**

Arkansas Sales Office

**6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116**

Oklahoma Sales Office

**5030 North May, Suite 129
Oklahoma City, OK 73112**

New Mexico Sales Office

**9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113**

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS-ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated losses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 9103 Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #

9103

9/6/2022

BILL TO:

City of Burleson
Accounts Payable
650 Northwest summercrest Boulevard
Burleson, TX 76028

Phone: (817) 426-9646

INSTALLATION SITE:

City of Burleson-Oak Valley Park
Daniel Shafer
804 Parkridge Boulevard
Burleson, TX 76028

Phone: (817) 426-9291

| CUST. PO# | TERMS | SALES REP | COUNTY | QUOTE EXPIRATION |
|-----------------|--|-----------|------------|------------------|
| | NET 30 | FAZ | JOHNSON | 10/6/2022 |
| ITEM | DESCRIPTION | QTY | LIST PRICE | TOTAL |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 |
| | DELIVERED AND INSTALLED BY EVANDER PLAYSAPES | | | |
| PC-4331-G | INSTALLATION OF URBAN ELITE BENCH 6' (INGROUND) | 3 | 523.98 | 1,571.94 |
| PC-4221 | INSTALLATION OF PEDESTAL PICNIC TABLE | 1 | 727.43 | 727.43 |
| INSTALL-EVANDER | INSTALLATION OF SWING SHADE-DOUBLE BAY | 1 | 4,489.75 | 4,489.75 |
| PC-313010 | INSTALLATION OF BELT SEAT | 3 | 52.59 | 157.77 |
| INSTALL-EVANDER | INSTALLATION OF FULL BUCKET SEAT | 1 | 113.63 | 113.63 |
| PC-131510 | INSTALLATION OF PLAY SHARE SWING SEAT | 1 | 414.58 | 414.58 |
| INSTALL-EVANDER | INSTALLATION OF R5 CUSTOM PLAY SYSTEM-R50EDDA3A | 1 | 28,254.83 | 28,254.83 |
| PC-2496-SL | INSTALLATION OF INCLUSIVE MERRY-GO-ROUND | 1 | 2,340.85 | 2,340.85 |
| DEMO-EVANDER | PARK #1 OAK VALLEY PARK INSTALL 404 LINEAR FEET OF CONCRETE CURBING 4" WIDTH X 8" DEPTH TOTAL SQUARE FEET = 3,829 EXCAVATE DISPOSE OF APPROXIMATELY 111 CUBIC YARDS OF DIRT DEMO: 1)EXISTING PLAY STRUCTURE AND INDEPENDENT PLAY ITEMS 2) REMOVE EXISTING PAVER(S) BORDER 3)SPREAD EXISTING WOOD FIBER ONSITE | 1 | 35,327.10 | 35,327.10 |

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$73,397.88

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____

Signature _____

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
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13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
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17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By: Maria Powell

Printed: Maria Powell

Title: Business Manager

Date: 10/10/22

City of Burleson-Oak Valley Park
Quote 9103-Install

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

ELK RIDGE PARK



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas



**203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816**

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas



203A State Highway 46 East
Boerne, TX 78006
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ELK RIDGE PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 12 | 12/6 | 4 | 4/0 | 2/3 |

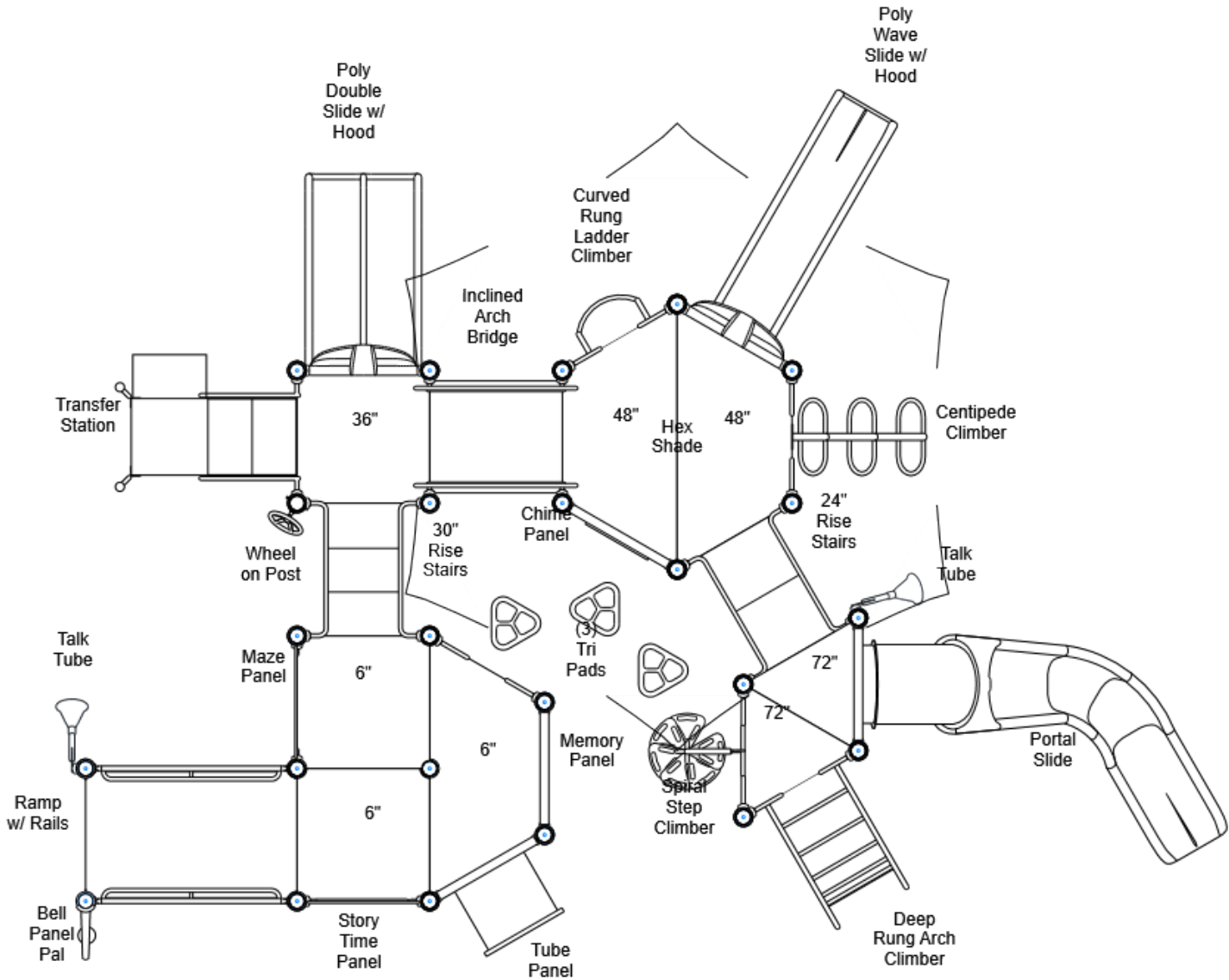
R5

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50E5AD9A
PROJECT#: 2
DATE: 8/24/2022

MIN. USE ZONE: 44' x 37'

PLAYCRAFT REP:
The PlayWell Group, Inc.

ELK RIDGE PARK
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 12 | 12/6 | 4 | 26/0 | 20/3 |

R5

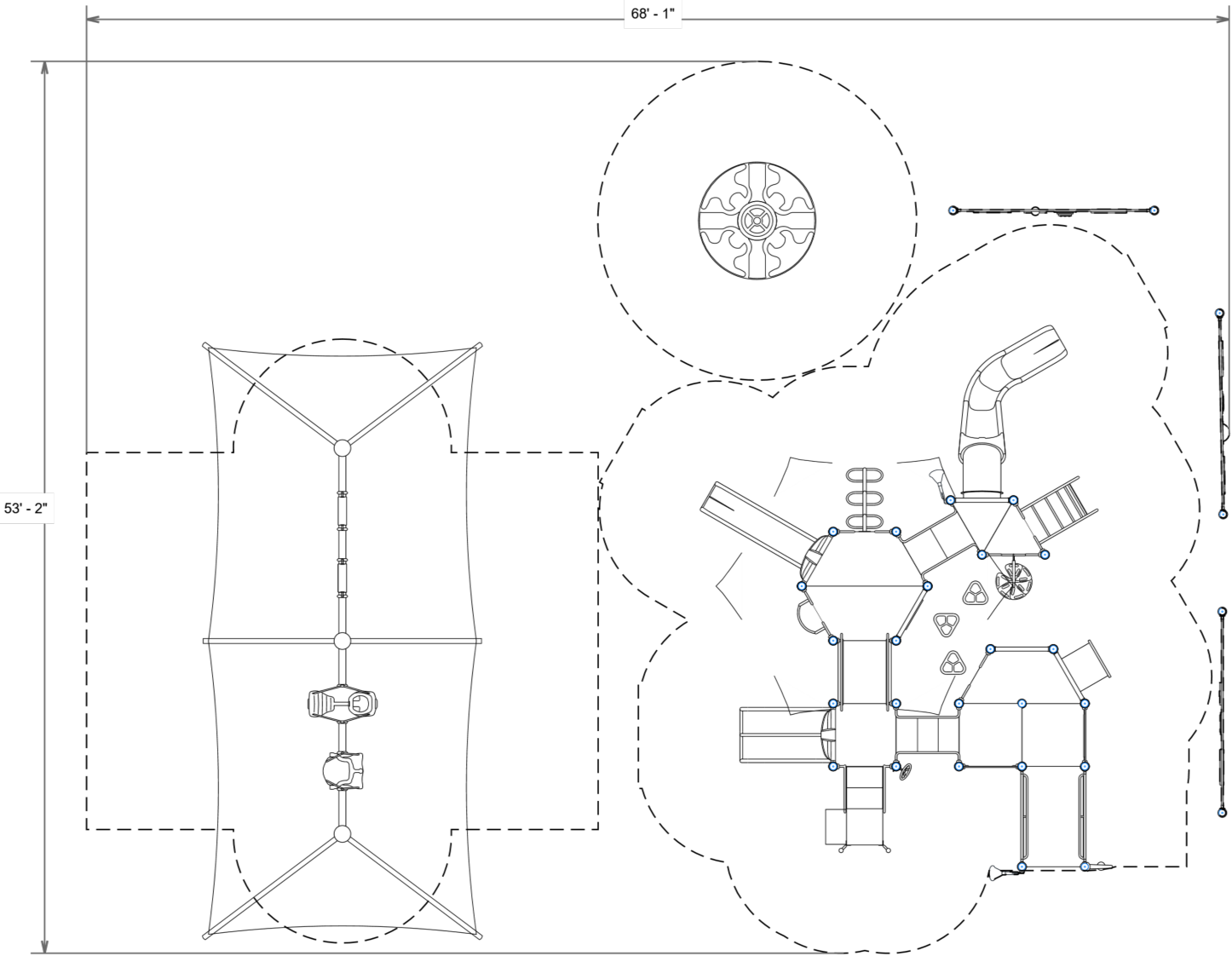
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: 2
DATE: 8/24/2022

MIN. USE ZONE: 69' x 54'

PLAYCRAFT REP:
The PlayWell Group, Inc.



Bill of Materials

ELK RIDGE PARK

Project# 2

8/24/2022

| Item | Description | Quantity |
|----------------------|-------------------------------------|----------|
| SWINGS | | |
| A2-131410 | Inclusive Seat | 1 |
| A2-131510 | Playshare Seat | 1 |
| A2-313010 | Belt Seat | 3 |
| RSW3516G | RSW3516G Swing Shade (Double Bay) | 1 |
| MERRY GO ROUND | | |
| A2-2496-SL | PC 2496-SL Inclusive Merry-Go-Round | 1 |
| SENSORY PANEL | | |
| HS-1004-R | Collars | 13 |
| GF-7002 | Dome Cap, R5 | 6 |
| S-1007-R5-07ft | Post, 07ft R5 | 6 |
| S-1981-SWC | Sensory Play Wall (Cognitive) | 1 |
| S-1981-SWD | Sensory Play Wall (Dynamic) | 1 |
| S-1981-SWP | Sensory Play Wall (Playful) | 1 |
| R50E5AD9A | | |
| HS-1004-R | Collars | 60 |
| GF-7001 | Flat Cap, R5 | 1 |
| GF-7002 | Dome Cap, R5 | 17 |
| S-1004-R5F-3-006-045 | Post, 4ft, 6in (45in) | 1 |
| S-1008-R5-08ft | Post, 08ft R5 | 9 |
| S-1010-R5-10ft | Post, 10ft R5 | 4 |
| S-1013-R5-13ft | Post, 13ft R5 | 4 |
| S-1017-R5-17ft | Post, 17ft R5 | 6 |
| S-1101-R5 | Square Deck | 3 |
| S-1102-R5 | Tri-Deck | 2 |
| S-1103-R5 | Hex Deck, Half (5 Post) | 1 |

| Item | Description | Quantity |
|---------------|-------------------------------------|----------|
| S-1106-R5 | Hex Deck, Half (4 Post) | 2 |
| S-1206-24R45 | ADA Stairs, 24in Rise w/ Walls | 1 |
| S-1206-30R5 | ADA Stairs, 30in Rise w/ Walls | 1 |
| S-1208-RL-6 | Ramp 72in (6in Incline w/ Rails) | 1 |
| S-1209-24-R5 | Transfer Station, 36in-L | 1 |
| S-1219-6 | Climber, Deep Rung Arch 66-72in | 1 |
| S-1220-4 | Climber, Centipede 42-48in | 1 |
| S-1234-6R | Climber, Spiral Step 66-72in | 1 |
| S-1282-4 | Climber, Curved Rung Ladder 42-48in | 1 |
| S-1303-R5 | Single Slide SitDown Hood | 1 |
| S-1306-R5 | Double Slide SitDown Hood | 1 |
| S-1309-2-R5 | Half Walls (Pair) R5 | 4 |
| S-1310-R5 | Transition Wall | 1 |
| S-1514-45R5 | Bridge, Inclined Arch (45in) | 1 |
| S-1604-R5 | Chime Panel | 1 |
| S-16071-R5-DM | Story Time Panel | 1 |
| S-1607-R5 | Maze Panel | 1 |
| S-1608-R5 | Memory Panel | 1 |
| S-1613-12R5 | Tube Panel | 1 |
| S-1661-R5 | Panel Pal, Bell | 1 |
| S-1702-3R5 | Slide, Double 36in | 1 |
| S-1704-4 | Slide, Wave 48in (Single) | 1 |
| S-1709-6L-RR | Slide, Portal 72in (R-R, Right) | 1 |
| S-18026-18-R5 | Shade Canopy, Hex 18ft | 1 |
| S-1812-R5 | Driver Wheel (Post Mounted) | 1 |
| S-1910-R5 | Talk Tube (Post Mounted, Left) | 2 |
| S-1961-RV | Tri Pad Seat | 3 |

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office

6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office

5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office

9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 20314 Purchase Order #: _____

Signature: _____ Date: _____



Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20314

10/3/2022

BILL TO:

City of Burleson
Accounts Payable
141 West Renfro Street
Burleson, TX 76028

Phone: (817) 426-9646

SHIP TO:

City of Burleson-Elk Ridge Park
Evander Playscapes-Fernando Rico
3349 State Highway 22
Hillsboro, TX 76645

Phone: (210) 255-9130

| CUST. PO # | TERMS | SALES REP | COUNTY | | QUOTE EXPIRATION |
|-------------|--|-----------|------------|-------------|------------------|
| | NET 30 | FAZ | JOHNSON | | 11/3/2022 |
| ITEM | DESCRIPTION | QTY | LIST PRICE | DISC. PRICE | TOTAL |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 | 0.00 |
| | PLAYCRAFT | | | | |
| RSW3516G | SWING SHADE-DOUBLE BAY | 1 | 13579.06 | 12,900.11 | 12,900.11 |
| PC-313010 | BELT SEAT | 3 | 159.06 | 151.11 | 453.33 |
| PC-131410 | INCLUSIVE SWING SEAT | 1 | 975.24 | 926.48 | 926.48 |
| PC-131510 | PLAYSHARE SWING SEAT | 1 | 1253.88 | 1,191.19 | 1,191.19 |
| PC-2496-SL | INCLUSIVE MERRY-GO-ROUND | 1 | 7079.78 | 6,725.79 | 6,725.79 |
| PR-R5 | R5 CUSTOM PLAY SYSTEM-SENSORY PANEL | 1 | 17606.57 | 16,726.24 | 16,726.24 |
| R50E5AD9A | R5 CUSTOM PLAY SYSTEM | 1 | 59147.15 | 56,189.79 | 56,189.79 |
| SHIP | SHIPPING & HANDLING | 1 | 13297.44 | 13,297.44 | 13,297.44 |
| | MODERN SHADE | | | | |
| MS-10X10 | CANTILEVER UMBRELLA PYRAMID-10'X10'-HEIGHT 8' | 2 | 3513.33 | 3,337.66 | 6,675.32 |
| | COLOR: TBD | | | | |
| SED MODERN | SEALED ENGINEERED DRAWINGS | 1 | 1133.33 | 1,076.66 | 1,076.66 |
| SHIP | SHIPPING & HANDLING | 1 | 1466.82 | 1,466.82 | 1,466.82 |
| PERMITS | PERMITTING | 1 | 0.00 | 0.00 | 0.00 |
| | No permitting or windstorm engineering for permitting is included unless specifically noted. | | | | |
| | GWG | | | | |
| FIBER-GWG | ENGINEERED WOOD FIBER | 150 | 21.33 | 20.26 | 3,039.00 |
| SHIP | SHIPPING & HANDLING | 1 | 1177.60 | 1,177.60 | 1,177.60 |



The PlayWell Group, Inc.

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QUOTATION

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10/3/2022

BILL TO:

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SHIP TO:

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| CUST. PO # | TERMS | SALES REP | COUNTY | | QUOTE EXPIRATION | |
|---|--|-----------|-------------------------|-------------|------------------|--|
| | NET 30 | FAZ | JOHNSON | | 11/3/2022 | |
| ITEM | DESCRIPTION | QTY | LIST PRICE | DISC. PRICE | TOTAL | |
| FIBER DELY-GWG | FIBER DELIVERY FROM GWG WOOD-The area where the wood fiber is to be delivered must be accessible to 45'Trailers /height of 13' 5" for unloading of safety surfacing. Please note that there may be signs of access afterwards. If the site is not accessible, please notify GWG Wood as soon as possible, as extra freight charges could be added. On split loads customers are responsible for determining the quantity needed at each site, accept deliveries on the same day and additional charge could be added. Customers will be contacted with a delivery time the day before delivery. 30 minutes of driver wait time is included in freight charge. Longer wait times will result in a \$50 per half hour additional freight charge. | 1 | 0.00 | 0.00 | 0.00 | |
| QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006 Date _____ Signature _____ | | | SUBTOTAL | | \$121,845.77 | |
| | | | SALES TAX (0.0%) | | \$0.00 | |
| | | | TOTAL | | \$121,845.77 | |

**City of Burleson
Addendum to Vendor's Contract
Additional Provisions**

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By: Maria Powell

Printed: Maria Powell

Title: Business Manager

Date: 10/10/22

City of Burleson-Elk Ridge Park
Quote 20314-Product

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

**11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127**

Arkansas Sales Office

**6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116**

Oklahoma Sales Office

**5030 North May, Suite 129
Oklahoma City, OK 73112**

New Mexico Sales Office

**9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113**

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS-ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated losses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 9214 Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
9214

10/3/2022

BILL TO:

City of Burleson
Accounts Payable
650 Northwest summercrest Boulevard
Burleson, TX 76028

Phone: (817) 426-9646

INSTALLATION SITE:

City of Bruleson-Elk Ridge Park
Daniel Shafer
1016 Dorsey Street
Burleson, TX 76028

Phone: (817) 426-9291

| CUST. PO# | TERMS | SALES REP | COUNTY | QUOTE EXPIRATION |
|-----------------|---|-----------|------------|------------------|
| | NET 30 | FAZ | JOHNSON | 11/3/2022 |
| ITEM | DESCRIPTION | QTY | LIST PRICE | TOTAL |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 |
| INSTALL-EVANDER | DELIVERED AND INSTALLED BY EVANDER PLAYSAPES | | | |
| PC-313010 | INSTALLATION OF SWING SHADE-DOUBLE BAY | 1 | 4,489.75 | 4,489.75 |
| PC-131410 | INSTALLATION OF BELT SEAT | 3 | 52.59 | 157.77 |
| PC-131510 | INSTALLATION OF INCLUSIVE SWING SEAT | 1 | 322.45 | 322.45 |
| PC-2496-SL | INSTALLATION OF PLAY SHARE SWING SEAT | 1 | 414.58 | 414.58 |
| INSTALL-EVANDER | INSTALLATION OF INCLUSIVE MERRY-GO-ROUND | 1 | 2,340.85 | 2,340.85 |
| INSTALL-EVANDER | INSTALLATION OF SENSORY PANEL | 1 | 5,821.41 | 5,821.41 |
| INSTALL-EVANDER | INSTALLATION OF R5 CUSTOM PLAY SYSTEM-R50E5AD9A | 1 | 19,556.31 | 19,556.31 |
| DEMO | PARK #2 ELK RIDGE PARK INSTALL 390 LINEAR FEET OF CONCRETE CURBING 4" WIDTH X 12" DEPTH TOTAL SQUARE FEET = 3,105 EXCAVATE DISPOSE OF APPROXIMATELY 116 CUBIC YARDS OF DIRT DEMO: 1)EXISTING PLAYGROUND(LEAVING ADJACENT CLIMBING BOULDERS) 2)CONCRETE CURB/BORDER AROUND EXISTING PLAY STRUCTURE | 1 | 31,581.62 | 31,581.62 |
| FIB-GWG | INSTALLATION OF ENGINEERED WOOD FIBER | 150 | 15.35 | 2,302.50 |
| INSTALL-EVANDER | INSTALLATION OF CANTILEVER UMBRELLA PYRAMID-10'X10'-HEIGHT 8'-24"X5' PIERS WITH (6) #8 VERTICALS-#3 RINGS AT 12"O.C | 2 | 3,125.81 | 6,251.62 |

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$73,238.86

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____ Signature _____

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By:  _____

Printed: Maria Powell

Title: Business Manager

Date: 10/10/22

City of Burleson-Elk Ridge Park
Quote 9214-Install

2021

PLAYCRAFT SYSTEMS

Commercial Playground Equipment Specifications



A **PLAYCORE** Company

123 North Valley Drive - Grants Pass, OR 97526

Tel: (541) 955-9199 Fax: (541) 955-6130

8/18/2021

Playcraft Systems' commitment to craftsmanship and commitment extends throughout all product offerings. Utilizing superior materials and industry leading manufacturing techniques, our Round 5, Round 3.5, Revolution, and Freestanding Events are tested and validated to be in conformance with ASTM F1487 and CSA Z614-14 Standards.

SECTION 1 - GENERAL SPECIFICATIONS (Playground Equipment)

Hardware/Fasteners all metal hardware shall be stainless steel, zinc plated, or galvanized as required to resist rust and corrosion. Pinned tamper resistant hardware with thread lock patch shall be used for all principal connections. Hardware Caps shall be a UV-Stabilized, polypropylene based plastic consisting of two parts, a base and crown. Specified hardware is attached through the base to post support and finished with a crown to form a smooth tamper-resistant attachment point. All hardware shall be shipped in individual component-specific hardware packages.

Rotationally Molded Polyethylene shall be manufactured from hot compounded linear low-density polyethylene resins. Hot compounded polyethylene resins include UV inhibitors and anti-static additives providing superior performance, durability, fade resistance (tested to a long term UV16 rating), and a more uniform, colorfast appearance and thickness. All rotationally molded, low-density polyethylene plastic components shall be available in a variety of colors and have an average wall thickness of .250". All components shall comply with ASTM D 638-02 (minimum 2500 PSI tensile strength), ASTM D-790 (Flex Modulus Test), ASTM D-648 (Heat Distortion Temperature Test), ARM-STD (Low Temperature Impact Test).

High Density Polyethylene - (HDPE) Sheet Stock Parts All HDPE components shall be manufactured from 1", 3/4", and 1/2" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Components shall be cut or machined to size with routed design elements and available in a variety of solid or dual-colors. All HDPE components shall comply with ASTM D1505 (density of .955 g/cc), ASTM D638 (tensile strength of 4000 PSI), D790 (Flex Modulus Test), and D648 (Heat Distortion Temperature Test).

Powder Coating all steel, aluminum, and die cast components shall be thoroughly prepared prior to receiving final powder coat finish. Preparation includes quality inspection of every component and connection, grinding and hand filing of each weld to remove excess material and spatter, cleansing in a multi-step process which includes a hot phosphatizing bath and rinse followed by a non-chrome seal for added corrosion resistance. Components shall be preheated and fully dried prior to receiving a 3-5 mil thick electrostatically applied epoxy primer coating (covering entire component - not just welds) for superior powder adhesion and corrosion resistance. An 8-11 mil thick architectural grade Super Durable polyester TGIC powder shall be electrostatically applied and baked achieving a thickness of 11-16 mils. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test). Powder coatings are available in a variety of colors.

PlayTuff™ Coating shall be applied to specific metal components with a 120-160 mil thickness. Prior to PlayTuff™ coating, components shall be thoroughly prepared and cleaned in a multi-stage phosphatizing wash, followed by a uniform application of Playcraft formulated primer. Upon preheating to a minimum of 350 degrees, components shall be dipped in a UV stabilized Polyvinyl Chloride liquid followed by a 400 degree salt cured bath. All Play-Tuff™ Coated Parts shall comply with ASTM D-624 (Tear Strength Test), ASTM D-412 (Tensile Strength Test). PlayTuff™ Coatings shall provide a slip resistant surface and are available a variety of colors.

Tubular Steel and Metal Components shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

Steel Walls shall be fabricated using 1.029" O.D. 14 gauge tube steel welded vertically on 4" centers between vertical 1.315" O.D. 12 gauge tube steel balusters and horizontal 1.315" O.D. 12 gauge tube steel rails, top & bottom. Brackets may be welded to the ends of each rail and between the verticals to provide attachment points. Walls shall be finished with a multi-stage baked-on powder coat finish.

Vertical Deck Fillers shall be designed to eliminate the crawl space between decks at different elevations. All deck in-fills shall be made from 12 gauge sheet steel and powder coated after fabrication.

Punched Steel Surfaces steel decks, bridges, ramps, and steps shall be constructed using heavy duty, single piece 12-gauge low carbon sheet steel which shall be formed and fabricated into required designs. Below surface supporting gussets shall be fabricated utilizing 12 gauge sheet steel to insure structural integrity. All punched steel standing surfaces and steps shall receive slip-resistant PlayTuff™ coating with a thickness of 120-160 mils and a uniform 5/16" diameter hole pattern. Deck faces shall have up to 6 attachment slots to accommodate face mounting components. There shall be no unsupported area larger than 1.5 square feet on all deck surfaces. All sheet steel shall conform to ASTM A1011-02.

Post Caps shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip (Factory installed and secured in place)

King Collars™ shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. King Collars™ to include Playcraft Systems' exclusive dove tail design and face to face connection eliminating string entanglements and extra hardware. King Collars™ shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

Climbing Grips shall be precision die-cast from high strength A-369.1 aluminum alloy and coated in a functionalized polyethylene copolymer thermoplastic coating. All thermoplastic coatings shall comply with ASTM standards: ASTM B 2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), ASTM D-638 (Tensile Strength Test). A-369.1 aluminum alloy shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

Chain Swings, Chain Nets, Chain Walks and Suspension Bridges shall be 4/0 and/or 5/0 galvanized steel. Chains shall be coated in PlayTuff™ coating coated as required.

Steel-reinforced ropes shall be manufactured with tightly woven, polyester-wrapped, six-stranded galvanized steel cable. Ropes are extremely durable, vandal and abrasion resistant, color stable, and available in a variety of colors.

ROUND-5 PLAY SYSTEM - General Specifications

SPECIFICATIONS:

Aluminum Post Mechanical Properties:

| | |
|----------------------------------|--------------------------|
| Yield Strength (min): | 35,000 PSI |
| Tensile Strength (min): | 38,000 PSI |
| % Elongation in 2 Inches: | 10 |
| Modulus of Elasticity: | 10 x 10 ⁶ PSI |

Round-5 Aluminum Posts shall be constructed of 5" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

Steel Post Mechanical Properties:

| | |
|----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Round-5 Steel Posts shall be constructed of 5" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

Round-5 Attachment Fittings (King Collars™ and Sockets) shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

Round-5 Play System Footing Requirements shall vary depending on deck heights, components, and events attached to the structure. Most Round-5 components and posts are available for surface or in-ground mounting.

ROUND-3.5 PLAY SYSTEM - General Specifications

SPECIFICATIONS:

| Aluminum Post Mechanical Properties: | |
|--------------------------------------|--------------------------|
| Yield Strength (min): | 35,000 PSI |
| Tensile Strength (min): | 38,000 PSI |
| % Elongation in 2 Inches: | 10 |
| Modulus of Elasticity: | 10 x 10 ⁶ PSI |

Round-3.5 Aluminum Posts shall be constructed of 3-1/2" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

| Steel Post Mechanical Properties: | |
|-----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Round-3.5 Steel Posts shall be constructed of 3-1/2" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

Round-3.5 Attachment Fittings (King Collars™ and Sockets) shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

Round-3.5 Play System Footing Requirements shall vary depending on deck heights, components, and events attached to the structure. Most Round-3.5 components and posts are available for surface or in-ground mounting.

REVOLUTION SYSTEM - General Specifications

SPECIFICATIONS:

Revolution Direct-Bolt Double-Wall Post System (Patent Pending). shall be constructed utilizing (4) primary components: Double-wall mounting sleeves, Core post, Top cap, and Bottom cap. Each mounting sleeve shall be precision die-cast from a high-strength A369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments. Die Cast Sleeves shall be 5" diameter and individually finished with a smooth machined surface. All mounting sleeves shall include factory drilled and threaded component attachment holes. Nylon Plugs shall be included for attachment holes not utilized during play structure assembly. Core post shall be constructed of 3-1/2" O.D. 11-gauge galvanized steel tubing exhibiting the following mechanical properties: Tensile Strength of 55,000 PSI and Yield Strength of 50,000 PSI. Top cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip and are factory installed and secured in place with a self-sealing rivet. Post caps are available in a variety of colors. Bottom Cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified and factory installed.

| Steel Post Mechanical Properties: | |
|-----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Tubular Steel and Metal Components shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

Revolution Play System Footing Requirements shall vary depending on post heights, components, and events attached to the structure. Most Revolution components and posts are available for surface or in-ground mounting.

MATERIAL COLORS OFFERED

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

Powder-coat Colors

Metal components receive a multi-stage powder-coating process that yields a highly durable protective finish.



Roto-molded Plastic Colors

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of wear.



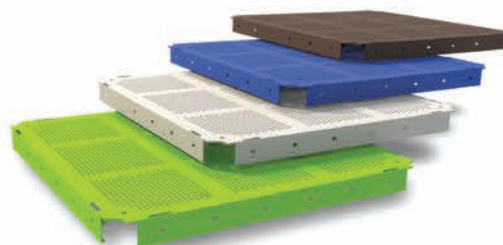
HDPE Sheet Plastic Colors

Our high density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.



Play-Tuff™ Coating Colors

Our in-house state-of-the-art Play-Tuff™ (plastisol) coating process offers unmatched protection on decks & steps.



Thermoplastic Coating Colors

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.



Shade Canopy Fabric Colors

Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.



Play-Cord™ Cable Colors

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



Swing Seat Colors

Slash Proof Seats are constructed from durable elastomer and come in a variety of colors.



METALUXE™ Signature Powder-coat Colors

Our exclusive collection of metallic powder-coat colors provide a finish that speaks to luxury and brilliance. These highly durable, grime resistant coatings bring a touch of shimmer to your playscape.



PLAY-TUFF™ Coating Colors



Powder-coat Colors



Roto-molded Plastic Colors



Solid HDPE Colors



Layered HDPE Colors

Thermoplastic Coating Colors



Shade Canopy Fabric Colors



Swing Seat Colors



PLAY-CORD™ Cable Colors



PLAYCRAFT SYSTEMS WARRANTY

Playcraft Systems®, warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship.

The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 60 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. P).

INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems® is setting a new standard and raising the bar on quality and play expectations... one playground at a time.



Playcraft Systems® warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on all moving parts and on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. Q)

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.

The PlayWell Group, Inc.
Boerne, TX United States

Certificate Number:
2022-942287

Date Filed:
10/07/2022

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.

100722

Specializing in custom playgrounds, park shelters and shades

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Maria Powell, and my date of birth is 06/25.

My address is 203A State Hwy 46E (street), Boerne (city), TX (state), 78006 (zip code), US (country).

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

Executed in Kendall County, State of Texas, on the 7 day of Oct., 2022.
(month) (year)

Maria Powell

Signature of authorized agent of contracting business entity
(Declarant)

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

October 7, 2022

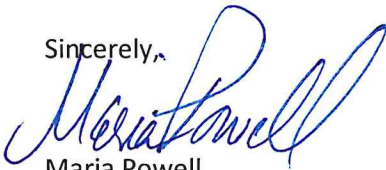
To Whom It May Concern:

This letter is to acknowledge and confirm the manufacturer and dealer relationship between Playcraft Systems (manufacturer) and The Playwell Group, Inc. (dealer).

The Playwell Group is sole primary authorized Dealer for Playcraft Systems and as such The Playwell Group, Inc. has full authority on behalf of Playcraft Systems to offer a full line of products/services as published on the catalogs, sales fliers, or on-line offerings.

Please contact me if further clarity is required.

Sincerely,



Maria Powell
Business Manager
The Playwell Group, Inc.

Choose an item.

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: October 17, 2022

SUBJECT:

Consider approval of a contract with Playworks, Inc, a sole source provider of Playwell products for the installation of new playground and park features at Elk Ridge Park in the amount of \$195,084.63. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

Elk Ridge Park has been identified as a priority for development through the parks master plan. \$210,000 has been identified in the capital improvement plan to develop the park. The site is situated in a residential area. An initial review of the park has determined that based on the size and location of the park, Elk Ridge Park is considered a neighborhood park. Typical amenities for a neighborhood park (a park that is between 1-15 acres) include: play feature, benches, picnic table, parking, lighting, and drinking fountain. Elk Ridge Park is 1.14 acres. Future improvements could include additional lighting, parking and a restroom.

Two surveys were sent out to the community to get feedback on specific elements and final design options. 177 respondents provided feedback on the concepts submitted.

Five designs firms created concepts for the park including: LSI, Playwell, Berliner, Kraftsman, and Kompan. Playwell's conceptual design was the overall supported winner with 37.79% of votes.

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The concepts include:

- Inclusive merry-go-round
- Double bay swing shade
- Inclusive swing set
- Sensory Panel
- Cantilever Umbrella over existing benches

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving the project as presented.

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

Park Board- October 13, 2022

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

FISCAL IMPACT:

\$283,121.86 will be funded through 4B as part of the 2023 Parks Capital Improvement Plan. This project is budgeted for \$500,000 and the parking lot improvements will be presented at a future meeting.

STAFF CONTACT:

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



Elk Ridge

City Council-October 17, 2022

Staff Presenter: Jen Basham, Director of Parks and Recreation

Background

- Elk Ridge Park has been approved as a 2023 project in the Parks Capital Improvement Program
- This project has been budgeted with \$210,000
 - Includes: Playground and shade structures
 - Does not include: parking, restroom, shelters, or full shade structure over play features
- Public Engagement was completed utilizing the format approved by City Council
- 2 rounds of survey were completed to determine what features and improvements should be included in the final design
- 5 playground manufacturers submitted concepts based on survey feedback with project budgets in mind
- 5 concepts were sent to the community for voting

Summary of Surveys

- Survey 1- 272 responses, open from June 13th-July 25th
Additional requests include: Restrooms, additional parking , trees, all abilities playground
- Survey 2-177 responses-open from August 26th-September 23rd
Additional requests made for an all abilities playground
- Total responses-449

Concepts presented for round 2 surveys



BERLINER



LSI



BERLINER

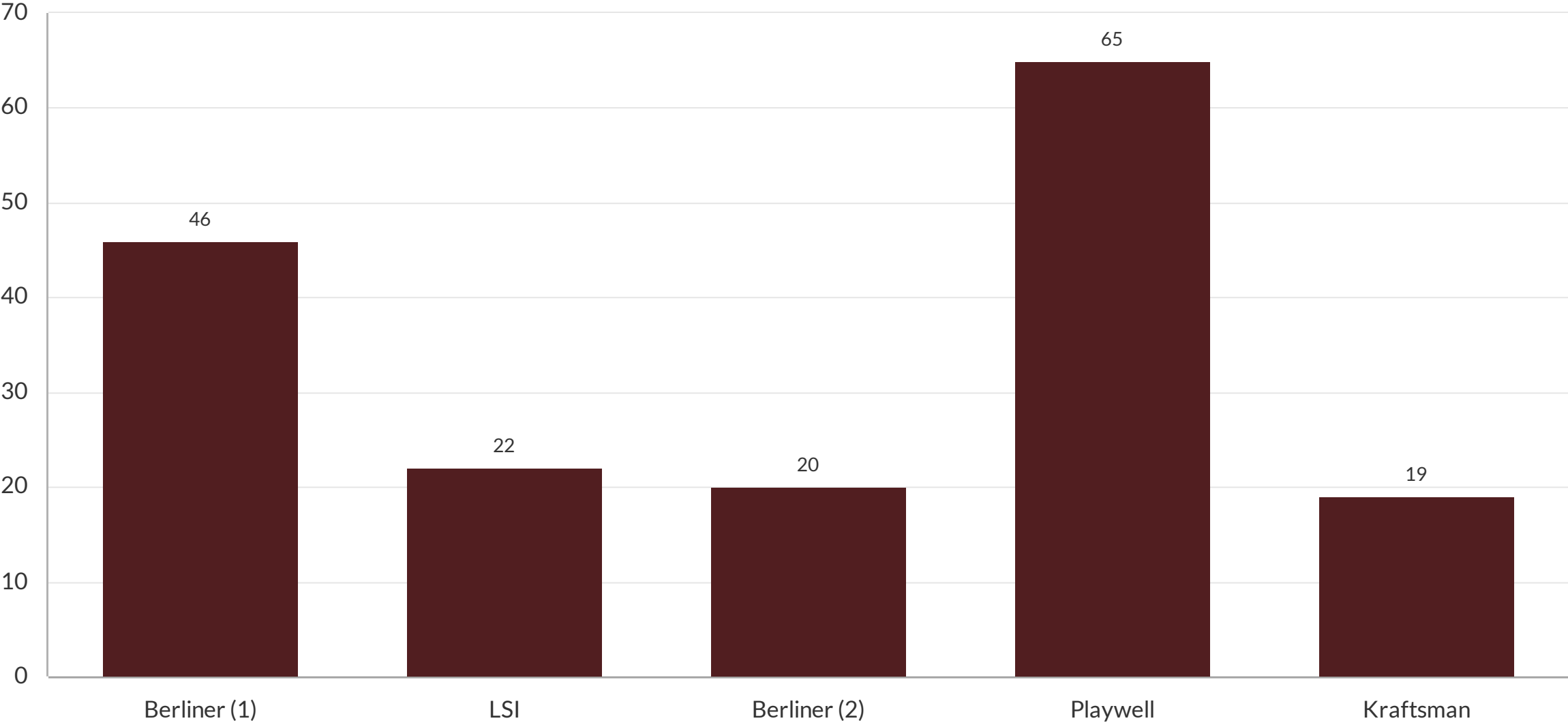


PLAYWELL



KRAFTSMAN

Which Playground?



Elements of Community Selected Park Improvements

Playwell Concept Includes:

- Double bay swing shade
- Sensory panel
- Inclusive merry-go-round
- 2-Cantilever Umbrella over existing benches
- Inclusive swing set
- **Cost \$195,084.63**
 - Estimated lead time once approved and funding available is 20 weeks





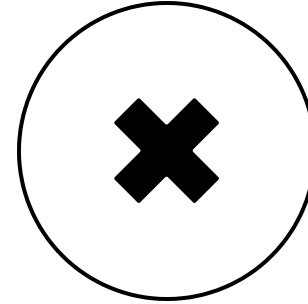
Options

Staff Recommendation



New Park Concept

- Approve contract with Playwell in the amount of \$195,061.63 for improvements at Elk Ridge



Direct staff not to proceed with project

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas

THE CITY OF
BURLESON
TEXAS
**Parks and
Recreation**

MULTI-PARK RENOVATION

OAK VALLEY PARK



ELK RIDGE PARK



WAKEFIELD PARK



**203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816**

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

OAK VALLEY PARK



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

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203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

OAK VALLEY PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 13 | 12/7 | 7 | 8/0 | 3/0 |

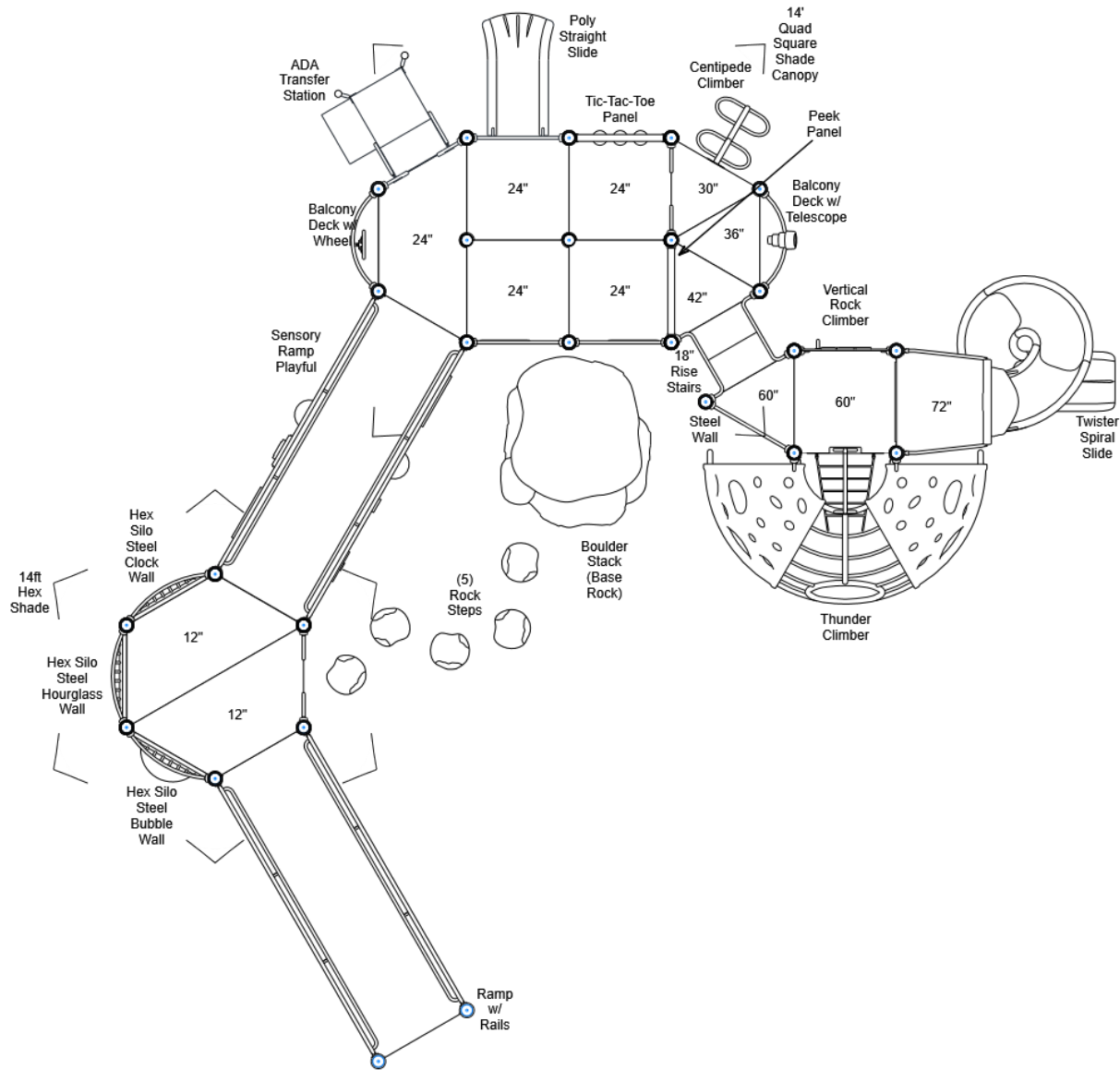
R5

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50EDDA3A
PROJECT#: 1
DATE: 8/19/2022

MIN. USE ZONE: 49' x 48'

PLAYCRAFT REP:
The PlayWell Group, Inc.

OAK VALLEY PARK
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 13 | 12/7 | 7 | 14/0 | 5/0 |

R5

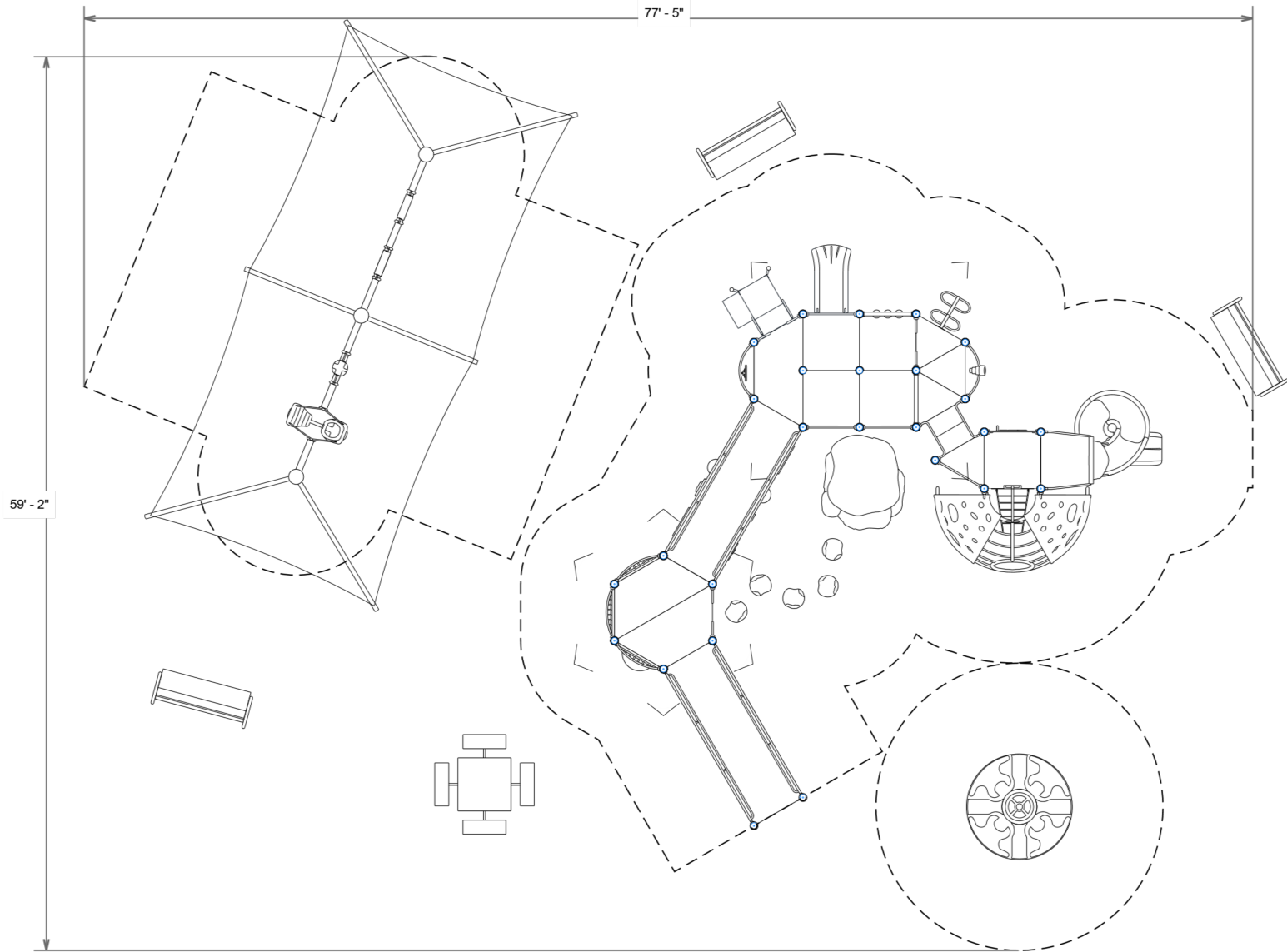
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: 1
DATE: 8/19/2022

MIN. USE ZONE: 78' x 60'

PLAYCRAFT REP:
The PlayWell Group, Inc.



Bill of Materials

OAK VALLEY PARK
CITY OF BURLESON
141 W RENFRO STREET
BURLESON, TX 76028

Project# 1
8/19/2022

| Item | Description | Quantity |
|----------------------|-----------------------------------|----------|
| SITE FURNISHINGS | | |
| A3-4221 | 4221 Pedestal Picnic Table | 1 |
| A3-4331-G | 4331-G Urban Elite Bench 6ft (GM) | 3 |
| SWINGS | | |
| A2-131510 | Playshare Seat | 1 |
| A2-311010 | Full Bucket Seat | 1 |
| A2-313010 | Belt Seat | 3 |
| RSW3516G | RSW3516G Swing Shade (Double Bay) | 1 |
| R50EDDA3A | | |
| HS-1004-R | Collars | 82 |
| A2-2272-D1-R5 | Boulder Stack (Base Rock) | 1 |
| GF-7001 | Flat Cap, R5 | 2 |
| GF-7002 | Dome Cap, R5 | 14 |
| S-1006-R5F-9-024-063 | Post, 6ft, 24in (63in) | 2 |
| S-1007-R5-07ft | Post, 07ft R5 | 2 |
| S-1009-R5-09ft | Post, 09ft R5 | 3 |
| S-1010-R5-10ft | Post, 10ft R5 | 2 |
| S-1011-R5-11ft | Post, 11ft R5 | 2 |
| S-1012-R5-12ft | Post, 12ft R5 | 3 |
| S-1013-R5-13ft | Post, 13ft R5 | 8 |
| S-1016-R5-16ft | Post, 16ft R5 | 4 |
| S-1101-R5 | Square Deck | 5 |
| S-1102-R5 | Tri-Deck | 4 |
| S-1103-R5 | Hex Deck, Half (5 Post) | 1 |
| S-1106-R5 | Hex Deck, Half (4 Post) | 2 |
| S-1109-R5-MT | Balcony Deck w/ Wheel | 1 |



Bill of Materials (continued)

| Item | Description | Quantity |
|-----------------|--|----------|
| S-1109-R5-T | Balcony Deck w/ Telescope | 1 |
| S-1110-R | Filler, Universal (12in) | 1 |
| S-1112-R | Filler, 18in | 1 |
| S-1206-18R5 | ADA Stairs, 18in Rise w/ Walls | 1 |
| S-1208-R-RAIL12 | Ramp 144in (Ground w/ Rails, Inc.) | 1 |
| S-1208-SRP-12 | Sensory Ramp 144in (6-12, Playful, Inc.) | 1 |
| S-1209-12-HW-R5 | Transfer Station, 24in-R (RHW) | 1 |
| S-1220-3 | Climber, Centipede 30-36in | 1 |
| S-1237-5R5 | Climber, Vertical Rock 54-60in | 1 |
| S-12401-R5 | Climber, Thunder | 1 |
| S-1301-R5 | Wall, Steel 36in (Standard) | 1 |
| S-1309-2-R5 | Half Walls (Pair) R5 | 2 |
| S-1314-R5L | Access Wall (Left) | 1 |
| S-1314-R5R | Access Wall (Right) | 1 |
| S-1341-BWIN | Hex Silo Steel Bubble Wall | 1 |
| S-1341-CLK | Hex Silo Steel Clock Wall | 1 |
| S-1341-HGLS | Hex Silo Steel Hourglass Wall | 1 |
| S-1610-R5 | Peek Panel | 1 |
| S-1616-R5 | Tic-Tac-Toe Panel | 1 |
| S-1701-2R5V2 | Slide, Single 24-30in (Straight) | 1 |
| S-1706-S6L-R5 | Slide, Twister Spiral 72in (L) | 1 |
| S-18021-R5QD14 | Shade Canopy, 14ft Quad Square | 1 |
| S-18026-R5 | Shade Canopy, Hex 14ft | 1 |
| S-1961-R | Rock Step | 5 |
| MERRY GO ROUND | | |
| A2-2496-SL | PC 2496-SL Inclusive Merry-Go-Round | 1 |

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office

6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office

5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office

9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 20307 Purchase Order #: _____

Signature: _____ Date: _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20307

9/30/2022

BILL TO:

City of Burleson
Accounts Payable
141 West Renfro Street
Burleson, TX 76028

Phone: (817) 426-9646

SHIP TO:

City of Burleson-Oak Valley Park
Evander Playscape-Fernando Rico
3349 State Highway 22
Hillsboro, TX 76645

Phone: (210) 255-9130

| CUST. PO # | TERMS | SALES REP | COUNTY | | QUOTE EXPIRATION | |
|---|--|-----------|-------------------------|-------------|------------------|--|
| | NET 30 | FAZ | JOHNSON | | 10/30/2022 | |
| ITEM | DESCRIPTION | QTY | LIST PRICE | DISC. PRICE | TOTAL | |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 | 0.00 | |
| | PLAYCRAFT | | | | | |
| PC-4331-G | URBAN ELITE BENCH 6' (INGROUND) | 3 | 1584.77 | 1,505.53 | 4,516.59 | |
| PC-4221 | PEDESTAL PICNIC TABLE | 1 | 2200.10 | 2,090.10 | 2,090.10 | |
| RSW3516G | SWING SHADE-DOUBLE BAY | 1 | 13579.06 | 12,900.11 | 12,900.11 | |
| PC-313010 | BELT SEAT | 3 | 159.06 | 151.11 | 453.33 | |
| PC-311010 | FULL BUCKET SEAT | 1 | 343.66 | 326.48 | 326.48 | |
| PC-131510 | PLAYSHARE SWING SEAT | 1 | 1253.88 | 1,191.19 | 1,191.19 | |
| R50EDDA3A | R5 CUSTOM PLAY SYSTEM | 1 | 85455.41 | 81,182.64 | 81,182.64 | |
| PC-2496-SL | INCLUSIVE MERRY-GO-ROUND | 1 | 7079.78 | 6,725.79 | 6,725.79 | |
| SHIP | SHIPPING & HANDLING | 1 | 14143.10 | 14,143.10 | 14,143.10 | |
| | FLEXITURF | | | | | |
| PIP | POURED IN PLACE SURFACING-SWING AREA 3.75" THICKNESS-AROMATIC BINDER COLOR: 50% STD/50% BLACK | 1,116 | 20.26 | 19.25 | 21,483.00 | |
| PIP | POURED IN PLACE SURFACING-SWING AREA 3" THICKNESS-AROMATIC BINDER COLOR: 50% STD/50% BLACK | 2,713 | 19.03 | 18.08 | 49,051.04 | |
| PRE-SITE FLEXIT... | 4" AGGREGATE AND COMPACTION TO 95% | 1,116 | 4.31 | 4.09 | 4,564.44 | |
| PRE-SITE FLEXIT... | 4" AGGREGATE AND COMPACTION TO 95% | 2,713 | 4.31 | 4.09 | 11,096.17 | |
| QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006 Date _____ Signature _____ | | | SUBTOTAL | | \$209,723.98 | |
| | | | SALES TAX (0.0%) | | \$0.00 | |
| | | | TOTAL | | \$209,723.98 | |

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By: Maria Powell

Printed: Maria Powell

Title: Business Manager

Date: 10/10/22

City of Burleson-Oak Valley Park
Quote 20307-Product

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

**11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127**

Arkansas Sales Office

**6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116**

Oklahoma Sales Office

**5030 North May, Suite 129
Oklahoma City, OK 73112**

New Mexico Sales Office

**9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113**

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS-ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated losses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 9103 Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #

9103

9/6/2022

BILL TO:

City of Burleson
Accounts Payable
650 Northwest summercrest Boulevard
Burleson, TX 76028

Phone: (817) 426-9646

INSTALLATION SITE:

City of Burleson-Oak Valley Park
Daniel Shafer
804 Parkridge Boulevard
Burleson, TX 76028

Phone: (817) 426-9291

| CUST. PO# | TERMS | SALES REP | COUNTY | QUOTE EXPIRATION |
|-----------------|--|-----------|------------|------------------|
| | NET 30 | FAZ | JOHNSON | 10/6/2022 |
| ITEM | DESCRIPTION | QTY | LIST PRICE | TOTAL |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 |
| | DELIVERED AND INSTALLED BY EVANDER PLAYSAPES | | | |
| PC-4331-G | INSTALLATION OF URBAN ELITE BENCH 6' (INGROUND) | 3 | 523.98 | 1,571.94 |
| PC-4221 | INSTALLATION OF PEDESTAL PICNIC TABLE | 1 | 727.43 | 727.43 |
| INSTALL-EVANDER | INSTALLATION OF SWING SHADE-DOUBLE BAY | 1 | 4,489.75 | 4,489.75 |
| PC-313010 | INSTALLATION OF BELT SEAT | 3 | 52.59 | 157.77 |
| INSTALL-EVANDER | INSTALLATION OF FULL BUCKET SEAT | 1 | 113.63 | 113.63 |
| PC-131510 | INSTALLATION OF PLAY SHARE SWING SEAT | 1 | 414.58 | 414.58 |
| INSTALL-EVANDER | INSTALLATION OF R5 CUSTOM PLAY SYSTEM-R50EDDA3A | 1 | 28,254.83 | 28,254.83 |
| PC-2496-SL | INSTALLATION OF INCLUSIVE MERRY-GO-ROUND | 1 | 2,340.85 | 2,340.85 |
| DEMO-EVANDER | PARK #1 OAK VALLEY PARK INSTALL 404 LINEAR FEET OF CONCRETE CURBING 4" WIDTH X 8" DEPTH TOTAL SQUARE FEET = 3,829 EXCAVATE DISPOSE OF APPROXIMATELY 111 CUBIC YARDS OF DIRT DEMO: 1)EXISTING PLAY STRUCTURE AND INDEPENDENT PLAY ITEMS 2) REMOVE EXISTING PAVER(S) BORDER 3)SPREAD EXISTING WOOD FIBER ONSITE | 1 | 35,327.10 | 35,327.10 |

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$73,397.88

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____

Signature _____

**City of Burleson
Addendum to Vendor's Contract
Additional Provisions**

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By:  _____

Printed: Maria Powell

Title: Business Manager

Date: 10/10/22

City of Burleson-Oak Valley Park
Quote 9103-Install

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

ELK RIDGE PARK



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas



**203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816**

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

ELK RIDGE PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 12 | 12/6 | 4 | 4/0 | 2/3 |

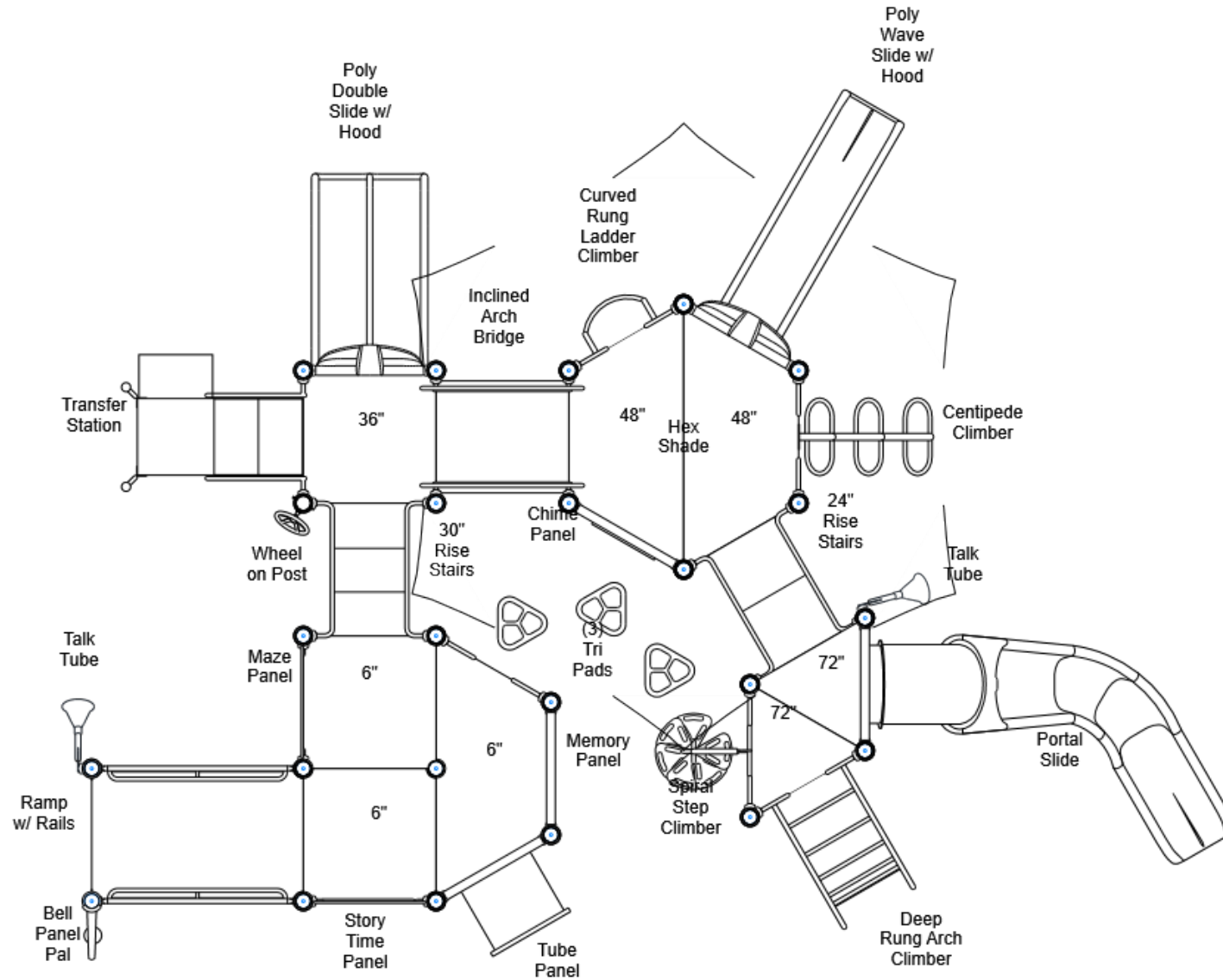
R5

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50E5AD9A

PROJECT#: 2

DATE: 8/24/2022

MIN. USE ZONE: 44' x 37'

PLAYCRAFT REP:

The PlayWell Group, Inc.

ELK RIDGE PARK
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 12 | 12/6 | 4 | 26/0 | 20/3 |

R5

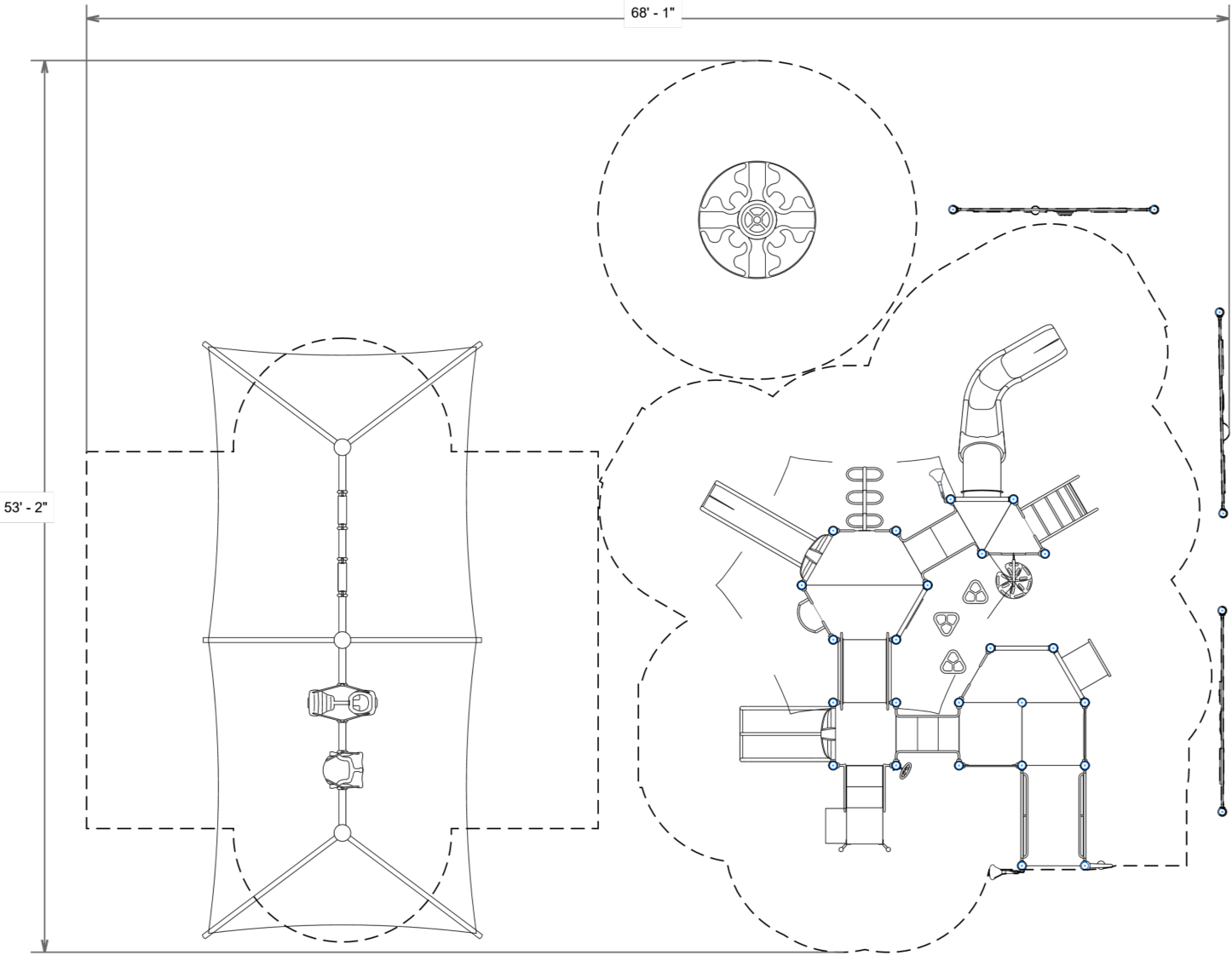
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: 2
DATE: 8/24/2022

MIN. USE ZONE: 69' x 54'

PLAYCRAFT REP:
The PlayWell Group, Inc.



Bill of Materials

ELK RIDGE PARK

Project# 2

8/24/2022

| Item | Description | Quantity |
|----------------------|-------------------------------------|----------|
| SWINGS | | |
| A2-131410 | Inclusive Seat | 1 |
| A2-131510 | Playshare Seat | 1 |
| A2-313010 | Belt Seat | 3 |
| RSW3516G | RSW3516G Swing Shade (Double Bay) | 1 |
| MERRY GO ROUND | | |
| A2-2496-SL | PC 2496-SL Inclusive Merry-Go-Round | 1 |
| SENSORY PANEL | | |
| HS-1004-R | Collars | 13 |
| GF-7002 | Dome Cap, R5 | 6 |
| S-1007-R5-07ft | Post, 07ft R5 | 6 |
| S-1981-SWC | Sensory Play Wall (Cognitive) | 1 |
| S-1981-SWD | Sensory Play Wall (Dynamic) | 1 |
| S-1981-SWP | Sensory Play Wall (Playful) | 1 |
| R50E5AD9A | | |
| HS-1004-R | Collars | 60 |
| GF-7001 | Flat Cap, R5 | 1 |
| GF-7002 | Dome Cap, R5 | 17 |
| S-1004-R5F-3-006-045 | Post, 4ft, 6in (45in) | 1 |
| S-1008-R5-08ft | Post, 08ft R5 | 9 |
| S-1010-R5-10ft | Post, 10ft R5 | 4 |
| S-1013-R5-13ft | Post, 13ft R5 | 4 |
| S-1017-R5-17ft | Post, 17ft R5 | 6 |
| S-1101-R5 | Square Deck | 3 |
| S-1102-R5 | Tri-Deck | 2 |
| S-1103-R5 | Hex Deck, Half (5 Post) | 1 |

| Item | Description | Quantity |
|---------------|-------------------------------------|----------|
| S-1106-R5 | Hex Deck, Half (4 Post) | 2 |
| S-1206-24R45 | ADA Stairs, 24in Rise w/ Walls | 1 |
| S-1206-30R5 | ADA Stairs, 30in Rise w/ Walls | 1 |
| S-1208-RL-6 | Ramp 72in (6in Incline w/ Rails) | 1 |
| S-1209-24-R5 | Transfer Station, 36in-L | 1 |
| S-1219-6 | Climber, Deep Rung Arch 66-72in | 1 |
| S-1220-4 | Climber, Centipede 42-48in | 1 |
| S-1234-6R | Climber, Spiral Step 66-72in | 1 |
| S-1282-4 | Climber, Curved Rung Ladder 42-48in | 1 |
| S-1303-R5 | Single Slide SitDown Hood | 1 |
| S-1306-R5 | Double Slide SitDown Hood | 1 |
| S-1309-2-R5 | Half Walls (Pair) R5 | 4 |
| S-1310-R5 | Transition Wall | 1 |
| S-1514-45R5 | Bridge, Inclined Arch (45in) | 1 |
| S-1604-R5 | Chime Panel | 1 |
| S-16071-R5-DM | Story Time Panel | 1 |
| S-1607-R5 | Maze Panel | 1 |
| S-1608-R5 | Memory Panel | 1 |
| S-1613-12R5 | Tube Panel | 1 |
| S-1661-R5 | Panel Pal, Bell | 1 |
| S-1702-3R5 | Slide, Double 36in | 1 |
| S-1704-4 | Slide, Wave 48in (Single) | 1 |
| S-1709-6L-RR | Slide, Portal 72in (R-R, Right) | 1 |
| S-18026-18-R5 | Shade Canopy, Hex 18ft | 1 |
| S-1812-R5 | Driver Wheel (Post Mounted) | 1 |
| S-1910-R5 | Talk Tube (Post Mounted, Left) | 2 |
| S-1961-RV | Tri Pad Seat | 3 |

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office

6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office

5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office

9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 20314 Purchase Order #: _____

Signature: _____ Date: _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20314

10/3/2022

BILL TO:

City of Burleson
Accounts Payable
141 West Renfro Street
Burleson, TX 76028

Phone: (817) 426-9646

SHIP TO:

City of Burleson-Elk Ridge Park
Evander Playscapes-Fernando Rico
3349 State Highway 22
Hillsboro, TX 76645

Phone: (210) 255-9130

| CUST. PO # | TERMS | SALES REP | COUNTY | | QUOTE EXPIRATION | |
|-------------|--|-----------|------------|-------------|------------------|--|
| | NET 30 | FAZ | JOHNSON | | 11/3/2022 | |
| ITEM | DESCRIPTION | QTY | LIST PRICE | DISC. PRICE | TOTAL | |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 | 0.00 | |
| | PLAYCRAFT | | | | | |
| RSW3516G | SWING SHADE-DOUBLE BAY | 1 | 13579.06 | 12,900.11 | 12,900.11 | |
| PC-313010 | BELT SEAT | 3 | 159.06 | 151.11 | 453.33 | |
| PC-131410 | INCLUSIVE SWING SEAT | 1 | 975.24 | 926.48 | 926.48 | |
| PC-131510 | PLAYSHARE SWING SEAT | 1 | 1253.88 | 1,191.19 | 1,191.19 | |
| PC-2496-SL | INCLUSIVE MERRY-GO-ROUND | 1 | 7079.78 | 6,725.79 | 6,725.79 | |
| PR-R5 | R5 CUSTOM PLAY SYSTEM-SENSORY PANEL | 1 | 17606.57 | 16,726.24 | 16,726.24 | |
| R50E5AD9A | R5 CUSTOM PLAY SYSTEM | 1 | 59147.15 | 56,189.79 | 56,189.79 | |
| SHIP | SHIPPING & HANDLING | 1 | 13297.44 | 13,297.44 | 13,297.44 | |
| | MODERN SHADE | | | | | |
| MS-10X10 | CANTILEVER UMBRELLA PYRAMID-10'X10'-HEIGHT 8' | 2 | 3513.33 | 3,337.66 | 6,675.32 | |
| | COLOR: TBD | | | | | |
| SED MODERN | SEALED ENGINEERED DRAWINGS | 1 | 1133.33 | 1,076.66 | 1,076.66 | |
| SHIP | SHIPPING & HANDLING | 1 | 1466.82 | 1,466.82 | 1,466.82 | |
| PERMITS | PERMITTING | 1 | 0.00 | 0.00 | 0.00 | |
| | No permitting or windstorm engineering for permitting is included unless specifically noted. | | | | | |
| | GWG | | | | | |
| FIBER-GWG | ENGINEERED WOOD FIBER | 150 | 21.33 | 20.26 | 3,039.00 | |
| SHIP | SHIPPING & HANDLING | 1 | 1177.60 | 1,177.60 | 1,177.60 | |



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20314

10/3/2022

BILL TO:

City of Burleson
Accounts Payable
141 West Renfro Street
Burleson, TX 76028

Phone: (817) 426-9646

SHIP TO:

City of Burleson-Elk Ridge Park
Evander Playscapes-Fernando Rico
3349 State Highway 22
Hillsboro, TX 76645

Phone: (210) 255-9130

| CUST. PO # | TERMS | SALES REP | COUNTY | | QUOTE EXPIRATION | |
|---|---|-----------|-------------------------|-------------|------------------|--|
| | NET 30 | FAZ | JOHNSON | | 11/3/2022 | |
| ITEM | DESCRIPTION | QTY | LIST PRICE | DISC. PRICE | TOTAL | |
| FIBER DELY-GWG | FIBER DELIVERY FROM GWG WOOD-The area where the wood fiber is to be delivered must be accessible to 45' Trailers /height of 13' 5" for unloading of safety surfacing. Please note that there may be signs of access afterwards. If the site is not accessible, please notify GWG Wood as soon as possible, as extra freight charges could be added. On split loads customers are responsible for determining the quantity needed at each site, accept deliveries on the same day and additional charge could be added. Customers will be contacted with a delivery time the day before delivery. 30 minutes of driver wait time is included in freight charge. Longer wait times will result in a \$50 per half hour additional freight charge. | 1 | 0.00 | 0.00 | 0.00 | |
| QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006 Date _____ Signature _____ | | | SUBTOTAL | | \$121,845.77 | |
| | | | SALES TAX (0.0%) | | \$0.00 | |
| | | | TOTAL | | \$121,845.77 | |

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By: Maria Powell

Printed: Maria Powell

Title: Business Manager

Date: 10/10/22

City of Burleson-Elk Ridge Park
Quote 20314-Product

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

**11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127**

Arkansas Sales Office

**6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116**

Oklahoma Sales Office

**5030 North May, Suite 129
Oklahoma City, OK 73112**

New Mexico Sales Office

**9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113**

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS-ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated losses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 9214 Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
9214

10/3/2022

BILL TO:

City of Burleson
Accounts Payable
650 Northwest summercrest Boulevard
Burleson, TX 76028

Phone: (817) 426-9646

INSTALLATION SITE:

City of Bruleson-Elk Ridge Park
Daniel Shafer
1016 Dorsey Street
Burleson, TX 76028

Phone: (817) 426-9291

| CUST. PO# | TERMS | SALES REP | COUNTY | QUOTE EXPIRATION |
|-----------------|---|-----------|------------|------------------|
| | NET 30 | FAZ | JOHNSON | 11/3/2022 |
| ITEM | DESCRIPTION | QTY | LIST PRICE | TOTAL |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 |
| | DELIVERED AND INSTALLED BY EVANDER PLAYSAPES | | | |
| INSTALL-EVANDER | INSTALLATION OF SWING SHADE-DOUBLE BAY | 1 | 4,489.75 | 4,489.75 |
| PC-313010 | INSTALLATION OF BELT SEAT | 3 | 52.59 | 157.77 |
| PC-131410 | INSTALLATION OF INCLUSIVE SWING SEAT | 1 | 322.45 | 322.45 |
| PC-131510 | INSTALLATION OF PLAY SHARE SWING SEAT | 1 | 414.58 | 414.58 |
| PC-2496-SL | INSTALLATION OF INCLUSIVE MERRY-GO-ROUND | 1 | 2,340.85 | 2,340.85 |
| INSTALL-EVANDER | INSTALLATION OF SENSORY PANEL | 1 | 5,821.41 | 5,821.41 |
| INSTALL-EVANDER | INSTALLATION OF R5 CUSTOM PLAY SYSTEM-R50E5AD9A | 1 | 19,556.31 | 19,556.31 |
| DEMO | PARK #2 ELK RIDGE PARK INSTALL 390 LINEAR FEET OF CONCRETE CURBING 4" WIDTH X 12" DEPTH TOTAL SQUARE FEET = 3,105 EXCAVATE DISPOSE OF APPROXIMATELY 116 CUBIC YARDS OF DIRT DEMO: 1)EXISTING PLAYGROUND(LEAVING ADJACENT CLIMBING BOULDERS) 2)CONCRETE CURB/BORDER AROUND EXISTING PLAY STRUCTURE | 1 | 31,581.62 | 31,581.62 |
| FIB-GWG | INSTALLATION OF ENGINEERED WOOD FIBER | 150 | 15.35 | 2,302.50 |
| INSTALL-EVANDER | INSTALLATION OF CANTILEVER UMBRELLA PYRAMID-10'X10'-HEIGHT 8'-24"X5' PIERS WITH (6) #8 VERTICALS-#3 RINGS AT 12"O.C | 2 | 3,125.81 | 6,251.62 |

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$73,238.86

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____ Signature _____

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

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Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
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 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
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13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By: Maria Powell

Printed: Maria Powell

Title: Business Manager

Date: 10/10/22

City of Burleson-Elk Ridge Park
Quote 9214-Install

2021

PLAYCRAFT SYSTEMS

Commercial Playground Equipment Specifications



PLAYCRAFT®

S Y S T E M S

A **PLAYCORE** Company

123 North Valley Drive - Grants Pass, OR 97526

Tel: (541) 955-9199 Fax: (541) 955-6130

8/18/2021

Playcraft Systems' commitment to craftsmanship and commitment extends throughout all product offerings. Utilizing superior materials and industry leading manufacturing techniques, our Round 5, Round 3.5, Revolution, and Freestanding Events are tested and validated to be in conformance with ASTM F1487 and CSA Z614-14 Standards.

SECTION 1 - GENERAL SPECIFICATIONS (Playground Equipment)

Hardware/Fasteners all metal hardware shall be stainless steel, zinc plated, or galvanized as required to resist rust and corrosion. Pinned tamper resistant hardware with thread lock patch shall be used for all principal connections. Hardware Caps shall be a UV-Stabilized, polypropylene based plastic consisting of two parts, a base and crown. Specified hardware is attached through the base to post support and finished with a crown to form a smooth tamper-resistant attachment point. All hardware shall be shipped in individual component-specific hardware packages.

Rotationally Molded Polyethylene shall be manufactured from hot compounded linear low-density polyethylene resins. Hot compounded polyethylene resins include UV inhibitors and anti-static additives providing superior performance, durability, fade resistance (tested to a long term UV16 rating), and a more uniform, colorfast appearance and thickness. All rotationally molded, low-density polyethylene plastic components shall be available in a variety of colors and have an average wall thickness of .250". All components shall comply with ASTM D 638-02 (minimum 2500 PSI tensile strength), ASTM D-790 (Flex Modulus Test), ASTM D-648 (Heat Distortion Temperature Test), ARM-STD (Low Temperature Impact Test).

High Density Polyethylene - (HDPE) Sheet Stock Parts All HDPE components shall be manufactured from 1", 3/4", and 1/2" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Components shall be cut or machined to size with routed design elements and available in a variety of solid or dual-colors. All HDPE components shall comply with ASTM D1505 (density of .955 g/cc), ASTM D638 (tensile strength of 4000 PSI), D790 (Flex Modulus Test), and D648 (Heat Distortion Temperature Test).

Powder Coating all steel, aluminum, and die cast components shall be thoroughly prepared prior to receiving final powder coat finish. Preparation includes quality inspection of every component and connection, grinding and hand filing of each weld to remove excess material and spatter, cleansing in a multi-step process which includes a hot phosphatizing bath and rinse followed by a non-chrome seal for added corrosion resistance. Components shall be preheated and fully dried prior to receiving a 3-5 mil thick electrostatically applied epoxy primer coating (covering entire component - not just welds) for superior powder adhesion and corrosion resistance. An 8-11 mil thick architectural grade Super Durable polyester TGIC powder shall be electrostatically applied and baked achieving a thickness of 11-16 mils. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test). Powder coatings are available in a variety of colors.

PlayTuff™ Coating shall be applied to specific metal components with a 120-160 mil thickness. Prior to PlayTuff™ coating, components shall be thoroughly prepared and cleaned in a multi-stage phosphatizing wash, followed by a uniform application of Playcraft formulated primer. Upon preheating to a minimum of 350 degrees, components shall be dipped in a UV stabilized Polyvinyl Chloride liquid followed by a 400 degree salt cured bath. All Play-Tuff™ Coated Parts shall comply with ASTM D-624 (Tear Strength Test), ASTM D-412 (Tensile Strength Test). PlayTuff™ Coatings shall provide a slip resistant surface and are available a variety of colors.

Tubular Steel and Metal Components shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

Steel Walls shall be fabricated using 1.029" O.D. 14 gauge tube steel welded vertically on 4" centers between vertical 1.315" O.D. 12 gauge tube steel balusters and horizontal 1.315" O.D. 12 gauge tube steel rails, top & bottom. Brackets may be welded to the ends of each rail and between the verticals to provide attachment points. Walls shall be finished with a multi-stage baked-on powder coat finish.

Vertical Deck Fillers shall be designed to eliminate the crawl space between decks at different elevations. All deck in-fills shall be made from 12 gauge sheet steel and powder coated after fabrication.

Punched Steel Surfaces steel decks, bridges, ramps, and steps shall be constructed using heavy duty, single piece 12-gauge low carbon sheet steel which shall be formed and fabricated into required designs. Below surface supporting gussets shall be fabricated utilizing 12 gauge sheet steel to insure structural integrity. All punched steel standing surfaces and steps shall receive slip-resistant PlayTuff™ coating with a thickness of 120-160 mils and a uniform 5/16" diameter hole pattern. Deck faces shall have up to 6 attachment slots to accommodate face mounting components. There shall be no unsupported area larger than 1.5 square feet on all deck surfaces. All sheet steel shall conform to ASTM A1011-02.

Post Caps shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip (Factory installed and secured in place)

King Collars™ shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. King Collars™ to include Playcraft Systems' exclusive dove tail design and face to face connection eliminating string entanglements and extra hardware. King Collars™ shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

Climbing Grips shall be precision die-cast from high strength A-369.1 aluminum alloy and coated in a functionalized polyethylene copolymer thermoplastic coating. All thermoplastic coatings shall comply with ASTM standards: ASTM B 2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), ASTM D-638 (Tensile Strength Test). A-369.1 aluminum alloy shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

Chain Swings, Chain Nets, Chain Walks and Suspension Bridges shall be 4/0 and/or 5/0 galvanized steel. Chains shall be coated in PlayTuff™ coating coated as required.

Steel-reinforced ropes shall be manufactured with tightly woven, polyester-wrapped, six-stranded galvanized steel cable. Ropes are extremely durable, vandal and abrasion resistant, color stable, and available in a variety of colors.

ROUND-5 PLAY SYSTEM - General Specifications

SPECIFICATIONS:

Aluminum Post Mechanical Properties:

| | |
|----------------------------------|--------------------------|
| Yield Strength (min): | 35,000 PSI |
| Tensile Strength (min): | 38,000 PSI |
| % Elongation in 2 Inches: | 10 |
| Modulus of Elasticity: | 10 x 10 ⁶ PSI |

Round-5 Aluminum Posts shall be constructed of 5" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

Steel Post Mechanical Properties:

| | |
|----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Round-5 Steel Posts shall be constructed of 5" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

Round-5 Attachment Fittings (King Collars™ and Sockets) shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

Round-5 Play System Footing Requirements shall vary depending on deck heights, components, and events attached to the structure. Most Round-5 components and posts are available for surface or in-ground mounting.

ROUND-3.5 PLAY SYSTEM - General Specifications

SPECIFICATIONS:

| Aluminum Post Mechanical Properties: | |
|--------------------------------------|--------------------------|
| Yield Strength (min): | 35,000 PSI |
| Tensile Strength (min): | 38,000 PSI |
| % Elongation in 2 Inches: | 10 |
| Modulus of Elasticity: | 10 x 10 ⁶ PSI |

Round-3.5 Aluminum Posts shall be constructed of 3-1/2" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

| Steel Post Mechanical Properties: | |
|-----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Round-3.5 Steel Posts shall be constructed of 3-1/2" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

Round-3.5 Attachment Fittings (King Collars™ and Sockets) shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

Round-3.5 Play System Footing Requirements shall vary depending on deck heights, components, and events attached to the structure. Most Round-3.5 components and posts are available for surface or in-ground mounting.

REVOLUTION SYSTEM - General Specifications

SPECIFICATIONS:

Revolution Direct-Bolt Double-Wall Post System (Patent Pending). shall be constructed utilizing (4) primary components: Double-wall mounting sleeves, Core post, Top cap, and Bottom cap. Each mounting sleeve shall be precision die-cast from a high-strength A369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments. Die Cast Sleeves shall be 5" diameter and individually finished with a smooth machined surface. All mounting sleeves shall include factory drilled and threaded component attachment holes. Nylon Plugs shall be included for attachment holes not utilized during play structure assembly. Core post shall be constructed of 3-1/2" O.D. 11-gauge galvanized steel tubing exhibiting the following mechanical properties: Tensile Strength of 55,000 PSI and Yield Strength of 50,000 PSI. Top cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip and are factory installed and secured in place with a self-sealing rivet. Post caps are available in a variety of colors. Bottom Cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified and factory installed.

| Steel Post Mechanical Properties: | |
|-----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Tubular Steel and Metal Components shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

Revolution Play System Footing Requirements shall vary depending on post heights, components, and events attached to the structure. Most Revolution components and posts are available for surface or in-ground mounting.

MATERIAL COLORS OFFERED

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

Powder-coat Colors

Metal components receive a multi-stage powder-coating process that yields a highly durable protective finish.



Roto-molded Plastic Colors

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of wear.



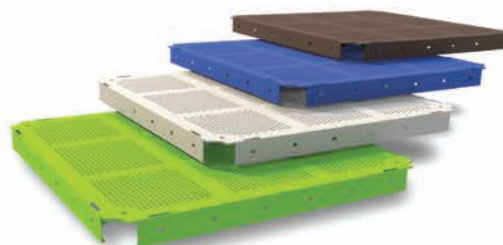
HDPE Sheet Plastic Colors

Our high density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.



Play-Tuff™ Coating Colors

Our in-house state-of-the-art Play-Tuff™ (plastisol) coating process offers unmatched protection on decks & steps.



Thermoplastic Coating Colors

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.



Shade Canopy Fabric Colors

Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.



Play-Cord™ Cable Colors

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



Swing Seat Colors

Slash Proof Seats are constructed from durable elastomer and come in a variety of colors.



METALUXE™ Signature Powder-coat Colors

Our exclusive collection of metallic powder-coat colors provide a finish that speaks to luxury and brilliance. These highly durable, grime resistant coatings bring a touch of shimmer to your playscape.



PLAY-TUFF™ Coating Colors



Powder-coat Colors



Roto-molded Plastic Colors



Solid HDPE Colors



Layered HDPE Colors

Thermoplastic Coating Colors



Shade Canopy Fabric Colors



Swing Seat Colors



PLAY-CORD™ Cable Colors



PLAYCRAFT SYSTEMS WARRANTY

Playcraft Systems®, warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship.

The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 60 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. P).

INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar on quality and play expectations... one playground at a time.



Playcraft Systems® warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on all moving parts and on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. Q)

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:
2022-942287

Date Filed:
10/07/2022

Date Acknowledged:

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

The PlayWell Group, Inc.
Boerne, 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.

100722

Specializing in custom playgrounds, park shelters and shades

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Maria Powell, and my date of birth is 06/25.

My address is 203A State Hwy 46E, Boerne, TX, 78006, US.
(street) (city) (state) (zip code) (country)

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

Executed in Kendall County, State of Texas, on the 7 day of Oct., 2022.
(month) (year)

Maria Powell

Signature of authorized agent of contracting business entity
(Declarant)

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

October 7, 2022

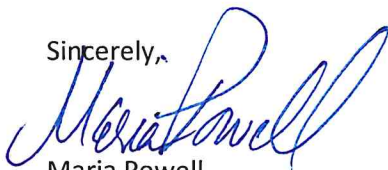
To Whom It May Concern:

This letter is to acknowledge and confirm the manufacturer and dealer relationship between Playcraft Systems (manufacturer) and The Playwell Group, Inc. (dealer).

The Playwell Group is sole primary authorized Dealer for Playcraft Systems and as such The Playwell Group, Inc. has full authority on behalf of Playcraft Systems to offer a full line of products/services as published on the catalogs, sales fliers, or on-line offerings.

Please contact me if further clarity is required.

Sincerely,



Maria Powell
Business Manager
The Playwell Group, Inc.