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

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

1. **CALL TO ORDER**

Invocation - Frank Pace with Johnson County Prayer Network

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

- Recognition of Burleson Blaze's Success at the 2024 Special Olympics Texas Summer Games. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

- Receive a report to recognize the selected Employees of the Quarter for the 3rd quarter of 2024. (*Staff Contact: Cheryl Marthijohni, Director of Human Resources*)

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

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 21, 2024 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- B. Consider approval of a cooperative purchase agreement for the purchase and lease of physical books for the Bureson Public Library, using Texas Smart Buy Contract 715-M2, in the amount of \$65,000. *(Staff Contact: Sara Miller, Deputy Director-Library)*
- C. Consider approval of a minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount of \$325,000. *(Staff Contact: Matt Ribitzki, Senior Deputy City Attorney/Director of Legal Services)*
- D. Consider approval of a professional services agreement with Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony, in the amount of \$65,000. *(Staff Contact: Wes Routson, Support Bureau Captain)*
- E. Consider approval of a cooperative purchasing agreement with M-Pak, through BuyBoard contract #698-23, for the procurement and replacement of uniforms, duty gear, tactical clothing and equipment, and body armor, in an amount not to exceed \$72,000. *(Staff Contact: Wes Routson, Support Bureau Captain)*
- F. Consider approval of a contract for the purchase of a software archiving platform from Smarsh for one year through a cooperative purchasing agreement with DIR (DIR-TSO-4317) in the amount of \$51,542.22 *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*
- G. Consider approval of an amendment to contract CSO#1889-10-2021 increasing the total contract amount by \$29,453.40 for the service and license renewal agreement with CivicPlus to include annual support, maintenance, and hosting fees for our city website. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*

- H. Consider approval of a minute order authorizing \$118,241.16 in additional funding with United Healthcare (UHC) (CSO #5321-12-2023) for third party administration of medical, dental, and vision plans for 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)
- I. Consider approval of a minute order authorizing \$14,184 in additional funding with Alliance Work Partners (CSO# 1860-09-2021) to be the city's Employee Assistance Program (EAP) for plan year 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)
- J. Consider approval of an ordinance designating an approximately 30 acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as "Tax Abatement Reinvestment Zone Number 009, City of Burleson" under Chapter 312 of the Texas Tax Code. (Final Reading) (Staff Contact: Alex Philips, Director of Economic Development)
- K. Consider approval of a Chapter 380 agreement with the Burleson Opportunity Fund to promote economic development in the amount of \$50,000. (Staff Contact: Janalea Hembree, Assistant to the City Manager)
- L. Consider approval of a resolution amending the Mayor's Youth Council Resolution CSO#761-02-2018 to align with the Mayor's Youth Council Bylaws. (On 10/28/2024, the Mayor Youth Council voted unanimously to update their bylaws) (Staff Contact: Janalea Hembree, Assistant to the City Manager)
- M. Consider approval of a professional services contract with Freese and Nichols, Inc. for engineering services related to the review of flood studies and general stormwater drainage design for a three (3) year term in the amount of \$90,000.00. (Staff Contact: Michelle McCullough, Deputy Director/City Engineer)
- N. Consider approval of a professional services contract with Kimley Horn and Associates for engineering services related to the review of traffic studies and general roadway design for a three (3) year term in the amount of \$75,000.00. (Staff Contact: Michelle McCullough, Deputy Director/City Engineer)

6. DEVELOPMENT APPLICATIONS

- A. 1709 County Road 913 (Case 24-274): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A" Agriculture to "SFE" Single-Family Estate district. (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)

7. GENERAL

- A. Consider approval of a construction contract for ITB 2024-026 with Jackson Construction, Ltd. for the SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) project in the amount of \$2,672,529.00 with a project contingency of \$267,253.00. (ST2302) (Staff Contact: Eric Oscarson, Deputy City Manager)
- B. Consider approval of an agreement for crossing modification, signal modification and bore permit agreements with BNSF railroad for modifications to the Alsbury Boulevard railroad crossing and payment of associated fees of in the amount of \$550,876. (ST2302) (Staff Contact: Eric Oscarson, Deputy City Manager)

- C. Consider approval of an agreement for undergrounding of electrical lines with Oncor in the amount of \$547,411. (ST2302) (Staff Contact: Eric Oscarson, Deputy City Manager)

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction on street asset management and the FY 24/25 Pavement Maintenance Schedule. (Staff Contact: Janalea Hembree, Assistant to the City Manager and Justin Scharnhorst, Deputy Director Public Works)

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

This is a standing item on the agenda of every regular meeting of the City Council that allows the City Council to receive reports, hold discussions, and give staff direction regarding any legislative matters pertaining to the 89th Texas legislative session. Additional action items may be specifically listed below when required.

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

11. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
-Discuss and receive direction on a facilities maintenance and operation agreement with the Burleson Independent Soccer Association dated May 14, 2021, for the athletic field complex at Bartlett Park.
-Discuss and receive direction on Case No. CC-E20240015, *State of Texas v. Village Creek Equities I, Ltd., et al.*, in the County Court at Law No. 2, Johnson County, Texas.
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
-Discuss and receive direction on certain parcels of real property for the expansion of the intersection of Alsbury Boulevard and SW Hulen St and the expansion of County Road 1020 generally near such intersection 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 necessary for a 12" waterline extension to the Mountain Valley Lakes Subdivision generally near such subdivision 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 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, Texas Government Code**

12. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 30th of October 2024, by 6:15 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: Monica Solko, Deputy City Secretary
MEETING: November 4, 2024

SUBJECT:

Consider approval of the minutes from the October 21, 2024 regular council meeting. (*Staff contact: Monica Solko, Deputy City Secretary*)

SUMMARY:

The City Council duly and legally met on October 21, 2024 regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Monica Solko, TRMC
Deputy City Secretary
msolko@burlesontx.com
817-426-9682

**BURLESON CITY COUNCIL REGULAR MEETING
OCTOBER 21, 2024
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Phil Anderson
Alexa Boedeker
Chris Fletcher
Larry Scott
Dan McClendon
Adam Russell

COUNCIL ABSENT:

Staff present

Tommy Ludwig, City Manager
Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Lisandra Leal, Assistant City Secretary
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:30 p.m.**

Invocation – Bob Massey, Pastor emeritus Grace Bible Fellowship

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

- A Proclamation recognizing October 20 - 26, 2024, as "Friends of Libraries Week" in the City of Burleson. (*Recipient: Friends of Burleson Public Library*)
- A Proclamation recognizing October 2024, as "National Chiropractic Health Month" in the City of Burleson. (*Recipient: Joseph Adams, Texas Chiropractic Association*)

B. Presentations

- -2024 National Procurement Institute's Achievement of Excellence in Procurement Award (*Staff Contact: Richard Abernethy, Director of Administrative Services*)
- -Adoptable Shelter Pet (*Staff Contact: DeAnna Phillips, Director of Community Services*)

C. Community Interest Items

- Congratulation to the new Miss Burleson Madison Dawson and the new Miss Teen Burleson Carissa Rowland at the Ms. Burleson/Mansfield Pageant.
- Thank you to the Police Department on their successful open house, Council appreciated the invitation.
- Congratulations to all the Fire Fighters on their promotions during the Fire Department pinning ceremony.
- A proud moment last week during the TML Conference, another city complimented our website and said they used our format. Thank you to the Communications Department and Information Technology departments for their work on the website.
- Join us, October 28, at 6 pm, for Johnson County Q&A Town Hall on the bond election, Burleson City Hall, Council Chambers, 141 W. Renfro Street.
- Thanks, helping me for the Happy Birthday Victoria Johnson.
- Reminder, early voting has begun, Council strongly encourages everyone to go out and vote.
- Great job to the Economic Development Department on their presentation during the Chamber Fall luncheon.
- Great turnout at the annual Burleson Opportunity Fund breakfast of Champions.
- American Red Cross held their Sound the Alarm event where they installed free alarms in Burleson.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- Withdraw item 5I from the agenda.

4. CITIZEN APPEARANCES

- None.

5. CONSENT AGENDA

A. Minutes from the October 7, 2024 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

B. CSO#5621-10-2024, minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of an Amendment to the Performance Agreement 4A100223C&CBurleson between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development

located at 425 SW Wilshire Blvd in Burleson, Texas. (Staff Contact: Alex Philips, Economic Development Director)

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- C. CSO#5622-10-2024, minute order ratifying the 4A Economic Development Corporation Board's actions for authorization to spend \$68,640 for schematic design for a community park and associated development with Land Design. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- D. CSO#5623-10-2024, professional services agreement for a schematic design project with Land Design in the amount of \$124,800 with a project contingency of \$12,480 for a total project of \$137,280. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- E. CSO#5624-10-2024, contract to award bid RFP 2024-023 to Sky Elements for the Holiday Drone Show with two optional one-year administrative renewals at the total price of \$77,728. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- F. CSO#5625-10-2024, Sole Source agreement with OCLC, Inc. for cloudLibrary and newsstand annual subscriptions and the purchase of eBooks, eAudiobooks, and other digital media from the cloudLibrary collection in the amount of \$56,448.60. (Staff Contact: Sara Miller, Deputy Director-Library)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- G. CSO#5626-10-2024, minute order to increase the total amount of payments under the agreement with Core & Main, L.P. (CSO# 3083-09-2022) for the**

purchase of water meters in the amount of \$215,000. (Staff Contact: Errick Thompson, Director of Public Works)

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- H. CSO#5627-10-2024, minute order appointing Errick Thompson, Director of Public Works, as voting member and Michelle McCullough, City Engineer, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2025. (Staff Contact: Errick Thompson, Director of Public Works)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- I. CSO#5628-10-2024, minute order authorizing the City Manager to authorize a speed study of West Renfro Street between SW Alsbury Drive and State Highway 174 / Wilshire Boulevard with Westwood Professional Services in the amount of \$8,000, in accordance with Council Policy 17, Section II(iii). (Staff Contact: Errick Thompson, Director of Public Works) – WITHDRAWN.**

Item 5I was withdrawn from the agenda.

- J. CSO#562910-2024, contract with Tarrant County for Election Services for the November 5, 2024 Special Local Option election. (Staff Contact: Monica Solko, Deputy City Secretary)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- K. CSO#5630-10-2024, Cooperative Purchase Agreement with Axon Enterprise, Inc. for the purchase of Unmanned Aerial Surveillance (UAS) licenses and a fotokite (tethered drone) through BuyBoard Contract No.718-23 in an amount of \$110,213.08 over five years. (Staff Contact: Wes Routson, Support Bureau Lieutenant)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- L. CSO#5631-10-2024, Cooperative Purchase Agreement with Axon Enterprise, Inc. for the purchase of Body Worn Cameras, In-Car Cameras, Evidence.com licenses, and Tasers through BuyBoard Contract No.743-24 in an amount of \$37,014.78 over five years. Additionally, a contingency amount not to exceed**

\$200,000.00 is requested for potential purchases on this contract to support the onboarding of new officers and equipment. The total amount authorized is \$237,014.78 over four years. (Staff Contact: Wes Routson, Support Bureau Lieutenant)

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- M. CSO#5632-10-2024. cooperative purchase agreement for the purchase of computers, monitors, and peripheral equipment from Dell Marketing LP through a cooperative purchase agreement with OMNIA Partners (01-143) in the amount of \$184,000. (Staff Contact: James Grommersch, Chief Technology Officer)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- N. CSO#5633-10-2024, contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripherals equipment utilizing an Omnia Partners contract in the amount of \$118,000. (Staff Contact: James Grommersch, Chief Technology Officer)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- O. CSO#5633-10-2024, contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripherals equipment utilizing a TIPS contract in the amount of \$118,000. (Staff Contact: James Grommersch, Chief Technology Officer)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- P. CSO#5633-10-2024, contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripherals equipment utilizing a Sourcewell contract in the amount of \$118,000. (Staff Contact: James Grommersch, Chief Technology Officer)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- Q. CSO#5633-10-2024, contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripherals equipment utilizing a DIR contract in the amount of \$118,000. (Staff Contact: James Grommersch, Chief Technology Officer)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda.

Motion passed 7-0.

- R. ETJ Release Petition for 1805 CR 706 (Case 24-280): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 35.087 acres of land addressed as 1805 CR 706. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Larry Scott and seconded by Adam Russell to deny.

Motion to deny passed 7-0.

6. DEVELOPMENT APPLICATIONS

- A. CSO#5634-10-2024, ordinance for a zoning change request from “A” Agricultural to “SF16” Single-family dwelling district 16 for a proposed subdivision with minimum 16,000 square foot lots located at 10732 CR 1020 (Case 24-195). (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7 to 1)**

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:59 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:00 p.m.**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

7. GENERAL

Lisandra Leal, Assistant City Secretary, announced that items 7A and 7B will be presented together but voted on separately.

- A. CSO#5635-10-2024, contract to award the bid ITB 2024-022 to Gratex Utilities Inc. for the waterline and fire hydrant relocation of SH174 Widening project (project #197405) in the amount of \$73,715.50 with a 10% contingency of**

\$7,371.55 for a total authorization of \$81,087.05. (Staff Contact: Eric Oscarson, Deputy City Manager)

Eric Oscarson, Deputy City Manager, presented a contract to the city council.

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

B. CSO#5636-10-2024, resolution adopting a Sidewalk Policy for SH174 Widening project (project #197405). (Staff Contact: Eric Oscarson, Deputy City Manager)

Motion made by Victoria Johnson and seconded by Phil Anderson to approve.

Motion passed 7-0.

C. CSO#5637-10-2024, amendment to contract CSO#5599-09-2024 with C1S for an interior renovation and pool resurfacing package for the Burleson Recreation Center at the guaranteed max price of \$1,364,408. (Staff Contact: Jen Basham, Director of Parks and Recreation)

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

Motion made by Adam Russell and seconded by Victoria Johnson to approve.

Motion passed 7-0.

D. CSO#5638-10-2024, contract through Buyboard Cooperative Purchasing agreement with Gametime for a playground at Centennial Park in the amount of \$466,026.80 with a project contingency of \$13,441.70, for a total of \$479,468.50. (Staff Contact: Jen Basham, Director of Parks and Recreation)

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

Bill Janusch, 117 NE Clinton Street, came forward with concerns on the speediness of the project and to bring awareness on disabilities when considering playground equipment.

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

E. Public hearing and consider approval of an ordinance designating an approximately 30 acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as "Tax Abatement Reinvestment Zone Number 009, City of Burleson" under Chapter 312 of the Texas Tax Code. (First Reading) (Staff Contact: Alex Philips, Director of Economic Development)

Alex Philips, Director of Economic Development, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:34 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:34 p.m.**

Motion made by Alexa Boedeker and seconded by Victoria Johnson to approve.

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and provide staff feedback on a proposed egret abatement program. (Staff Contact: DeAnna Phillips, Director of Community Services)

DeAnna Phillips, Director of Community Services, presented the proposed egret abatement program to the city council.

Mayor Fletcher announced that there were technical issues with the presentation asked to take a short break to fix the issue.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 6:43 p.m. and called the meeting back to order at 6:50 p.m. with all members present.

Ms. Phillips continued with the presentation.

Options to consider for the program:

1. Reimbursement of habitat modification
2. Reimbursement of netting exclusion
3. Buying and preparing deterrent go-kits for owners
4. Purchase of additional sound/laser machines
5. Additional marketing outreach
6. Reduction in water bills
7. Reimbursement for hiring a cleaning service
8. Reimbursement for Oncor disconnect/reconnect fee

After a brief discussion and questions by Council, consensus was in favor of marketing outreach to include city noise ordinance, buying and preparing deterrent go-kits for owners in the area and to allocate funds for deterrent equipment for staff to use.

Tommy Ludwig, City Manager, stated that an item would be prepared and brought to Council for consideration in November. .

- B. Receive a report, hold a discussion and provide staff feedback regarding the parks and recreation accreditation process (*Staff Contact: Jen Basham, Director of Parks and Recreation*).**

Jen Basham, Director of Parks and Recreation, presented the parks and recreation accreditation process to the city council.

There were no comments from the council.

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS - MOVED

This is a standing item on the agenda of every regular meeting of the City Council that allows the City Council to receive reports, hold discussions, and give staff direction regarding any legislative matters pertaining to the 89th Texas legislative session. Additional action items may be specifically listed below when required.

- None.

10. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

- Arborist report/presentation on the trees in Burleson.

11. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code

- Discuss and receive direction on certain parcels of real property for the expansion of the intersection of Alsbury Boulevard and SW Hulen St and the expansion of County Road 1020 generally near such intersection 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 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, Texas Government Code

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 7:24 p.m.**

Motion passed 7-0.

Motion was made by Victoria Johnson and seconded by Adam Russell to reconvene into open session. **Time: 8:00 p.m.**

Motion passed 7-0.

12. **ADJOURNMENT**

Motion made by Adam Russell and seconded by Dan McClendon to adjourn.

Mayor Chris Fletcher adjourned the meeting.

Time: 8:01 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Community Services
FROM: Sara Miller, Deputy Director-Library
MEETING: November 4, 2024

SUBJECT:

Request authorization of a Cooperative Purchase Agreement for the purchase and lease of physical books for the Burleson Public Library, using Texas Smart Buy Contract 715-M2, in the amount of \$65,000.

SUMMARY:

The Texas Smart Buy Contract 715-M2 provides a discount off the publisher's list price for each title and provides pricing for cataloging and shelf-ready processing options. Shipping costs are free.

Discounts:

- 46.5% off trade hardcover editions
- 40% off paperback editions
- 23% off library bound paperback editions
- \$1.24 per item for automated cataloging and processing (includes book jacket, spine label, barcode label, RFID tag application/programming and MARC record)

Burleson library cardholders checked out 236,337 physical items in FY2024. The library spent approximately \$44,000 purchasing physical library books and added 2,863 titles to the collection in FY2024.

The collection turnover rate is currently 4.71 for physical materials, indicating that each item in the collection checks out 4-5 times a year on average. While demand for digital materials has increased, physical items remain very popular, especially children's materials. If authorized, this agreement will allow staff to purchase individual library books throughout the year as they are released.

By leasing multiple copies of popular titles, library staff can meet the demand for bestsellers at the library and keep wait times down for customers. Brodart Books & Library Services offers a leasing plan for \$17,280 that includes 80 leased titles per month.

RECOMMENDATION:

Staff recommends authorizing a Cooperative Purchase Agreement for the purchase and lease of physical books for the Burleson Public Library, using Texas Smart Buy Contract 715-M2, in the amount of \$65,000.

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

N/A

REFERENCE:

FISCAL IMPACT:

The associated cost of the purchases is not to exceed \$65,000 for the fiscal year.

Library account number 1016001 61005 for \$47,720.

Library account number 101600162035 for \$17,280.

STAFF CONTACT:

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

Library Book Purchases

PRESENTED TO THE CITY COUNCIL ON
NOVEMBER 4, 2024

Texas Smart Buy 715-M2

The Texas Smart Buy Contract 715-M2 provides a discount off the publisher's list price for each title and provides pricing for cataloging and shelf-ready processing options.

Discounts off the publisher's list price:

- 46.5% off trade hardcover editions
- 40% off paperback editions
- 23% off library bound paperback editions
- \$1.24 per item for automated cataloging and processing (includes book jacket, spine label, barcode label, RFID tag application/programming and MARC record)
- Free shipping

Circulation Statistics

- Cardholders checked out 236,337 physical items in FY2024.
- The library spent \$44,000 purchasing physical library books and added 2,863 titles to the collection in FY2024.
- Each item in the collection checks out 4.71 times/year on average.

Physical vs. Digital

While demand for digital materials has increased, physical items remain very popular, especially children's materials.

If authorized, this agreement will allow staff to purchase individual library books throughout the year as they are released.

Leasing Bestsellers

By leasing multiple copies of popular titles, library staff are able to meet the demand for bestsellers at the library and keep wait times down for customers.

Brodart Books & Library Services offers a leasing plan for \$17,280 that includes 80 leased titles per month.

Recommendation

Staff recommends authorizing a Cooperative Purchase Agreement for the purchase and lease of physical books for the Burleson Public Library, using Texas Smart Buy Contract 715-M2, in the amount of \$65,000.

Questions/Comments

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



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between Brodart Co. ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TXMAS/Texas Smart Buy Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 715-M2, as amended, (the "**Agreement**") with an expiration date of 10/31/2024.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of Sixty-five thousand and 00/100 dollars ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 7th day of October 2024.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR Signed by: Brodart Co.

By: Lisa Miosi
DDB4227AZB064B0...

Name: Lisa Miosi

Title: VP Customer Service

Date: 10/8/2024

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.
Brodart Co.
Williamsport, PA United States

Certificate Number:
2024-1225438

Date Filed:
10/10/2024

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

Date Acknowledged:

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.
Account # 427627
Library Books and Materials, Cataloging and Processing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Coe, George	Williamsport, PA United States	X	
	Gatsche, Denise	Williamsport, PA United States	X	
	Dill, Richard	Williamsport, PA United States	X	
	Hechler, Jonathan	Seattle, WA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Lisa Miosi, and my date of birth [REDACTED].

My address is 500 Arch Street, Williamsport, PA, 17701, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Lycoming County, State of Pennsylvania, on the 10 day of October, 2024.
(month) (year)

Lisa Miosi

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Senior Deputy City Attorney/Director of Legal Services

MEETING: November 4, 2024

SUBJECT:

Consider approval of a minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount of \$325,000. (*Staff Contact: Matt Ribitzki, Senior Deputy City Attorney/Director of Legal Services*)

SUMMARY:

Allen Taylor is appointed by City Council to serve as the City Attorney and has represented the City since 1987. In this minute order, staff is seeking authorization to pay Mr. Taylor's law firm Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services rendered to the City during the next fiscal year. TOASE submits invoices to the City monthly for legal services provided to the City. The \$325,000 amount includes the budgeted and projected cost of TOASE legal services for the next fiscal year. As of January 1, 2025, the hourly rate of all TOASE timekeepers will increase by \$15.00 per hour.

OPTIONS:

- 1) Approve the minute order
- 2) Approve the minute order with changes
- 3) Deny the minute order

RECOMMENDATION:

None.

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

None.

FISCAL IMPACT:

Budgeted Y/N: Y

Amount: \$325,000

Account: 10111002-62040

STAFF CONTACT:

Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

mribitzki@burlesontx.com

817-426-9664

City Attorney Legal Services Fees

City Council – November 4, 2024

Matt Ribitzki – Senior Deputy City Attorney/Director of Legal Services

City Attorney Legal Services Fees



- City Attorney Allen Taylor has represented the city since 1987
- Taylor, Olson, Adkins, Sralla, & Elam, LLP (TOASE) provides legal services to over 40 public agencies in the state and has over 250 years of combined experience practicing local governmental law
- Areas of practice include municipal law, employment, eminent domain, zoning and land use, economic development, real estate, delinquent tax collection, municipal court prosecution, and elections

City Attorney Legal Services Fees



- Staff anticipates that TOASE legal services fees will be between \$295,000 and \$325,000 in Fiscal Year 24-25
- For Fiscal Year 23-24, the City Council authorized staff to pay TOASE \$308,000 for legal services, and the City paid approximately \$280,000 for the year
- As of January 1, 2025, the hourly rate of all TOASE timekeepers will increase by \$15.00/hour, and the hourly rates will range from \$145/hour to \$245/hour depending on credentials, complexity of the issue, etc.
- Staff seeks spending authorization to pay TOASE up to \$325,000 for legal services for Fiscal Year 24-25



Questions?

TOASE Legal Services Fees

Choose an item.

DEPARTMENT: Police
FROM: Wes Routson, Captain
MEETING: November 4, 2024

SUBJECT:

Consider approval of a Professional Services Agreement with Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony, in the amount of \$65,000. (*Staff Contact: Wes Routson, Support Bureau Captain*)

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. the Burleson Police Department anticipates the expense of obtaining forensic services through Armstrong Forensic Laboratory, Inc. in the amount of \$65,000 for FY24-25.

Pursuant of Texas Local Government Code 2254.003, this expense is exempt from the City of Burleson's competitive bidding procedures.

RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement.

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

October 16, 2023, City Council approved previous FY23-24 minute order for Armstrong Forensic Laboratory, Inc.

REFERENCE:

N/A

FISCAL IMPACT:

\$65,000 has been allocated in the Police Department's general budget for these services. Account Number: 1012001-62020.

STAFF CONTACT:

Wes Routson
Support Bureau Captain
wroutson@burlesontx.com
817-426-9947



Burleson Police Department

Armstrong Forensic Laboratory—November 04,
2024

Captain Wes Routson

Forensic Services

- The Burleson Police Department utilizes Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony
- Due to historical usage of Armstrong Forensic Laboratory, Inc. for professional services, the Burleson Police Department anticipates the expense of obtaining forensic services through Armstrong Forensic Laboratory, Inc. in the amount of \$65,000.00 for FY24-25
- Pursuant of Texas Local Government Code 2254.003, this expense is exempt from the City of Burleson's competitive bidding procedures.

Fiscal Impact

- \$65,000 allocated in Police Department's general budget for this expense
- Account Number: 1012001-62020

Options and Recommendation

Options

- Approve the Professional Services Agreement
- Amend the Professional Services Agreement
- Deny the Professional Services Agreement

Burleson Police Department's Recommendation is to approve the Professional Services Agreement.

Questions / Comments

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 ARMSTRONG FORENSIC LABORATORY, INC. (“Consultant”).

1. SCOPE OF SERVICES.

Consultant hereby agrees to provide the City with professional services for the purpose of **the services outlined in Exhibit A** Attached hereto and incorporated for all purposes incident to this Agreement. More specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties, (“Effective Date”) for a one (1) year term unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed SIXTY-FIVE THOUSAND and NO/100 dollars in accordance with the fee schedule and Scope of Services outlined in Exhibit A, which is incorporated herein. Payment is subject to the other terms and conditions of this Agreement in exchange for the completion of tasks and delivery of services specified in Exhibit A. 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 Contractor shall submit 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 Contractor’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 Expiration Date, 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. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

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
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

ARMSTRONG FORENSIC
LABORATORY, INC.
DR. BEN ARMSTRONG
330 LOCH'N GREEN TRAIL
ARLINGTON, TX 76012

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 Tarrant 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-BOYCOTTING 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 that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) 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.

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. 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

Armstrong

Forensic Laboratory, Inc.

2025 FEE SCHEDULE

THC Quantitation

Controlled Substance Identification

Blood Alcohol Content

Court Testimony



Analytical Cost

Armstrong Forensic Laboratory, Inc. is accredited by ANAB and the TFSC to perform criminal casework in the State of Texas. Armstrong's analyses conform to ASTM and SWGDrug Identification Criteria and Code of Professional Practice.

All analyses are performed in Texas by Texas Forensic Science Commission Licensed Analysts.

THC IDENTIFICATION AND QUANTITATION IN PLANT MATERIAL	\$ 110/Unit
THC IDENTIFICATION AND QUANTITATION IN NON-PLANT MATERIAL E-cigs, vapes, edibles, waxes, oils, and non-green leafy material	\$ 200/Unit
CONTROLLED SUBSTANCE AND PHARMACEUTICAL IDENTIFICATION Additional components Reported, Same Sample Quantitation of component	\$ 100/Unit \$ 55/each \$ 100/Unit
WEIGHT ONLY	\$ 100/Unit
BLOOD ALCOHOL CONTENT	\$ 100/Unit

Consultation and Court Fees

Kelly Wouters, Ph.D.

Consultation, Travel, Phone and Standby \$ 345 /Hour

Wren Busby, Ph.D.

Consultation, Travel, Phone and Standby \$ 295 /Hour

Blood Alcohol Analyst

Consultation, Travel, Phone and Standby \$ 200 /Hour

Court Presentation and Deposition	Additional	\$ 100/Hour
Video Deposition	Additional	\$ 200/Hour
Affidavit of Laboratory Analysis		\$ 100.00/Case
Court Ready Data Package of Laboratory Analysis		\$ 250.00/Case
Duces Tecum		\$ 750.00/Case
Evidence Storage (6 mos.)		\$ 75.00/Case
Evidence Return Shipping		\$ 65.00/Box

Price Acknowledgement

Pricing detailed in this Fee Schedule is valid from the date of the signed Acknowledgement through 2025. All services proposed will be provided as the proposed costs at any time those services are performed for all case work submitted within the agreement period. Any request for Affidavits, Court Ready Litigation Packets, or Duces Tecum not paid for by the requestor shall be owed by the submitting agency. Any defense requests will be directed to the prosecuting agency for a response. Any evidence left with Armstrong Forensic Laboratory, Inc. will be returned to the submitting agency at the submitting agencies expense. Should testimony on a case that was originally analyzed in the 2025 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 2025 agreement period.

Armstrong's General Terms and Conditions effective at the time services are performed are incorporated into this proposal and any services provided by Armstrong. 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,

_____ Signature of Authorized Personnel	_____ Date	_____ Ben Armstrong	_____ Date
_____ Print Name and Title		_____ President	
_____ Agency		_____ Armstrong Forensic Laboratory, Inc.	

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.

The are no hidden fees for client cancellation, set up, untested samples, difficult samples, or sample cancellation due to insufficient sample.

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 standards are necessary, Armstrong will contact the Client for approval.

Armstrong responds to requests from prosecutors handling the case, provides requested materials, and invoices the submitting agency, unless specifically directed otherwise by the submitting agency.

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.

Armstrong requests completed evidence be picked up or scheduled for return shipping within two weeks after the completion of the report. Evidence left at Armstrong for more than 30 days may be returned to the submitting agency at the agency's expense.

Armstrong is not a licensed destruction facility and cannot destroy or discard controlled substances and related evidence.

Expedited Turn-around Options:
ASAP TAT – 100% Analytical Surcharge
5 Day TAT – 50% Analytical Surcharge

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

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

By:  _____

Name: Benjamin Armstrong

Title: President

Date: Oct 24, 2024

ARMSTRONG FORENSIC
LABORATORY, INC.

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.
Armstrong Forensic Laboratory, Inc.
Arlington, TX United States

Certificate Number:
2024-1229753

Date Filed:
10/22/2024

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.
2022-189
Analytical Testing and Consulting Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is [Signature], and my date of birth is [Redacted].

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

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

Executed in Tarrant County, State of Texas, on the 22 day of October, 2024.
(month) (year)

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

Choose an item.

DEPARTMENT: Police
FROM: Billy J. Cordell, Chief of Police
MEETING: November 4, 2024

SUBJECT:

Consider approval of a cooperative purchasing agreement with M-Pak, through BuyBoard contract #698-23, for the procurement and replacement of uniforms, duty gear, tactical clothing and equipment, and body armor, in an amount not to exceed \$72,000. (*Staff Contact: Wes Routson, Support Bureau Captain*)

SUMMARY:

The Burleson Police Department utilizes M-Pak for police uniform and equipment services. These services include, but are not limited to body armor (new and replacement), patrol uniforms, SWAT equipment, duty gear, and footwear. Each sworn member of the department is issued an annual clothing allowance to purchase replacement uniforms, footwear, and equipment. Further, the department replaces body armor every five years. Based on the number of clothing allowances to be issued coupled with the amount of body armor to be replaced/issued during FY24-25, the Burleson Police Department anticipates the expense of obtaining uniform and equipment services from M-Pak through a cooperative purchase agreement with BuyBoard #698-23 in the amount not to exceed of \$72,000.

BuyBoard #698-23

Account Numbers: 1012001-61025 and 1012001-61030

RECOMMENDATION:

Staff recommends approval of the request.

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

October 16, 2023, the previous minute order for \$82,000 was approved by council for FY 23-24.

REFERENCE:

N/A

FISCAL IMPACT:

Amount not to exceed \$72,000 for clothing and body armor is accounted for in the Police Department's FY24-25 general budget. Account Numbers: 1012001-61025 and 1012001-61030.

STAFF CONTACT:

Wes Routson
Support Bureau Captain
wroutson@burlesontx.com
817-426-9947



Burleson Police Department

M-Pak- November 04, 2024

Captain Wes Routson

Uniform and Equipment Services

- Through a cooperative purchase agreement with BuyBoard, the Burleson Police Department utilizes M-Pak for police uniform and equipment services. These services include, but are not limited to body armor (new and replacement), patrol uniforms, SWAT equipment, duty gear, and footwear.
- During FY24-25, the Burleson Police Department will be replacing twenty-one body armor. Additionally, each sworn member of the department (90) is issued an annual clothing allowance of \$500 to purchase replacement uniforms, footwear, and equipment.
- Based on historical usage of M-Pak and the factors presented, the Burleson Police Department anticipates the expense of obtaining uniform, duty gear, and body armor services through M-Pak in the amount of \$72,000 for FY24-25.
- BuyBoard: 698-23

Options and Recommendation

Options

- Approve the Minute Order
- Deny the Minute Order

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

Questions / Comments



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between M-PAK, INC. ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BUYBOARD Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 698-23, as amended, (the "**Agreement**") with an expiration date of 03/31/2026.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

UNIFORMS AND DUTY GEAR AS DESCRIBED IN ATTACHMENT A ON AN AS-NEEDED BASIS.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$72,000.00) ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 4TH day of NOVEMBER 2024 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR Signed by: _____ INC.

By: Anna Boulware
CB9E8C9CE57B42B...

Name: Anna Boulware

Title: Vice President

Date: 10/22/2024

11255 Camp Bowie West Blvd
 Aledo, TX 76008

Phone: 817-696-0004



TACTICAL | PACKAGING | MEDICAL

Date	Quote #
10/7/2024	2024-289-2

Name / Address
Burleson Police Department 1161 S.W. Wilshire burleson, Texas 76028 Sgt. Wes Routson wroutson@burlesontx.com

P.O. No.	Rep	Project
Updated pricing	CA	

U/M	Item	Description	Price	Qty	Total
EA	92R78Z 86 LARGE	Buy Board # 698-23 Power Stretch Command 100% Poly Men's Short S/S w/Zipper-LAPD Navy-L	51.96	1	51.96
EA	42W78Z 86 17.5 34/35	Extended pricing with larger sizes Power Stretch Command 100% Poly Men's LS Shirt w/Zipper (17.5 34/35)	49.56	1	49.56
EA	35W78Z 86 16.5 34/35	Extended pricing with larger sizes Command 100% Polyester Men's Long Sleeve Shirt w/Zipper	45.56	1	45.56
EA	85VS78 86 MEDIUM	Extended pricing with larger sizes 100% POLYESTER MEN'S SHIRTS - SHORT SLEEVE, LAPD NAVY-MEDIUM	35.96	1	35.96
EA	35VS78 86 MEDIUM REG	100% POLYESTER MEN'S SHIRTS - LONG SLEEVE	39.16	1	39.16
EA	71049-724-L	MEN'S PERFORMANCE SHORT SLEEVE POLO - DARK NAVY	38.40	1	38.40
EA	72049-724-L	MEN'S PERFORMANCE LONG SLEEVE POLO - DARK NAVY	41.60	1	41.60
PR	ALT-999900026	Add Set of Patches	6.00	1	6.00
EA	37100 86 34 REG	Per shirt Command 100% Poly Men's Pants w/Freedom Flex Waistband Plus T21 Zipper Internal Cargo Pocket w/Garage, LAPD Navy-34 REG	57.56	1	57.56
EA	TR070 86 34 REG	Extended pricing with larger sizes TR070 Command 100% Poly Men's Pants w/Freedom Flex Waistband, LAPD Navy- (34/R)	52.76	1	52.76
PR	ALT-999900035	Extended pricing with larger sizes Hemming of Pants	10.00	1	10.00
EA	70RX1-Navy-Large	Eclipse SX w/ Soft Shell Liner Jacket, Navy-Large	279.65	1	279.65
EA	71500 86 MEDIUM	HI-VIS YELLOW PRO SERIES SAFETY VEST W/3M™ & PLAIN WRAP BAND	43.96	1	43.96
EA	586MFL-M-REG	40" Reversible Rain Coat-M/R	88.10	1	88.10

11255 Camp Bowie West Blvd
 Aledo, TX 76008

Phone: 817-696-0004



TACTICAL | PACKAGING | MEDICAL

Date	Quote #
10/7/2024	2024-289-2

Name / Address
Burleson Police Department 1161 S.W. Wilshire burleson, Texas 76028 Sgt. Wes Routson wroutson@burlesontx.com

P.O. No.	Rep	Project
Updated pricing	CA	

U/M	Item	Description	Price	Qty	Total
EA	NE1020-Deep Navy-S/M	New Era Stretch Mesh Cap, Deep Navy, S/M	11.58	1	11.58
EA	J2-Silver (In House)	J2 Silver Metal Name Tag 3 x 5/8	13.50	1	13.50
EA	12391-019-12.5R	MENS 8" A.T.A.C 2.0 Size 12.5	120.00	1	120.00
EA	150005-019-L	MENS MID WT. PADDED GLOVE-019:BLACK L	31.99	1	31.99
EA	52633	ASP 52633 Rotating Sidebreak Basketweave Baton Holder, 26"	54.40	1	54.40
EA	52611	ASP Friction-Loc 26" Black Chromo, Foam Grip Baton	141.60	1	141.60
EA	PR-4710	700CN Chain Handcuff Nickel	29.99	1	29.99
EA	C-A-T Tourniquet Gen 7 (NA...	C-A-T Tourniquet Gen 7, Black, North American Rescue 30-0001 NSN: 6515-01-521-7976	31.59	1	31.59
PR	P2515- Silver	P.D. 1/2" Silver Collar Brass	5.99	1	5.99
EA	7906-22091	Bianchi 7906 AccuMold Elite 1" 4 Pack, Hidden Snap Basketweave, Belt Keepers, fits 2 1/4" belts	14.99	1	14.99
EA	Stinger-75713	Streamlight Stringer LED w/110V & DC Charger	140.00	1	140.00
EA	75903	Streamlight Red Safety Wand for Stinger Flashlights	6.99	1	6.99
EA	7980-23704	Bianchi #7980 Duty Belt Basket Weave, Black, Medium 34-40	51.99	1	51.99
EA	7205-17707	Bianchi 7205-17707 Liner Belt 1.5", Size Medium (34" to 40")	26.99	1	26.99
EA	HL6ABDBV0M	1 - Hi-Lite Carrier w/ AXBIIIA Ballistics.	1,251.00	1	1,251.00
EA	GDCM00BV0J	Guardian Gen-3, Uniform Pocket, MOLLE	267.00	1	267.00
EA	PLT011ECRN	Male Speed Plate, 5x7 Multi-Curve Full Size	103.80	1	103.80
EA	PCHHC0AC0J	Velcro flap 2 Stacked Handcuff Pouch Tuck Strap	16.80	1	16.80
EA	E10-3021B-BSK	RIGID TQ Case For CAT Gen 7, Black Basketweave, Belt Mount	35.90	1	35.90
EA	EMB-999900085	Name Tape 1- Line	10.50	1	10.50
EA	ALT-999900025	Add One Provided Patch (Shoulder or Chest)	3.00	1	3.00
EA	HT-999900044	POLICE in Silver Reflective Heat Transfer Lettering, 10 13/16 X 3 13/16	19.95	1	19.95
EA	HT-999900045	POLICE Silver Reflective Vest Size	11.25	1	11.25
EA	EMB-999900044	Direct Embroidery 2-Lines Ex. NAME/RANK	12.50	1	12.50
EA	6360-832-481	6360 GLOCK 17/22 X300U STX BSK BLK RH	189.99	1	189.99

11255 Camp Bowie West Blvd
 Aledo, TX 76008

Phone: 817-696-0004



TACTICAL | PACKAGING | MEDICAL

Date	Quote #
10/7/2024	2024-289-2

Name / Address
Burleson Police Department 1161 S.W. Wilshire burleson, Texas 76028 Sgt. Wes Routson wroutson@burlesontx.com

P.O. No.	Rep	Project
Updated pricing	CA	

U/M	Item	Description	Price	Qty	Total
EA	UWPT-001-018	Wolfmark UWPT-001-018 Tie, Clip On Black 18"	4.99	1	4.99
EA	09NM2A2	Bayly Military/Police/Fire Hat, Midnight Navy, Black Mesh, 2" Black Visor, Silver P Buttons, Silver Snake	94.50	1	94.50
EA	74434-724-34X30	Size Needed: APEX PANTS-DARK NAVY	72.00	1	72.00
EA	74407-750-32/S	MEN'S MOTORCYCLE BREECHES - MIDNIGHT NAVY	112.00	1	112.00
EA	45502-724-32X34	BIKE PATROL PANT-DARK NAVY	88.00	1	88.00
EA	K5213-Roy/Navy-S	Elbeco UFX Ultra-Lite Short Sleeve Sleeve Polo, Royal Blue/Navy, Small	42.68	1	42.68
EA	180AP-19-4203 (black)	180 DELTA® SNAPBACK WITH PERFORATION	16.95	1	16.95
EA	Z9-5026-BLK-MLK	***Potential new hat*** Zero 9-Radio Case, Molle LOK, BLACK, Motorola APX 6000/8000	47.25	1	47.25
EA	59012ABR-019-1 SZ	PATROL READY BAG	57.60	1	57.60

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.

M-Pak, Inc.
Aledo, TX United States

Certificate Number:
2024-1224929

Date Filed:
10/09/2024

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

Date Acknowledged:

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.

698-23
Uniforms, equipment, body armor, duty gear, kits

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	M-Pak, Inc.	Aledo, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Anna Boulware, and my date of birth is [REDACTED].

My address is 11255 Camp Bowie W. Aledo TX 76008 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 9 day of Oct, 2024.
(month) (year)

Anna Boulware
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: Hugo Rodriguez, Deputy Chief Technology Officer, IT

MEETING: November 4, 2024

SUBJECT:

Consider approval of a contract for the purchase of a software archiving platform from Smarsh for one year through a cooperative purchasing agreement with DIR (DIR-TSO-4317) in the amount of \$51,542.22 (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)

SUMMARY:

Smarsh offers BTX-IT a powerful archiving solution that enhances compliance and simplifies data management through a three-year contract. By capturing digital communications across email, mobile messages, and social media platforms like Facebook, Instagram, and Twitter, Smarsh ensures that BTX-IT can easily access and manage critical information. Additionally, with robust support services and educational resources through Smarsh University, BTX-IT can empower its team to optimize the use of these tools, ultimately driving efficiency and protecting valuable data throughout the duration of the contract.

RECOMMENDATION:

Approve the contract with Smarsh.

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

NA

FISCAL IMPACT:

Software M&R: 6108001-63506 | \$51,542.22

STAFF CONTACT:

Name: Hugo Rodriguez
Title: Deputy Chief Technology Officer, IT
hrodriguez@burlesontx.com
682.312.2766

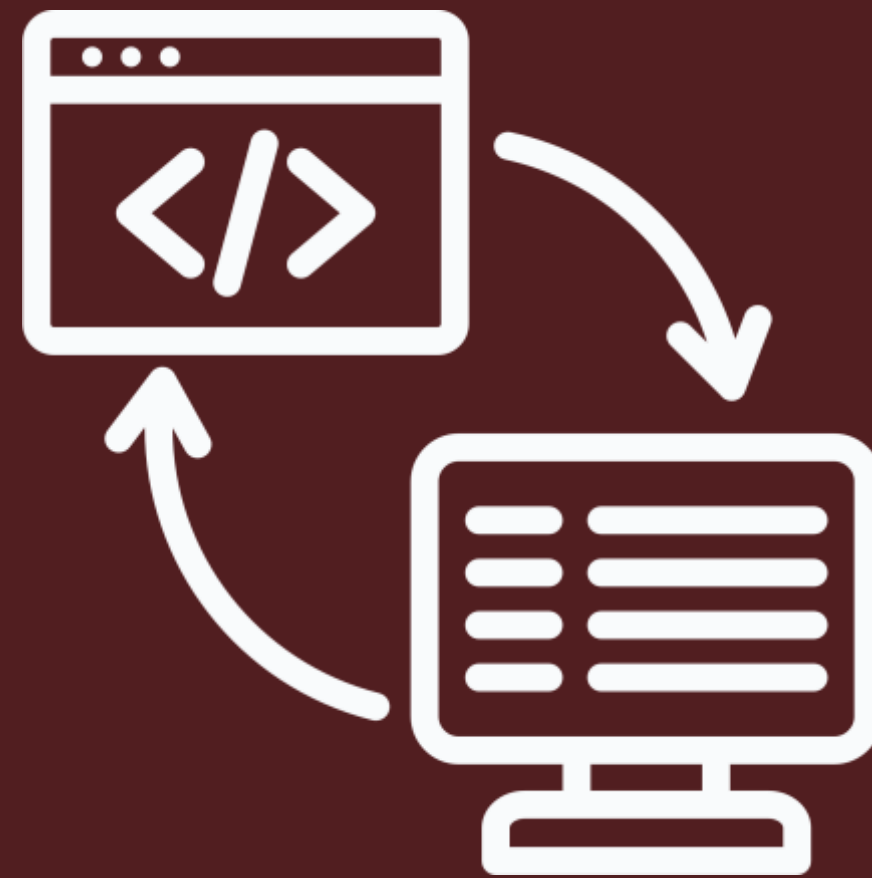
SMARSH ANNUAL CONTRACT



Smarsh offers BTX-IT a powerful archiving solution that enhances compliance and simplifies data management through a one-year contract. By capturing digital communications across email, mobile messages, and social media platforms like Facebook, Instagram, and Twitter, Smarsh ensures that BTX-IT can easily access and manage critical information.

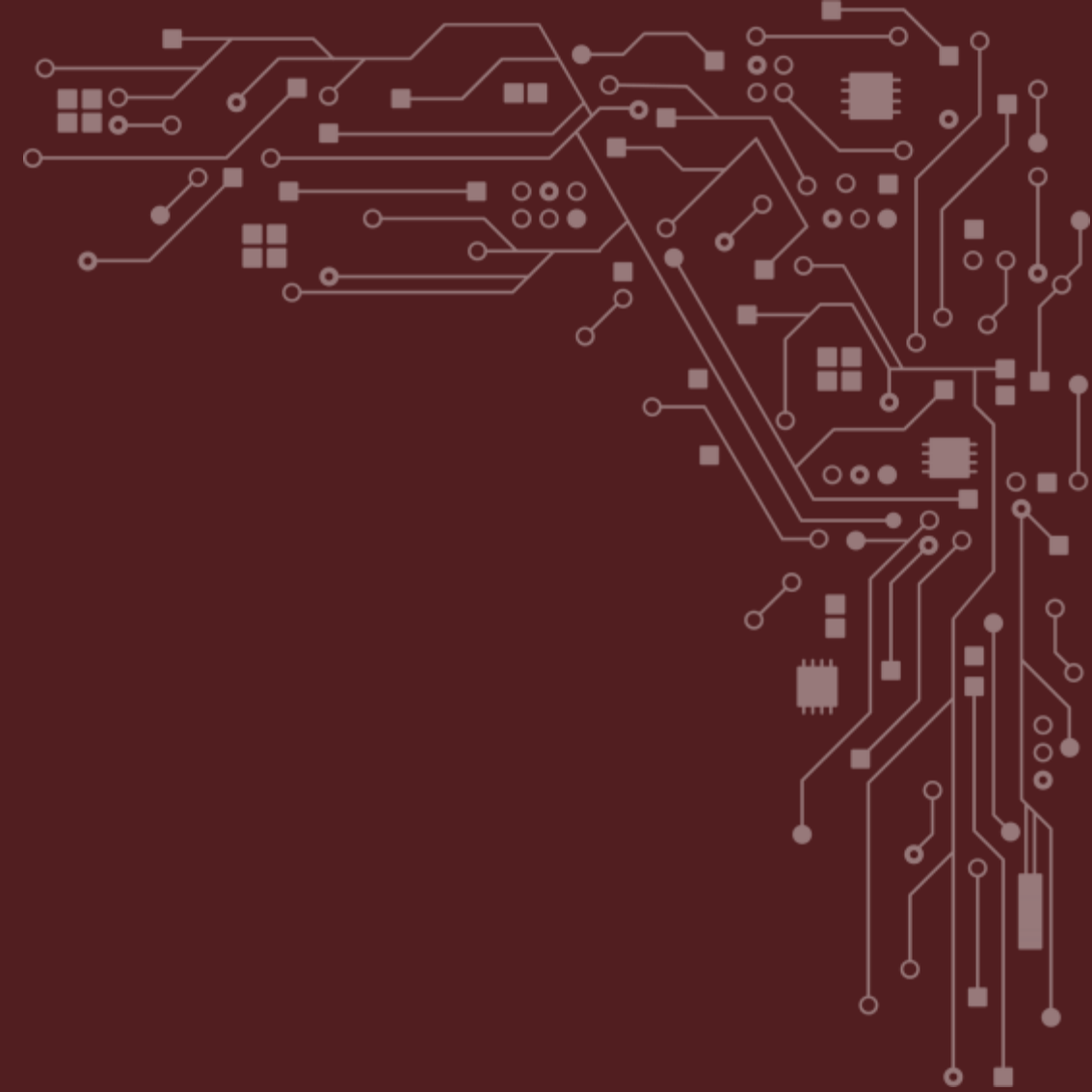
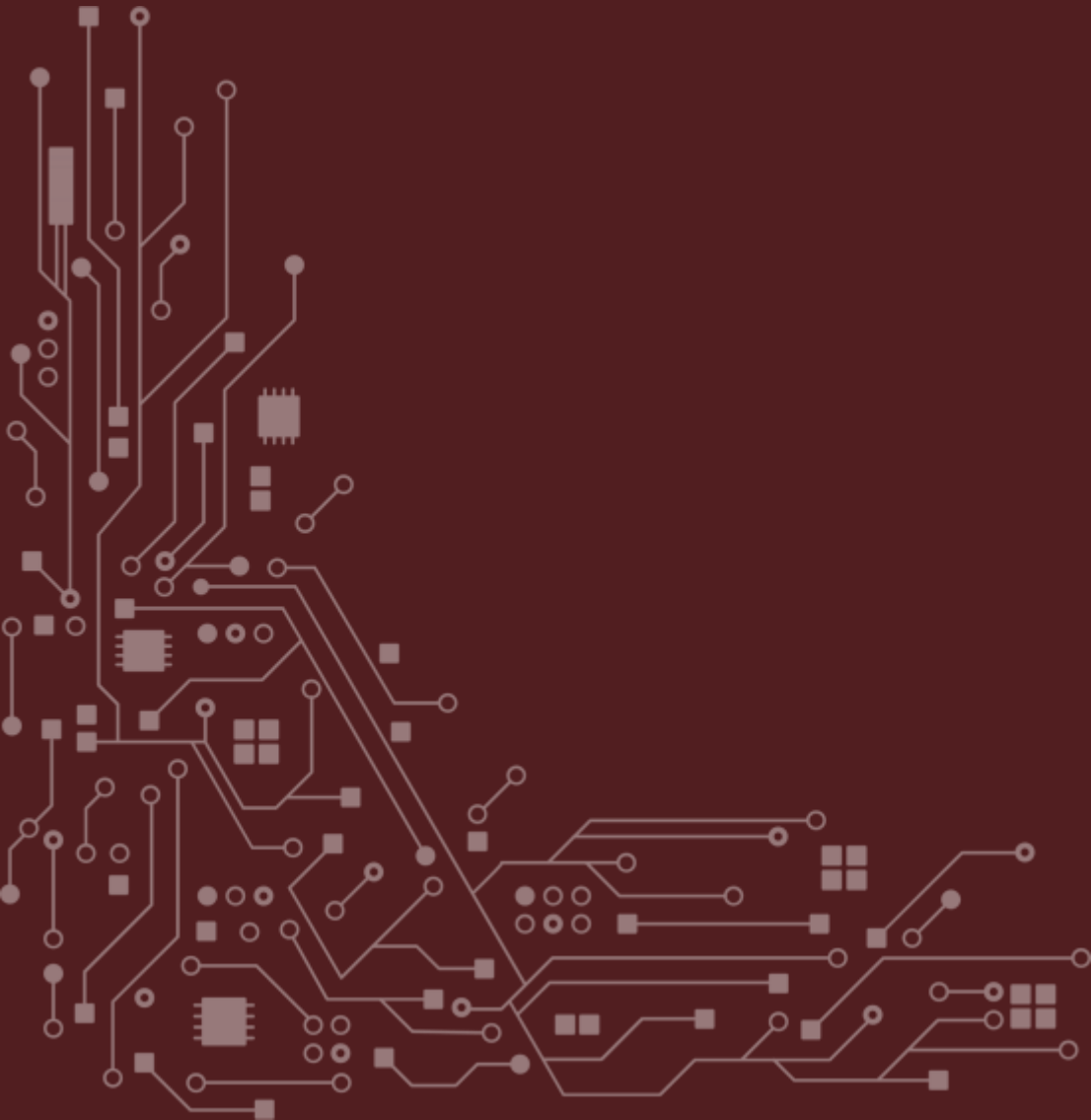
Annual software maintenance coverage:

- Extended software support for modules
- Software upgrades
- Software patches



Approval of a contract for the purchase of a software archiving platform from Smarsh for one year through a cooperative purchasing agreement with DIR (DIR-TSO-4317) in the amount of \$51,542.22.





COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SHI GOVERNMENT SOLUTIONS, INC. ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the DIR Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No. DIR-TSO-4317**, as amended, (the "Agreement") with an expiration date of 11/17/2025.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of FIFTY-ONE THOUSAND, FIVE HUNDRED FORTY-TWO AND 22/100 DOLLARS (\$51,542.22) ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 4TH day of NOVEMBER 2024 .

CITY OF BURLESON

VENDOR SHI GOVERNMENT SOLUTIONS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A



Pricing Proposal
Quotation #: 25401997
Created On: 10/9/2024
Valid Until: 11/15/2024

TX-City of Burleson

Inside Account Executive

Hugo Rodriguez

TX
United States
Phone: 682.312.2766
Fax:
Email: hrodriguez@burlesontx.com

Alex Jasko

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3061
Fax:
Email: alex_jasko@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Unified Smarsh Inc - Part#: PROD-000510 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$0.00	\$0.00
2 Platform - Professional Archive - Gov Smarsh Inc - Part#: PROD-000602 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$3,903.16	\$3,903.16
3 AT&T Mobile Message - Professional Archive Smarsh Inc - Part#: PROD-000417 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	128	\$80.58	\$10,314.24
4 Email - Professional Archive Capture Smarsh Inc - Part#: PROD-000424 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	715	\$48.21	\$34,470.15
5 Facebook - Professional Archive Capture Smarsh Inc - Part#: PROD-001147 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	15	\$48.51	\$727.65
6 Instagram - Professional Archive Capture Smarsh Inc - Part#: PROD-001153 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	2	\$48.51	\$97.02

7	Twitter - Professional Archive Capture Smarsh Inc - Part#: PROD-001149 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	2	\$620.00	\$1,240.00
8	Smarsh Support Smarsh Inc - Part#: PROD-000650 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$0.00	\$0.00
9	Professional Support - Basic Smarsh Inc - Part#: PROD-000403 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$0.00	\$0.00
10	Smarsh University Smarsh Inc - Part#: PROD-000647 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	1	\$0.00	\$0.00
11	Smarsh U - SMB - Web Access Smarsh Inc - Part#: PROD-000596 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 11/17/2024 – 11/17/2025	2	\$395.00	\$790.00

Subtotal	\$51,542.22
Shipping	\$0.00
Total	\$51,542.22

Additional Comments

Please Note: Smarsh purchases are subjected to auto renewals unless canceled within 60 days of the initial term end date and could be subjected to overages based on customer usage

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

This manufacturer has the potential for auto-renewal. You will receive an automated notification prior to the cancellation deadline informing you of the upcoming renewal date. If SHI doesn't receive written confirmation to cancel the renewal within the manufacturer's required time period prior to the renewal date, SHI will automatically be invoiced against the original PO. Once SHI has been invoiced, you will be invoiced against the original PO. If your company requires a new PO, please be sure to provide that prior to invoicing.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096**

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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.
 SHI Government Solutions, Inc.
 Austin, TX United States

Certificate Number:
 2024-1232149

Date Filed:
 10/29/2024

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, TX

Date Acknowledged:

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.
 SHI Quote# 25401997
 Smarsh Software

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Natley Ravipati, and my date of birth is .

My address is 3828 Pecana Trail, Austin, TX, 78749, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 29th day of October, 2024.
(month) (year)

Natley Ravipati

 Signature of authorized agent of contracting business entity
 (Declarant)

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: Hugo Rodriguez, Deputy Chief Technology Officer, IT

MEETING: October 21, 2024

SUBJECT:

Consider approval of an amendment to contract CSO#1889-10-2021 increasing the total contract amount by \$29,453.40 for the service and license renewal agreement with CivicPlus to include annual support, maintenance, and hosting fees for our city website. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)

SUMMARY:

The city council approved a contract with CivicPlus in October 2021 for a 5-year term to purchase services and licenses for our city's website. These services include annual support, maintenance, and hosting fees. Using CivicPlus provides benefits such as enhanced public engagement, streamlined operations for managing agendas and records, increased transparency for residents, and reliable technical support. This partnership aims to strengthen our digital services and improve the overall experience for the community.

The amendment is being made to increase the total amount of the contract by \$29,453.40, covering increased software costs and system modifications for the last two years of the contract.

RECOMMENDATION:

Approve the contract CivicPlus.

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

NA

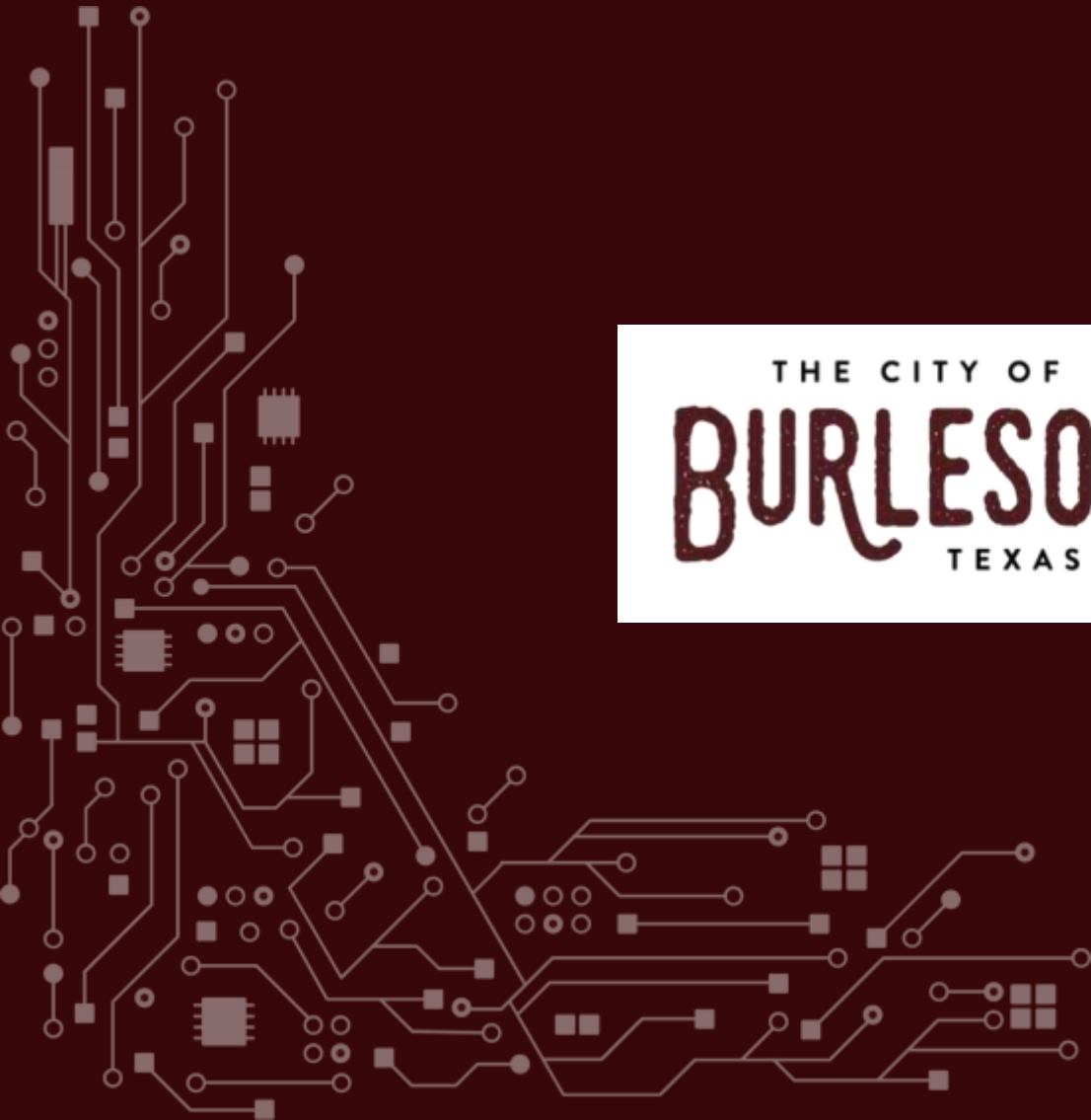
FISCAL IMPACT:

Software M&R: 6108001- 63506| \$29,453.40

STAFF CONTACT:

Name: Hugo Rodriguez
Title: Deputy Chief Technology Officer, IT
hrodriguez@burlesontx.com
682.312.2766

CIVICPLUS ANNUAL RENEWAL

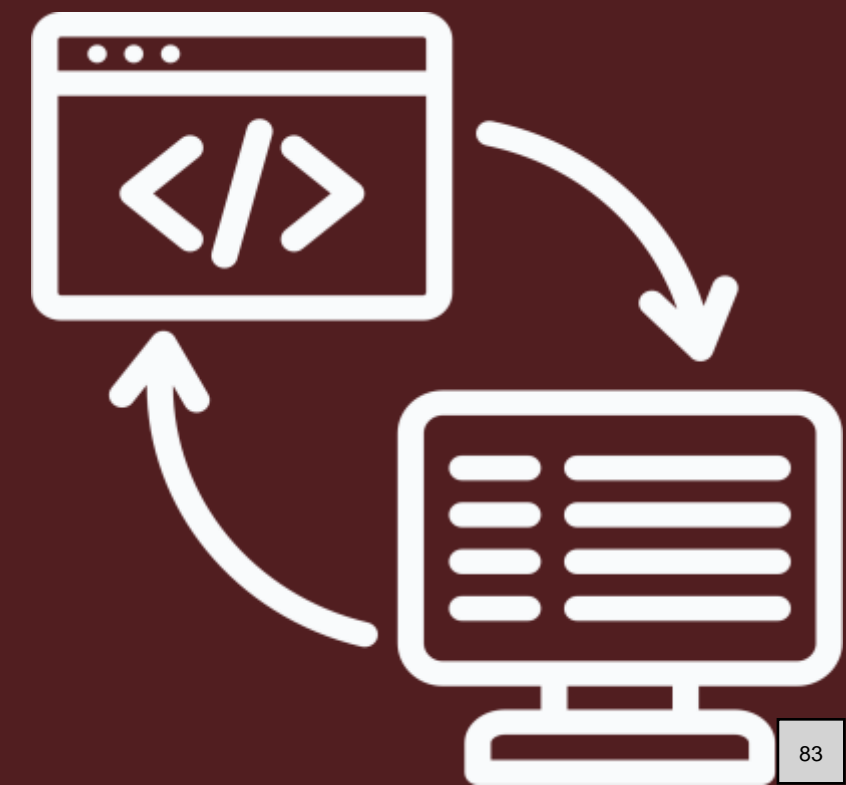


- City council approved a 5-year contract with CivicPlus in October 2021 for services, include annual support, maintenance, and hosting fees
- Benefits of using CivicPlus: enhanced public engagement, streamlined operations, increased transparency, and reliable technical support
- Partnership aims to strengthen digital services and improve the overall community experience

Action

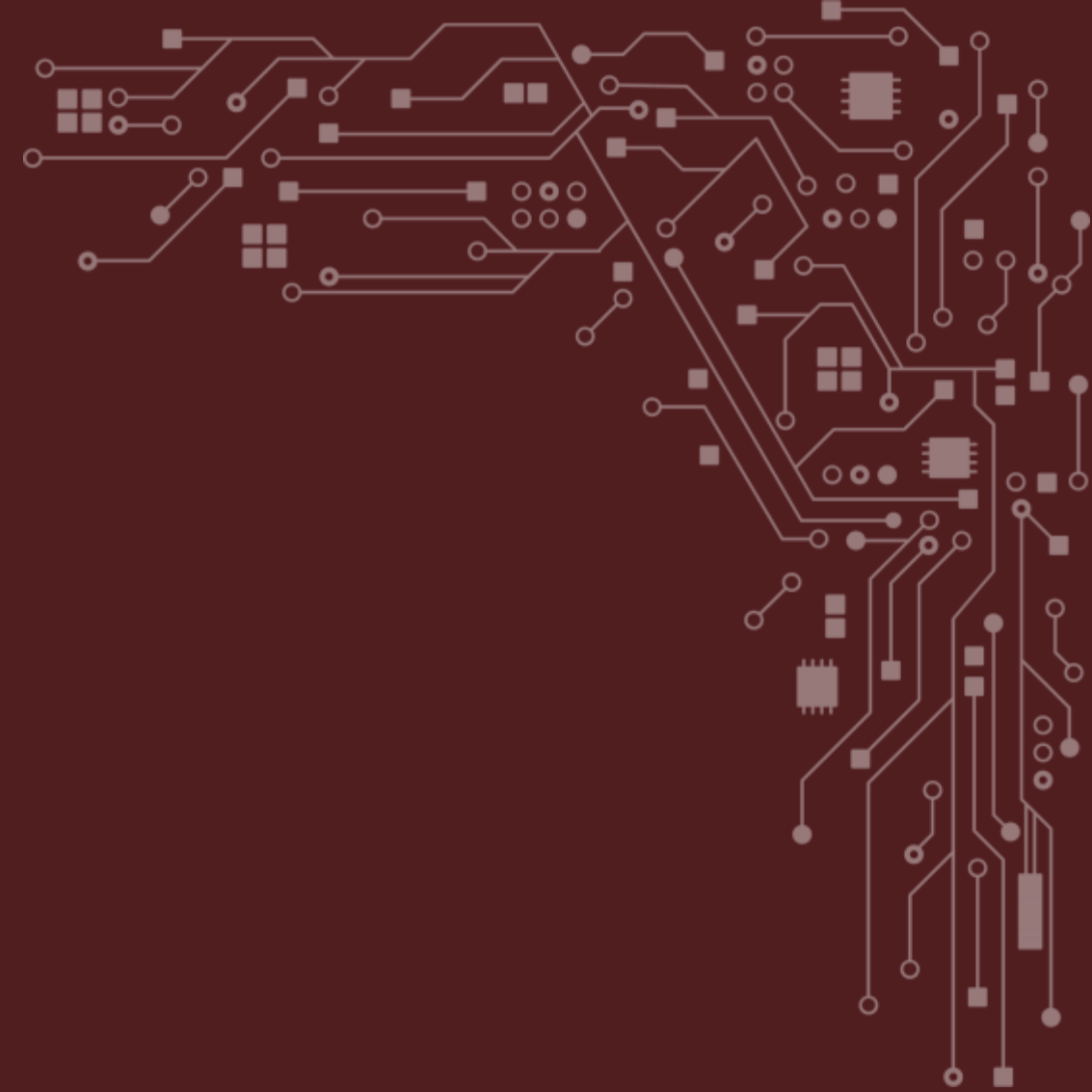
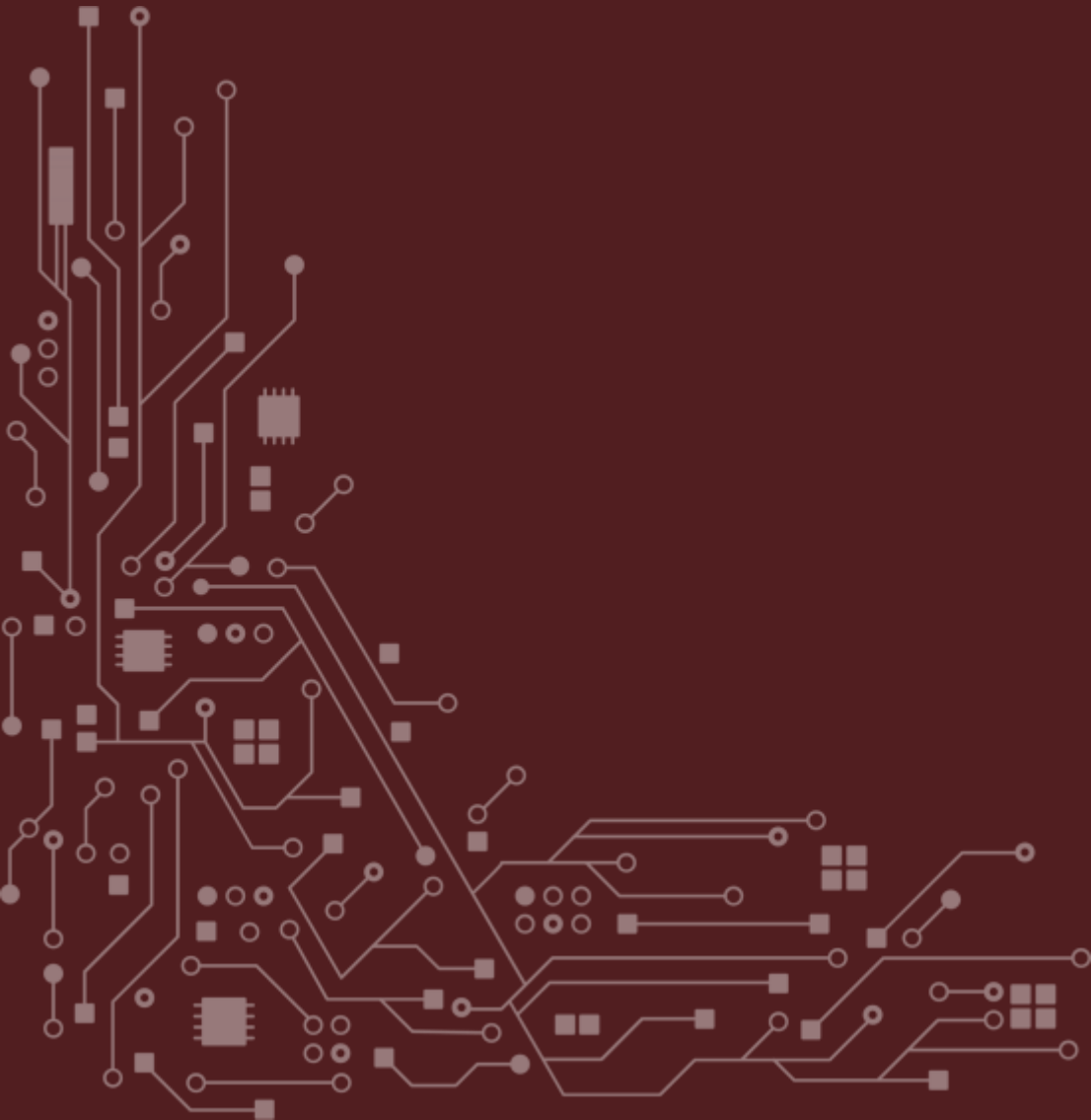
We are making an amendment to the contract to raise the total amount by \$29,453.40. This adjustment is necessary to accommodate the increased software costs for the final two years of the contract.

The increase will help us continue to receive annual software maintenance coverage for modules, upgrades, and patches.



Approval of an amendment to the CSO#1889-10-2021 contract to increase the total contract amount by \$ 29,453.40 for the service and license renewal agreement with CivicPlus to include annual support, maintenance, and hosting fees for our city website.







Services Renewal Agreement

Terms & Conditions

1. CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") will provide website support, software maintenance and hosting services for Burleson, TX ("Client") that includes all functionality as defined in this agreement ("Agreement").
2. The terms and conditions of this Services Renewal Agreement are intended to continue those relevant terms of the agreements for services signed between the Client and CivicPlus.

Billing & Payment Terms

3. Fees for CivicEngage Main Website annual services shall be invoiced on October 1 of each year, beginning October 1, 2021.
4. Fees for Client's CivicEngage Department Header Page shall be invoiced on October 1 of each year, beginning October 1, 2021. Client shall receive a credit applied to their account for the remainder of their balance paid in 2020.
5. Fees for CivicHR annual services shall be prorated and aligned from ~~June 29, 2021~~ to September 30, 2021 and shall be invoiced on ~~June 29, 2021~~. Thereafter, Client shall be invoiced the full annual amount on October 1 of each year, beginning October 1, 2021.
6. If the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
8. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request.
9. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus.

Agreement Renewal

10. This Agreement term shall extend the Client's services for an additional five-year period through September 30, 2026 (the "Initial Term").
11. By providing the other Party with written notice of such declination prior to September 1, either Party may decline the CivicHR annual service described in Section 5 of this Agreement beginning October 1. If a Party exercises the declination provided in this Section, CivicPlus shall not provide and Client shall not owe the CivicHR annual service described in Section 5 for the annual year beginning October 1 and any subsequent year thereafter. A declination of the CivicHR annual service as provided in this Section shall not act as a termination of the Annual Support, Maintenance & Hosting Agreement described in Section 12. A declination of the CivicHR annual service as provided in this Section shall not act as an early termination of this Agreement described in Section 14. If the declination provided in this Section is exercised by a Party, an automatic renewal of this Agreement described in Section 13 shall not include the CivicHR annual service described in Section 5 of this Agreement.
12. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
13. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
14. In the event of an early termination of this Agreement by the Client, Client shall owe CivicPlus the remainder of the annual service amount assessed in Sections 3, 4, and 5 for the annual service year, and Client shall make full payment of such amount to CivicPlus within 30 days of the termination. The termination payment described in this Section shall be limited to the remainder of the annual service amount assessed in Sections 3, 4, and 5 for the annual service year, and not the remainder of the term of the Agreement.
15. After the Initial term, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs may be applied during each renewal term.



Support

16. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
17. Support includes providing technical support of the CivicEngage software, application support (pages and modules), and technical maintenance of Client's website. Client may request, at any time, additional page design, graphic design, user training, site modification, and custom programming to be contracted separately for an additional fee.
18. During the period of this Agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the CivicEngage software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Intellectual Property, Ownership & Content Responsibility

19. Client owns the Customer Content, defined as website graphic designs, webpage or software content, module content, importable/exportable data, and archived information. Client will not own the CivicEngage software or its associated applications and modules.
20. Client assumes full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
21. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the CivicEngage software in any way; (ii) modify or make derivative works based upon the CivicEngage software; (iii) create Internet "links" to the CivicEngage software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the CivicEngage software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the CivicEngage software, or (c) copy any ideas, features, functions or graphics of the CivicEngage software.
22. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CivicEngage software are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

23. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client *[Signature]*

Date 10/04/2021

[Signature]

CivicPlus

9/28/2021
Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Annual Support, Maintenance and Hosting Fee

<p>2021 CivicHR Annual Support, Maintenance and Hosting Fee Effective June 29, 2021 through September 30, 2021</p> <p>CivicHR</p> <ul style="list-style-type: none"> • Applicant Tracking 	<p>\$1,743.01</p>
<p>2021 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2021 through September 30, 2022</p> <p>CivicEngage Main Site (\$19,269.75)</p> <ul style="list-style-type: none"> • Recurring Redesign <p>CivicEngage Department Header (\$802.63)</p> <p>CivicHR (\$7,274.40)</p> <ul style="list-style-type: none"> • Applicant Tracking 	<p>\$21,582.12</p>
<p>2022 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2022 through September 30, 2023</p> <p>CivicEngage Main Site (\$19,269.75)</p> <ul style="list-style-type: none"> • Recurring Redesign <p>CivicEngage Department Header (\$802.63)</p> <p>CivicHR (\$7,274.40)</p> <ul style="list-style-type: none"> • Applicant Tracking 	<p>\$21,582.12</p>
<p>2023 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2023 through September 30, 2024</p> <p>CivicEngage Main Site (\$19,269.75)</p> <ul style="list-style-type: none"> • Recurring Redesign <p>CivicEngage Department Header (\$802.63)</p> <p>CivicHR (\$7,274.40)</p> <ul style="list-style-type: none"> • Applicant Tracking 	<p>\$21,582.12</p>
<p>2024 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2024 through September 30, 2025</p> <p>CivicEngage Main Site (\$19,269.75)</p> <ul style="list-style-type: none"> • Recurring Redesign <p>CivicEngage Department Header (\$802.63)</p> <p>CivicHR (\$7,274.40)</p> <ul style="list-style-type: none"> • Applicant Tracking 	<p>\$21,582.12</p>



2025 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2025 through September 30, 2026	
CivicEngage Main Site (\$19,269.75) <ul style="list-style-type: none"> Recurring Redesign CivicEngage Department Header (\$802.63)	\$21,582.12
CivicHR (\$7,274.40) <ul style="list-style-type: none"> Applicant Tracking 	

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 4-hour Response During Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins	Install Service Patches for OS Fixes Improvements Integration Testing Development Usage License Upgrades	DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware Shared Web/SQL Server

Attachment "A"

This exhibit shall be attached to the agreement or contract dated October 4, 2021 between Civic Plus and the City of Burleson, Texas (the "Client") (the "Agreement"), and is fully made a part of said Agreement. In the event of a conflict between any provision in this exhibit and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this exhibit shall govern. The provisions of this Exhibit shall survive any termination, closing, or completion of the Agreement.

1. 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.

2. 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.

3. 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.

4. Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF CITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY. THE TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

5. Indemnity. The City shall not and does not indemnify Vendor or any other third party under the Agreement.

6. 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.

City of Burleson, Texas (City):

Civic Plus (Vendor):

By: 

By: 

Printed: ~~Bryan Langley~~ TOMMY LUBWIG

Printed: Amy Vikander

Title: City Manager
Deputy

Title: Vice President of Client Services

Date: October 4, 2021

Date: 9/28/2021



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-76562-1
5/28/2024 2:06 PM
BURLESON, TEXAS

QTY	Product Name	DESCRIPTION
1.00	Annual Fee Renewal (Hosting & Support)	Website Redesign Annual Fee for Hosting and Support
1.00	Ultimate Department Header Annual Fee - CivicEngage Renewal	Ultimate Department Header Annual Fee: Police
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual
1.00	CivicPlus Chatbot Subscription Renewal	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.
1.00	Annual Fee Renewal (Hosting & Support)	Website Annual Fee Renewal for Website Hosting & Support
2.00	Additional Notify Me SMS Subscribers (500) - CivicEngage Central Renewal	Additional Notify Me SMS Subscribers (500)
Annual Recurring Services - Initial Term		USD 28,909.21
Annual Recurring Services - (Subject to Uplift)		USD 28,909.21

1. This renewal Statement of Work ("SOW") is between City of Burleson ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 10/1/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

7/9/2024

City Council Regular Meeting

DEPARTMENT: Human Resources
FROM: Cheryl Marthiljohni, of Human Resources
MEETING: November 4, 2024

SUBJECT:

Consider approval of a minute order authorizing \$118,241.16 in additional funding with United Healthcare (UHC) (CSO #5321-12-2023) for third party administration of medical, dental, and vision plans for 2025. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

SUMMARY:

As a part of the City's competitive benefits package, the city offers full-time employees medical, dental and vision insurance plans.

UHC is the city's third-party administrator for the self-insured medical and dental plans. UHC is also the carrier for the fully insured vision plan.

The City's medical and dental plans are self-funded, which means the city pays claims directly. UHC manages the city's self-funded group medical and dental plans, processing all claims according to the plan descriptions, handles claim appeals using medical subject matter experts, coordinates with relevant parties for stop loss coverage, administers and manages provider network contracts, provides pharmacy benefit management services, performs utilization review services, prepares the detailed plan documents and summary plan descriptions, provides administrative forms and ID cards, and monitors compliance requirements for self-funded plans. The city pays the third-party administration with a fixed fee per employee/retiree per month (PEPM) enrolled in the plan. The 2025 total annual cost for medical and dental is \$69,181.80.

The vision plan is a fully insured plan, which means the employee pays the premium to the insurance company, and the insurance company assumes liability for the claims. The vision plan is fully insured so there is no fiscal impact to the city for the vision plan. However, as a part of the renewal, an estimate cost is factored into the agreement for \$49,059.36, which are premiums for employees that select the fully insured vision plan. These premiums are paid back to the city through payroll deduction each pay period resulting in no fiscal impact to the city.

This renewal option with UHC, was originally approved when the city issued an RFP in 2021 for insurance benefits beginning plan year 2022 with an option to renew for up to 5 years. Plan year 2025 will be the fourth year as part of the renewal option. In addition, the 2025 renewal includes the UHC Naviguard program to negotiate out-of-network claims reducing the city's claim costs and the employee's out of pocket cost. This service is \$4.75 per employee/retiree per month for a total of \$22,230. Naviguard has a potential savings to the self-funded plan of \$52,500 in negotiated out-of-network claim costs.

This UHC renewal also provided an additional \$10,000 to the employee wellness allowances/credits, totaling \$45,000 vs. \$35,000. These dollars help offset costs in the health fund that support wellness initiatives for employees, such as the health expo, related employee events, wellness reimbursement program for qualifying wellness activities, and the new First Responder Health Benefit. UHC also provides \$15,000 allowances/credits for communication. The communication incentive is used to create annual benefit guidebooks and videos, offered in English and Spanish.

RECOMMENDATION:

Staff recommends approving the renewal contract with United Healthcare (UHC) to be the third-party administrator for the city’s self-insured medical and dental plans and the carrier for the fully insured vision plan in the amount of \$118,241.16 as awarded from RFP 2021-017 for plan year 2025.

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

- Reviewed Health Fund Financials with Finance Committee on May 8, 2024
- Reviewed Proposed FY25, Compensation, Handbook, and Benefits with Council on July 22, 2024, during the Regular Council Meeting
- Reviewed FY25 Health Fund and Benefit plan changes for 2025 on September 9, 2024, during the Regular Council Meeting
- Reviewed proposed changes for 2025 Benefit plans on October 7, 2024, during the Regular Council Meeting.

REFERENCE:

Not Applicable

FISCAL IMPACT:

The medical and dental third-party administration fees have an estimated fiscal impact to the city of \$69,181.80 for plan year 2025. Vision insurance has no fiscal impact to the city since this benefit is an employee paid benefit; however, the renewal estimate is \$49,059.36

City Paid Third-Party Administration Fees

Coverage Type	PEPM	AVG/EST Enrolled	Annual Cost
Medical	\$10.26	390	\$48,016.80
Dental	\$4.15	425	\$21,165.00
Vision	*	341	\$49,059.36
TOTAL			\$118,241.16
*Voluntary benefit vision rates \$7.56 individual /\$16.24 family			

STAFF CONTACT:

Cheryl Marthiljohni
Director of Human Resources
cmarthiljohni@burlesontx.com
817-426-9641



October 17, 2024

City of Burleson
141 W Renfro Street
Burleson, TX 76028

RE: **January 1, 2025** Financial Renewal under the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. (“**United**”) and City of Burleson

This letter is confirmation of your Financial Renewal per the attached exhibit(s).

Nothing shown in this Financial Renewal Letter alters, varies, or affects any of the terms, provisions, or conditions of the Agreement other than as stated herein.

Please feel free to contact your Sales Executive (indicated below) with any questions regarding the attachment(s).

Please file this letter and its attachment(s) with your ASA.

Thank you,

A handwritten signature in blue ink that reads "Charlene Mancini".

Charlene Mancini
Regional Contract Manager

CC: Jessica Kimbrell, Sales Executive;

Attachment(s): Exhibit B, Exhibit C

Renewal 3Q 2024
Agreement No.

Exhibit B – Fees

These are the Fees Customer agrees to pay to United in exchange for the Services.

Medical Fees

The following financial terms are effective for the period January 1, 2025 through December 31, 2025, unless otherwise specified.

Final Claims Fiduciary: United

Customer acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United. Customer agrees that United is not responsible or liable in any way for such performance or financial return guarantees. Certain UHC Hub products are subject to state sales Tax. United will invoice and Customer agrees to pay United for any required Taxes. A third-party vendor’s participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

ASO MEDICAL FEES

Fees assume an Average Contract Size of 2.19

ASO Fees (PEPM)	Current	Year 1
Plan Year	01/01/2024 through 12/31/2024	1/1/2025 through 12/31/2025
EPO	\$47.56	\$48.51
Rx Rebate Credit	-\$43.00	-\$43.00
Credits		
Audit Credit	\$25,000	N/A
Communication Credit	\$15,000	\$15,000
Wellness Credit	\$35,000	\$45,000

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current	Year 1
	1/1/2024 through 12/31/2024	1/1/2025 through 12/31/2025
Disease Management Programs:		
Congestive Heart Failure (VOM)	-	-
Chronic Obstructive Pulmonary Disease (VOM)	Included in Personal Health Support	Included in Personal Health Support
Coronary Artery Disease (VOM)		
Diabetes Program (VOM)		
Asthma Program (VOM)		
Medical Management Programs		
Core Medical Necessity	Included	Included
Physical Health Solutions:		

Chiropractic Network	Included	Included
Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included
Other Programs/Services:		
Behavioral Health Solutions	Included	Included
Claim Fiduciary	Included	Included
Third Party Stop Loss Reporting	Included	Included

The following are not included in the above ASO Fees:

Additional Services	Fee
Naviguard	\$4.75 PEPM
Transplant Resource Services Transplant Cost Negotiation Program	\$8,333 per negotiation
Payment Integrity (Fees collected through Bank Account):	
Enhanced Abuse and Fraud Management Program	22% of recoveries
Advanced Analytics and Recovery Services (AARS)	24% of recoveries
Credit Balance Recovery Program	not to exceed 10% of recoveries
Hospital Bill Audit Program	not to exceed 22% of savings
Subrogation Services	33.3% of recoveries
Injury Coordination Coverage	33.3% of recoveries
Focused Claim Review	22% of savings

**Naviguard will increase annually by \$1.00 PEPM.*

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- UnitedHealthcare Pharmacy. If the pharmacy is carved out to another vendor, the ASO fees and Credits are subject to change.
- eServices Reporting - (interactive fully Web-based reporting)
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at \$500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquires end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Employer Internet Solution – www.employereservices.com
- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging
- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required to enable us to administer claim payments.

Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- UnitedHealthcare reserves the right to revise this quotation under the following circumstances:
 - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 390
 - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 2.19.
 - The benefits or service requirements requested and/or quoted change prior to or after the effective date.
 - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
 - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
 - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
 - As otherwise permitted in our Administrative Services Agreement
- Our quotation excludes the processing of runout claims upon the termination of our contract.
- If pharmacy benefits are carved out the ASO fees quoted above may be revised.
- Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.
- We reserve the right to adjust our rebate guarantee if changes made to our prescription drug list (PDL) for the purpose of achieving lower net drug cost for CITY OF BURLESON and our other ASO customers result in significant reductions to the rebate level.
- Quoted fees include UHC retention of all medical benefit Rx rebates
- Commissions are excluded.
- This quotation assumes UnitedHealthcare will retain claim fiduciary responsibility
- United will provide a Communication Credit, Wellness Credit, Audit Credit to help CITY OF BURLESON mitigate costs associated with communication to Participants, additional wellness services from United, Audit

These credits are available as follows:

- The parties must have an executed Agreement.
- The first month of service fees under the Agreement has been received by United.
- CITY OF BURLESON's enrollment with United must always exceed 339 Employees.
- Credits must be used between 01/01/2025 and 01/01/2026. Any Credits not used during this time period are forfeit.
- Upon request from CITY OF BURLESON, a credit will be issued in United's fee billing system.
- Upon presentation of receipts for costs, a credit will be issued in United's fee billing system in the amount of the receipted expenses, total amount not to exceed the full credit.

- If CITY OF BURLESON terminates the Agreement prior to 12/31/2025, CITY OF BURLESON will repay United a prorated portion of the credit paid in the year of termination based on the termination date. Credits in prior years are not subject to repayment. All unpaid credits are forfeit.
- If enrollment with United falls below the enrollment threshold, CITY OF BURLESON will repay United an amount proportional to the enrollment reduction based on the amount of the credit paid at the time enrollment falls below the threshold.
- The amount of the credit not yet paid is reduced proportional to the enrollment reduction.
- If during the course of the first year unforeseen or additional expense items arise related to the CITY OF BURLESON implementation, UHC reserves the right to use a portion of this credit to offset such expenses.

Service Description
<p>Advanced Analytics and Recovery</p> <ul style="list-style-type: none"> • United’s large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.
<p>Coordination of Benefits (“COB”)</p> <ul style="list-style-type: none"> • Verify primary/secondary payer accuracy. • Identify claims to be investigated using a layered approach to identify other primary payers: <ol style="list-style-type: none"> 1. Eligibility match to other commercial payers. 2. Eligibility match to Medicare. • Correct pre-adjudicated claims prior to claim payment. • Update claims systems with other primary/secondary payers’ information. • COB indicators set to edit subsequent claims with primary/secondary payers’ information.
<p>Credit Balance Recovery</p> <ul style="list-style-type: none"> • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.
<p>Focused Claim Review</p> <ul style="list-style-type: none"> • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. • Pre-adjudicated claims or post-adjudicated claims.
<p>Fraud, Waste, and Abuse Management</p> <ul style="list-style-type: none"> • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Evaluate claims to identify inappropriate levels of care, coding, and/or resource utilization. • Management can include pre-adjudicated claims or post-adjudicated claims.
<p>Hospital Bill and Premium Audit</p> <ul style="list-style-type: none"> • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.
<p>Third-Party Liability – Subrogation and Injury Coverage Coordination</p> <ul style="list-style-type: none"> • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval.
<p>Litigation and Arbitration Fees for Recoveries</p> <ul style="list-style-type: none"> • Litigation or arbitration to recover Overpayments and other Plan recovery opportunities. • Outside attorneys’ fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudicated claims.
<p>Naviguard Program</p> <ul style="list-style-type: none"> • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies.

- For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim).
- If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).
- Fees are based on the Savings Obtained, which is the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.

The interest rate on unpaid Fees and underfunding the Bank Account is the Prime rate plus 4%.

For clinical support, if applicable, Customer will pay a Fee for United's services, equal to 2.5% of chiropractic allowed expenses, whether in or out of network.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to \$10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Dental Fees

The following financial terms are effective for the period January 1, 2025 through December 31, 2025, unless otherwise specified.

Contract Basis: ASO

\$4.15 per Employee per month.

Dental Assumptions

Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

Run-In Claims are not Paid.

Fees include 12 months of run out claims. Additional months are available at an additional cost.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximums are combined.

* Please contact your sales representative to confirm specific plan Restorations (Amalgams or Composite) coverage.

Quote is based on total group Average Contract Size (ACS) of 2.13 Quote

is based on total group of 425 Employees and 874 Members.

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

This quote assumes UnitedHealthcare will retain claim fiduciary responsibility.

Digital ID cards will be available on-line, upon initial enrollment, for employees enrolled in PPO, INO and Indemnity plans. Plastic ID cards will be issued, upon initial enrollment, for employees enrolled in Direct Compensation, Select Managed Care and DHMO plans.

Exhibit E – Guarantees

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer’s Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2025 through December 31, 2025 (“Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these Fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

In the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

PharmacyA12:E44 Financials		
Definition	Contracted pharmacy rates that will be delivered to You.	
Measurement and Criteria	01/01/2025	
	Combined Discount Guarantee - Standard Select/CVS Network	
-	Retail Brand, Average Wholesale Price (AWP) less	20.00%
	Retail Brand -- 90 Day Supply, AWP less	24.00%
	Retail Generic - 30 and 90 Day Supply, AWP less	83.00%
	Mail Order Brand, AWP less	26.70%
	Mail Order Generic, AWP less	85.00%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.	
	Dispensing Fees - Standard Select/CVS Network	
-	Retail Brand - 30 Day	\$0.50
	Retail Brand -- 90 Day Supply	\$0.25
	Retail Generic - 30 Day	\$0.50
	Retail Generic -- 90 Day Supply	\$0.25
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.	
	Fixed Rebate Guarantee (Traditional PDL)	
-	Basis, per script	Brand
-	Retail - 30 and 90 Day	\$461.68
-	Mail Order	\$897.83
-	Specialty	Included In Retail
-	Credits and Allowances	

-	Administrative Fee Credit (PEPM)	\$43.00
Level	Customer Specific	
Period	Annually	
Payment Period	Annually	
Payment Amount Discounts	-- The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.	
Payment Amount Dispensing Fees	-- The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.	
Payment Amount Rebates	-- The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.	
Conditions	<p>Discount & Dispense Fee Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. • The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims. • The Arrangement includes veterans' affairs facility claims. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL • Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation. • Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims), claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims subject to 340B pricing, long term care or federal government pharmacies, claims for non-FDA approved products, compound drugs, consumer card or discount card program claims and direct member reimbursement claims. 	

• Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the introduction of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

- if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.

- Specialty rebates are included in the guaranteed retail per-script rebates above.

- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.

- If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

- Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.

- Vaccines are excluded from the claim counts.

Credits and Allowances

- Administrative Fee Credit: In addition to the guaranteed Rebates, Customer will receive an administrative fee credit. Under this arrangement, Rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2025 through 12/31/2025 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.

- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

- Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.

- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

- Pricing and guarantees assume enrollment of 353 Employees and 779 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

- The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.

- All pricing guarantees require the selection of United as the exclusive mail provider.

	<p>United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.</p> <ul style="list-style-type: none"> • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement. <p>Brand / Generic Reconciliation Definition</p> <ul style="list-style-type: none"> • Brand Drug: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee, set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria: <ul style="list-style-type: none"> - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N. • Generic Drug: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria: <ul style="list-style-type: none"> - Medi-Span Multi-Source Code ("MSC") is equal to Y.
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TRRX (12/2022)

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded.

- Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order).
- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
- United reserves the right to revise or revoke this guarantee if:
 - a) material changes in federal, state or other applicable law or regulation require modifications;
 - b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee;
 - c) Customer makes benefit changes that impact the guarantee;
 - d) there is a material industry change in pricing methodologies resulting in a new source or benchmark;
- On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	No	14.50%	INFLAMMATORY CONDITIONS	HUMIRA	No	16.10%
ANEMIA	EPOGEN	No	13.30%	INFLAMMATORY CONDITIONS	ILUMYA	No	14.10%
ANEMIA	PROCRT	No	13.60%	INFLAMMATORY CONDITIONS	KEVZARA	No	9.90%
ANEMIA	RETACRIT	No	14.10%	INFLAMMATORY CONDITIONS	KINERET	Yes	13.50%
ANTICONVULSANT	DIACOMIT	Yes	12.50%	INFLAMMATORY CONDITIONS	OLUMIANT	Yes	12.50%
ANTICONVULSANT	EPIDIOLEX	Yes	12.50%	INFLAMMATORY CONDITIONS	OPZELURA	No	10.90%
ANTICONVULSANT	FINTEPLA	Yes	10.40%	INFLAMMATORY CONDITIONS	ORENCIA	No	14.20%
ANTHYPERLIPIDEMIC	JUXTAPID	Yes	13.20%	INFLAMMATORY CONDITIONS	OTEZLA	No	14.00%
ANTI-INFECTIVE	ARIKAYCE	Yes	13.00%	INFLAMMATORY CONDITIONS	RIDAURA	No	14.10%
ANTI-INFECTIVE	DARAPRIM	Yes	12.50%	INFLAMMATORY CONDITIONS	RINVOQ	No	14.10%
ANTI-INFECTIVE	PYRIMETHAMINE	Yes	12.50%	INFLAMMATORY CONDITIONS	SILIQ	Yes	11.40%
ANTIVIRAL	LIVTENCITY	Yes	13.00%	INFLAMMATORY CONDITIONS	SIMPONI	No	14.10%
ASTHMA	FASENRA	Yes	12.50%	INFLAMMATORY CONDITIONS	SKYRIZI	No	18.10%
ASTHMA	NUCALA	Yes	12.50%	INFLAMMATORY CONDITIONS	STELARA	No	16.10%
ASTHMA	XOLAIR	Yes	12.50%	INFLAMMATORY CONDITIONS	TALTZ	No	11.40%
CARDIOVASCULAR	DROXIDOPA	Yes	33.00%	INFLAMMATORY CONDITIONS	TREMFYA	No	14.10%
CARDIOVASCULAR	NORTHERA	Yes	14.00%	INFLAMMATORY CONDITIONS	XELJANZ	No	14.10%
CARDIOVASCULAR	VYNDAMAX	Yes	15.20%	INFLAMMATORY CONDITIONS	XELJANZ XR	No	14.10%
CARDIOVASCULAR	VYNDAQEL	Yes	12.50%	IRON OVERLOAD	DEFERASIROX	Yes	66.40%
CNS AGENTS	AUSTEDO	No	13.50%	IRON OVERLOAD	EXJADE	Yes	12.10%
CNS AGENTS	ENSPRYNG	Yes	11.90%	IRON OVERLOAD	FERRIPROX	Yes	12.50%
CNS AGENTS	EXSERVAN	Yes	13.50%	IRON OVERLOAD	JADENU	No	13.50%
CNS AGENTS	FIRDAPSE	Yes	10.40%	LIVER DISEASE	OCALIVA	Yes	15.00%

CNS AGENTS	HETLIOZ	Yes	14.00%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Yes	13.50%
CNS AGENTS	INGREZZA	Yes	13.00%	MOOD DISORDER DRUGS	SPRAVATO	No	13.50%
CNS AGENTS	RILUTEK	No	13.50%	MULTIPLE SCLEROSIS	AMPYRA	Yes	11.70%
CNS AGENTS	RILUZOLE	No	92.60%	MULTIPLE SCLEROSIS	AUBAGIO	Yes	12.50%
CNS AGENTS	RUZURGI	No	11.40%	MULTIPLE SCLEROSIS	AVONEX	No	14.00%
CNS AGENTS	SABRIL	Yes	16.10%	MULTIPLE SCLEROSIS	BAFIERTAM	Yes	14.00%
CNS AGENTS	TETRABENAZINE	No	48.50%	MULTIPLE SCLEROSIS	BETASERON	No	14.10%
CNS AGENTS	TIGLUTIK	Yes	10.40%	MULTIPLE SCLEROSIS	COPAXONE	No	14.70%
CNS AGENTS	VIGABATRIN	No	17.60%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Yes	92.80%
CNS AGENTS	VIGADRONE	Yes	16.60%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Yes	79.40%
CNS AGENTS	XENAZINE	Yes	15.50%	MULTIPLE SCLEROSIS	EXTAVIA	No	14.10%
CNS AGENTS	XYREM	Yes	6.30%	MULTIPLE SCLEROSIS	GILENYA	No	14.00%
CNS AGENTS	XYWAV	Yes	7.30%	MULTIPLE SCLEROSIS	GLATIRAMER	No	79.40%
CYSTIC FIBROSIS	BETHKIS	No	11.40%	MULTIPLE SCLEROSIS	GLATOPA	No	79.40%
CYSTIC FIBROSIS	CAYSTON	Yes	14.50%	MULTIPLE SCLEROSIS	KESIMPTA	No	14.00%
CYSTIC FIBROSIS	KALYDECO	Yes	13.50%	MULTIPLE SCLEROSIS	MAVENCLAD	Yes	14.00%
CYSTIC FIBROSIS	KITABIS PAK	No	12.50%	MULTIPLE SCLEROSIS	MAYZENT	Yes	14.00%
CYSTIC FIBROSIS	ORKAMBI	Yes	13.50%	MULTIPLE SCLEROSIS	PLEGRIDY	Yes	13.50%
CYSTIC FIBROSIS	PULMOZYME	Yes	15.00%	MULTIPLE SCLEROSIS	PONVORY	Yes	10.90%
CYSTIC FIBROSIS	SYMDEKO	Yes	13.50%	MULTIPLE SCLEROSIS	REBIF	No	14.00%
CYSTIC FIBROSIS	TOBI	No	13.80%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	No	14.00%
CYSTIC FIBROSIS	TOBI PODHALER	No	13.80%	MULTIPLE SCLEROSIS	TECFIDERA	Yes	14.00%
CYSTIC FIBROSIS	TOBRAMYCIN	No	69.10%	MULTIPLE SCLEROSIS	VUMERITY	Yes	12.50%
CYSTIC FIBROSIS	TRIKAFTA	Yes	13.50%	MULTIPLE SCLEROSIS	ZEPOSIA	Yes	12.50%
ENDOCRINE	BUPHENYL	No	14.80%	MUSCULOSKELETAL AGENTS	EVRYSDI	Yes	7.30%
ENDOCRINE	BYNFEZIA	No	8.30%	MUSCULOSKELETAL AGENTS	VOXZOGO	Yes	11.40%
ENDOCRINE	CARBAGLU	Yes	7.30%	NARCOLEPSY	WAKIX	Yes	13.50%
ENDOCRINE	CHENODAL	Yes	9.40%	NEUTROPENIA	FULPHILA	No	13.80%
ENDOCRINE	CLOVIQUE	No	33.00%	NEUTROPENIA	GRANIX	No	13.80%
ENDOCRINE	CORTROPHIN	Yes	10.40%	NEUTROPENIA	LEUKINE	No	13.80%
ENDOCRINE	CUPRIMINE	No	14.10%	NEUTROPENIA	NEULASTA	No	13.80%
ENDOCRINE	CYSTADANE	Yes	10.40%	NEUTROPENIA	NEUPOGEN	No	13.80%
ENDOCRINE	CYSTADROPS	Yes	10.40%	NEUTROPENIA	NIVESTYM	No	13.80%
ENDOCRINE	CYSTARAN	Yes	13.00%	NEUTROPENIA	NYVEPRIA	No	11.40%
ENDOCRINE	DEPEN TITRATABS	No	14.00%	NEUTROPENIA	UDENYCA	No	13.80%

ENDOCRINE	D-PENAMINE	No	13.00%	NEUTROPENIA	ZARXIO	No	13.80%
ENDOCRINE	EGRIFTA	Yes	13.50%	NEUTROPENIA	ZIEXTENZO	No	13.50%
ENDOCRINE	FIRMAGON	No	13.50%	ONCOLOGY - INJECTABLE	ELIGARD	No	12.60%
ENDOCRINE	GATTEX	Yes	14.80%	ONCOLOGY - INJECTABLE	INTRON A	Yes	13.50%
ENDOCRINE	H.P. ACTHAR	Yes	13.50%	ONCOLOGY - INJECTABLE	LEUPROLIDE	No	62.90%
ENDOCRINE	IMCIVREE	Yes	13.50%	ONCOLOGY - INJECTABLE	SYNRIBO	Yes	13.80%
ENDOCRINE	ISTURISA	Yes	10.40%	ONCOLOGY - ORAL	ABIRATERONE	No	82.50%
ENDOCRINE	JYNARQUE	Yes	12.50%	ONCOLOGY - ORAL	AFINITOR	No	14.10%
ENDOCRINE	KEVEYIS	Yes	13.00%	ONCOLOGY - ORAL	AFINITOR DISPERZ	No	14.10%
ENDOCRINE	KORLYM	Yes	11.40%	ONCOLOGY - ORAL	ALECENSA	Yes	14.10%
ENDOCRINE	KUVAN	Yes	12.70%	ONCOLOGY - ORAL	ALKERAN	No	15.40%
ENDOCRINE	LANREOTIDE	Yes	10.40%	ONCOLOGY - ORAL	ALUNBRIG	Yes	11.90%
ENDOCRINE	MYALEPT	Yes	7.30%	ONCOLOGY - ORAL	AYVAKIT	Yes	14.50%
ENDOCRINE	MYCAPSSA	Yes	11.40%	ONCOLOGY - ORAL	BALVERSA	Yes	13.50%
ENDOCRINE	NATPARA	Yes	13.20%	ONCOLOGY - ORAL	BEXAROTENE	No	33.50%
ENDOCRINE	NITYR	Yes	13.00%	ONCOLOGY - ORAL	BOSULIF	Yes	13.50%
ENDOCRINE	OCTREOTIDE ACETATE	No	56.80%	ONCOLOGY - ORAL	BRAFTOVI	Yes	14.00%
ENDOCRINE	PENICILLAMINE	No	33.00%	ONCOLOGY - ORAL	BRUKINSA	Yes	13.00%
ENDOCRINE	PROCYSBI	Yes	7.30%	ONCOLOGY - ORAL	CABOMETYX	Yes	12.50%
ENDOCRINE	RAVICTI	Yes	15.00%	ONCOLOGY - ORAL	CALQUENCE	Yes	13.50%
ENDOCRINE	SAMSCA	Yes	13.50%	ONCOLOGY - ORAL	CAPECITABINE	No	82.50%
ENDOCRINE	SANDOSTATIN	No	13.80%	ONCOLOGY - ORAL	CAPRELSA	Yes	9.40%
ENDOCRINE	SAPROPTERIN	Yes	41.30%	ONCOLOGY - ORAL	COMETRIQ	Yes	13.00%
ENDOCRINE	SIGNIFOR	Yes	7.30%	ONCOLOGY - ORAL	COPIKTRA	Yes	14.50%
ENDOCRINE	SODIUM PHENYL BUTYRATE	No	33.00%	ONCOLOGY - ORAL	COTELLIC	Yes	12.50%
ENDOCRINE	SOMATULINE DEPOT	Yes	13.50%	ONCOLOGY - ORAL	DAURISMO	Yes	12.50%
ENDOCRINE	SOMAVERT	Yes	10.60%	ONCOLOGY - ORAL	ERIVEDGE	Yes	12.50%
ENDOCRINE	SYPRINE	No	13.50%	ONCOLOGY - ORAL	ERLEADA	No	13.50%
ENDOCRINE	THIOLA	Yes	11.40%	ONCOLOGY - ORAL	ERLOTINIB	Yes	33.00%
ENDOCRINE	TOLVAPTAN	Yes	33.00%	ONCOLOGY - ORAL	ETOPOSIDE	No	33.00%
ENDOCRINE	TRIENTINE	No	84.50%	ONCOLOGY - ORAL	EVEROLIMUS	No	45.40%
ENDOCRINE	XERMELO	Yes	13.00%	ONCOLOGY - ORAL	EXKIVITY	Yes	13.00%
ENDOCRINE	XURIDEN	Yes	12.50%	ONCOLOGY - ORAL	FARYDAK	Yes	11.40%
ENZYMEDEFICIENCY	CHOLBAM	Yes	4.20%	ONCOLOGY - ORAL	FOTIVDA	Yes	13.20%

ENZYME DEFICIENCY	CYSTAGON	Yes	10.90%	ONCOLOGY - ORAL	GAVRETO	Yes	12.50%
ENZYME DEFICIENCY	GALAFOLD	Yes	14.00%	ONCOLOGY - ORAL	GILOTRIF	Yes	7.30%
ENZYME DEFICIENCY	MIGLUSTAT	No	33.00%	ONCOLOGY - ORAL	GLEEVEC	No	15.40%
ENZYME DEFICIENCY	NITISINONE	Yes	33.00%	ONCOLOGY - ORAL	GLEOSTINE	No	15.40%
ENZYME DEFICIENCY	ORFADIN	Yes	2.20%	ONCOLOGY - ORAL	HYCAMTIN	No	14.80%
ENZYME DEFICIENCY	PALYNZIQ	Yes	11.40%	ONCOLOGY - ORAL	IBRANCE	Yes	14.00%
ENZYME DEFICIENCY	STRENSIQ	Yes	11.30%	ONCOLOGY - ORAL	ICLUSIG	Yes	12.70%
ENZYME DEFICIENCY	SUCRAID	Yes	12.20%	ONCOLOGY - ORAL	IDHIFA	No	14.50%
ENZYME DEFICIENCY	TEGSEDI	Yes	7.30%	ONCOLOGY - ORAL	IMATINIB MESYLATE	No	92.30%
ENZYME DEFICIENCY	ZAVESCA	Yes	7.30%	ONCOLOGY - ORAL	IMBRUVICA	Yes	14.00%
GAUCHERS DISEASE	CERDELGA	Yes	13.50%	ONCOLOGY - ORAL	INLYTA	Yes	13.60%
GENETIC DISORDER	DOJOLVI	Yes	15.00%	ONCOLOGY - ORAL	INQOVI	Yes	10.40%
GENETIC DISORDER	ZOKINVY	Yes	13.50%	ONCOLOGY - ORAL	INREBIC	Yes	12.50%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	No	14.10%	ONCOLOGY - ORAL	IRESSA	Yes	14.50%
GROWTH HORMONE DEFICIENCY	HUMATROPE	No	14.70%	ONCOLOGY - ORAL	JAKAFI	Yes	12.50%
GROWTH HORMONE DEFICIENCY	INCRELEX	Yes	13.50%	ONCOLOGY - ORAL	KISQALI	Yes	14.50%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	No	16.00%	ONCOLOGY - ORAL	KISQALI FEMARA	Yes	15.00%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	No	14.20%	ONCOLOGY - ORAL	KOSELUGO	Yes	13.70%
GROWTH HORMONE DEFICIENCY	OMNITROPE	No	14.50%	ONCOLOGY - ORAL	LAPATINIB	Yes	33.00%
GROWTH HORMONE DEFICIENCY	SAIZEN	No	17.50%	ONCOLOGY - ORAL	LENALIDOMIDE	Yes	33.00%
GROWTH HORMONE DEFICIENCY	SEROSTIM	Yes	13.50%	ONCOLOGY - ORAL	LENVIMA	Yes	14.50%
GROWTH HORMONE DEFICIENCY	SKYTROFA	No	11.40%	ONCOLOGY - ORAL	LONSURF	Yes	12.50%
GROWTH HORMONE DEFICIENCY	ZOMACTON	No	14.70%	ONCOLOGY - ORAL	LORBRENA	Yes	11.40%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Yes	13.00%	ONCOLOGY - ORAL	LUMAKRAS	Yes	12.50%
HEMATOLOGIC	BERINERT	Yes	12.50%	ONCOLOGY - ORAL	LYNPARZA	Yes	12.20%
HEMATOLOGIC	CABLIVI	Yes	13.50%	ONCOLOGY - ORAL	MATULANE	Yes	13.00%
HEMATOLOGIC	CINRYZE	Yes	14.50%	ONCOLOGY - ORAL	MEKINIST	Yes	11.40%
HEMATOLOGIC	DOPTELET	Yes	13.50%	ONCOLOGY - ORAL	MEKTOVI	Yes	14.00%

HEMATOLOGIC	FIRAZYR	Yes	14.30%	ONCOLOGY - ORAL	MELPHALAN	No	33.00%
HEMATOLOGIC	HAEGARDA	Yes	12.50%	ONCOLOGY - ORAL	MESNEX	No	14.00%
HEMATOLOGIC	ICATIBANT	Yes	33.00%	ONCOLOGY - ORAL	NERLYNX	Yes	14.30%
HEMATOLOGIC	MOZOBIL	No	13.50%	ONCOLOGY - ORAL	NEXAVAR	Yes	12.50%
HEMATOLOGIC	MULPLETA	No	13.50%	ONCOLOGY - ORAL	NILANDRON	No	15.00%
HEMATOLOGIC	OXBRYTA	Yes	11.90%	ONCOLOGY - ORAL	NILUTAMIDE	No	40.40%
HEMATOLOGIC	PROMACTA	Yes	13.50%	ONCOLOGY - ORAL	NINLARO	No	13.50%
HEMATOLOGIC	REZUROCK	Yes	13.20%	ONCOLOGY - ORAL	NUBEQA	Yes	13.50%
HEMATOLOGIC	RUCONEST	Yes	13.20%	ONCOLOGY - ORAL	ODOMZO	No	13.80%
HEMATOLOGIC	SAJAZIR	Yes	22.80%	ONCOLOGY - ORAL	ONUREG	No	11.90%
HEMATOLOGIC	TAKHZYRO	Yes	13.50%	ONCOLOGY - ORAL	ORGOVYX	Yes	14.30%
HEMATOLOGIC	TAVALISSE	Yes	13.50%	ONCOLOGY - ORAL	PEMAZYRE	Yes	14.00%
HEMOPHILIA - INFUSED	ADVATE	No	43.20%	ONCOLOGY - ORAL	PIQRAY	No	11.90%
HEMOPHILIA - INFUSED	ADYNOVATE	No	34.10%	ONCOLOGY - ORAL	POMALYST	Yes	13.00%
HEMOPHILIA - INFUSED	AFSTYLA	No	34.00%	ONCOLOGY - ORAL	PURIXAN	No	12.50%
HEMOPHILIA - INFUSED	ALPHANATE/V ON WILLEBRAND	No	42.00%	ONCOLOGY - ORAL	QINLOCK	Yes	14.50%
HEMOPHILIA - INFUSED	ALPHANINE SD	No	49.30%	ONCOLOGY - ORAL	RETEVMO	Yes	12.50%
HEMOPHILIA - INFUSED	ALPROLIX	No	13.50%	ONCOLOGY - ORAL	REVLIMID	Yes	14.80%
HEMOPHILIA - INFUSED	BENEFIX	No	14.50%	ONCOLOGY - ORAL	ROZLYTREK	No	15.40%
HEMOPHILIA - INFUSED	COAGADDEX	Yes	30.00%	ONCOLOGY - ORAL	RUBRACA	Yes	14.50%
HEMOPHILIA - INFUSED	CORIFACT	No	27.90%	ONCOLOGY - ORAL	RYDAPT	No	15.40%
HEMOPHILIA - INFUSED	ELOCTATE	No	27.90%	ONCOLOGY - ORAL	SCEMBLIX	No	11.40%
HEMOPHILIA - INFUSED	ESPEROCT	No	22.80%	ONCOLOGY - ORAL	SPRYCEL	No	15.40%
HEMOPHILIA - INFUSED	FEIBA	No	40.20%	ONCOLOGY - ORAL	STIVARGA	Yes	11.90%
HEMOPHILIA - INFUSED	HEMOPHIL M	No	44.40%	ONCOLOGY - ORAL	SUNITINIB	Yes	33.00%
HEMOPHILIA - INFUSED	HUMATE-P	No	37.10%	ONCOLOGY - ORAL	SUTENT	Yes	14.80%
HEMOPHILIA - INFUSED	IDELVION	No	13.50%	ONCOLOGY - ORAL	TABLOID	No	15.40%
HEMOPHILIA - INFUSED	IXINITY	No	13.50%	ONCOLOGY - ORAL	TABRECTA	No	12.50%
HEMOPHILIA - INFUSED	JIVI	No	22.80%	ONCOLOGY - ORAL	TAFINLAR	Yes	13.50%
HEMOPHILIA - INFUSED	KOATE	No	42.30%	ONCOLOGY - ORAL	TAGRISSE	Yes	13.50%
HEMOPHILIA - INFUSED	KOATE-DVI	No	42.30%	ONCOLOGY - ORAL	TALZENNA	Yes	13.50%
HEMOPHILIA - INFUSED	KOGENATE FS	No	47.30%	ONCOLOGY - ORAL	TARCEVA	Yes	15.30%
HEMOPHILIA - INFUSED	KOVALTRY	No	45.70%	ONCOLOGY - ORAL	TARGRETIN	No	14.00%

HEMOPHILIA - INFUSED	MONONINE	No	31.40%	ONCOLOGY - ORAL	TASIGNA	Yes	13.50%
HEMOPHILIA - INFUSED	NOVOEIGHT	No	44.30%	ONCOLOGY - ORAL	TAZVERIK	Yes	13.70%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	No	38.30%	ONCOLOGY - ORAL	TEMODAR	No	14.80%
HEMOPHILIA - INFUSED	NUWIQ	No	48.20%	ONCOLOGY - ORAL	TEMOZOLOMIDE	No	59.20%
HEMOPHILIA - INFUSED	PROFILNINE	No	30.00%	ONCOLOGY - ORAL	TEPMETKO	Yes	12.50%
HEMOPHILIA - INFUSED	REBINYN	No	17.60%	ONCOLOGY - ORAL	THALOMID	Yes	14.80%
HEMOPHILIA - INFUSED	RECOMBINATE	No	41.30%	ONCOLOGY - ORAL	TIBSOVO	Yes	13.50%
HEMOPHILIA - INFUSED	RIXUBIS	No	13.70%	ONCOLOGY - ORAL	TRETINOIN	No	84.50%
HEMOPHILIA - INFUSED	SEVENFACT	No	22.80%	ONCOLOGY - ORAL	TRUSELTIQ	Yes	13.00%
HEMOPHILIA - INFUSED	TRETTEN	Yes	14.40%	ONCOLOGY - ORAL	TUKYSA	Yes	13.70%
HEMOPHILIA - INFUSED	VONVENDI	Yes	12.50%	ONCOLOGY - ORAL	TURALIO	Yes	14.00%
HEMOPHILIA - INFUSED	WILATE	No	42.30%	ONCOLOGY - ORAL	TYKERB	Yes	14.80%
HEMOPHILIA - INFUSED	XYNTHA	No	38.40%	ONCOLOGY - ORAL	UKONIQ	Yes	12.50%
HEMOPHILIA - INJECTABLE	HEMLIBRA	Yes	12.50%	ONCOLOGY - ORAL	VENCLEXTA	Yes	12.50%
HEPATITIS B	ADEFOVIR DIPVOXIL	No	33.00%	ONCOLOGY - ORAL	VERZENIO	Yes	15.20%
HEPATITIS B	BARACLUDE	No	13.80%	ONCOLOGY - ORAL	VITRAKVI	Yes	14.50%
HEPATITIS B	EMPAVELI	Yes	13.50%	ONCOLOGY - ORAL	VIZIMPRO	Yes	8.30%
HEPATITIS B	ENTECAVIR	No	83.50%	ONCOLOGY - ORAL	VOTRIENT	Yes	13.50%
HEPATITIS B	EPIVIR HBV	No	14.30%	ONCOLOGY - ORAL	WELIREG	Yes	13.20%
HEPATITIS B	HEPSERA	No	13.70%	ONCOLOGY - ORAL	XALKORI	Yes	11.90%
HEPATITIS B	LAMIVUDINE HBV	No	33.00%	ONCOLOGY - ORAL	XELODA	No	15.40%
HEPATITIS B	VELMIDY	No	13.30%	ONCOLOGY - ORAL	XOSPATA	Yes	14.50%
HEPATITIS C	EPCLUSA	No	14.00%	ONCOLOGY - ORAL	XPOVIO	Yes	14.30%
HEPATITIS C	HARVONI	No	15.00%	ONCOLOGY - ORAL	XTANDI	Yes	13.50%
HEPATITIS C	LEDIPASVIR/SO FOSBUVIR	No	15.00%	ONCOLOGY - ORAL	YONSA	No	15.40%
HEPATITIS C	MAVYRET	No	14.00%	ONCOLOGY - ORAL	ZEJULA	Yes	13.70%
HEPATITIS C	PEGASYS	No	16.50%	ONCOLOGY - ORAL	ZELBORAF	Yes	13.00%
HEPATITIS C	PEGINTRON	No	17.50%	ONCOLOGY - ORAL	ZOLINZA	No	14.80%
HEPATITIS C	SOFOSBUVIR/V ELPATASVIR	No	14.00%	ONCOLOGY - ORAL	ZYDELIG	Yes	14.50%
HEPATITIS C	SOVALDI	No	14.00%	ONCOLOGY - ORAL	ZYKADIA	Yes	13.00%
HEPATITIS C	VIEKIRA PAK	No	13.50%	ONCOLOGY - ORAL	ZYTIGA	No	13.50%
HEPATITIS C	VOSEVI	No	14.00%	ONCOLOGY - TOPICAL	TARGRETIN	No	14.00%
HEPATITIS C	ZEPATIER	No	13.90%	ONCOLOGY - TOPICAL	VALCHLOR	Yes	9.90%
HEPATOLOGY	BYLVAY	Yes	11.40%	OPHTHALMIC	OXERVATE	Yes	12.50%

HEREDITARY ANGIOEDEMA	ORLADEYO	Yes	13.00%	OSTEOPOROSIS	FORTEO	No	13.90%
IMMUNE MODULATOR	ACTIMMUNE	Yes	14.30%	OSTEOPOROSIS	TERIPARATIDE	No	13.50%
IMMUNE MODULATOR	ARCALYST	Yes	15.00%	OSTEOPOROSIS	TYMLOS	No	13.30%
IMMUNOLOGICAL AGENTS	LUPKYNIS	Yes	14.30%	PARKINSONS DISEASE	APOKYN	Yes	11.50%
IMMUNOLOGICAL AGENTS	PALFORZIA	Yes	9.40%	PARKINSONS DISEASE	INBRIJA	Yes	12.50%
IMMUNOLOGICAL AGENTS	TAVNEOS	Yes	14.10%	PARKINSONS DISEASE	KYNMOBI	Yes	9.40%
INFERTILITY	CETROTIDE	No	17.20%	PULMONARY DISEASE	ESBRIET	Yes	13.50%
INFERTILITY	CHORIONIC GONADOTROPIN	No	69.60%	PULMONARY DISEASE	OFEV	Yes	12.50%
INFERTILITY	FOLLISTIM AQ	No	24.30%	PULMONARY HYPERTENSION	ADCIRCA	No	13.50%
INFERTILITY	GANIRELIX ACETATE	No	16.60%	PULMONARY HYPERTENSION	ADEMPAS	Yes	13.50%
INFERTILITY	GONAL-F	No	22.90%	PULMONARY HYPERTENSION	ALYQ	No	58.80%
INFERTILITY	GONAL-F RFF	No	22.90%	PULMONARY HYPERTENSION	AMBRISENTAN	Yes	58.80%
INFERTILITY	MENOPUR	No	16.80%	PULMONARY HYPERTENSION	BOSENTAN	Yes	33.00%
INFERTILITY	NOVAREL	No	33.00%	PULMONARY HYPERTENSION	LETAIRIS	Yes	12.70%
INFERTILITY	OVIDREL	No	17.20%	PULMONARY HYPERTENSION	OPSUMIT	Yes	13.70%
INFERTILITY	PREGNYL	No	33.00%	PULMONARY HYPERTENSION	ORENITRAM	Yes	13.50%
INFLAMMATORY CONDITIONS	ACTEMRA	No	14.20%	PULMONARY HYPERTENSION	REVATIO	No	13.30%
INFLAMMATORY CONDITIONS	ADBRY	Yes	10.40%	PULMONARY HYPERTENSION	SILDENAFIL	No	95.70%
INFLAMMATORY CONDITIONS	CIBINQO	No	13.50%	PULMONARY HYPERTENSION	TADALAFIL	No	33.00%
INFLAMMATORY CONDITIONS	CIMZIA	No	15.50%	PULMONARY HYPERTENSION	TRACLEER	Yes	13.50%
INFLAMMATORY CONDITIONS	COSENTYX	No	13.50%	PULMONARY HYPERTENSION	TYVASO	Yes	13.00%
INFLAMMATORY CONDITIONS	DUPIXENT	No	14.10%	PULMONARY HYPERTENSION	UPTRAVI	Yes	14.80%
INFLAMMATORY CONDITIONS	EMFLAZA	Yes	10.90%	PULMONARY HYPERTENSION	VENTAVIS*	Yes	13.00%
INFLAMMATORY CONDITIONS	ENBREL	No	14.50%				

*Includes Nebulizer

6/2022

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and City of Burleson ("Customer"), Contract No. 906435, and is effective on January 1, 2023 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

City of Burleson

United HealthCare Services, Inc.

By [Signature]
Authorized Signature

By Charlene Mancini
Authorized Signature

Print Name Tommy Ludwig

Print Name Charlene Mancini

Print Title City Manager

Print Title Regional Contract Manager

Date December 11, 2023

Date 12/13/2023

Renewal 3Q 2022
Agreement No. 19277.6

The Administrative Services Agreement is amended on January 1, 2023 as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

All references to out of network programs in the Agreement, each as applicable, are replaced in their entirety. As such, Section A1 Network in Exhibit A is amended to include the following sub-section:

Out of Network Programs. United offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. United offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customers elected out of network programs are identified in Exhibit B – Fees. Programs are subject to change or termination at United's discretion.

EXHIBIT B – FEES

The Medical Fees (“Fees”) are as stated below. Customer acknowledges that Fees paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain Fees will be paid through a withdrawal from the Bank Account. These Fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Medical Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2024, unless otherwise specified.

Final Claims Fiduciary: United

Prescription Drug List: Traditional

Effective January 1, 2023 through December 31, 2024:

Average Contract Size: 2.20

The Fees include a Pharmacy Administrative Fee credit in the amount of \$41.81 per Employee per month.

The Fees listed below are based upon an estimated minimum of 337 enrolled Employees.

\$4.56 per Employee per month.

Effective January 1, 2024 through December 31, 2024:

Average Contract Size: 2.21

The Fees include a Pharmacy Administrative Fee credit in the amount of \$43.00 per Employee per month.

The Fees listed below are based upon an estimated minimum of 353 enrolled Employees.

\$4.56 per Employee per month

Credits

Effective January 1, 2023 through December 31, 2023:

Communication Credit

United will provide a communication credit to help Customer mitigate costs associated with communications to Participants. The communication credit will be paid through a credit to Customer’s fees after (a) the Agreement is executed and (b) the first month’s fees have been received by United. If Customer terminates the Agreement prior to December 31, 2023, Customer will pay United a prorated portion of this credit.

\$10,000 Communication credit per year

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer’s discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2023, Customer will pay United a prorated portion of this credit.

\$30,000 Wellness allowance per year

Effective January 1, 2024 through December 31, 2024:

Communication Credit

United will provide a communication credit to help Customer mitigate costs associated with communications to Participants. The communication credit will be paid through a credit to Customer’s fees after (a) the Agreement is executed and (b) the first month’s fees have been received by United. If Customer terminates the Agreement prior to December 31, 2024, Customer will pay United a prorated portion of this credit.

\$15,000 Communication credit per year

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer’s discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2024, Customer will pay United a prorated portion of this credit.

\$35,000 Wellness allowance per year

Pharmacy Ongoing Auditing Reimbursement

United will provide reimbursement towards an ongoing audit, subject to United’s standard requirements regarding prior notice, confidentiality, length, time and place and findings. Charges above this amount will be Customer’s liability. The audit reimbursement will be paid to Customer after (a) the Agreement is executed, (b) the audit has been completed and (c) the total actual cost of the audit has been determined and documented by Customer. [If Customer terminates the Agreement prior to December 31, 2024, Customer will pay United a prorated portion of this credit.

\$25,000 audit reimbursement first year only

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery <ul style="list-style-type: none"> • United’s large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims. 	24% of the gross recovery amount
Coordination of Benefits (“COB”) Verify primary/secondary payer accuracy <ul style="list-style-type: none"> • Identify claims to be investigated using a layered approach to identify other primary payers: <ol style="list-style-type: none"> 1. Eligibility match to other commercial payers 2. Eligibility match to Medicare [3. Eligibility match to newly enrolled Medicaid members 4. Eligibility match to membership validation vendors using proprietary algorithms 	No additional Fee.

Service Description	Fee
5. Additional oversight and identification of primary payers using United professional resources 6. Advanced analytics using COB-specific triggers to identify primary payers] <ul style="list-style-type: none"> • Correct pre-adjudicated claims prior to claim payment • Update claims systems with other primary/secondary payers' information • COB indicators set to edit subsequent claims with primary/secondary payers' information 	
Credit Balance Recovery <ul style="list-style-type: none"> • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. Post-adjudicated claims. 	10% of the gross recovery amount.
Focused Claim Review <ul style="list-style-type: none"> • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. • Pre-adjudicated claims or post-adjudicated claims. 	22% of the gross recovery amount.
Fraud, Waste, and Abuse Management <ul style="list-style-type: none"> • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Pre-adjudicated claims or post-adjudicated claims. 	22% of the gross recovery or prevented amount
Hospital Bill and Premium Audit Services <ul style="list-style-type: none"> • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims. 	22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries <ul style="list-style-type: none"> • Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. • Pre-adjudicated claims or post-adjudication claims. 	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
Third Party Liability - Subrogation and Injury Coverage Coordination <ul style="list-style-type: none"> • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated. claims. Customer will not engage any entity except United to provide such services without prior United approval.	33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Maximum Non-Network Reimbursement Program <ul style="list-style-type: none"> • Offers a reimbursement methodology for non-emergency non-network claims. 	No additional Fee

Service Description	Fee
United’s reasonable and customary charge guidelines <ul style="list-style-type: none"> Provides guidelines for out of network surgical, medical, lab, and x-ray claims. 	No additional Fee
Shared Savings Program <ul style="list-style-type: none"> Provides savings on select non-Network facility and physician claims that are not eligible for standard network discounts. Provides access to established or discounted reimbursement amounts from health care providers who contract, accept, or negotiate with a United or third party. Does not include credentialing of providers or other Network services as set forth in the Agreement. 	<p>29% of the Savings Obtained as a result of the program. Savings Obtained means the amount that would have been payable to a health care provider if no discounts were available, including amounts payable by both the Participant and the Plan, minus the amount that is payable to the health care provider after the discount is taken, including amounts payable by both the Participant and the Plan.</p> <p>The savings used to calculate the fee per individual claim for the program shall not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000</p>
External Reviews	<p>If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer’s total enrollment, a fee of \$500 will apply per review.</p>
Interest Rate on Fees and Underfunding Bank Account	Prime rate plus 4%
Run-out Claims Administration 6 months of runout	<p>As elected by Customer upon termination:</p> <ul style="list-style-type: none"> 6 months of run-out: 2 months of Administration Fees
Pharmacy Benefit Rebates - Termination	<p>Pursuant to the termination section of this Agreement, if Customer terminates the Pharmacy Benefit Services portion of this Agreement only during the Term of the Agreement and termination is for any reason other than for cause, United may retain all Rebates that have not been remitted to Customer as of the effective date of such termination.</p>
<p>Consolidated Appropriations Act, 2021 (“CAA”) Support Services. United will support Customer’s compliance with the requirements of the CAA, including the No Surprises Act (“NSA”), by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> NSA medical billing and the independent dispute resolution (“IDR”): <ul style="list-style-type: none"> United will determine if a claim is subject to the NSA billing protections. If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer. All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United. United will not be using third party provider networks for services covered by the NSA. The fees for programs in which the parties share in the savings achieved off a provider’s billed charge will continue to apply to all services covered under the NSA. Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account. Customer shall fund the IDR administration fee and all IDR arbitrator fees through the Bank Account. 	<p>For the 2023 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. United shall notify Customer of United’s intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements . Customer remains responsible for the government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2023 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p> <p>For the 2024 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. United shall notify Customer of United’s intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements . Customer remains responsible for the government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2024 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p>

Service Description	Fee
<ul style="list-style-type: none"> Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently). Provider directory enhancements. Continuity of care and external appeals support for surprise medical bills. Support related to Mental Health Parity Non-Quantified Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury. Provide language to support Customer's anti-gag clause attestation requirement. Prepare and file pharmacy benefits and drug cost reports. Prepare and file air ambulance claims reports. Provide and maintain price comparison information to Participants by telephone and online. 	
<p>Health Plan Transparency in Coverage Rule ("TiC") Support Services. United will support Customer's compliance with the requirements of the TiC by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> Machine-readable files accessible via a publicly available website, which Customer will be able to access and link to Customer's own website. A cost estimator tool available online for Plan Participants for the items and services as required each year. 	<p>For the 2023 plan year, United will not charge separate services fees outside of base rates for the TiC Support Services.</p> <p>For the 2024 plan year, United will not charge separate services fees outside of base rates for the TiC Support Services.</p>

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Dental Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2024, unless otherwise specified.

The Fees listed below are based upon an estimated minimum of 348 enrolled Employees.

\$4.15 per Employee per month.

Average Contract Size: 2.25

Run-out Claims Administration: 12 months of runout; additional months are available at an additional cost

The following financial terms are effective for the period January 1, 2024 through December 31, 2024, unless otherwise specified.

The Fees listed below are based upon an estimated minimum of 399 enrolled Employees.

\$4.15 per Employee per month.

Average Contract Size: 2.14

Run-out Claims Administration: 12 months of runout; additional months are available at an additional cost

EXHIBIT C –GUARANTEES

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The Fees payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2023 through December 31, 2024 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

In the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

The following guarantees are effective January 1, 2023 through December 31, 2023:

Pharmacy Financials		
Definition	Contracted pharmacy rates that will be delivered to You.	
Measurement and Criteria	01/01/2023	
	Combined Discount Guarantee - Standard Select/CVS Network	
	Retail Brand, Average Wholesale Price (AWP) less	20.0%
	Retail Brand -- 90 Day Supply, AWP less	24.0%
	Retail Generic - 30 and 90 Day Supply, AWP less	82.0%
	Mail Order Brand, AWP less	26.2%
	Mail Order Generic, AWP less	84.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.	
	Dispensing Fees - Standard Select/CVS Network	
	Retail Brand - 30 Day	\$0.55
Retail Brand -- 90 Day Supply	\$0.30	
Retail Generic - 30 Day	\$0.55	
Retail Generic -- 90 Day Supply	\$0.30	
Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		

Fixed Rebate Guarantee (Traditional PDL)			
-	Basis, per script		Brand
-	Retail - 30 and 90 Day		\$254.90
-	Mail Order		\$563.30
-	Specialty	Included In Retail	Included In Retail
-			Included In Retail
Credits and Allowances			
-	Rebate Fee Credit (PEPM)		\$41.81
Level	Customer Specific		
Period	Annually		
Payment Period	Annually		
Payment Amount Discounts	-- The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.		
Payment Amount Dispensing Fees	-- The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.		
Payment Amount Rebates	-- The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.		
Conditions	<p>Discount & Dispense Fee Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. • The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims. • The Arrangement includes veterans' affairs facility claims. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL • Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation. • Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims), claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, claims for non-FDA approved products, compound drugs, consumer card or discount card program claims and direct member reimbursement claims. 		

• “Rebate Credit” is a credit towards the achievement of the guaranteed Rebate amount, and/or Rebate Fee Credit. The Rebate Credit is applied in the event of a change impacting the level of Rebates expected as a result of the availability of clinically comparable lower Rebate drugs. The Rebate Credit is calculated as the difference in pharmaceutical manufacturer revenue between what United would have invoiced pharmaceutical manufacturers if the Customer continued to prefer the originator brand product and the actual pharmaceutical manufacturer revenue received after favoring the new product (e.g. biosimilar, an authorized brand alternative, reduction of wholesale acquisition cost (WAC) on a Brand Drug subject to Rebates, launch of a lower cost non-Generic Drug alternative). The Rebate Credit does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection. United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
- if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates
- if Customer changes or does not elect an incented plan design
- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
- Specialty rebates are included in the guaranteed retail per-script rebates above.
- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.
- If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.
- Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.
- Vaccines are excluded from the claim counts.

Credits and Allowances

• Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2023 through 12/31/2023 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.
- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
- Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.
- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- Pricing and guarantees assume enrollment of 337 Employees and 742 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.
- The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.
- All pricing guarantees require the selection of United as the exclusive mail provider.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.

<p>TRRX (02/2022)</p>	<ul style="list-style-type: none"> • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.
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Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark • On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.5%	INFLAMMATORY CONDITIONS	ILUMYA	14.1%
ANEMIA	EPOGEN	13.3%	INFLAMMATORY CONDITIONS	KEVZARA	9.9%
ANEMIA	PROCRIT	13.6%	INFLAMMATORY CONDITIONS	KINERET	13.5%
ANEMIA	RETACRIT	14.1%	INFLAMMATORY CONDITIONS	OLUMIANT	12.5%
ANTICONVULSANT	DIACOMIT	12.5%	INFLAMMATORY CONDITIONS	ORENCIA	14.2%
ANTICONVULSANT	EPIDIOLEX	12.5%	INFLAMMATORY CONDITIONS	OTEZLA	14.0%
ANTICONVULSANT	FINTEPLA	10.4%	INFLAMMATORY CONDITIONS	RIDAURA	14.1%
ANTIHYPERLIPIDEMIC	JUXTAPID	13.2%	INFLAMMATORY CONDITIONS	RINVOQ	14.1%
ANTI-INFECTIVE	ARIKAYCE	13.0%	INFLAMMATORY CONDITIONS	SILIQ	11.4%
ANTI-INFECTIVE	DARAPRIM	12.5%	INFLAMMATORY CONDITIONS	SIMPONI	14.1%
ANTI-INFECTIVE	PYRIMETHAMINE	12.5%	INFLAMMATORY CONDITIONS	SKYRIZI	18.1%
ASTHMA	FASENRA	12.5%	INFLAMMATORY CONDITIONS	STELARA	16.1%
ASTHMA	NUCALA	12.5%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ASTHMA	XOLAIR	12.5%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%
CARDIOVASCULAR	DROXIDOPA	33.1%	INFLAMMATORY CONDITIONS	XELJANZ	14.1%
CARDIOVASCULAR	NORTHERA	14.0%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.1%
CARDIOVASCULAR	VYNDAMAX	15.2%	IRON OVERLOAD	DEFERASIROX	66.4%
CARDIOVASCULAR	VYNDAQEL	12.5%	IRON OVERLOAD	EXJADE	12.1%
CNS AGENTS	AUSTEDO	13.5%	IRON OVERLOAD	FERRIPROX	12.5%
CNS AGENTS	ENSPRYNG	11.9%	IRON OVERLOAD	JADENU	13.5%
CNS AGENTS	FIRDAPSE	10.4%	LIVER DISEASE	OICALIVA	15.0%
CNS AGENTS	HETLIOZ	14.0%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
CNS AGENTS	INGREZZA	13.0%	MOOD DISORDER DRUGS	SPRAVATO	13.5%
CNS AGENTS	RILUTEK	13.5%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
CNS AGENTS	RILUZOLE	92.6%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
CNS AGENTS	RUZURGI	11.4%	MULTIPLE SCLEROSIS	AVONEX	14.0%
CNS AGENTS	SABRIL	16.1%	MULTIPLE SCLEROSIS	BAFIERTAM	14.0%
CNS AGENTS	TETRABENAZINE	48.5%	MULTIPLE SCLEROSIS	BETASERON	14.1%
CNS AGENTS	TIGLUTIK	10.4%	MULTIPLE SCLEROSIS	COPAXONE	14.7%

CNS AGENTS	VIGABATRIN	17.6%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	92.8%
CNS AGENTS	VIGADRONE	16.6%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	79.4%
CNS AGENTS	XENAZINE	15.5%	MULTIPLE SCLEROSIS	EXTAVIA	14.1%
CNS AGENTS	XYREM	6.3%	MULTIPLE SCLEROSIS	GILENYA	14.0%
CNS AGENTS	XYWAV	7.3%	MULTIPLE SCLEROSIS	GLATIRAMER	79.4%
CYSTIC FIBROSIS	BETHKIS	11.4%	MULTIPLE SCLEROSIS	GLATOPA	79.4%
CYSTIC FIBROSIS	CAYSTON	14.5%	MULTIPLE SCLEROSIS	KESIMPTA	14.0%
CYSTIC FIBROSIS	KALYDECO	13.5%	MULTIPLE SCLEROSIS	MAVENCLAD	14.0%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	MULTIPLE SCLEROSIS	MAYZENT	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
CYSTIC FIBROSIS	PULMOZYME	15.0%	MULTIPLE SCLEROSIS	PONVORY	10.9%
CYSTIC FIBROSIS	SYMDEKO	13.5%	MULTIPLE SCLEROSIS	REBIF	14.0%
CYSTIC FIBROSIS	TOBI	13.8%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.0%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	MULTIPLE SCLEROSIS	TECFIDERA	14.0%
CYSTIC FIBROSIS	TOBRAMYCIN	69.1%	MULTIPLE SCLEROSIS	VUMERITY	12.5%
CYSTIC FIBROSIS	TRIKAFTA	13.5%	MULTIPLE SCLEROSIS	ZEPOSIA	12.5%
ENDOCRINE	BUPHENYL	14.8%	MUSCULOSKELETAL AGENTS	EVRYSDI	7.3%
ENDOCRINE	BYNFEZIA	8.3%	NARCOLEPSY	WAKIX	13.5%
ENDOCRINE	CARBAGLU	7.3%	NEUTROPENIA	FULPHILA	13.8%
ENDOCRINE	CHENODAL	9.4%	NEUTROPENIA	GRANIX	13.8%
ENDOCRINE	CLOVIQUE	33.1%	NEUTROPENIA	LEUKINE	13.8%
ENDOCRINE	CUPRIMINE	14.1%	NEUTROPENIA	NEULASTA	13.8%
ENDOCRINE	CYSTADANE	10.4%	NEUTROPENIA	NEUPOGEN	13.8%
ENDOCRINE	CYSTADROPS	10.4%	NEUTROPENIA	NIVESTYM	13.8%
ENDOCRINE	CYSTARAN	13.0%	NEUTROPENIA	NYVEPRIA	11.4%
ENDOCRINE	DEPEN TITRATABS	14.0%	NEUTROPENIA	UDENYCA	13.8%
ENDOCRINE	D-PENAMINE	13.0%	NEUTROPENIA	ZARXIO	13.8%
ENDOCRINE	EGRIFTA	13.5%	NEUTROPENIA	ZIEXTENZO	13.5%
ENDOCRINE	FIRMAGON	13.5%	ONCOLOGY - INJECTABLE	ELIGARD	12.6%
ENDOCRINE	GATTEX	14.8%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
ENDOCRINE	H.P. ACTHAR	13.5%	ONCOLOGY - INJECTABLE	LEUPROLIDE	62.9%
ENDOCRINE	IMCIVREE	13.5%	ONCOLOGY - INJECTABLE	SYNRIBO	13.8%
ENDOCRINE	ISTURISA	10.4%	ONCOLOGY - ORAL	ABIRATERONE	82.5%
ENDOCRINE	JYNARQUE	12.5%	ONCOLOGY - ORAL	AFINITOR	14.1%

ENDOCRINE	KEVEYIS	13.0%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.1%
ENDOCRINE	KORLYM	11.4%	ONCOLOGY - ORAL	ALECENSA	14.1%
ENDOCRINE	KUVAN	12.7%	ONCOLOGY - ORAL	ALKERAN	15.4%
ENDOCRINE	MYALEPT	7.3%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
ENDOCRINE	NATPARA	13.2%	ONCOLOGY - ORAL	AYVAKIT	14.5%
ENDOCRINE	NITYR	13.0%	ONCOLOGY - ORAL	BALVERSA	13.5%
ENDOCRINE	OCTREOTIDE ACETATE	56.8%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
ENDOCRINE	PENICILLAMINE	33.1%	ONCOLOGY - ORAL	BOSULIF	13.5%
ENDOCRINE	PROCYSBI	7.3%	ONCOLOGY - ORAL	BRAFTOVI	14.0%
ENDOCRINE	RAVICTI	15.0%	ONCOLOGY - ORAL	BRUKINSA	13.0%
ENDOCRINE	SAMSCA	13.5%	ONCOLOGY - ORAL	CABOMETYX	12.5%
ENDOCRINE	SANDOSTATIN	13.8%	ONCOLOGY - ORAL	CALQUENCE	13.5%
ENDOCRINE	SAPROPTERIN	41.3%	ONCOLOGY - ORAL	CAPECITABINE	82.5%
ENDOCRINE	SIGNIFOR	7.3%	ONCOLOGY - ORAL	CAPRELSA	9.4%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.1%	ONCOLOGY - ORAL	COMETRIQ	13.0%
ENDOCRINE	SOMATULINE DEPOT	13.5%	ONCOLOGY - ORAL	COPIKTRA	14.5%
ENDOCRINE	SOMAVERT	10.6%	ONCOLOGY - ORAL	COTELLIC	12.5%
ENDOCRINE	SYPRINE	13.5%	ONCOLOGY - ORAL	DAURISMO	12.5%
ENDOCRINE	THIOLA	11.4%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
ENDOCRINE	TOLVAPTAN	33.1%	ONCOLOGY - ORAL	ERLEADA	13.5%
ENDOCRINE	TRIENTINE	84.6%	ONCOLOGY - ORAL	ERLOTINIB	33.1%
ENDOCRINE	XERMELO	13.0%	ONCOLOGY - ORAL	ETOPOSIDE	33.1%
ENDOCRINE	XURIDEN	12.5%	ONCOLOGY - ORAL	EVEROLIMUS	45.4%
ENZYME DEFICIENCY	CHOLBAM	4.2%	ONCOLOGY - ORAL	FARYDAK	11.4%
ENZYME DEFICIENCY	CYSTAGON	10.9%	ONCOLOGY - ORAL	FOTIVDA	13.2%
ENZYME DEFICIENCY	GALAFOLD	14.0%	ONCOLOGY - ORAL	GILOTRIF	7.3%
ENZYME DEFICIENCY	MIGLUSTAT	33.1%	ONCOLOGY - ORAL	GLEEVEC	15.4%
ENZYME DEFICIENCY	NITISINONE	33.1%	ONCOLOGY - ORAL	GLEOSTINE	15.4%
ENZYME DEFICIENCY	ORFADIN	2.2%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
ENZYME DEFICIENCY	PALYNZIQ	11.4%	ONCOLOGY - ORAL	IBRANCE	14.0%

ENZYME DEFICIENCY	STRENSIQ	11.3%	ONCOLOGY - ORAL	ICLUSIG	12.7%
ENZYME DEFICIENCY	SUCRAID	12.2%	ONCOLOGY - ORAL	IDHIFA	14.5%
ENZYME DEFICIENCY	TEGSEDI	7.3%	ONCOLOGY - ORAL	IMATINIB MESYLATE	92.3%
ENZYME DEFICIENCY	ZAVESCA	7.3%	ONCOLOGY - ORAL	IMBRUVICA	14.0%
GAUCHERS DISEASE	CERDELGA	13.5%	ONCOLOGY - ORAL	INLYTA	13.6%
GENETIC DISORDER	DOJOLVI	15.0%	ONCOLOGY - ORAL	INQOVI	10.4%
GENETIC DISORDER	ZOKINVY	13.5%	ONCOLOGY - ORAL	INREBIC	12.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	ONCOLOGY - ORAL	IRESSA	14.5%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	ONCOLOGY - ORAL	JAKAFI	12.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	ONCOLOGY - ORAL	KISQALI	14.5%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.0%	ONCOLOGY - ORAL	KISQALI FEMARA	15.0%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	14.2%	ONCOLOGY - ORAL	KOSELUGO	13.7%
GROWTH HORMONE DEFICIENCY	OMNITROPE	14.5%	ONCOLOGY - ORAL	LAPATINIB	33.1%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	ONCOLOGY - ORAL	LENVIMA	14.5%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	ONCOLOGY - ORAL	LONSURF	12.5%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - ORAL	LORBRENA	11.4%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.0%	ONCOLOGY - ORAL	LUMAKRAS	12.5%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - ORAL	LYNPARZA	12.2%
HEMATOLOGIC	CABLIVI	13.5%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMATOLOGIC	CINRYZE	14.5%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMATOLOGIC	DOPTELET	13.5%	ONCOLOGY - ORAL	MEKTOVI	14.0%
HEMATOLOGIC	FIRAZYR	14.3%	ONCOLOGY - ORAL	MELPHALAN	33.1%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMATOLOGIC	ICATIBANT	33.1%	ONCOLOGY - ORAL	NERLYNX	14.3%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	NEXAVAR	12.5%

HEMATOLOGIC	MULPLETA	13.5%	ONCOLOGY - ORAL	NILANDRON	15.0%
HEMATOLOGIC	OXBRYTA	11.9%	ONCOLOGY - ORAL	NILUTAMIDE	40.4%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMATOLOGIC	RUCONEST	13.2%	ONCOLOGY - ORAL	NUBEQA	13.5%
HEMATOLOGIC	SAJAZIR	22.8%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMATOLOGIC	TAKHZYRO	13.5%	ONCOLOGY - ORAL	ONUREG	11.9%
HEMATOLOGIC	TAVALISSE	13.5%	ONCOLOGY - ORAL	ORGOVYX	14.3%
HEMOPHILIA - INFUSED	ADVATE	43.2%	ONCOLOGY - ORAL	PEMAZYRE	14.0%
HEMOPHILIA - INFUSED	ADYNOVATE	34.1%	ONCOLOGY - ORAL	PIQRAY	11.9%
HEMOPHILIA - INFUSED	AFSTYLA	34.0%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA - INFUSED	ALPHANATE/V ON WILLEBRAND	42.0%	ONCOLOGY - ORAL	PURIXAN	12.5%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.3%	ONCOLOGY - ORAL	QINLOCK	14.5%
HEMOPHILIA - INFUSED	ALPROLIX	13.5%	ONCOLOGY - ORAL	RETEVMO	12.5%
HEMOPHILIA - INFUSED	BENEFIX	14.5%	ONCOLOGY - ORAL	REVLIMID	14.8%
HEMOPHILIA - INFUSED	COAGADEX	30.0%	ONCOLOGY - ORAL	ROZLYTREK	15.4%
HEMOPHILIA - INFUSED	CORIFACT	27.9%	ONCOLOGY - ORAL	RUBRACA	14.5%
HEMOPHILIA - INFUSED	ELOCTATE	27.9%	ONCOLOGY - ORAL	RYDAPT	15.4%
HEMOPHILIA - INFUSED	ESPEROCT	22.8%	ONCOLOGY - ORAL	SPRYCEL	15.4%
HEMOPHILIA - INFUSED	FEIBA	40.2%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHILIA - INFUSED	HEMOPIL M	44.4%	ONCOLOGY - ORAL	SUNITINIB	33.1%
HEMOPHILIA - INFUSED	HUMATE-P	37.1%	ONCOLOGY - ORAL	SUTENT	14.8%
HEMOPHILIA - INFUSED	IDELVION	13.5%	ONCOLOGY - ORAL	TABLOID	15.4%
HEMOPHILIA - INFUSED	IXINITY	13.5%	ONCOLOGY - ORAL	TABRECTA	12.5%
HEMOPHILIA - INFUSED	JIVI	22.8%	ONCOLOGY - ORAL	TAFINLAR	13.5%
HEMOPHILIA - INFUSED	KOATE	42.3%	ONCOLOGY - ORAL	TAGRISSE	13.5%
HEMOPHILIA - INFUSED	KOATE-DVI	42.3%	ONCOLOGY - ORAL	TALZENNA	13.5%
HEMOPHILIA - INFUSED	KOGENATE FS	47.3%	ONCOLOGY - ORAL	TARCEVA	15.3%
HEMOPHILIA - INFUSED	KOVALTRY	45.7%	ONCOLOGY - ORAL	TARGRETIN	14.0%
HEMOPHILIA - INFUSED	MONONINE	31.4%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.3%	ONCOLOGY - ORAL	TAZVERIK	13.7%

HEMOPHILIA - INFUSED	NOVOSEVEN RT	38.3%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEMOPHILIA - INFUSED	NUWIQ	48.2%	ONCOLOGY - ORAL	TEMOZOLOMIDE	59.2%
HEMOPHILIA - INFUSED	PROFILNINE	30.0%	ONCOLOGY - ORAL	TEPMETKO	12.5%
HEMOPHILIA - INFUSED	REBINYN	17.6%	ONCOLOGY - ORAL	THALOMID	14.8%
HEMOPHILIA - INFUSED	RECOMBINATE	41.3%	ONCOLOGY - ORAL	TIBSOVO	13.5%
HEMOPHILIA - INFUSED	RIXUBIS	13.7%	ONCOLOGY - ORAL	TRETINOIN	84.6%
HEMOPHILIA - INFUSED	SEVENFACT	22.8%	ONCOLOGY - ORAL	TUKYSA	13.7%
HEMOPHILIA - INFUSED	TRETTEN	14.4%	ONCOLOGY - ORAL	TURALIO	14.0%
HEMOPHILIA - INFUSED	VONVENDI	12.5%	ONCOLOGY - ORAL	TYKERB	14.8%
HEMOPHILIA - INFUSED	WILATE	42.3%	ONCOLOGY - ORAL	UKONIQ	12.5%
HEMOPHILIA - INFUSED	XYNTHA	38.4%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEMOPHILIA - INJECTABLE	HEMLIBRA	12.5%	ONCOLOGY - ORAL	VERZENIO	15.2%
HEPATITIS B	ADEFOVIR DIPVOXIL	33.1%	ONCOLOGY - ORAL	VITRAKVI	14.5%
HEPATITIS B	BARACLUDE	13.8%	ONCOLOGY - ORAL	VIZIMPRO	8.3%
HEPATITIS B	EMPAVELI	13.5%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEPATITIS B	ENTECAVIR	83.5%	ONCOLOGY - ORAL	XALKORI	11.9%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - ORAL	XELODA	15.4%
HEPATITIS B	HEPSERA	13.7%	ONCOLOGY - ORAL	XOSPATA	14.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	XPOVIO	14.3%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	XTANDI	13.5%
HEPATITIS C	EPCLUSA	14.0%	ONCOLOGY - ORAL	YONSA	15.4%
HEPATITIS C	HARVONI	15.0%	ONCOLOGY - ORAL	ZEJULA	13.7%
HEPATITIS C	LEDIPASVIR/SO FOSBUVIR	15.0%	ONCOLOGY - ORAL	ZELBORAF	13.0%
HEPATITIS C	MAVYRET	14.0%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HEPATITIS C	PEGASYS	16.5%	ONCOLOGY - ORAL	ZYDELIG	14.5%
HEPATITIS C	PEGINTRON	17.5%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS C	SOFOSBUVIR/V ELPATASVIR	14.0%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS C	SOVALDI	14.0%	ONCOLOGY - TOPICAL	TARGRETIN	14.0%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - TOPICAL	VALCHLOR	9.9%
HEPATITIS C	VOSEVI	14.0%	OPHTHALMIC	OXERVATE	12.5%
HEPATITIS C	ZEPATIER	13.9%	OSTEOPOROSIS	FORTEO	13.9%

HEREDITARY ANGIOEDEMA	ORLADEYO	13.0%	OSTEOPOROSIS	TERIPARATIDE	13.5%
IMMUNE MODULATOR	ACTIMMUNE	14.3%	OSTEOPOROSIS	TYMLOS	13.3%
IMMUNE MODULATOR	ARCALYST	15.0%	PARKINSONS DISEASE	APOKYN	11.5%
IMMUNOLOGICAL AGENTS	LUPKYNIS	14.3%	PARKINSONS DISEASE	INBRIJA	12.5%
IMMUNOLOGICAL AGENTS	PALFORZIA	9.4%	PARKINSONS DISEASE	KYNMOBI	9.4%
INFERTILITY	CETROTIDE	17.2%	PULMONARY DISEASE	ESBRIET	13.5%
INFERTILITY	CHORIONIC GONADOTROPIN	69.6%	PULMONARY DISEASE	OFEV	12.5%
INFERTILITY	FOLLISTIM AQ	24.3%	PULMONARY HYPERTENSION	ADCIRCA	13.5%
INFERTILITY	GANIRELIX ACETATE	16.6%	PULMONARY HYPERTENSION	ADEMPAS	13.5%
INFERTILITY	GONAL-F	22.9%	PULMONARY HYPERTENSION	ALYQ	58.8%
INFERTILITY	GONAL-F RFF	22.9%	PULMONARY HYPERTENSION	AMBRISENTAN	58.8%
INFERTILITY	MENOPUR	16.8%	PULMONARY HYPERTENSION	BOSENTAN	33.1%
INFERTILITY	NOVAREL	33.1%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
INFERTILITY	OVIDREL	17.2%	PULMONARY HYPERTENSION	OPSUMIT	13.7%
INFERTILITY	PREGNYL	33.1%	PULMONARY HYPERTENSION	ORENITRAM	13.5%
INFLAMMATORY CONDITIONS	ACTEMRA	14.2%	PULMONARY HYPERTENSION	REVATIO	13.3%
INFLAMMATORY CONDITIONS	CIMZIA	15.5%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%
INFLAMMATORY CONDITIONS	COSENTYX	13.5%	PULMONARY HYPERTENSION	TADALAFIL	33.1%
INFLAMMATORY CONDITIONS	DUPIXENT	14.1%	PULMONARY HYPERTENSION	TRACLEER	13.5%
INFLAMMATORY CONDITIONS	EMFLAZA	10.9%	PULMONARY HYPERTENSION	TYVASO	13.0%
INFLAMMATORY CONDITIONS	ENBREL	14.5%	PULMONARY HYPERTENSION	UPTRAVI	14.8%
INFLAMMATORY CONDITIONS	HUMIRA	16.1%	PULMONARY HYPERTENSION	VENTAVIS*	13.0%

*Includes
Nebulizer
10/2021

The following guarantees are effective January 1, 2024 through December 31, 2024:

Pharmacy Financials	
Definition	Pharmacy rate guarantees.
Measurement and Criteria	01/01/2024 Combined Discount Guarantee - Standard Select/CVS Network

-	Retail Brand, Average Wholesale Price (AWP) less	20.00%		
	Retail Brand -- 90 Day Supply, AWP less	24.00%		
	Retail Generic - 30 and 90 Day Supply, AWP less	83.00%		
	Mail Order Brand, AWP less	26.70%		
	Mail Order Generic, AWP less	85.00%		
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees - Standard Select/CVS Network			
-	Retail Brand - 30 Day	\$0.50		
	Retail Brand -- 90 Day Supply	\$0.25		
	Retail Generic - 30 Day	\$0.50		
	Retail Generic -- 90 Day Supply	\$0.25		
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee (Traditional PDL)			
-	Basis, per script	Brand		
-	Retail - 30 and 90 Day	\$349.56		
-	Mail Order	\$785.19		
-	Specialty	Included In Retail	Included In Retail	Included In Retail
-	Credits and Allowances			
-	Administrative Fee Credit (PEPM)	\$43.00		
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount Discounts	--	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.		
Payment Amount Dispensing Fees	--	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.		
Payment Amount Rebates	--	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.		
Conditions	<p>Discount & Dispense Fee Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. • The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims. • The Arrangement includes veterans' affairs facility claims. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. 			

- When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.
- Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.
- Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None.

Rebate Specific Conditions

- Assumes implementation of United's Traditional PDL
 - Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.
 - Calculation of the guaranteed rebate amount will exclude ineligible claims including:
 - claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims)
 - claims approved by formulary exception
 - claims not covered by Customer's benefit design or PDL
 - claims receiving 340B pricing
 - long term care pharmacy claims
 - federal government pharmacy claims
 - claims for non-FDA approved products
 - compound drug claims
 - consumer card or discount card program claims
 - direct member reimbursement claims
 - Vaccines are excluded from the claim counts.
 - Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the introduction of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.
- United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:
- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
 - in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
 - if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates
 - United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
 - Specialty rebates are included in the guaranteed retail per-script rebates above.
 - Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.
 - If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

- Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.

Credits and Allowances

- **Administrative Fee Credit:** In addition to the guaranteed Rebates, Customer will receive an administrative fee credit. Under this arrangement, Rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2024 through 12/31/2024 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.
- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
- Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.
- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- Pricing and guarantees assume enrollment of 353 Employees and 779 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.
- The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.
- All pricing guarantees require the selection of United as the exclusive mail provider.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.

- United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

Brand / Generic Reconciliation Definition

- **Brand Drug:** An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee, set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria:
 - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N.
- **Generic Drug:** An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria:
 - Medi-Span Multi-Source Code ("MSC") is equal to Y.

TRRX
(03/2023)

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network and drugs for which no AWP measure exists are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Limited Distribution (LDD) status is subject to change based on manufacturer decision. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: <ol style="list-style-type: none"> a) material changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; • On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	No	14.50%	INFLAMMATORY CONDITIONS	HUMIRA	No	16.10%
ANEMIA	EPOGEN	No	13.30%	INFLAMMATORY CONDITIONS	ILUMYA	No	14.10%
ANEMIA	PROCRIT	No	13.60%	INFLAMMATORY CONDITIONS	KEVZARA	No	9.90%
ANEMIA	RETACRIT	No	14.10%	INFLAMMATORY CONDITIONS	KINERET	Yes	13.50%
ANTICONVULSANT	DIACOMIT	Yes	12.50%	INFLAMMATORY CONDITIONS	OLUMIANT	Yes	12.50%

ANTICONVULSANT	EPIDIOLEX	Yes	12.50%	INFLAMMATORY CONDITIONS	OPZELURA	No	10.90%
ANTICONVULSANT	FINTEPLA	Yes	10.40%	INFLAMMATORY CONDITIONS	ORENCIA	No	14.20%
ANTIHYPERLIPIDE MIC	JUXTAPID	Yes	13.20%	INFLAMMATORY CONDITIONS	OTEZLA	No	14.00%
ANTI-INFECTIVE	ARIKAYCE	Yes	13.00%	INFLAMMATORY CONDITIONS	RIDAURA	No	14.10%
ANTI-INFECTIVE	DARAPRIM	Yes	12.50%	INFLAMMATORY CONDITIONS	RINVOQ	No	14.10%
ANTI-INFECTIVE	PYRIMETHA MINE	Yes	12.50%	INFLAMMATORY CONDITIONS	SILIQ	Yes	11.40%
ANTIVIRAL	LIVTENCITY	Yes	13.00%	INFLAMMATORY CONDITIONS	SIMPONI	No	14.10%
ASTHMA	FASENRA	Yes	12.50%	INFLAMMATORY CONDITIONS	SKYRIZI	No	18.10%
ASTHMA	NUCALA	Yes	12.50%	INFLAMMATORY CONDITIONS	STELARA	No	16.10%
ASTHMA	XOLAIR	Yes	12.50%	INFLAMMATORY CONDITIONS	TALTZ	No	11.40%
CARDIOVASCULAR	DROXIDOPA	Yes	33.00%	INFLAMMATORY CONDITIONS	TREMFYA	No	14.10%
CARDIOVASCULAR	NORTHERA	Yes	14.00%	INFLAMMATORY CONDITIONS	XELJANZ	No	14.10%
CARDIOVASCULAR	VYNDAMAX	Yes	15.20%	INFLAMMATORY CONDITIONS	XELJANZ XR	No	14.10%
CARDIOVASCULAR	VYNDAQEL	Yes	12.50%	IRON OVERLOAD	DEFERASIROX	Yes	66.40%
CNS AGENTS	AUSTEDO	No	13.50%	IRON OVERLOAD	EXJADE	Yes	12.10%
CNS AGENTS	ENSPRYNG	Yes	11.90%	IRON OVERLOAD	FERRIPROX	Yes	12.50%
CNS AGENTS	EXSERVAN	Yes	13.50%	IRON OVERLOAD	JADENU	No	13.50%
CNS AGENTS	FIRDAPSE	Yes	10.40%	LIVER DISEASE	OCALIVA	Yes	15.00%
CNS AGENTS	HETLIOZ	Yes	14.00%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Yes	13.50%
CNS AGENTS	INGREZZA	Yes	13.00%	MOOD DISORDER DRUGS	SPRAVATO	No	13.50%
CNS AGENTS	RILUTEK	No	13.50%	MULTIPLE SCLEROSIS	AMPYRA	Yes	11.70%
CNS AGENTS	RILUZOLE	No	92.60%	MULTIPLE SCLEROSIS	AUBAGIO	Yes	12.50%
CNS AGENTS	RUZURGI	No	11.40%	MULTIPLE SCLEROSIS	AVONEX	No	14.00%
CNS AGENTS	SABRIL	Yes	16.10%	MULTIPLE SCLEROSIS	BAFIERTAM	Yes	14.00%
CNS AGENTS	TETRABENA ZINE	No	48.50%	MULTIPLE SCLEROSIS	BETASERON	No	14.10%
CNS AGENTS	TIGLUTIK	Yes	10.40%	MULTIPLE SCLEROSIS	COPAXONE	No	14.70%
CNS AGENTS	VIGABATRIN	No	17.60%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Yes	92.80%
CNS AGENTS	VIGADRONE	Yes	16.60%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Yes	79.40%
CNS AGENTS	XENAZINE	Yes	15.50%	MULTIPLE SCLEROSIS	EXTAVIA	No	14.10%
CNS AGENTS	XYREM	Yes	6.30%	MULTIPLE SCLEROSIS	GILENYA	No	14.00%
CNS AGENTS	XYWAV	Yes	7.30%	MULTIPLE SCLEROSIS	GLATIRAMER	No	79.40%
CYSTIC FIBROSIS	BETHKIS	No	11.40%	MULTIPLE SCLEROSIS	GLATOPA	No	79.40%
CYSTIC FIBROSIS	CAYSTON	Yes	14.50%	MULTIPLE SCLEROSIS	KESIMPTA	No	14.00%
CYSTIC FIBROSIS	KALYDECO	Yes	13.50%	MULTIPLE SCLEROSIS	MAVENCLAD	Yes	14.00%
CYSTIC FIBROSIS	KITABIS PAK	No	12.50%	MULTIPLE SCLEROSIS	MAYZENT	Yes	14.00%

CYSTIC FIBROSIS	ORKAMBI	Yes	13.50%	MULTIPLE SCLEROSIS	PLEGRIDY	Yes	13.50%
CYSTIC FIBROSIS	PULMOZYME	Yes	15.00%	MULTIPLE SCLEROSIS	PONVORY	Yes	10.90%
CYSTIC FIBROSIS	SYMDEKO	Yes	13.50%	MULTIPLE SCLEROSIS	REBIF	No	14.00%
CYSTIC FIBROSIS	TOBI	No	13.80%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	No	14.00%
CYSTIC FIBROSIS	TOBI PODHALER	No	13.80%	MULTIPLE SCLEROSIS	TECFIDERA	Yes	14.00%
CYSTIC FIBROSIS	TOBRAMYCIN	No	69.10%	MULTIPLE SCLEROSIS	VUMERITY	Yes	12.50%
CYSTIC FIBROSIS	TRIKAFTA	Yes	13.50%	MULTIPLE SCLEROSIS	ZEPOSIA	Yes	12.50%
ENDOCRINE	BUPHENYL	No	14.80%	MUSCULOSKELETAL AGENTS	EVRYSDI	Yes	7.30%
ENDOCRINE	BYNFEZIA	No	8.30%	MUSCULOSKELETAL AGENTS	VOXZOGO	Yes	11.40%
ENDOCRINE	CARBAGLU	Yes	7.30%	NARCOLEPSY	WAKIX	Yes	13.50%
ENDOCRINE	CHENODAL	Yes	9.40%	NEUTROPENIA	FULPHILA	No	13.80%
ENDOCRINE	CLOVIQUE	No	33.00%	NEUTROPENIA	GRANIX	No	13.80%
ENDOCRINE	CORTROPHIN	Yes	10.40%	NEUTROPENIA	LEUKINE	No	13.80%
ENDOCRINE	CUPRIMINE	No	14.10%	NEUTROPENIA	NEULASTA	No	13.80%
ENDOCRINE	CYSTADANE	Yes	10.40%	NEUTROPENIA	NEUPOGEN	No	13.80%
ENDOCRINE	CYSTADROPS	Yes	10.40%	NEUTROPENIA	NIVESTYM	No	13.80%
ENDOCRINE	CYSTARAN	Yes	13.00%	NEUTROPENIA	NYVEPRIA	No	11.40%
ENDOCRINE	DEPEN TITRATABS	No	14.00%	NEUTROPENIA	UDENYCA	No	13.80%
ENDOCRINE	D-PENAMINE	No	13.00%	NEUTROPENIA	ZARXIO	No	13.80%
ENDOCRINE	EGRIFTA	Yes	13.50%	NEUTROPENIA	ZIEXTENZO	No	13.50%
ENDOCRINE	FIRMAGON	No	13.50%	ONCOLOGY - INJECTABLE	ELIGARD	No	12.60%
ENDOCRINE	GATTEX	Yes	14.80%	ONCOLOGY - INJECTABLE	INTRON A	Yes	13.50%
ENDOCRINE	H.P. ACTHAR	Yes	13.50%	ONCOLOGY - INJECTABLE	LEUPROLIDE	No	62.90%
ENDOCRINE	IMCIVREE	Yes	13.50%	ONCOLOGY - INJECTABLE	SYNRIBO	Yes	13.80%
ENDOCRINE	ISTURISA	Yes	10.40%	ONCOLOGY - ORAL	ABIRATERONE	No	82.50%
ENDOCRINE	JYNARQUE	Yes	12.50%	ONCOLOGY - ORAL	AFINITOR	No	14.10%
ENDOCRINE	KEVEYIS	Yes	13.00%	ONCOLOGY - ORAL	AFINITOR DISPERZ	No	14.10%
ENDOCRINE	KORLYM	Yes	11.40%	ONCOLOGY - ORAL	ALECENSA	Yes	14.10%
ENDOCRINE	KUVAN	Yes	12.70%	ONCOLOGY - ORAL	ALKERAN	No	15.40%
ENDOCRINE	LANREOTIDE	Yes	10.40%	ONCOLOGY - ORAL	ALUNBRIG	Yes	11.90%
ENDOCRINE	MYALEPT	Yes	7.30%	ONCOLOGY - ORAL	AYVAKIT	Yes	14.50%
ENDOCRINE	MYCAPSSA	Yes	11.40%	ONCOLOGY - ORAL	BALVERSA	Yes	13.50%
ENDOCRINE	NATPARA	Yes	13.20%	ONCOLOGY - ORAL	BEXAROTENE	No	33.50%
ENDOCRINE	NITYR	Yes	13.00%	ONCOLOGY - ORAL	BOSULIF	Yes	13.50%
ENDOCRINE	OCTREOTIDE ACETATE	No	56.80%	ONCOLOGY - ORAL	BRAFTOVI	Yes	14.00%
ENDOCRINE	PENICILLAMINE	No	33.00%	ONCOLOGY - ORAL	BRUKINSA	Yes	13.00%
ENDOCRINE	PROCYSBI	Yes	7.30%	ONCOLOGY - ORAL	CABOMETYX	Yes	12.50%

ENDOCRINE	RAVICTI	Yes	15.00%	ONCOLOGY - ORAL	CALQUENCE	Yes	13.50%
ENDOCRINE	SAMSCA	Yes	13.50%	ONCOLOGY - ORAL	CAPECITABINE	No	82.50%
ENDOCRINE	SANDOSTATIN	No	13.80%	ONCOLOGY - ORAL	CAPRELSA	Yes	9.40%
ENDOCRINE	SAPROPTERIN	Yes	41.30%	ONCOLOGY - ORAL	COMETRIQ	Yes	13.00%
ENDOCRINE	SIGNIFOR	Yes	7.30%	ONCOLOGY - ORAL	COPIKTRA	Yes	14.50%
ENDOCRINE	SODIUM PHENYLBUTYRATE	No	33.00%	ONCOLOGY - ORAL	COTELLIC	Yes	12.50%
ENDOCRINE	SOMATULINE DEPOT	Yes	13.50%	ONCOLOGY - ORAL	DAURISMO	Yes	12.50%
ENDOCRINE	SOMAVERT	Yes	10.60%	ONCOLOGY - ORAL	ERIVEDGE	Yes	12.50%
ENDOCRINE	SYPRINE	No	13.50%	ONCOLOGY - ORAL	ERLEADA	No	13.50%
ENDOCRINE	THIOLA	Yes	11.40%	ONCOLOGY - ORAL	ERLOTINIB	Yes	33.00%
ENDOCRINE	TOLVAPTAN	Yes	33.00%	ONCOLOGY - ORAL	ETOPOSIDE	No	33.00%
ENDOCRINE	TRIENTINE	No	84.50%	ONCOLOGY - ORAL	EVEROLIMUS	No	45.40%
ENDOCRINE	XERMELO	Yes	13.00%	ONCOLOGY - ORAL	EXKIVITY	Yes	13.00%
ENDOCRINE	XURIDEN	Yes	12.50%	ONCOLOGY - ORAL	FARYDAK	Yes	11.40%
ENZYME DEFICIENCY	CHOLBAM	Yes	4.20%	ONCOLOGY - ORAL	FOTIVDA	Yes	13.20%
ENZYME DEFICIENCY	CYSTAGON	Yes	10.90%	ONCOLOGY - ORAL	GAVRETO	Yes	12.50%
ENZYME DEFICIENCY	GALAFOLD	Yes	14.00%	ONCOLOGY - ORAL	GILOTRIF	Yes	7.30%
ENZYME DEFICIENCY	MIGLUSTAT	No	33.00%	ONCOLOGY - ORAL	GLEEVEC	No	15.40%
ENZYME DEFICIENCY	NITISINONE	Yes	33.00%	ONCOLOGY - ORAL	GLEOSTINE	No	15.40%
ENZYME DEFICIENCY	ORFADIN	Yes	2.20%	ONCOLOGY - ORAL	HYCANTIN	No	14.80%
ENZYME DEFICIENCY	PALYNZIQ	Yes	11.40%	ONCOLOGY - ORAL	IBRANCE	Yes	14.00%
ENZYME DEFICIENCY	STRENSIQ	Yes	11.30%	ONCOLOGY - ORAL	ICLUSIG	Yes	12.70%
ENZYME DEFICIENCY	SUCRAID	Yes	12.20%	ONCOLOGY - ORAL	IDHIFA	No	14.50%
ENZYME DEFICIENCY	TEGSEDI	Yes	7.30%	ONCOLOGY - ORAL	IMATINIB MESYLATE	No	92.30%
ENZYME DEFICIENCY	ZAVESCA	Yes	7.30%	ONCOLOGY - ORAL	IMBRUVICA	Yes	14.00%
GAUCHERS DISEASE	CERDELGA	Yes	13.50%	ONCOLOGY - ORAL	INLYTA	Yes	13.60%
GENETIC DISORDER	DOJOLVI	Yes	15.00%	ONCOLOGY - ORAL	INQOVI	Yes	10.40%
GENETIC DISORDER	ZOKINVY	Yes	13.50%	ONCOLOGY - ORAL	INREBIC	Yes	12.50%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	No	14.10%	ONCOLOGY - ORAL	IRESSA	Yes	14.50%
GROWTH HORMONE DEFICIENCY	HUMATROPE	No	14.70%	ONCOLOGY - ORAL	JAKAFI	Yes	12.50%
GROWTH HORMONE DEFICIENCY	INCRELEX	Yes	13.50%	ONCOLOGY - ORAL	KISQALI	Yes	14.50%

GROWTH HORMONE DEFICIENCY	NORDITROPIN	No	16.00%	ONCOLOGY - ORAL	KISQALI FEMARA	Yes	15.00%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	No	14.20%	ONCOLOGY - ORAL	KOSELUGO	Yes	13.70%
GROWTH HORMONE DEFICIENCY	OMNITROPE	No	14.50%	ONCOLOGY - ORAL	LAPATINIB	Yes	33.00%
GROWTH HORMONE DEFICIENCY	SAIZEN	No	17.50%	ONCOLOGY - ORAL	LENALIDOMIDE	Yes	33.00%
GROWTH HORMONE DEFICIENCY	SEROSTIM	Yes	13.50%	ONCOLOGY - ORAL	LENVIMA	Yes	14.50%
GROWTH HORMONE DEFICIENCY	SKYTROFA	No	11.40%	ONCOLOGY - ORAL	LONSURF	Yes	12.50%
GROWTH HORMONE DEFICIENCY	ZOMACTON	No	14.70%	ONCOLOGY - ORAL	LORBRENA	Yes	11.40%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Yes	13.00%	ONCOLOGY - ORAL	LUMAKRAS	Yes	12.50%
HEMATOLOGIC	BERINERT	Yes	12.50%	ONCOLOGY - ORAL	LYNPARZA	Yes	12.20%
HEMATOLOGIC	CABLIVI	Yes	13.50%	ONCOLOGY - ORAL	MATULANE	Yes	13.00%
HEMATOLOGIC	CINRYZE	Yes	14.50%	ONCOLOGY - ORAL	MEKINIST	Yes	11.40%
HEMATOLOGIC	DOPTELET	Yes	13.50%	ONCOLOGY - ORAL	MEKTOVI	Yes	14.00%
HEMATOLOGIC	FIRAZYR	Yes	14.30%	ONCOLOGY - ORAL	MELPHALAN	No	33.00%
HEMATOLOGIC	HAEGARDA	Yes	12.50%	ONCOLOGY - ORAL	MESNEX	No	14.00%
HEMATOLOGIC	ICATIBANT	Yes	33.00%	ONCOLOGY - ORAL	NERLYNX	Yes	14.30%
HEMATOLOGIC	MOZOBIL	No	13.50%	ONCOLOGY - ORAL	NEXAVAR	Yes	12.50%
HEMATOLOGIC	MULPLETA	No	13.50%	ONCOLOGY - ORAL	NILANDRON	No	15.00%
HEMATOLOGIC	OXBRYTA	Yes	11.90%	ONCOLOGY - ORAL	NILUTAMIDE	No	40.40%
HEMATOLOGIC	PROMACTA	Yes	13.50%	ONCOLOGY - ORAL	NINLARO	No	13.50%
HEMATOLOGIC	REZUROCK	Yes	13.20%	ONCOLOGY - ORAL	NUBEQA	Yes	13.50%
HEMATOLOGIC	RUCONEST	Yes	13.20%	ONCOLOGY - ORAL	ODOMZO	No	13.80%
HEMATOLOGIC	SAJAZIR	Yes	22.80%	ONCOLOGY - ORAL	ONUREG	No	11.90%
HEMATOLOGIC	TAKHZYRO	Yes	13.50%	ONCOLOGY - ORAL	ORGOVYX	Yes	14.30%
HEMATOLOGIC	TAVALISSE	Yes	13.50%	ONCOLOGY - ORAL	PEMAZYRE	Yes	14.00%
HEMOPHILIA - INFUSED	ADVATE	No	43.20%	ONCOLOGY - ORAL	PIQRAY	No	11.90%
HEMOPHILIA - INFUSED	ADYNOVATE	No	34.10%	ONCOLOGY - ORAL	POMALYST	Yes	13.00%
HEMOPHILIA - INFUSED	AFSTYLA	No	34.00%	ONCOLOGY - ORAL	PURIXAN	No	12.50%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	No	42.00%	ONCOLOGY - ORAL	QINLOCK	Yes	14.50%
HEMOPHILIA - INFUSED	ALPHANINE SD	No	49.30%	ONCOLOGY - ORAL	RETEVMO	Yes	12.50%

HEMOPHILIA - INFUSED	ALPROLIX	No	13.50%	ONCOLOGY - ORAL	REVLIMID	Yes	14.80%
HEMOPHILIA - INFUSED	BENEFIX	No	14.50%	ONCOLOGY - ORAL	ROZLYTREK	No	15.40%
HEMOPHILIA - INFUSED	COAGADEX	Yes	30.00%	ONCOLOGY - ORAL	RUBRACA	Yes	14.50%
HEMOPHILIA - INFUSED	CORIFACT	No	27.90%	ONCOLOGY - ORAL	RYDAPT	No	15.40%
HEMOPHILIA - INFUSED	ELOCTATE	No	27.90%	ONCOLOGY - ORAL	SCEMBLIX	No	11.40%
HEMOPHILIA - INFUSED	ESPEROCT	No	22.80%	ONCOLOGY - ORAL	SPRYCEL	No	15.40%
HEMOPHILIA - INFUSED	FEIBA	No	40.20%	ONCOLOGY - ORAL	STIVARGA	Yes	11.90%
HEMOPHILIA - INFUSED	HEMOPIL M	No	44.40%	ONCOLOGY - ORAL	SUNITINIB	Yes	33.00%
HEMOPHILIA - INFUSED	HUMATE-P	No	37.10%	ONCOLOGY - ORAL	SUTENT	Yes	14.80%
HEMOPHILIA - INFUSED	IDELVION	No	13.50%	ONCOLOGY - ORAL	TABLOID	No	15.40%
HEMOPHILIA - INFUSED	IXINITY	No	13.50%	ONCOLOGY - ORAL	TABRECTA	No	12.50%
HEMOPHILIA - INFUSED	JIVI	No	22.80%	ONCOLOGY - ORAL	TAFINLAR	Yes	13.50%
HEMOPHILIA - INFUSED	KOATE	No	42.30%	ONCOLOGY - ORAL	TAGRISSO	Yes	13.50%
HEMOPHILIA - INFUSED	KOATE-DVI	No	42.30%	ONCOLOGY - ORAL	TALZENNA	Yes	13.50%
HEMOPHILIA - INFUSED	KOGENATE FS	No	47.30%	ONCOLOGY - ORAL	TARCEVA	Yes	15.30%
HEMOPHILIA - INFUSED	KOVALTRY	No	45.70%	ONCOLOGY - ORAL	TARGETIN	No	14.00%
HEMOPHILIA - INFUSED	MONONINE	No	31.40%	ONCOLOGY - ORAL	TASIGNA	Yes	13.50%
HEMOPHILIA - INFUSED	NOVOEIGHT	No	44.30%	ONCOLOGY - ORAL	TAZVERIK	Yes	13.70%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	No	38.30%	ONCOLOGY - ORAL	TEMODAR	No	14.80%
HEMOPHILIA - INFUSED	NUWIQ	No	48.20%	ONCOLOGY - ORAL	TEMOZOLOMIDE	No	59.20%
HEMOPHILIA - INFUSED	PROFILNINE	No	30.00%	ONCOLOGY - ORAL	TEPMETKO	Yes	12.50%
HEMOPHILIA - INFUSED	REBINYN	No	17.60%	ONCOLOGY - ORAL	THALOMID	Yes	14.80%
HEMOPHILIA - INFUSED	RECOMBINATE	No	41.30%	ONCOLOGY - ORAL	TIBSOVO	Yes	13.50%
HEMOPHILIA - INFUSED	RIXUBIS	No	13.70%	ONCOLOGY - ORAL	TRETINOIN	No	84.50%
HEMOPHILIA - INFUSED	SEVENFACT	No	22.80%	ONCOLOGY - ORAL	TRUSELTIQ	Yes	13.00%
HEMOPHILIA - INFUSED	TRETTEN	Yes	14.40%	ONCOLOGY - ORAL	TUKYSA	Yes	13.70%
HEMOPHILIA - INFUSED	VONVENDI	Yes	12.50%	ONCOLOGY - ORAL	TURALIO	Yes	14.00%
HEMOPHILIA - INFUSED	WILATE	No	42.30%	ONCOLOGY - ORAL	TYKERB	Yes	14.80%
HEMOPHILIA - INFUSED	XYNTHA	No	38.40%	ONCOLOGY - ORAL	UKONIQ	Yes	12.50%
HEMOPHILIA - INJECTABLE	HEMLIBRA	Yes	12.50%	ONCOLOGY - ORAL	VENCLEXTA	Yes	12.50%
HEPATITIS B	ADEFOVIR DIPIVOXIL	No	33.00%	ONCOLOGY - ORAL	VERZENIO	Yes	15.20%
HEPATITIS B	BARACLUDE	No	13.80%	ONCOLOGY - ORAL	VITRAKVI	Yes	14.50%
HEPATITIS B	EMPAVELI	Yes	13.50%	ONCOLOGY - ORAL	VIZIMPRO	Yes	8.30%
HEPATITIS B	ENTECAVIR	No	83.50%	ONCOLOGY - ORAL	VOTRIENT	Yes	13.50%

HEPATITIS B	EPIVIR HBV	No	14.30%	ONCOLOGY - ORAL	WELIREG	Yes	13.20%
HEPATITIS B	HEPSERA	No	13.70%	ONCOLOGY - ORAL	XALKORI	Yes	11.90%
HEPATITIS B	LAMIVUDINE HBV	No	33.00%	ONCOLOGY - ORAL	XELODA	No	15.40%
HEPATITIS B	VEMLIDY	No	13.30%	ONCOLOGY - ORAL	XOSPATA	Yes	14.50%
HEPATITIS C	EPCLUSA	No	14.00%	ONCOLOGY - ORAL	XPOVIO	Yes	14.30%
HEPATITIS C	HARVONI	No	15.00%	ONCOLOGY - ORAL	XTANDI	Yes	13.50%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	No	15.00%	ONCOLOGY - ORAL	YONSA	No	15.40%
HEPATITIS C	MAVYRET	No	14.00%	ONCOLOGY - ORAL	ZEJULA	Yes	13.70%
HEPATITIS C	PEGASYS	No	16.50%	ONCOLOGY - ORAL	ZELBORAF	Yes	13.00%
HEPATITIS C	PEGINTRON	No	17.50%	ONCOLOGY - ORAL	ZOLINZA	No	14.80%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	No	14.00%	ONCOLOGY - ORAL	ZYDELIG	Yes	14.50%
HEPATITIS C	SOVALDI	No	14.00%	ONCOLOGY - ORAL	ZYKADIA	Yes	13.00%
HEPATITIS C	VIEKIRA PAK	No	13.50%	ONCOLOGY - ORAL	ZYTIGA	No	13.50%
HEPATITIS C	VOSEVI	No	14.00%	ONCOLOGY - TOPICAL	TARGRETIN	No	14.00%
HEPATITIS C	ZEPATIER	No	13.90%	ONCOLOGY - TOPICAL	VALCHLOR	Yes	9.90%
HEPATOLOGY	BYLVAY	Yes	11.40%	OPHTHALMIC	OXERVATE	Yes	12.50%
HEREDITARY ANGIOEDEMA	ORLADEYO	Yes	13.00%	OSTEOPOROSIS	FORTEO	No	13.90%
IMMUNE MODULATOR	ACTIMMUNE	Yes	14.30%	OSTEOPOROSIS	TERIPARATIDE	No	13.50%
IMMUNE MODULATOR	ARCALYST	Yes	15.00%	OSTEOPOROSIS	TYMLOS	No	13.30%
IMMUNOLOGICAL AGENTS	LUPKYNIS	Yes	14.30%	PARKINSONS DISEASE	APOKYN	Yes	11.50%
IMMUNOLOGICAL AGENTS	PALFORZIA	Yes	9.40%	PARKINSONS DISEASE	INBRIJA	Yes	12.50%
IMMUNOLOGICAL AGENTS	TAVNEOS	Yes	14.10%	PARKINSONS DISEASE	KYNMOBI	Yes	9.40%
INFERTILITY	CETROTIDE	No	17.20%	PULMONARY DISEASE	ESBRIET	Yes	13.50%
INFERTILITY	CHORIONIC GONADOTROPIN	No	69.60%	PULMONARY DISEASE	OFEV	Yes	12.50%
INFERTILITY	FOLLISTIM AQ	No	24.30%	PULMONARY HYPERTENSION	ADCIRCA	No	13.50%
INFERTILITY	GANIRELIX ACETATE	No	16.60%	PULMONARY HYPERTENSION	ADEMPAS	Yes	13.50%
INFERTILITY	GONAL-F	No	22.90%	PULMONARY HYPERTENSION	ALYQ	No	58.80%
INFERTILITY	GONAL-F RFF	No	22.90%	PULMONARY HYPERTENSION	AMBRISENTAN	Yes	58.80%
INFERTILITY	MENOPUR	No	16.80%	PULMONARY HYPERTENSION	BOSENTAN	Yes	33.00%
INFERTILITY	NOVAREL	No	33.00%	PULMONARY HYPERTENSION	LETAIRIS	Yes	12.70%
INFERTILITY	OVIDREL	No	17.20%	PULMONARY HYPERTENSION	OPSUMIT	Yes	13.70%
INFERTILITY	PREGNYL	No	33.00%	PULMONARY HYPERTENSION	ORENITRAM	Yes	13.50%
INFLAMMATORY CONDITIONS	ACTEMRA	No	14.20%	PULMONARY HYPERTENSION	REVATIO	No	13.30%

INFLAMMATORY CONDITIONS	ADBRY	Yes	10.40%	PULMONARY HYPERTENSION	SILDENAFIL	No	95.70%
INFLAMMATORY CONDITIONS	CIBINQO	No	13.50%	PULMONARY HYPERTENSION	TADALAFIL	No	33.00%
INFLAMMATORY CONDITIONS	CIMZIA	No	15.50%	PULMONARY HYPERTENSION	TRACLEER	Yes	13.50%
INFLAMMATORY CONDITIONS	COSENTYX	No	13.50%	PULMONARY HYPERTENSION	TYVASO	Yes	13.00%
INFLAMMATORY CONDITIONS	DUPIXENT	No	14.10%	PULMONARY HYPERTENSION	UPTRAVI	Yes	14.80%
INFLAMMATORY CONDITIONS	EMFLAZA	Yes	10.90%	PULMONARY HYPERTENSION	VENTAVIS*	Yes	13.00%
INFLAMMATORY CONDITIONS	ENBREL	No	14.50%				

*Includes Nebulizer

6/2022

FINANCIAL RENEWAL AND TERMS AMENDMENT


This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and City of Burleson ("Customer"), Contract No. 906435, and is effective on January 1, 2022 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

City of Burleson
By 
Authorized Signature
Print Name Bryan Langley
Print Title City Manager
Date 9/7/21

United HealthCare Services, Inc.
By 
Authorized Signature
Print Name Dan Rocha
Print Title Regional Contract Manager
Date 9/14/2021

Renewal 4Q 2020

The Administrative Services Agreement is amended on the Effective Date as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

1. Effective January 1, 2022, the definition of Proprietary Business Information in Section 1 – Definitions is replaced in its entirety with the following definition:

Confidential Information: Information disclosed or made available by a Party in connection with this Agreement, including without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Customer and United, (b) information either obtained from a third party or already in a receiving Party's possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Confidential Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

2. Effective January 1, 2022, Section 4.2 Access to Information is replaced entirely with the following:

Section 4.2 Use of Confidential Information. Neither Party may disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) United may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide services under this Agreement, (ii) Customer will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by Law, (iii) Customer may only use United's Confidential Information for Plan administration purposes and (iv) before United's Confidential Information can be disclosed, United may require a mutually agreed upon confidentiality agreement consistent with Law.

Neither party may sell, license or grant any other rights to the other Party's Confidential Information.

If a Party is requested or required to disclose Confidential Information by subpoena, legal process or applicable law, including public records acts, such Party shall (to the extent permitted by law), provide the other Party with immediate written notice of that request or requirement. Such Party shall reasonably cooperate in any efforts by the other Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of that disclosure request or requirement. If a protective order or other remedy is not obtained, such Party shall furnish only that portion of the Confidential Information that is legally required.

If Customer requests that United provide information about the Plan that is in United's possession after the Agreement terminates and any applicable run out period has expired, then United may, in its discretion, provide such information subject to a fee.

EXHIBIT B - FEES

Contract Number 906435

The following financial terms are effective for the period January 1, 2022 through December 31, 2023.

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Standard Medical Service Fees

January 1, 2022 through December 31, 2022

The Standard Medical Fees are based upon an estimated minimum of 313 enrolled Employees.

The Standard Medical Service Fees are the sum of the following:

- \$5.44 per Employee per month covered under the Choice HSA and Choice portion(s) of the Plan.
- Average Contract Size: 2.27

January 1, 2023 through December 31, 2023

The Standard Medical Fees are based upon an estimated minimum of 313 enrolled Employees.

The Standard Medical Service Fees are the sum of the following:

- \$4.56 per Employee per month covered under the Choice HSA and Choice portion(s) of the Plan.
- Average Contract Size: 2.27

Pharmacy Administrative Fee Credit

January 1, 2022 through December 31, 2022

- The Standard Medical Services Fees reflect a credit in the amount of \$40.93 per Employee per month.

January 1, 2023 through December 31, 2023

- The Standard Medical Services Fees reflect a credit in the amount of \$41.81 per Employee per month.

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit B. United uses Medi-Span's national drug data file as the source for Average Wholesale Price information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies. United will not use two or more pricing sources simultaneously for a given claim.

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery <ul style="list-style-type: none"> • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims. 	Fee not to exceed 24% of the gross recovery amount
Credit Balance Recovery	Fee not to exceed 10% of the gross recovery amount.

<ul style="list-style-type: none"> Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. On-site at hospitals and facilities. Post-adjudicated claims. 	
Focused Claim Review <ul style="list-style-type: none"> Review of claims for inappropriate billing of services not documented in clinical notes. Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims. 	Fee not to exceed 22% of the gross recovery amount.
Fraud, Waste, and Abuse Management <ul style="list-style-type: none"> Detection and recovery of wasteful, abusive, and/or fraudulent claims. Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. Pre-adjudicated claims or post-adjudicated claims. 	Fee not to exceed 22% of the gross recovery or prevented amount
Hospital Bill and Premium Audit Services <ul style="list-style-type: none"> In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. Post-adjudicated claims. 	Fee not to exceed 22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries <ul style="list-style-type: none"> Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. Pre-adjudicated claims or post-adjudication claims. 	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
Third Party Liability (Subrogation and Injury Coverage Coordination) <ul style="list-style-type: none"> Services to prevent the payment of Plan Benefits, or recover Plan Benefits, which should be paid by a third party. Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. Pre-adjudicated claims or post-adjudicated. claims. Customer will not engage any entity except United to provide such services without prior United approval. 	Fee not to exceed 33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Shared Savings	<p>Customer will pay a fee equal to 29% of the Savings Obtained as a result of the Shared Savings Program.</p> <p>The savings used to calculate the fee per individual claim for Shared Savings will not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>

External Reviews	If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer's total enrollment, a fee of \$500 will apply per review.
Pharmacy Benefit Rebates - Termination	Pursuant to the termination section of the Agreement, if Customer terminates the Pharmacy Benefit Services portion of this Agreement only during the Term of the Agreement and termination is for any reason other than for cause, United may retain all Rebates that have not been remitted to Customer as of the effective date of such termination.

Communication Credit

United will provide a communication credit to help Customer mitigate costs associated with communications to Participants. The communication credit will be paid through a credit to Customer's fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. If Customer terminates the Agreement prior to 12/31/2023, Customer will pay United a prorated portion of this credit.

\$10,000 Communication credit in 2022

\$10,000 Communication credit in 2023

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to 12/31/2023, Customer will pay United a prorated portion of this credit.

\$30,000 Wellness allowance in 2022

\$30,000 Wellness allowance in 2023

Other

A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate.

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2021 through December 31, 2023 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria			01/01/2022	01/01/2023
	Combined Discount Guarantee - Standard Select/CVS Network			
	Retail Brand, Average Wholesale Price (AWP) less		20.0%	20.0%
	Retail Brand -- 90 Day Supply, AWP less		24.0%	24.0%
	Retail Generic - 30 and 90 Day Supply, AWP less		82.0%	82.0%
	Mail Order Brand, AWP less		26.2%	26.2%
	Mail Order Generic, AWP less		84.0%	84.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount of AWP by each component and adding the amounts together.			
	Dispensing Fees - Standard Select/CVS Network			
	Retail Brand - 30 Day		\$0.55	\$0.55
	Retail Brand -- 90 Day Supply		\$0.30	\$0.30
Retail Generic - 30 Day		\$0.55	\$0.55	
Retail Generic -- 90 Day Supply		\$0.30	\$0.30	

	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee (Traditional PDL)			
	Basis, per script		Brand	Brand
	Retail - 30 and 90 Day		\$228.80	\$254.90
	Mail Order		\$499.79	\$563.30
	Specialty	Included In Retail	Included In Retail	Included In Retail
	Credits and Allowances			
	Rebate Fee Credit (PEPM)		\$40.93	\$41.81
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount & Dispense Fee Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. • The Arrangement excludes vaccines. • The Arrangement includes usual & customary claims, long term care facility claims, veterans' affairs facility claims, over-the-counter claims. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL 			

- Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.
- Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer, claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, consumer card or discount card program claims and direct member reimbursement claims.
- Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of rebates available due to the introduction of any new product (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of WAC on a Brand Drug subject to Rebates.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level
- if the percentage of enrolled pharmacy members with coverage access to authorized brand alternatives exceeds 10%
- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
- if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates
- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
- Specialty rebates are included in the guaranteed retail per-script rebates above.
- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.
- If Customer terminates pharmacy benefit services with United prior to 12/31/2023, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.
- Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.
- Vaccines are excluded from the claim counts.

Credits and Allowances

- Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2022 through 12/31/202 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.
- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- Pricing and guarantees assume enrollment of 313 Employees and 710 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

- The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.

- All pricing guarantees require the selection of United as the exclusive mail provider.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.

- United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

TRRX (01/2021)

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order).

- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
- United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark
- On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.5%	INFLAMMATORY CONDITIONS	RINVOQ	14.1%
ANEMIA	EPOGEN	13.3%	INFLAMMATORY CONDITIONS	SILIQ	11.4%
ANEMIA	PROCRIT	13.6%	INFLAMMATORY CONDITIONS	SIMPONI	14.1%
ANEMIA	RETACRIT	14.1%	INFLAMMATORY CONDITIONS	SKYRIZI	18.1%
ANTICONVULSANT	DIACOMIT	12.5%	INFLAMMATORY CONDITIONS	STELARA	14.1%
ANTICONVULSANT	EPIDIOLEX	12.5%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ANTIHYPERLIPIDEMIC	JUXTAPID	13.2%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%
ANTI-INFECTIVE	ARIKAYCE	13.0%	INFLAMMATORY CONDITIONS	XELJANZ	14.1%
ANTI-INFECTIVE	DARAPRIM	12.5%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.1%
ANTI-INFECTIVE	PYRIMETHAMINE	12.5%	IRON OVERLOAD	DEFERASIROX	33.1%
ASTHMA	FASENRA	12.5%	IRON OVERLOAD	EXJADE	12.1%
ASTHMA	NUCALA	14.5%	IRON OVERLOAD	FERRIPROX	12.5%
CARDIOVASCULAR	NORTHERA	14.0%	IRON OVERLOAD	JADENU	13.5%
CARDIOVASCULAR	VYNDAMAX	15.2%	LIVER DISEASE	OCALIVA	15.0%
CARDIOVASCULAR	VYNDAQEL	12.5%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
CNS AGENTS	AUSTEDO	12.5%	MOOD DISORDER DRUGS	SPRAVATO	13.5%
CNS AGENTS	FIRDAPSE	10.4%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
CNS AGENTS	HETLIOZ	14.0%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
CNS AGENTS	INGREZZA	13.0%	MULTIPLE SCLEROSIS	AVONEX	14.0%
CNS AGENTS	RILUTEK	13.5%	MULTIPLE SCLEROSIS	BETASERON	14.1%
CNS AGENTS	RILUZOLE	92.6%	MULTIPLE SCLEROSIS	COPAXONE	14.7%
CNS AGENTS	RUZURGI	11.4%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	89.7%
CNS AGENTS	SABRIL	16.1%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	33.1%
CNS AGENTS	TETRABENAZINE	41.3%	MULTIPLE SCLEROSIS	EXTAVIA	14.1%
CNS AGENTS	TIGLUTIK	6.0%	MULTIPLE SCLEROSIS	GILENYA	14.0%
CNS AGENTS	VIGABATRIN	17.6%	MULTIPLE SCLEROSIS	GLATIRAMER	69.7%

CNS AGENTS	VIGADRONE	16.6%	MULTIPLE SCLEROSIS	GLATOPA	69.1%
CNS AGENTS	XENAZINE	15.5%	MULTIPLE SCLEROSIS	MAVENCLAD	14.0%
CNS AGENTS	XYREM	6.3%	MULTIPLE SCLEROSIS	MAYZENT	12.5%
CYSTIC FIBROSIS	BETHKIS	11.4%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
CYSTIC FIBROSIS	CAYSTON	14.5%	MULTIPLE SCLEROSIS	REBIF	14.0%
CYSTIC FIBROSIS	KALYDECO	13.5%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.0%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	MULTIPLE SCLEROSIS	TECFIDERA	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	MULTIPLE SCLEROSIS	VUMERITY	12.5%
CYSTIC FIBROSIS	PULMOZYME	15.0%	NARCOLEPSY	WAKIX	13.5%
CYSTIC FIBROSIS	SYMDEKO	13.5%	NEUTROPENIA	FULPHILA	13.8%
CYSTIC FIBROSIS	TOBI	13.8%	NEUTROPENIA	GRANIX	13.8%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	NEUTROPENIA	LEUKINE	13.8%
CYSTIC FIBROSIS	TOBRAMYCIN	37.2%	NEUTROPENIA	NEULASTA	13.8%
CYSTIC FIBROSIS	TRIKAFTA	13.5%	NEUTROPENIA	NEUPOGEN	13.8%
ENDOCRINE	BUPHENYL	14.8%	NEUTROPENIA	NIVESTYM	13.8%
ENDOCRINE	CARBAGLU	7.3%	NEUTROPENIA	UDENYCA	13.8%
ENDOCRINE	CHENODAL	9.4%	NEUTROPENIA	ZARXIO	13.8%
ENDOCRINE	CLOVIQUE	33.1%	NEUTROPENIA	ZIEXTENZO	13.5%
ENDOCRINE	CUPRIMINE	14.1%	ONCOLOGY - INJECTABLE	ELIGARD	12.6%
ENDOCRINE	CYSTADANE	10.4%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
ENDOCRINE	CYSTARAN	13.0%	ONCOLOGY - INJECTABLE	LEUPROLIDE	52.7%
ENDOCRINE	DEPEN TITRATABS	14.0%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
ENDOCRINE	D-PENAMINE	13.0%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
ENDOCRINE	EGRIFTA	13.5%	ONCOLOGY - ORAL	ABIRATERONE	33.1%
ENDOCRINE	FIRMAGON	13.5%	ONCOLOGY - ORAL	AFINITOR	14.1%
ENDOCRINE	GATTEX	14.8%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.1%
ENDOCRINE	H.P. ACTHAR	13.5%	ONCOLOGY - ORAL	ALECENSA	14.1%
ENDOCRINE	ISTURISA	10.4%	ONCOLOGY - ORAL	ALKERAN	15.4%
ENDOCRINE	JYNARQUE	12.5%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
ENDOCRINE	KEVEYIS	13.0%	ONCOLOGY - ORAL	AYVAKIT	14.5%
ENDOCRINE	KORLYM	11.4%	ONCOLOGY - ORAL	BALVERSA	13.5%
ENDOCRINE	KUVAN	12.7%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
ENDOCRINE	MYALEPT	7.3%	ONCOLOGY - ORAL	BOSULIF	13.5%
ENDOCRINE	NATPARA	13.2%	ONCOLOGY - ORAL	BRAFTOVI	14.0%
ENDOCRINE	NITYR	11.9%	ONCOLOGY - ORAL	CABOMETYX	12.5%
ENDOCRINE	OCTREOTIDE ACETATE	56.8%	ONCOLOGY - ORAL	CALQUENCE	13.5%
ENDOCRINE	PENICILLAMINE	33.1%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
ENDOCRINE	PROCYSBI	7.3%	ONCOLOGY - ORAL	CAPRELSA	9.4%
ENDOCRINE	RAVICTI	15.0%	ONCOLOGY - ORAL	COMETRIQ	10.9%
ENDOCRINE	SAMSCA	13.5%	ONCOLOGY - ORAL	COPIKTRA	14.5%
ENDOCRINE	SANDOSTATIN	13.8%	ONCOLOGY - ORAL	COTELLIC	12.5%
ENDOCRINE	SIGNIFOR	7.3%	ONCOLOGY - ORAL	DAURISMO	12.5%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.1%	ONCOLOGY - ORAL	ERIVEDGE	12.5%

ENDOCRINE	SOMATULINE DEPOT	13.5%	ONCOLOGY - ORAL	ERLEADA	13.5%
ENDOCRINE	SOMAVERT	10.6%	ONCOLOGY - ORAL	ERLOTINIB	33.1%
ENDOCRINE	SYPRINE	13.5%	ONCOLOGY - ORAL	ETOPOSIDE	33.1%
ENDOCRINE	THIOLA	11.4%	ONCOLOGY - ORAL	EVEROLIMUS	33.1%
ENDOCRINE	TOLVAPTAN	33.1%	ONCOLOGY - ORAL	FARYDAK	11.4%
ENDOCRINE	TRIENTINE	47.2%	ONCOLOGY - ORAL	GILOTRIF	7.3%
ENDOCRINE	XERMELO	13.0%	ONCOLOGY - ORAL	GLEEVEC	15.4%
ENDOCRINE	XURIDEN	12.5%	ONCOLOGY - ORAL	GLEOSTINE	15.4%
ENZYME DEFICIENCY	CHOLBAM	4.2%	ONCOLOGY - ORAL	HYCANTIN	14.8%
ENZYME DEFICIENCY	CYSTAGON	10.9%	ONCOLOGY - ORAL	IBRANCE	13.0%
ENZYME DEFICIENCY	GALAFOLD	14.0%	ONCOLOGY - ORAL	ICLUSIG	12.7%
ENZYME DEFICIENCY	MIGLUSTAT	33.1%	ONCOLOGY - ORAL	IDHIFA	14.5%
ENZYME DEFICIENCY	NITISINONE	33.1%	ONCOLOGY - ORAL	IMATINIB MESYLATE	84.6%
ENZYME DEFICIENCY	ORFADIN	2.2%	ONCOLOGY - ORAL	IMBRUVICA	14.0%
ENZYME DEFICIENCY	PALYNZIQ	11.4%	ONCOLOGY - ORAL	INLYTA	13.6%
ENZYME DEFICIENCY	STRENSIQ	11.3%	ONCOLOGY - ORAL	INREBIC	12.5%
ENZYME DEFICIENCY	SUCRAID	12.2%	ONCOLOGY - ORAL	IRESSA	14.5%
ENZYME DEFICIENCY	TEGSEDI	7.3%	ONCOLOGY - ORAL	JAKAFI	12.5%
ENZYME DEFICIENCY	ZAVESCA	7.3%	ONCOLOGY - ORAL	KISQALI	14.5%
GAUCHERS DISEASE	CERDELGA	13.5%	ONCOLOGY - ORAL	KISQALI FEMARA	15.0%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	ONCOLOGY - ORAL	LENVIMA	14.5%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	ONCOLOGY - ORAL	LONSURF	12.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	ONCOLOGY - ORAL	LORBRENA	11.4%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.0%	ONCOLOGY - ORAL	LYNPARZA	12.2%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	14.2%	ONCOLOGY - ORAL	MATULANE	13.0%
GROWTH HORMONE DEFICIENCY	OMNITROPE	14.5%	ONCOLOGY - ORAL	MEKINIST	11.4%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	ONCOLOGY - ORAL	MEKTOVI	14.0%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	ONCOLOGY - ORAL	MELPHALAN	33.1%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - ORAL	MESNEX	14.0%
GROWTH HORMONE DEFICIENCY	ZORBITIVE	13.0%	ONCOLOGY - ORAL	NERLYNX	14.3%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMATOLOGIC	CABLIVI	13.5%	ONCOLOGY - ORAL	NILANDRON	15.0%
HEMATOLOGIC	CINRYZE	14.5%	ONCOLOGY - ORAL	NILUTAMIDE	27.9%
HEMATOLOGIC	DOPTELET	13.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	NUBEQA	13.5%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMATOLOGIC	ICATIBANT	13.5%	ONCOLOGY - ORAL	PEMAZYRE	14.0%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	PIQRAY	11.9%
HEMATOLOGIC	MULPLETA	13.5%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMATOLOGIC	OXBRYTA	11.9%	ONCOLOGY - ORAL	PURIXAN	12.5%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	REVLIMID	14.8%
HEMATOLOGIC	RUCONEST	13.2%	ONCOLOGY - ORAL	ROZLYTREK	15.4%
HEMATOLOGIC	TAKHZYRO	13.5%	ONCOLOGY - ORAL	RUBRACA	14.5%
HEMATOLOGIC	TAVALISSE	13.5%	ONCOLOGY - ORAL	RYDAPT	15.4%

HEMOPHILIA - INFUSED	ADVATE	43.2%	ONCOLOGY - ORAL	SPRYCEL	15.4%
HEMOPHILIA - INFUSED	ADYNOVATE	34.1%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHILIA - INFUSED	AFSTYLA	34.0%	ONCOLOGY - ORAL	SUTENT	14.8%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	42.0%	ONCOLOGY - ORAL	TABLOID	15.4%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.3%	ONCOLOGY - ORAL	TAFINLAR	13.5%
HEMOPHILIA - INFUSED	ALPROLIX	13.5%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEMOPHILIA - INFUSED	BENEFIX	14.5%	ONCOLOGY - ORAL	TALZENNA	13.5%
HEMOPHILIA - INFUSED	COAGADEX	30.0%	ONCOLOGY - ORAL	TARCEVA	15.3%
HEMOPHILIA - INFUSED	CORIFACT	27.9%	ONCOLOGY - ORAL	TARGETIN	14.0%
HEMOPHILIA - INFUSED	ELOCTATE	27.9%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA - INFUSED	FEIBA	40.2%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEMOPHILIA - INFUSED	HEMOPIL M	44.4%	ONCOLOGY - ORAL	TEMOZOLOMIDE	51.6%
HEMOPHILIA - INFUSED	HUMATE-P	37.1%	ONCOLOGY - ORAL	THALOMID	14.8%
HEMOPHILIA - INFUSED	IDELVION	13.5%	ONCOLOGY - ORAL	TIBSOVO	13.5%
HEMOPHILIA - INFUSED	IXINITY	13.5%	ONCOLOGY - ORAL	TRETINOIN	44.2%
HEMOPHILIA - INFUSED	JIVI	22.8%	ONCOLOGY - ORAL	TUKYSA	13.7%
HEMOPHILIA - INFUSED	KOATE	42.3%	ONCOLOGY - ORAL	TURALIO	14.0%
HEMOPHILIA - INFUSED	KOATE-DVI	42.3%	ONCOLOGY - ORAL	TYKERB	14.8%
HEMOPHILIA - INFUSED	KOGENATE FS	47.3%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEMOPHILIA - INFUSED	KOVALTRY	45.7%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEMOPHILIA - INFUSED	MONONINE	31.4%	ONCOLOGY - ORAL	VITRAKVI	14.5%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.3%	ONCOLOGY - ORAL	VIZIMPRO	8.3%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	38.3%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEMOPHILIA - INFUSED	NUWIQ	48.2%	ONCOLOGY - ORAL	XALKORI	11.9%
HEMOPHILIA - INFUSED	PROFILNINE	30.0%	ONCOLOGY - ORAL	XELODA	15.4%
HEMOPHILIA - INFUSED	REBINYN	17.6%	ONCOLOGY - ORAL	XOSPATA	14.5%
HEMOPHILIA - INFUSED	RECOMBINATE	41.3%	ONCOLOGY - ORAL	XPOVIO	14.3%
HEMOPHILIA - INFUSED	RIXUBIS	13.7%	ONCOLOGY - ORAL	XTANDI	13.5%
HEMOPHILIA - INFUSED	TRETTEN	14.4%	ONCOLOGY - ORAL	YONSA	13.5%
HEMOPHILIA - INFUSED	VONVENDI	12.5%	ONCOLOGY - ORAL	ZEJULA	13.7%
HEMOPHILIA - INFUSED	WILATE	42.3%	ONCOLOGY - ORAL	ZELBORAF	13.0%
HEMOPHILIA - INFUSED	XYNTHA	38.4%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HEMOPHILIA - INJECTABLE	HEMLIBRA	12.5%	ONCOLOGY - ORAL	ZYDELIG	14.5%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.1%	ONCOLOGY - ORAL	ZYKADIA	13.0%

HEPATITIS B	BARACLUDE	13.8%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS B	ENTECAVIR	61.5%	ONCOLOGY - TOPICAL	TARGRETIN	14.0%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - TOPICAL	VALCHLOR	9.9%
HEPATITIS B	HEPSERA	13.7%	OPHTHALMIC	OXERVATE	12.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	OSTEOPOROSIS	FORTEO	13.9%
HEPATITIS B	VELMIDY	13.3%	OSTEOPOROSIS	TYMLOS	13.3%
HEPATITIS C	EPCLUSA	14.0%	PARKINSONS DISEASE	APOKYN	11.5%
HEPATITIS C	HARVONI	15.0%	PARKINSONS DISEASE	INBRIJA	9.4%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	15.0%	PULMONARY DISEASE	ESBRIET	13.5%
HEPATITIS C	MAVYRET	14.0%	PULMONARY DISEASE	OFEV	12.5%
HEPATITIS C	PEGASYS	16.5%	PULMONARY HYPERTENSION	ADCIRCA	13.5%
HEPATITIS C	PEGINTRON	17.5%	PULMONARY HYPERTENSION	ADEMPAS	13.5%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	14.0%	PULMONARY HYPERTENSION	ALYQ	58.8%
HEPATITIS C	SOVALDI	14.0%	PULMONARY HYPERTENSION	AMBRISENTAN	33.1%
HEPATITIS C	VIEKIRA PAK	13.5%	PULMONARY HYPERTENSION	BOSENTAN	33.1%
HEPATITIS C	VOSEVI	14.0%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HEPATITIS C	ZEPATIER	13.9%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
IMMUNE MODULATOR	ACTIMMUNE	14.3%	PULMONARY HYPERTENSION	ORENITRAM	13.5%
IMMUNE MODULATOR	ARCALYST	15.0%	PULMONARY HYPERTENSION	REVIATIO	13.3%
INFERTILITY	CETROTIDE	17.2%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%
INFERTILITY	CHORIONIC GONADOTROPIN	33.1%	PULMONARY HYPERTENSION	TADALAFIL	33.1%
INFERTILITY	FOLLISTIM AQ	24.3%	PULMONARY HYPERTENSION	TRACLEER	13.5%
INFERTILITY	GANIRELIX ACETATE	15.5%	PULMONARY HYPERTENSION	TYVASO	13.0%
INFERTILITY	GONAL-F	22.9%	PULMONARY HYPERTENSION	UPTRAVI	14.8%
INFERTILITY	GONAL-F RFF	22.9%	PULMONARY HYPERTENSION	VENTAVIS*	13.0%
INFERTILITY	MENOPUR	16.8%	TRANSPLANT	ASTAGRAF XL	14.1%
INFERTILITY	NOVAREL	33.1%	TRANSPLANT	CELLCEPT	13.4%
INFERTILITY	OVIDREL	17.2%	TRANSPLANT	CYCLOSPORINE	51.8%
INFERTILITY	PREGNYL	33.1%	TRANSPLANT	CYCLOSPORINE MODIFIED	54.6%
INFLAMMATORY CONDITIONS	ACTEMRA	14.2%	TRANSPLANT	ENVARUSUS XR	13.5%
INFLAMMATORY CONDITIONS	CIMZIA	15.5%	TRANSPLANT	EVEROLIMUS	33.1%
INFLAMMATORY CONDITIONS	COSENTYX	13.5%	TRANSPLANT	GENGRAF	71.7%
INFLAMMATORY CONDITIONS	DUPIXENT	14.1%	TRANSPLANT	MYCOPHENOLATE MOFETIL	93.4%
INFLAMMATORY CONDITIONS	EMFLAZA	10.9%	TRANSPLANT	MYCOPHENOLIC ACID DR	33.1%
INFLAMMATORY CONDITIONS	ENBREL	14.0%	TRANSPLANT	MYFORTIC	14.3%
INFLAMMATORY CONDITIONS	HUMIRA	15.5%	TRANSPLANT	NEORAL	23.9%

INFLAMMATORY CONDITIONS	ILUMYA	14.1%	TRANSPLANT	PROGRAF	14.1%
INFLAMMATORY CONDITIONS	KEVZARA	9.9%	TRANSPLANT	RAPAMUNE	14.3%
INFLAMMATORY CONDITIONS	KINERET	13.5%	TRANSPLANT	SANDIMMUNE	27.2%
INFLAMMATORY CONDITIONS	OLUMIANT	12.5%	TRANSPLANT	SIROLIMUS	33.1%
INFLAMMATORY CONDITIONS	ORENCIA	14.2%	TRANSPLANT	TACROLIMUS	79.1%
INFLAMMATORY CONDITIONS	OTEZLA	13.5%	TRANSPLANT	ZORTRESS	13.5%
INFLAMMATORY CONDITIONS	RIDAURA	14.1%			

*Includes Nebulizer
9/2020



Renewal Sold UAF for

City of Burleson

Issued on: August 16, 2021



United
Healthcare

UnitedHealthcare

Vision Renewal Sold UAF for City of Burleson

Effective Date: 01/01/2022 | Policy Number: 00906435

Vision Services		VH652 New Standard	
Legal Entity		UnitedHealthcare Insurance Company (30100)	
		In Network	Out of Network
Plan Options			
Contribution	Voluntary		
Product Type	Exam with Materials		
Network Type	Standard Network		
Exam(s) Co-pay	\$10	Not Applicable	
Material Co-pay (Frames/Spectacle Lenses or Contact Lenses)	\$25	Not Applicable	
Service Frequency			
Exams/ Lenses/ Frames/Contacts	12/12/12/12		
Eye Examination			
Exam(s) (Includes additional eye exam for ages 0-12 and pregnant or breastfeeding women)	100%	Up to \$40	
Lenses			
Single Vision	100%	Up to \$40	
Lined Bifocal	100%	Up to \$60	
Lined Trifocal	100%	Up to \$80	
Lenticular	100%	Up to \$80	
Frames			
Retail Frame Allowance	Up to \$150	Up to \$45	
Discount on Frame Coverage at participating providers	30%	Not Applicable	
Elective Contact Lenses			
Covered Formulary Contacts	Up to 6 boxes	Up to \$150	
Non-Formulary Contacts	Up to \$150	Up to \$150	
Necessary Contact Lenses	100%	Up to \$210	
Lens Options			
Covered-in-full Lens Options	Polycarbonate Lenses for Children up to Age: 19 Standard Scratch Coating	Not Applicable	
Non-covered Lens Options	Price Protection available for non-covered lens options ranging from 20-60% off retail pricing at participating providers (except where not permitted by state law).		
Additional Benefit(s)			
Retinal Screening Photography for Diabetics 2nd Exam Benefit for Diabetics			
Retinal Screening Photography for Diabetics	100%	Not Applicable	
2nd Exam Benefit for Diabetics	\$10	Up to \$40	
Value Services			
Laser Vision Discount	UnitedHealthcare is proud to add value to your vision care program by offering access to discounted laser vision correction procedures through QualSight LASIK, the largest LASIK manager in the United States. Member savings represent up to 35% off the national average price of LASIK. Discounts are also provided on newer technologies such as Custom Bladeless (all laser) LASIK. Visit myuhcvision.com for more information.		
Children's and Maternity Eye Care			
Replacement Eyeglasses			
Additional eyeglass frame/lenses due to prescription change (ages 0-12 and pregnant or breastfeeding women).	Members ages 0-12 and members pregnant or breastfeeding who have a prescription change of 0.5 diopter or more are eligible for a replacement frame and lenses. The replacement benefits are the same as the benefits for the initial frame and lenses. Not applicable for Exam Core or Exam with Discounted Material Plans.		
Assumed Enrollment and Rates			
Employee	122	\$7.38	
Employee + Family	162	\$15.84	
	284		
Monthly Premium	\$3,466.44		
Annual Premium	\$41,597.28		
Participation Requirements			
Dependent Children Coverage	No Participation Requirement To Age 26		
Contract Basis	Fully Insured		
Benefit Period Basis	Date of Service		
Exclusions and Limitations	Standard		
Broker Commissions	0%		
Rate Guarantee	36 months		
Expiration Date	12/31/2024		
VAS Client ID	336654		
Group Policy #	00906435		

UnitedHealthcare

Vision Sold UAF for City of Burleson

Effective Date: 01/01/2022 | Policy Number: 00906435

Lens Option Price Protection

The list below outlines the maximum out of pocket charge a member may pay for particular non-covered lens options in-network, which reflect discounts of 20% to 60% of retail charges. In some cases members may pay less! Based on state guidelines, lens materials and options may not be available at these discounted prices at all provider locations.

Type	Cost
Scratch Warranty	\$10
Tint	\$14
UV Coating	\$16
Photochromic	\$67
Tier 1 Anti-Reflective	\$30
Tier 2 Anti-Reflective	\$50
Tier 3 Anti-Reflective	\$75
Tier 4 Anti-Reflective	\$95
Roll and Polish Edges	\$13
Tier 1 Progressive	\$55
Tier 2 Progressive	\$100
Tier 3 Progressive	\$150
Tier 4 Progressive	\$200
Tier 5 Progressive	\$250
High Index < 1.66	\$53
High Index 1.66 - 1.73	\$63
Polycarbonate (\$0 for dependent children)	\$33

Prices reflected are subject to change.

UnitedHealthcare

Assumptions for City of Burleson

Effective Date: 01/01/2022 | Policy Number: 00906435

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9111 SIC Code.
- Rates may increase on renewal in accordance with the terms of the policy.

Vision Assumptions

This premium may include state and federal taxes and fees.

Quote assumes a complete product replacement.

Rates listed above are not included in quoted Medical rates (if applicable).

Rates listed above assume plan designs quoted. Rates may change, if plan design changes.

We reserve the right to change rates and/or plan provisions if the number of lives enrolled in any plan option offered in dual or triple choice Program (ex: labeled either as Option A, Option B or Option C), changes by more than 10% before, on, or after the effective date listed above.

The proposal assumes a dual option. This means the group can select any plan labeled as an Option (ex: Option A alongside any plan labeled as Option B or Option C) for purchase. These plans are mutually exclusive and cannot be combined in any order other than as identified above.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

UnitedHealthcare

Disclaimers for City of Burleson

Effective Date: 01/01/2022 | Policy Number: 00906435

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document. Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.

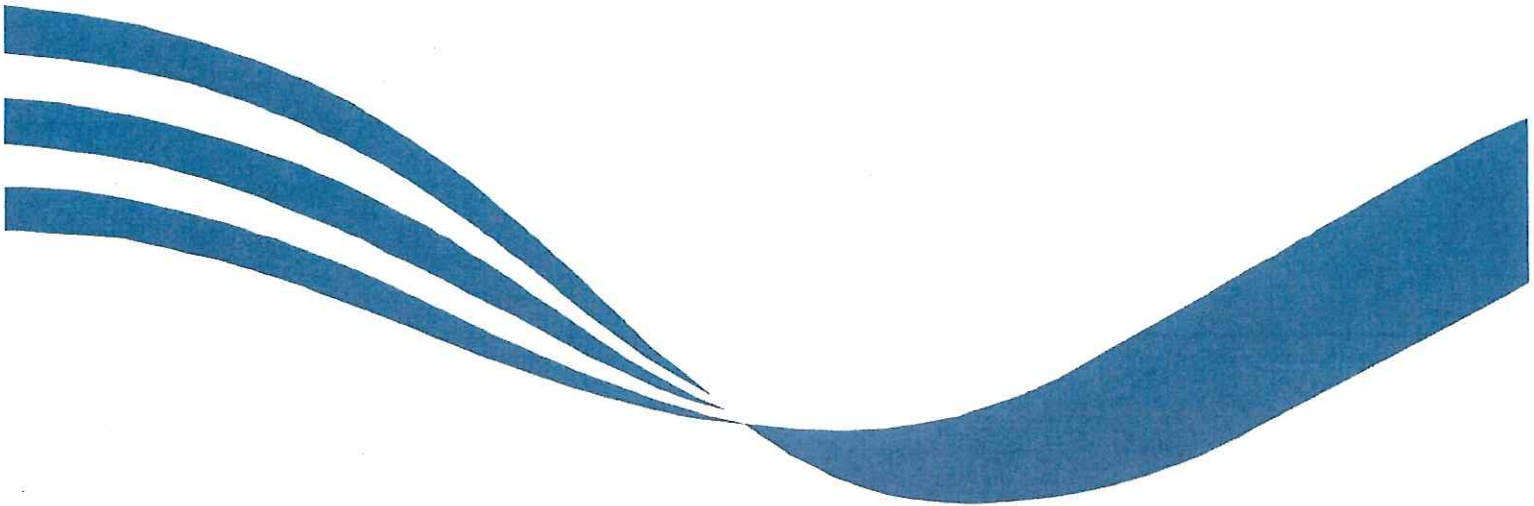




Renewal Sold UAF for

CITY OF BURLESON

Issued on: August 16, 2021



United
Healthcare

UnitedHealthcare

Dental Renewal Sold UAF for CITY OF BURLESON

Effective Date: 01/01/2022 | Policy Number: 00906435

Dental Services	Passive PPO	
	2P533 CSO	
	United HealthCare Services, Inc. (20020)	
Legal Entity	Custom	
	In Network	Out of Network
Diagnostic Service		
Periodic Oral Evaluation	100%	100%
Radiographs	100%	100%
Lab and Other Diagnostic Tests	100%	100%
Preventive Services		
Dental Prophylaxis (Cleaning)	100%	100%
Fluoride Treatment	100%	100%
Sealants	100%	100%
Space Maintainers	100%	100%
Basic Services		
Restorations (Amalgams or Composite)*	80%	80%
Emergency Treatment/General Services	80%	80%
Simple Extractions	80%	80%
Oral Surgery (incl. surgical extractions)	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
Major Services		
Inlays/Onlays/Crowns	50%	50%
Dentures and Removable Prosthetics	50%	50%
Fixed Partial Dentures (Bridges)	50%	50%
TMJ	50%	50%
Implants	50%	50%
Orthodontic Services		
Orthodontia	50%	50%
Orthodontia Eligibility	Child Only (Up to Age 19)	
Deductible	\$50/\$150	\$50/\$150
Deductible applies to Prev. & Diag.	No	No
Annual Max	\$1,500	\$1,500
Lifetime Ortho Max	\$1,500	\$1,500
Lifetime TMJ Max	\$500	\$500
Waiting Period	None	
Out of Network Basis	UCR 90th	
PPO Network	Options PPO 30	
CMM-Annual Roll-Over	No	
ASO Fees	Current	Renewal
		1/1/2022-
		12/31/2024
ASO Fee PEPM	348 \$4.72	\$4.15
Broker Commissions	\$0.00	\$0.00
Total ASO Fee PEPM	\$4.72	\$4.15
ASO Annual Premium	\$19,710.72	\$17,330.40
Renewal Action (before commissions)	-12.08%	
Renewal Action (after commissions)	-12.08%	
12 month Claims Projection PEPM	\$59.58	
Daily Imprest Balance (1 Day)	\$995.28	
Employer Contribution	Contributory	
Participation Requirements	75% of Eligible Employees	
Dependent Children Coverage	To Age 26	
Contract Basis	ASO	
Benefit Period Basis	Calendar Year	
Exclusions and Limitations	Custom	
Broker Commissions	\$0.00 PEPM	
Rate Guarantee	36 Months	
Expiration Date	12/31/2024	
Group Policy #	00906435	

UnitedHealthcare

Assumptions for CITY OF BURLESON

Effective Date: 01/01/2022 | Policy Number: 00906435

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9111.
- Rates may increase on renewal in accordance with the terms of the policy.

Dental Assumptions

Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

Run-In Claims are not Paid.

Fees include 12 months of run out claims. Additional months are available at an additional cost.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximums are combined.

Participation in qualifying dental and vision plans must be 75 percent or greater of eligible medical employees for Packaged Savings to be activated.

* Please contact your sales representative to confirm specific plan Restorations (Amalgams or Composite) coverage.

Quote is based on total group Average Contract Size (ACS) of 2.25

Quote is based on total group of 348 Employees and 784 Members.

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

This quote assumes UnitedHealthcare will retain claim fiduciary responsibility.

Digital ID cards will be available on-line, upon initial enrollment, for employees enrolled in PPO, INO and Indemnity plans. Plastic ID cards will be issued, upon initial enrollment, for employees enrolled in Direct Compensation, Select Managed Care and DHMO plans.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

UnitedHealthcare

Disclaimers for CITY OF BURLESON

Effective Date: 01/01/2022 | Policy Number: 00906435

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UnitedHealthcare Medical Plan Design and Fee Detail

Customer Name:	City of Burleson
Effective Date:	1/1/2020

	HSA Plan Current Plan	PPO Plan Current Plan
Plan Offering	Dual Option	Dual Option
Multiple Option with:	2	1
Plan Name	HSA Plan	PPO Plan
Product	Choice HSA	Choice
HRA or HSA	HSA	No
Benefits*	Network	Network
Office Copay (PCP/SPC)	PCP N/A, SPC N/A	PCP \$25, SPC \$50
Other Copays (IP/UC/ER)	IP N/A, UC N/A, ER N/A	IP N/A, UC \$50, ER \$250+20%
Deductible	\$3000/6000	\$5000/\$10000
Coinsurance	80%	70%
Out-of-Pocket	\$6000/12000	\$6850/13700
Pharmacy Plan (Deductible, Copays, Mail Order)	Ded. First then:\$0/35/70/200 TO 31 DAYS; \$0/70/140 90 DAYS M.O..	\$0/35/70/200. TO 31 DAYS; \$0/70/140 90 DAYS M.O..
	Out of Network	Out of Network
Deductible	N/A	N/A
Coinsurance	N/A	N/A
Out of Pocket	N/A	N/A
	Other	Other
Lifetime Maximum	Unlimited	Unlimited
UBH Option	Behavioral Health Solutions	Behavioral Health Solutions
Plan Decrement	1.00	1.30

ADMINISTRATION FEE DETAIL

	HSA Plan	PPO Plan
Fee Prior to Rebates	\$47.02	\$47.02
Rx Rebate Credit	-\$32.15	-\$32.15
Total Net Quoted Fee	\$14.87	\$14.87
Second Year Fee Guarantee Prior to Rebates	\$49.37	\$49.37
Second Year Rx Rebate Credit	-\$39.08	-\$39.08
Total Net Second Year Fee Guarantee	\$10.29	\$10.29

UnitedHealthcare
ASO Administration Fee Components

Customer Name:	City of Burleson
Effective Date:	1/1/2020
Subscribers:	297
Members:	637
Average Contract Size:	2.14
Average Age/Gender Adjustment:	0.89

	Choice HSA Standard ASO Administration - Renewal	Choice Standard ASO Administration - Renewal
Administration Fee Components		
Pharmacy Fee: UHCP	Included	Included
UBH Fee: Behavioral Health Solutions	Included	Included
Optum Fees: Care 24	Not Included	Not Included
Nurseline	Included	Included
PHS 3.0 - Low	Included	Included
Spine & Joint	Included	Included
Additional Options Claim Fiduciary:	Not Included	Not Included
HSA Fee	N/A	N/A
HRA Fee	N/A	N/A
Third Party Stoploss Reporting	Included	Included
Subscribers	247	50
Total Administration Fee Cost (PSPM)	\$47.02	\$47.02
- Admin Fee Credit	(\$32.15)	(\$32.15)
Total NET Administration Fee Cost	\$14.87	\$14.87

Additional Services Included in our Administration Fee	Included in Quote
Wellness Budget	YES: \$20,000
Communications Bu	YES: \$10000
Reporting Budget	NO
Implementation Bud	NO
Auditing Budget	NO
Expanded eCR Rep	NO
Expanded eCR Rep	NO

Assumptions

The quote is based on the following assumptions. Changes to these assumptions may result in an adjustment to the rates or revocation of the quote. Please refer to the Financial Commentary for further assumptions.

- Rates are guaranteed for the contract period of 1/1/20 through 12/31/20.
- UnitedHealthcare is the only carrier offered.
- **No carrier with a competing network or affiliated with an entity with a competing network may write Stop Loss coverage (individual or aggregate) on top of a UnitedHealthcare network.**
- Quote assumes 297 subscribers 637 members and an average contract size of 2.14. UnitedHealthcare reserves the right to adjust the rates if the enrollment at issue varies by +/- 10% from the submitted census.
- Employer contributes a minimum of 75% toward the employee only costs and 50% toward the dependent costs.
- UnitedHealthcare reserves the right to adjust rates in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in Plan design required by the applicable regulatory authority (e.g. mandated benefits) or by the Plan Sponsor; (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our policy.
- This quote assumes that UnitedHealthcare retains 100% of Rx Rebates. It also assumes the United Rx National Network is used; the Traditional Preferred Drug list (PDL); and the plan design is Closed.
- Please refer to the ASO Medical Plan Exhibit for plan design overviews and the ASO Administration Fee Components exhibit for additional programs included in the administration fee.
- Packaged Savings does not apply.
- Quote does not include commissions.
- Administration fee includes 3 benefit plans and a maximum of 25 claim accounts.
- Quote does not include Facility Discount Program. Quote includes Shared Savings Program. When a non-UHC network is accessed to obtain medical savings, 29% of network savings will be billed.
- Quote includes Advanced Analytics and Recovery Service.
- A signed Administrative Service Agreement must be submitted prior to the effective date of our claim processing services. The effective date may be delayed if the Agreement is not signed.
- If the arrangement is terminated by the group during the implementation phase, implementation costs incurred by UnitedHealthcare will be the responsibility of the group.
- UnitedHealthcare reserves the right to adjust the rates if an award is not made within 90 days of the issuance of this quotation.
- Our quotation excludes the processing of runout claims upon the termination of our contract. We will complete the processing of runout claims for six months following the termination of our contract for an additional fee. The charge for processing run-out claims is equal to the administration fee at the time of cancellation times the average subscribers for the last 3 months times two. If the group terminates their contract at the end of the first year, a matured administration fee will be used as the basis for the runout claim fee. UnitedHealthcare will only process run-out claims if City of Burleson is current with all premium and fee obligations.
- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA PCORI reinsurance fee which is remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in our Administrative Service Agreement.
- If awarded this business, UnitedHealthcare, on your behalf and under your employer identification number, will open and maintain a bank account to provide us the means to access your funds for the sole purpose of payment of Plan benefits, expenses, and taxes/fees. You agree to hold UnitedHealthcare harmless for any and all federal, state, local or other governmental demand, charge or tax (by whatever name) assessed against or imposed upon UnitedHealthcare arising out of the administration of the plan.
- Individual Stop Loss Experience Refund Endorsement is available at an additional cost.

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees) and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to Customer's Service Fees in accordance with the arrangements set forth below unless otherwise noted.

Unless otherwise specified, these arrangements apply to pharmacy benefits and are effective for the period beginning 01/01/2020 and ending on 12/31/2021 (each twelve month period is a "Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

The arrangements will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date the Agreement is signed by both parties. In the event these arrangements become effective later than the effective date of the Guarantee Period the arrangements will commence with the Agreement Period during which the Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new arrangements for the subsequent Guarantee Period. If United specifies new arrangements, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria			01/01/2020	01/01/2021
	Combined Discount Guarantee - Standard/CVS Network			
	Retail Brand, Average Wholesale Price (AWP) less		19.7%	19.8%
	Retail Brand -- 90 Day Supply, AWP less		24.0%	24.2%
	Retail Generic - 30 and 90 Day Supply, AWP less		77.8%	78.0%
	Mail Order Brand, AWP less		26.2%	26.3%
	Mail Order Generic, AWP less		79.8%	80.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees - Standard/CVS Network			
	Retail Brand - 30 Day		\$0.68	\$0.66
	Retail Brand -- 90 Day Supply		\$0.43	\$0.41
	Retail Generic - 30 Day		\$0.68	\$0.66
	Retail Generic -- 90 Day Supply		\$0.43	\$0.41
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
Fees				
Administrative Fee Credit (PEPM)		\$32.15	\$39.08	
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			

<p>Conditions</p> <p>TRRX (04/2019)</p>	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based onsavings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specially drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. • The Arrangement includes usual & customary claims, vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter claims. • The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: HIV. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates <p>• Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.</p> <ul style="list-style-type: none"> • If Customer terminates pharmacy benefit services with United prior to 12/31/2021, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services. • Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: HIV. <p>General Conditions</p> <ul style="list-style-type: none"> • On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. • A minimum of 267 Employees and 573 Participants enrolled in the pharmacy plan is required. • The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit.
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1/1/2019

Deidre Hall
City of Burleson
141 W Renfro Street
Burleson, TX 76028

RE: 1/1/2019 Financial Renewal under the Administrative Services Agreement (ASA) between United HealthCare Services, Inc. and City of Burleson

Dear Deidre:

This letter is confirmation of your Financial Renewal per the attached documents.

Please feel free to contact me at 952/406-3734 with any questions regarding the attachments. Please file this letter and its attachments with your ASA.

Thank you,

A handwritten signature in black ink that reads 'Dan Rocha'.

Dan Rocha
Regional Contract Manager
Attachments: Exhibit B and C

Renewal 3Q 2016

The Administrative Services Agreement is amended on 1/1/2019 as noted below.

EXHIBIT B

Contract Number 906435

The following financial terms are effective for the period 1/1/2019 through 12/31/2019.

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 281 enrolled Employees.

\$17.09 per Employee per month covered under the Choice Plus HSA portion of the Plan.

\$16.86 per Employee per month covered under the Choice portion of the Plan

Average Contract Size: 2.42

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit __. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$28.79 pepm.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Shared Savings Program	<p>Customer will pay a fee equal to 29% of the Savings Obtained as a result of the Shared Savings Program.</p> <p>The savings used to calculate the fee per individual claim for Shared Savings shall not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>

Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Standard Dental Administrative Service Fees	The Standard Dental Service Fees are the sum of \$4.72 per Employee per month c Average Contract Size: 2.30

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer's medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. This credit is available during the first year. To qualify for this allowance, Customer's enrollment with United must exceed 281 Employees. If Customer terminates the Agreement prior to 12/31/2019, Customer will pay United a prorated portion of the total credit (the sum of all the years in which a credit has been paid).

\$20,000 Wellness allowance In 2019

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period 1/1/2019 through 12/31/2019 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria		01/01/2019	01/01/2020
	Combined Discount Guarantee - Standard/CVS Network		
	Retail Brand, Average Wholesale Price (AWP) less	19.5%	19.7%
	Retail Brand -- 90 Day Supply, AWP less	23.8%	24.0%
	Retail Generic - 30 and 90 Day, AWP less	77.6%	77.8%
	Mail Order Brand, AWP less	26.5%	26.2%
	Mail Order Generic, AWP less	79.6%	79.8%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
	Dispensing Fees - Standard/CVS Network		
	Retail Brand - 30 Day	\$0.70	\$0.68
	Retail Brand -- 90 Day Supply	\$0.45	\$0.43
	Retail Generic - 30 Day	\$0.70	\$0.68
	Retail Generic -- 90 Day Supply	\$0.45	\$0.43

	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fees			
	Administrative Fee Credit (PEPM)	\$28.79	\$32.15	\$39.08
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. • The Arrangement includes usual & customary claims, vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter claims. • The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement. • If Customer terminates pharmacy benefit services with United prior to 12/31/2021, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services. <p>General Conditions</p> <ul style="list-style-type: none"> • On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. 			

TRRX (02/2018)	<ul style="list-style-type: none"> • A minimum of 253 Employees and 613 Participants enrolled in the pharmacy plan is required. • The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit.
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Specialty Pharmacy					
Specialty Pharmacy Discount Guarantee					
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network				
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.				
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.				
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark 				
Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.2%	HIV	TENOFOVIR	14.3%
ANEMIA	EPOGEN	13.3%	HIV	TIVICAY	12.5%
ANEMIA	PROCRIT	13.6%	HIV	TRIUMEQ	13.9%

ANTIHYPERLIPIDEMIC	JUXTAPID	13.0%	HIV	TRIZIVIR	14.3%
ANTIHYPERLIPIDEMIC	KYNAMRO	11.4%	HIV	TRUVADA	14.1%
ANTIHYPERLIPIDEMIC	PRALUENT	13.5%	HIV	TYBOST	13.5%
ANTIHYPERLIPIDEMIC	REPATHA	13.8%	HIV	VIDEX	14.3%
ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	VIDEX EC	14.3%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	VIRACEPT	14.3%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIRAMUNE	14.3%
CNS AGENTS	SABRIL	14.3%	HIV	VIRAMUNE XR	14.3%
CNS AGENTS	TETRABENAZINE	33.1%	HIV	VIREAD	14.3%
CNS AGENTS	VIGABATRIN	14.3%	HIV	ZERIT	14.3%
CNS AGENTS	XENAZINE	14.5%	HIV	ZIAGEN	14.3%
CNS AGENTS	XYREM	5.5%	HIV	ZIDOVUDINE	33.1%
CYSTIC FIBROSIS	BETHKIS	11.4%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	CAYSTON	13.7%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	KALYDECO	11.8%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	INFERTILITY	CETROTIDE	14.3%
CYSTIC FIBROSIS	ORKAMBI	13.5%	INFERTILITY	CHORIONIC GONADOTROPIN	22.8%
CYSTIC FIBROSIS	PULMOZYME	15.0%	INFERTILITY	FOLLISTIM AQ	13.2%
CYSTIC FIBROSIS	TOBI	13.8%	INFERTILITY	GANIRELIX ACETATE	10.0%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	INFERTILITY	GONAL-F	22.8%
CYSTIC FIBROSIS	TOBRAMYCIN	33.1%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	NOVAREL	13.5%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	OVIDREL	14.3%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	PREGNYL	14.5%
ENDOCRINE	CYSTADANE	10.4%	INFLAMMATORY CONDITIONS	ACTEMRA	14.1%
ENDOCRINE	CYSTARAN	13.0%	INFLAMMATORY CONDITIONS	CIMZIA	13.5%
ENDOCRINE	DEPEN TITRATABS	14.0%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	EGRIFTA	13.5%	INFLAMMATORY CONDITIONS	DUPIXENT	14.1%
ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	EMFLAZA	10.4%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	ENBREL	13.7%
ENDOCRINE	H.P. ACTHAR	12.0%	INFLAMMATORY CONDITIONS	HUMIRA	14.9%
ENDOCRINE	KEVEYIS	13.0%	INFLAMMATORY CONDITIONS	KEVZARA	9.9%
ENDOCRINE	KORLYM	9.4%	INFLAMMATORY CONDITIONS	KINERET	13.2%
ENDOCRINE	KUVAN	12.7%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	SILIQ	12.5%
ENDOCRINE	NITYR	11.7%	INFLAMMATORY CONDITIONS	SIMPONI	13.5%
ENDOCRINE	OCTREOTIDE ACETATE	33.1%	INFLAMMATORY CONDITIONS	STELARA	12.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ENDOCRINE	RAVICTI	11.9%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%

ENDOCRINE	SAMSCA	13.5%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	SANDOSTATIN	13.8%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	SIGNIFOR	7.9%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.1%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SOMATULINE DEPOT	13.5%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SOMAVERT	10.6%	LIVER DISEASE	OCALIVA	14.5%
ENDOCRINE	SYPRINE	12.7%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
ENDOCRINE	THIOLA	11.4%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	XERMELO	12.5%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	XURIDEN	12.5%	MULTIPLE SCLEROSIS	AVONEX	13.5%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	BETASERON	13.9%
ENZYME DEFICIENCY	ORFADIN	2.2%	MULTIPLE SCLEROSIS	COPAXONE	13.9%
ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	EXTAVIA	13.5%
ENZYME DEFICIENCY	SUCRAID	12.2%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	GLATIRAMER	33.1%
GAUCHERS DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	GLATOPA	33.1%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	MULTIPLE SCLEROSIS	REBIF	13.7%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.7%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	15.7%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	13.9%	MULTIPLE SCLEROSIS	ZINBRYTA	12.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	13.9%	NEUTROPENIA	GRANIX	13.8%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.9%	NEUTROPENIA	LEUKINE	13.8%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	NEUTROPENIA	NEULASTA	13.8%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	NEUTROPENIA	NEUPOGEN	13.8%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	NEUTROPENIA	ZARXIO	13.8%
GROWTH HORMONE DEFICIENCY	ZORBIVIVE	13.0%	ONCOLOGY - INJECTABLE	INTRON A	13.5%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	AFINITOR	13.5%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	AFINITOR DISPERZ	13.5%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	ALECENSA	13.9%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
HEMOPHILIA	ADVATE	41.0%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMOPHILIA	ADYNOVATE	32.0%	ONCOLOGY - ORAL	CABOMETYX	11.4%
HEMOPHILIA	AFSTYLA	34.0%	ONCOLOGY - ORAL	CALQUENCE	13.5%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	42.0%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
HEMOPHILIA	ALPHANINE SD	47.2%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	COMETRIQ	10.6%

HEMOPHILIA	BEBULIN	20.7%	ONCOLOGY - ORAL	COTELLIC	12.5%
HEMOPHILIA	BENEFIX	13.5%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	COAGADEX	30.0%	ONCOLOGY - ORAL	FARYDAK	11.4%
HEMOPHILIA	CORIFACT	27.9%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	ELOCTATE	25.1%	ONCOLOGY - ORAL	GLEEVEC	15.1%
HEMOPHILIA	FEIBA	35.1%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
HEMOPHILIA	HELIXATE FS	41.5%	ONCOLOGY - ORAL	IBRANCE	13.0%
HEMOPHILIA	HEMLIBRA	12.5%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHILIA	HEMOFIL M	43.4%	ONCOLOGY - ORAL	IDHIFA	14.5%
HEMOPHILIA	HUMATE-P	37.0%	ONCOLOGY - ORAL	IMATINIB MESYLATE	39.2%
HEMOPHILIA	IDELVION	13.5%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHILIA	IXINITY	13.5%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHILIA	KOATE	42.3%	ONCOLOGY - ORAL	IRESSA	13.5%
HEMOPHILIA	KOATE-DVI	42.3%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHILIA	KOGENATE FS	45.1%	ONCOLOGY - ORAL	KISQALI	14.5%
HEMOPHILIA	KOVALTRY	35.1%	ONCOLOGY - ORAL	KISQALI FEMARA	14.5%
HEMOPHILIA	MONOCLATE-P	43.9%	ONCOLOGY - ORAL	LENVIMA	13.5%
HEMOPHILIA	MONONINE	31.4%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHILIA	NOVOEIGHT	41.8%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHILIA	NOVOSEVEN RT	33.7%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMOPHILIA	NUWIQ	36.1%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHILIA	PROFILNINE	34.1%	ONCOLOGY - ORAL	MELPHALAN	33.1%
HEMOPHILIA	PROFILNINE SD	34.1%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMOPHILIA	RECOMBINATE	40.2%	ONCOLOGY - ORAL	NERLYNX	14.0%
HEMOPHILIA	RIXUBIS	13.7%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHILIA	TRETTEN	12.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHILIA	VONVENDI	11.9%	ONCOLOGY - ORAL	ODOMZO	13.5%
HEMOPHILIA	WILATE	36.1%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA	XYNTHA	38.4%	ONCOLOGY - ORAL	REVLIMID	11.4%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.1%	ONCOLOGY - ORAL	RUBRACA	13.5%
HEPATITIS B	BARACLUDE	13.5%	ONCOLOGY - ORAL	RYDAPT	15.4%
HEPATITIS B	ENTECAVIR	33.1%	ONCOLOGY - ORAL	SPRYCEL	14.8%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEPATITIS B	HEPSERA	13.5%	ONCOLOGY - ORAL	SUTENT	13.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEPATITIS B	TYZEKA	13.2%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	TARGETIN	13.8%
HEPATITIS C	EPCLUSA	13.5%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEPATITIS C	HARVONI	14.8%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEPATITIS C	MAVYRET	14.0%	ONCOLOGY - ORAL	TEMOZOLOMIDE	33.1%
HEPATITIS C	OLYSIO	14.1%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	TRETINOIN	33.1%
HEPATITIS C	PEGINTRON	17.5%	ONCOLOGY - ORAL	TYKERB	14.8%
HEPATITIS C	SOVALDI	13.8%	ONCOLOGY - ORAL	VENCLEXTA	13.5%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEPATITIS C	VIEKIRA XR	13.5%	ONCOLOGY - ORAL	XALKORI	11.9%

HEPATITIS C	VOSEVI	13.5%	ONCOLOGY - ORAL	XELODA	13.8%
HEPATITIS C	ZEPATIER	13.7%	ONCOLOGY - ORAL	XTANDI	13.5%
HIV	ABACAVIR	52.0%	ONCOLOGY - ORAL	ZEJULA	13.5%
HIV	ABACAVIR SULFATE/LAMIVUDINE/ZIDOVUDINE	35.1%	ONCOLOGY - ORAL	ZELBORAF	12.7%
HIV	ABACAVIR/LAMIVUDINE	35.1%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HIV	APTIVUS	14.3%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HIV	ATRIPLA	13.9%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HIV	COMBIVIR	14.3%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HIV	COMPLERA	13.9%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HIV	CRIXIVAN	14.3%	OSTEOPOROSIS	FORTEO	13.5%
HIV	DESCOVY	14.1%	OSTEOPOROSIS	TYMLOS	13.3%
HIV	DIDANOSINE	47.0%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	EDURANT	13.9%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	EFAVIRENZ	14.3%	PULMONARY DISEASE	OFEV	12.5%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	EPIVIR	14.3%	PULMONARY HYPERTENSION	ADEMPAS	12.5%
HIV	EPZICOM	13.6%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	FOSAMPRENAVIR	33.1%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	REVATIO	10.9%
HIV	GENVOYA	13.9%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	33.1%
HIV	INTELENCE	13.5%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	INVIRASE	14.3%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	ISENTRESS	11.7%	PULMONARY HYPERTENSION	UPTRAVI	12.5%
HIV	ISENTRESS HD	11.7%	PULMONARY HYPERTENSION	VENTAVIS*	+10.4%
HIV	KALETRA	14.3%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	LAMIVUDINE	33.1%	TRANSPLANT	CELLCEPT	13.2%
HIV	LAMIVUDINE/ZIDOVUDINE	55.6%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	LEXIVA	14.3%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	NEVIRAPINE	98.4%	TRANSPLANT	ENVARUSUS XR	13.5%
HIV	NEVIRAPINE ER	33.1%	TRANSPLANT	GENGRAF	33.1%
HIV	NORVIR	14.3%	TRANSPLANT	MYCOPHENOLATE MOFETIL	93.4%
HIV	ODEFSEY	14.1%	TRANSPLANT	MYCOPHENOLIC ACID	33.1%
HIV	PREZCOBIX	13.5%	TRANSPLANT	MYCOPHENOLIC ACID DR	33.1%
HIV	PREZISTA	14.3%	TRANSPLANT	MYFORTIC	14.3%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	NEORAL	23.9%
HIV	RETROVIR	14.3%	TRANSPLANT	PROGRAF	13.9%
HIV	REYATAZ	13.9%	TRANSPLANT	RAPAMUNE	14.3%
HIV	SELZENTRY	13.5%	TRANSPLANT	SANDIMMUNE	27.1%
HIV	STAVUDINE	85.7%	TRANSPLANT	SIROLIMUS	33.1%
HIV	STRIBILD	13.0%	TRANSPLANT	TACROLIMUS	33.1%
HIV	SUSTIVA	14.3%	TRANSPLANT	ZORTRESS	13.5%



A Renewal for
CITY OF BURLESON

Issued on: September 19, 2018



Dental Services	Passive PPO 2P533 CS0	
Legal Entity	United HealthCare Services, Inc. (20020) Custom	
	In Network	Out of Network
Diagnostic Service		
Periodic Oral Evaluation	100%	100%
Radiographs	100%	100%
Lab and Other Diagnostic Tests	100%	100%
Preventive Services		
Dental Prophylaxis (Cleaning)	100%	100%
Fluoride Treatment	100%	100%
Sealants	100%	100%
Space Maintainers	100%	100%
Basic Services		
Restorations (Amalgams or Composite)*	80%	80%
Emergency Treatment/General Services	80%	80%
Simple Extractions	80%	80%
Oral Surgery (incl. surgical extractions)	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
Major Services		
Inlays/Onlays/Crowns	50%	50%
Dentures and Removable Prosthetics	50%	50%
Fixed Partial Dentures (Bridges)	50%	50%
TMJ	50%	50%
Implants	50%	50%
Orthodontic Services		
Orthodontia	50%	50%
Orthodontia Eligibility	Child Only (Up to Age 19)	
Deductible	\$50/\$150	\$50/\$150
Deductible applies to Prev. & Diag.	No	No
Annual Max	\$1,500	\$1,500
Lifetime Ortho Max	\$1,500	\$1,500
Lifetime TMJ Max	\$500	\$500
Waiting Period	None	
Out of Network Basis	UCR 90th	
PPO Network	Options PPO 30	
CMM—Annual Roll-Over	No	
ASO Fees	Current	Renewal
ASO Fee PEPM	315	\$5.04 \$4.72
Broker Commissions		\$0.00 \$0.00
Total ASO Fee PEPM		\$5.04 \$4.72
ASO Annual Premium	\$19,051.20	\$17,841.60
Renewal Action	-6.3%	
12 month Claims Projection PEPM	\$60.69	
Daily Imprest Balance (1 Day)	\$917.67	
Employer Contribution	Contributory	
Participation Requirements	75% of Eligible Employees	
Dependent Children Coverage	To Age 26	
Contract Basis	ASO	
Benefit Period Basis	Calendar Year	
Exclusions and Limitations	Custom	
Broker Commissions	\$0.00 PEPM	
Rate Guarantee	36 Months	
Expiration Date	12/31/2021	
Group Policy #	00906435	

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9111.
- Rates may increase on renewal in accordance with the terms of the policy.

Dental Assumptions

Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

Run-In Claims are not Paid.

Fees include 12 months of run out claims. Additional months are available at an additional cost.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximums are combined.

Participation in qualifying dental and vision plans must be 75 percent or greater of eligible medical employees for Packaged Savings to be activated.

* Please contact your sales representative to confirm specific plan Restorations (Amalgams or Composite) coverage.

Quote is based on Average Contract Size (ACS) of 2.30

Quote is based on 315 Employees and 724 Members.

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

This quote assumes CITY OF BURLESON will retain claim fiduciary responsibility.

Fees are guaranteed for 36-months. A rate cap of 5% is being offered for years 4 & 5.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.



A Renewal for
City of Burleson

Issued on: September 19, 2018



Vision Services		F2814 Custom	
Legal Entity	UnitedHealthcare Insurance Company (30100)		
	In Network	Out of Network	
Plan Options	Voluntary		
Contribution	Exam with Materials		
Product Type	Standard Network		
Network Type			
Exam Co-pay	\$10	Not Applicable	
Material Co-pay (Frames/Spectacle Lenses or Contact Lenses)	\$25	Not Applicable	
Service Frequency Exams/ Lenses/ Frames/Contacts	12/12/24/12		
Eye Examination			
Exam	100%	Up to \$40	
Lenses			
Single Vision	100%	Up to \$40	
Lined Bifocal	100%	Up to \$60	
Lined Trifocal	100%	Up to \$80	
Lenticular	100%	Up to \$80	
Frames			
Retail Frame Allowance	Up to \$130	Up to \$45	
Discount on Frame Coverage at participating providers	30%	Not Applicable	
Elective Contact Lenses			
Covered Selection Contacts	Up to 4 boxes	Up to \$105	
Non-Selection Contacts	Up to \$105	Up to \$105	
Necessary Contact Lenses	100%	Up to \$210	
Lens Options			
Covered-in-full Lens Options	Standard Scratch Coating; Polycarbonate Lenses for Children up to Age: 19	Not Applicable	
Non-covered Lens Options	Price Protection available for non-covered lens options ranging from 20-60% off retail pricing at participating providers (except where not permitted by state law).		
Additional Benefit(s)	Retinal Screening Photography for Diabetics 2nd Exam Benefit for Diabetics		
Retinal Screening Photography for Diabetics	100%	Not Applicable	
2nd Exam Benefit for Diabetics	\$10	\$40	
Value Services			
Laser Vision Discount	UnitedHealthcare is proud to add value to your vision care program by offering access to discounted laser vision correction procedures through Laser Vision Network of America (LVNA). Members receive a discount of 15% off standard prices or 5% off promotional prices with any in-network surgeon.		
Assumed Enrollment and Rates	Current	Renewal	
Employee	92	\$6.12	\$6.12
Employee + Family	147	\$13.15	\$13.15
	239		
Monthly Premium	\$2,496.09	\$2,496.09	
Annual Premium	\$29,953.08	\$29,953.08	
Renewal Action	0.0%		
Participation Requirements	No Participation Requirement		
Dependent Children Coverage	To Age 26		
Contract Basis	Fully Insured		
Benefit Period Basis	Date of Service		
Exclusions and Limitations	Standard		
Broker Commissions	0%		
Rate Guarantee	36 months		
Expiration Date	12/31/2021		
VAS Client ID	336654		
Group Policy #	00906435		

Lens Option Price Protection

The list below outlines the maximum out of pocket charge a member may pay for particular non-covered lens options in-network, which reflect discounts of 20 to 60% of retail charges. In some cases members may pay less! Based on state guidelines, lens materials and options may not be available at these discounted prices at all provider locations.

Type	Cost
Scratch Warranty	\$10
Tint	\$14
UV Coating	\$16
Photochromic	\$67
Standard Anti-Reflective Coating	\$40
Premium Anti-Reflective Coating	\$80
Platinum Anti-Reflective Coating	\$90
Roll and Polish Edges	\$13
Standard Progressive	\$70
Deluxe Progressive	\$110
Premium Progressive	\$150
Platinum Progressive	\$250
High Index < 1.66	\$53
High Index 1.66 - 1.73	\$63
Polycarbonate (\$0 for dependent children)	\$33

Prices reflected are subject to change.

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9111 SIC Code.
- Rates may increase on renewal in accordance with the terms of the policy.

Vision Assumptions

This premium may include state and federal taxes and fees.

Quote assumes a complete product replacement.

Rates listed above are not included in quoted Medical rates (if applicable).

Rates listed above assume plan designs quoted. Rates may change, if plan design changes.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

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January 29, 2018

Deidre Hall
City of Burleson
141 W. Renfro Street
Burleson, TX 76028

RE: January 1, 2018 Financial Renewal under the Administrative Services Agreement (ASA) between United HealthCare Services, Inc. and City of Burleson

Dear Ms. Hall:

This letter is confirmation of your Financial Renewal per the attached documents.

Please feel free to contact me at 973/849-1690 with any questions regarding the attachments. Please file this letter and its attachments with your ASA.

Thank you,

A handwritten signature in blue ink, appearing to read "Tammy Johnson".

Tammy Johnson
Regional Contract Manager

Attachments:

Renewal 4Q 2017

The Administrative Services Agreement is amended on January 1, 2018 as noted below.

EXHIBIT B - FEES

Contract Number 906435

The following financial terms are effective for the period January 1, 2018 through December 31, 2019.

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Standard Medical Service Fees

The Standard Medical Fees are based upon an estimated minimum of 277 enrolled Employees.

Effective January 1, 2018 through December 31, 2018

\$25.73 per Employee per month covered under the Unitedhealthcare Choice Plus HSA portion of the Plan.

\$25.50 per Employee per month covered under the Unitedhealthcare Choice Plus portion of the Plan.

Effective January 1, 2019 through December 31, 2019

\$22.93 per Employee per month covered under the Unitedhealthcare Choice Plus HSA portion of the Plan.

\$22.69 per Employee per month covered under the Unitedhealthcare Choice Plus portion of the Plan.

Average Contract Size: 2.37

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$17.25 per Employee per month in 2018.

The Standard Medical Services Fees reflect a credit in the amount of \$21.77 per Employee per month in 2019.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Shared Savings Program	Customer will pay a fee equal to 29% of the Savings Obtained as a result of the Shared Savings Program.

	<p>The savings used to calculate the fee per individual claim for Shared Savings will not exceed \$50,000. Accordingly, the fee per individual claim will not exceed 29% of \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer’s discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2018, Customer will pay United a prorated portion of this credit.

\$10,000 Wellness allowance in 2018.

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period January 1, 2018 through December 31, 2018 (“Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Effective January 1, 2018 through December 31, 2019. Each twelve month period is a “Guarantee Period”.

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria			01/01/2018	01/01/2019
	Combined Discount Guarantee - Standard/CVS Network			
	Retail Brand, Average Wholesale Price (AWP) less		18.8%	18.8%
	Retail Brand -- 90 Day Supply, AWP less		24.0%	24.0%
	Retail Generic - 30 and 90 Day, AWP less		77.5%	78.3%
	Mail Order Brand, AWP less		24.8%	24.9%
	Mail Order Generic, AWP less		76.6%	77.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees - Standard/CVS Network			
	Retail Brand		\$0.75	\$0.75

	Retail Brand -- 90 Day Supply	\$0.50	\$0.50
	Retail Generic	\$0.75	\$0.75
	Retail Generic -- 90 Day Supply	\$0.50	\$0.50
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Fees		
	Administrative Fee Credit (PEPM)	\$17.25	\$21.77
Level	Customer Specific		
Period	Annually		
Payment Period	Annually		
Payment Amount -- Discounts	The amount the actual discounts are less than the combined contracted discount amount.		
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.		
Payment Amount -- Rebates	The amount the combined actual Rebate amount are less than the combined guaranteed Rebate amount.		
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. • The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates: • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • Specialty rebates are included in the guaranteed retail per-script rebates above. • Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. These administrative fees are included in the guaranteed per-script rebates above. <p>General Conditions</p> <ul style="list-style-type: none"> • On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and 		

TRRX (05/2015)	<p>Customer's payment for a prescription drug product or service.</p> <ul style="list-style-type: none"> • A minimum of 237 Employees and 544 Participants enrolled in the pharmacy plan is required. • The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider and a mail benefit design as applicable to the historical data provided for the purpose of this cost proposal. All rates and fees are subject to change otherwise. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit.
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Effective January 1, 2018 through December 31, 2018

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark.

Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	13.0%	HIV	STAVUDINE	33.1%
ANEMIA	EPOGEN	13.2%	HIV	STRIBILD	13.0%
ANEMIA	PROCRIT	13.6%	HIV	SUSTIVA	14.2%
ANTIHYPERLIPIDEMIC	JUXTAPID	14.2%	HIV	TIVICAY	12.5%
ANTIHYPERLIPIDEMIC	KYNAMRO	11.4%	HIV	TRIUMEQ	13.9%
ANTIHYPERLIPIDEMIC	PRALUENT	13.5%	HIV	TRIZIVIR	14.2%
ANTIHYPERLIPIDEMIC	REPATHA	13.8%	HIV	TRUVADA	13.4%
ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	TYBOST	13.5%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	VIDEX	14.3%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIDEX EC	14.3%
CNS AGENTS	SABRIL	14.3%	HIV	VIRACEPT	14.2%
CNS AGENTS	TETRABENZIN	14.5%	HIV	VIRAMUNE	14.2%
CNS AGENTS	XENAZINE	14.5%	HIV	VIRAMUNE XR	14.2%
CNS AGENTS	XYREM	5.5%	HIV	VIREAD	14.2%
CYSTIC FIBROSIS	BETHKIS	11.4%	HIV	ZERIT	14.3%
CYSTIC FIBROSIS	CAYSTON	14.0%	HIV	ZIAGEN	14.2%
CYSTIC FIBROSIS	KALYDECO	11.8%	HIV	ZIDOVUDINE	33.1%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	PULMOZYME	13.5%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	TOBI	13.5%	INFERTILITY	CETROTIDE	13.5%
CYSTIC FIBROSIS	TOBI PODHALER	13.5%	INFERTILITY	CHORIONIC GONADOTROPIN	14.5%
CYSTIC FIBROSIS	TOBRAMYCIN	33.1%	INFERTILITY	FOLLISTIM AQ	13.2%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	GANIRELIX ACETATE	10.0%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	GONAL-F	22.8%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CYSTADANE	10.4%	INFERTILITY	NOVAREL	13.5%
ENDOCRINE	CYSTARAN	13.0%	INFERTILITY	OVIDREL	13.5%
ENDOCRINE	EGRIFTA	13.5%	INFERTILITY	PREGNYL	13.5%

ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	ACTEMRA	13.5%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	CIMZIA	13.5%
ENDOCRINE	H.P. ACTHAR	13.5%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	KEVEYIS	10.9%	INFLAMMATORY CONDITIONS	ENBREL	12.4%
ENDOCRINE	KORLYM	11.4%	INFLAMMATORY CONDITIONS	HUMIRA	14.6%
ENDOCRINE	KUVAN	12.7%	INFLAMMATORY CONDITIONS	KINERET	13.5%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	OCTREOTIDE ACETATE	33.1%	INFLAMMATORY CONDITIONS	SIMPONI	13.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	STELARA	11.7%
ENDOCRINE	RAVICTI	11.9%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ENDOCRINE	SAMSCA	13.5%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	SANDOSTATIN	13.7%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	SIGNIFOR	7.9%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SODIUM PHENYLBUTYRATE	33.1%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SOMATULINE DEPOT	13.5%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SOMAVERT	10.6%	LIVER DISEASE	OCALIVA	14.5%
ENDOCRINE	SYPRINE	12.7%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	THIOLA	11.4%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	XURIDEN	12.5%	MULTIPLE SCLEROSIS	AVONEX	12.2%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	BETASERON	13.5%
ENZYME DEFICIENCY	ORFADIN	2.2%	MULTIPLE SCLEROSIS	COPAXONE	13.5%
ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	EXTAVIA	13.5%
ENZYME DEFICIENCY	SUCRAID	10.9%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	GLATOPA	33.1%
GAUCHER'S DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	13.9%	MULTIPLE SCLEROSIS	REBIF	13.3%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.2%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.3%
GROWTH HORMONE	INCRELEX	13.5%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%

DEFICIENCY					
GROWTH HORMONE DEFICIENCY	NORDITROPIN	14.2%	MULTIPLE SCLEROSIS	ZINBRYTA	12.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	13.9%	NEUTROPENIA	GRANIX	13.8%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	13.9%	NEUTROPENIA	LEUKINE	13.7%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.8%	NEUTROPENIA	NEULASTA	13.5%
GROWTH HORMONE DEFICIENCY	SAIZEN	16.2%	NEUTROPENIA	NEUPOGEN	13.5%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	NEUTROPENIA	ZARXIO	13.8%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.2%	ONCOLOGY - INJECTABLE	INTRON A	13.0%
GROWTH HORMONE DEFICIENCY	ZORBIVITE	13.0%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
HEMATOLOGIC	BERINERT	17.6%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - ORAL	AFINITOR	13.5%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	AFINITOR DISPERZ	13.5%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	ALECENSA	13.9%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMOPHILIA	ADVATE	39.9%	ONCOLOGY - ORAL	CABOMETYX	11.4%
HEMOPHILIA	ADYNOVATE	33.6%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	36.8%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMOPHILIA	ALPHANINE SD	30.5%	ONCOLOGY - ORAL	COMETRIQ	10.6%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	COTELLIC	12.5%
HEMOPHILIA	BEBULIN	12.7%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	BENEFIX	7.3%	ONCOLOGY - ORAL	FARYDAK	11.4%
HEMOPHILIA	COAGADEX	30.0%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	CORIFACT	27.9%	ONCOLOGY - ORAL	GLEEVEC	14.2%
HEMOPHILIA	ELOCTATE	27.9%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
HEMOPHILIA	FEIBA	31.1%	ONCOLOGY -	IBRANCE	13.0%

IA			ORAL		
HEMOPHIL IA	FEIBA NF	31.1%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHIL IA	HELIXATE FS	36.9%	ONCOLOGY - ORAL	IMATINIB MESYLATE	33.1%
HEMOPHIL IA	HEMOPIL M	43.4%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHIL IA	HUMATE-P	32.2%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHIL IA	IDELVION	13.5%	ONCOLOGY - ORAL	IRESSA	13.5%
HEMOPHIL IA	IXINITY	7.3%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHIL IA	KOATE	40.9%	ONCOLOGY - ORAL	LENVIMA	13.5%
HEMOPHIL IA	KOATE-DVI	40.9%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHIL IA	KOGENATE FS	39.9%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHIL IA	KOVALTRY	45.7%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMOPHIL IA	MONOCLATE -P	29.6%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHIL IA	MONONINE	29.6%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMOPHIL IA	NOVOEIGHT	44.3%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHIL IA	NOVOSEVEN RT	34.1%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHIL IA	NUWIQ	48.2%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMOPHIL IA	PROFILNINE	13.4%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHIL IA	PROFILNINE SD	13.4%	ONCOLOGY - ORAL	REVLIMID	11.4%
HEMOPHIL IA	RECOMBINANTE	38.0%	ONCOLOGY - ORAL	RUBRACA	13.5%
HEMOPHIL IA	RIXUBIS	7.3%	ONCOLOGY - ORAL	SPRYCEL	14.5%
HEMOPHIL IA	TRETTEN	14.2%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEMOPHIL IA	VONVENDI	22.8%	ONCOLOGY - ORAL	SUTENT	13.5%
HEMOPHIL IA	WILATE	27.9%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEMOPHIL IA	XYNTHA	38.4%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.1%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEPATITIS B	BARACLUDE	13.2%	ONCOLOGY - ORAL	TARGRETIN	13.8%
HEPATITIS B	ENTECAVIR	33.1%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEPATITIS B	EPIVIR HBV	12.2%	ONCOLOGY - ORAL	TEMODAR	14.2%
HEPATITIS B	HEPSERA	13.2%	ONCOLOGY - ORAL	TEMOZOLOM IDE	33.1%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS B	TYZEKA	13.2%	ONCOLOGY - ORAL	TRETINOIN	33.1%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	TYKERB	14.0%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	VENCLEXTA	13.5%
HEPATITIS C	EPCLUSA	13.5%	ONCOLOGY - ORAL	VOTRIENT	13.5%

HEPATITIS C	HARVONI	14.8%	ONCOLOGY - ORAL	XALKORI	11.9%
HEPATITIS C	OLYSIO	13.5%	ONCOLOGY - ORAL	XELODA	13.2%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	XTANDI	13.5%
HEPATITIS C	PEGINTRON	14.2%	ONCOLOGY - ORAL	ZELBORAF	12.7%
HEPATITIS C	SOVALDI	13.5%	ONCOLOGY - ORAL	ZOLINZA	14.2%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HEPATITIS C	VICTRELIS	13.5%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS C	ZEPATIER	13.7%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HIV	ABACAVIR	33.1%	OSTEOPOROSIS	FORTEO	13.2%
HIV	ABACAVIR SULFATE/LAMIVUDINE	33.1%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	ABACAVIR/LAMIVUDINE	33.1%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	APTIVUS	14.3%	PULMONARY DISEASE	OFEV	12.5%
HIV	ATRIPLA	13.3%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	COMBIVIR	13.5%	PULMONARY HYPERTENSION	ADEMPAS	12.5%
HIV	COMPLERA	13.5%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	CRIXIVAN	14.3%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	DESCOVY	14.1%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	DIDANOSINE	33.1%	PULMONARY HYPERTENSION	REVIATIO	10.9%
HIV	EDURANT	13.5%	PULMONARY HYPERTENSION	SILDENAFIL	33.1%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	33.1%
HIV	EPIVIR	13.2%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	EPZICOM	13.5%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	UPTRAVI	14.0%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	VENTAVIS	+10.4%
HIV	GENVOYA	13.9%	THROMBOCYTO PENIA PREVENTION	NEUMEGA	13.0%
HIV	INTELENCE	13.5%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	INVIRASE	14.3%	TRANSPLANT	CELLCEPT	12.5%
HIV	ISENTRESS	11.7%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	KALETRA	13.5%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	LAMIVUDINE	33.1%	TRANSPLANT	ENVARUS XR	13.5%
HIV	LAMIVUDINE/ZIDOVUDINE	33.1%	TRANSPLANT	GENGRAF	33.1%
HIV	LEXIVA	14.2%	TRANSPLANT	MYCOPHEN	33.1%

				OLATE MOFETIL	
HIV	LOPINAVIR/R ITONAVIR	33.1%	TRANSPLANT	MYCOPHEN OLIC ACID	33.1%
HIV	NEVIRAPINE	33.1%	TRANSPLANT	MYCOPHEN OLIC ACID DR	33.1%
HIV	NEVIRAPINE ER	33.1%	TRANSPLANT	MYFORTIC	13.5%
HIV	NORVIR	13.2%	TRANSPLANT	NEORAL	13.2%
HIV	ODEFSEY	14.1%	TRANSPLANT	PROGRAF	13.4%
HIV	PREZCOBIX	13.5%	TRANSPLANT	RAPAMUNE	13.5%
HIV	PREZISTA	14.2%	TRANSPLANT	SANDIMMUN E	26.0%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	SIROLIMUS	33.1%
HIV	RETROVIR	13.5%	TRANSPLANT	TACROLIMU S	33.1%
HIV	REYATAZ	13.5%	TRANSPLANT	ZORTRESS	13.5%
HIV	SELZENTRY	13.5%			


ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United" in this Agreement) and City of Burleson ("Customer" in this Agreement) is effective January 1, 2016 ("Effective Date"). This Agreement covers the services United is providing to Customer, either directly or in conjunction with one of United's affiliates, for use with Customer's Self-Funded employee benefit plan and apply to claims for Plan benefits that are incurred on or after the Effective Date.

United HealthCare Services, Inc. identifies this arrangement as Contract No.: 906435

By signing below, each party agrees to the terms of this Agreement.

City of Burleson
141 W Renfro Street
Burleson, TX 76028

By: 

Authorized Signature

Print Name: Dale Cheatham

Print Title: City Manager

Date: 12/16/15

United HealthCare Services, Inc.
185 Asylum Street
Hartford, CT 06103-3408

By: 

Authorized Signature

Print Name: Tammy Johnson

Print Title: Regional Contract Manager

Date: 12/18/15

ASA 1Q 2015

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Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, fees and other Customer financial obligations.

Employee: A current or former employee of Customer or its affiliated employer.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

Network: The group of Network Providers United makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Pharmacy: A pharmacy, including a specialty pharmacy and mail order pharmacy which has entered into or is governed by a contractual arrangement with United under which the pharmacy agrees to provide prescription drug services to Participants.

Network Provider: The physician, or medical professional or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information United receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits United is administering, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. United's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to United's Network of healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit, the Prescription Drug List, reimbursement rates, compensation arrangements, and all other financial provisions related to the pharmacy benefits contained in this Agreement. While the Prescription Drug List is considered United's Proprietary Business Information, it may be disclosed in the limited circumstances outlined in this Agreement. This information is collectively known as "United's Financial PBI".

Rebates: All rebates, discounts or other financial incentives (whether access, base, Prescription Drug List (PDL), incentive, market share, volume, or other), and administrative fees which United receives directly or indirectly from a pharmaceutical manufacturer and which are obtained in connection with prescription drug products dispensed to Participants under the Plan's pharmacy benefit or the medical benefit. Rebates do not include any purchasing discounts, provided that United obtains the same Rebates for prescription drugs regardless of where the prescription is dispensed. Rebates to customers are administered and paid under the medical benefit plan or pharmacy benefit plan as outlined in this Agreement.

Self-Fund or Self-Funded: Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits. United has no liability or responsibility to provide these funds. This is true even if United or its affiliates provides stop loss insurance to Customer.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: Means the systems United owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or Taxes: A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

Term or Term of the Agreement: The period of twelve (12) months commencing on the Effective Date and automatically continuing for additional 12-month periods until the Agreement is terminated.

Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

Urgent Care Claims: A claim for medical services and supplies which meets ERISA's definition of Urgent Care Claim.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. United is not the Plan Administrator of the Plan. Any references in this Agreement to United "administering the Plan" are descriptive only and do not confer upon United anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires United to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide United with copies of the Summary Plan Description and Employee communications which refer to United or United's services prior to distributing these materials to Employees or third parties. Customer will amend them if United reasonably determines that references to United are not accurate, or any Plan provision is not consistent with this Agreement or the services that United is providing.

Section 2.3 Plan Changes. Customer must provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the services United provides under this Agreement. Any change in the services to be provided by United under this Agreement which would be caused by any aforementioned changes must be mutually agreed to in writing prior to implementation of such change. United will notify Customer if (i) the change increases United's cost of providing services under this Agreement or (ii) United is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if United notifies Customer that United is unable to reasonably implement or administer the change, United shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

Section 2.4 Affiliated Employers. Customer represents that together Customer and any of its affiliates covered under the Plan make up a single “controlled group” as defined by the IRC. Customer agrees to provide United with a list of Customer’s affiliates covered under the Plan upon request.

Section 2.5 Information Customer Provides to United. Customer will tell United which of Customer’s Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to United in a timely manner. United will accept eligibility data from Customer in the format described in Exhibit A – Statement of Work. Customer will notify United of any change to this information as soon as reasonably possible.

United will be entitled to rely on the most current information in United’s possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. United will not be required to make retroactive eligibility changes, process or reprocess claims, but if United agrees to do so, additional fees may apply. United shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents or authorized representatives.

Section 2.6 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services United is providing under this Agreement are discontinued.

Section 2.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 3 – Fees

Section 3.1 Fees. Customer will pay fees to United as compensation for the services provided by United. In addition to the fees specified in Exhibit B, Customer must also pay United any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 3.2 Changes in Fees. United can change the fees on each Term anniversary (“Renewal Term”). United will provide Customer with thirty (30) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or thirty (30) days after United provides Customer with written notice of the new fees. United will provide Customer with a new Exhibit B that will replace the existing Exhibit B for the new Renewal Term.

United also can change the fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees including the termination of the Shared Savings Program, (ii) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 6 Taxes And Assessments (iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 10% or more from the assumed average contract size set forth in Exhibit B. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Section 3.3 Due Dates, Payments, and Penalties. For the Standard Medical Service Fees described in Exhibit B, United will provide Customer with an on-line invoice in advance of the first of each month, typically no later than the 18th of each month. The Due Date for payment of the invoiced amounts is on the first day of the next full calendar month. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

Late Payment: If amounts owed are not paid within fifteen (15) days after their Due Date (“Grace Period”), Customer will pay United interest on these amounts at the interest rate that United charges to its self-funded customers. Customer agrees to reimburse United for any costs that United incurs to collect these amounts. United’s decision to provide Customer with a Grace Period will be based on United’s assessment of Customer’s financial condition, as of the Effective Date, and Customer’s compliance with material financial obligations. If United

determines, based on reasonable information and belief, that Customer's financial condition has deteriorated, or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may remove the Grace Period upon notice to Customer and reserves the right to either charge interest on payments not received after the Due Date or terminate the Agreement if payments are not received by the Due Date.

Section 3.4 Reconciliation. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United within thirty (30) days after receiving notice of the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

Section 4 – Records, Information, Audits

Section 4.1 Records. United will keep records relating to the services it provides under this Agreement for as long as United is required to do so by law.

Section 4.2 Access to Information. If Customer needs information in United's possession for purposes other than an audit, but in order to administer the Plan, United will provide Customer access to that information, if it is legally permissible, the information relates to United's services under this Agreement, and Customer gives United reasonable advance notice and an explanation of the need for such information.

Customer represents that it has reasonable procedures in place for handling PHI, as required by law. Customer will only use or disclose PHI to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

United will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Customer demonstrates that the information is required by law or for Plan administration purposes.

United also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Before United provides PHI to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

Section 4.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, Customer or a mutually agreeable entity may audit United once each calendar year to determine whether United is fulfilling the terms of this Agreement. Prior to the commencement of this audit, United must receive a signed, mutually agreeable confidentiality agreement.

Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a "big four" public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against United or its affiliates. However, if no "big four" public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used.

Customer must advise United in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by United. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to United's transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by United ("Scope").

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses United incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by United.

Customer will provide United with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

Section 4.4 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that United's Financial PBI cannot be disclosed by Customer to any third party without United's express written consent. This provision shall survive the termination of this Agreement.

Section 4.5 Service Auditor Reports. United may make its Type II service auditor report ("Report") available to United's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE16 Type II Report available to United's self-funded customers. The Report is United's Proprietary Business Information and shall not be shared with any third parties without United's prior written approval; provided, however, that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants, provided that such consultants are not in any way a competitor of United's and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 4.6 PHI. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement as Exhibit D.

Section 5 – Taxes And Assessments

Section 5.1 Payment of Taxes and Expenses. In the event that any Taxes are assessed against United as a claim administrator in connection with United's services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse United through the Bank Account for Customer's proportionate share of such Taxes (but not Taxes on United's net income). United has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse United for a proportionate share of any cost or expense reasonably incurred by United in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by United's unreasonable delay or unreasonable determination to dispute such Tax.

Section 5.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, Customer agrees to comply with these requirements.

Section 5.3 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including, but not limited to, those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 ("PPACA"), as amended from time to time. This includes the funding, remittance and determination of the amount due for PPACA required taxes and fees.

Section 6 – Indemnification

Section 6.1 Customer Indemnifies United. Customer will indemnify United and hold United harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, United incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements United enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against United as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 6.2 United Indemnifies Customer. United will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) United or its vendors' gross negligence or willful misconduct in the performance of United or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) United's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and United's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 7 – Plan Benefits Litigation

Section 7.1 Litigation Against United. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or healthcare provider against United to recover Plan benefits related to its duties under this Agreement ("Plan Benefits Litigation"), United will select and retain defense counsel to represent its interest.

Section 7.2 Litigation Against Customer. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

Section 7.3 Litigation Against United and Customer. If Plan Benefits Litigation is begun against the Plan and United jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

Section 7.4 Litigation Fees and Costs. All reasonable legal fees and costs United incurs will be paid by Customer (except as provided in Section 6.2) if United gives Customer reasonable advance notice of United's intent to charge Customer for such fees and costs, and United consults with Customer in a manner consistent with United's fiduciary obligations on United's litigation strategy.

Section 7.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 7.6 Payment of Plan Benefits. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Section 7.7 Survival. This provision shall survive the termination of this Agreement.

Section 8 – Mediation

Except in the case of United's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then

current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 9 – Termination

Section 9.1 Services End. United's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, United may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

Section 9.2 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Term, either party gives the other party at least sixty (60) days prior written notice, (iv) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement, (v) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) United may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, (viii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or United and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (ix) As otherwise specified in this Agreement.

Section 10 – Miscellaneous

Section 10.1 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

Section 10.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, United can assign this Agreement, including all of its rights and obligations to United's affiliates, to an entity controlling, controlled by, or under common control with United, or a purchaser of all or substantially all of United's assets, subject to notice to Customer of the assignment.

Section 10.3 Governing Law. This Agreement is governed by the applicable laws of the State of Connecticut. This provision shall survive the termination of this Agreement.

Section 10.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 10.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 10.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 10.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 10.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants United permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for United to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 10.9 Compliance with Laws and Regulations. The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

Section 10.10 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 10.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

EXHIBIT A – STATEMENT OF WORK

The following are the administrative services United has agreed to provide to Customer. Customer may request that United provide services in addition to those set forth in this Agreement. If United agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by United, for these additional services. The Services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section A1 Network

Network Access, Management and Administration. United will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

United generally does not employ Network Providers and they are not United's agents or partners, although certain Network Providers are affiliated with United. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through United's affiliates' networks, or the payment for services rendered by the provider or facility.

Value Based Contracting Program. United's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with United's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as United makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if United makes the determination that the Network Provider failed to meet a standard, United will return to Customer the applicable amount. United shall provide Customer reports describing the amount of payments made on behalf of Customer's Plan.

Only the initial claims based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section A2 Recovery Services

Claim Recoveries. United will provide recovery services for Overpayments, but United will not be responsible for recovery costs except as otherwise stated in this section. United will be responsible for recovery costs and reimbursement of any unrecovered Overpayment only to the extent the Overpayment was due to United's gross negligence.

In some instances, United may be able to obtain Overpayment recoveries by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, the prioritization of Overpayment credits based on the age of the Overpayment in United's system and funding type. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made through offset will be identified in the monthly reconciliation report provided to the designated representative for Customer's Plan.

Subrogation. United will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as “Third Party Liability Recovery” (or “subrogation”). Customer will not engage any entity except United to provide the services described herein without United’s prior approval.

Recovery Fees. Customer will be charged fees when any of the services described herein are provided by United through a subcontractor or affiliate. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

Recovery Process. Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of United’s standards and procedures may not result in full or partial recovery for any particular case. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. United may initiate litigation to recover payments, but United has no obligation to do so. If United initiates litigation, Customer will cooperate with United in the litigation.

If this Agreement terminates, or, if United’s recovery services terminate, United can continue to recover any payments United is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

Fraud and Management. United or its affiliate will provide services related to the detection, prevention, and recovery of abusive and fraudulent claims. United’s Fraud and Abuse Management processes will be based upon United’s proprietary and confidential procedures, modes of analysis and investigations.

United will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and United’s other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if United decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to United the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. United does not guarantee or warranty any particular level of prevention, detection, or recovery. United agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if United’s claim recovery services terminate, United can elect to continue fraud and abuse recoveries that are in progress, and the fees will continue to apply.

Section A3 Providing Funds

Responsibility for Payment of Plan Benefits. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits except when Customer is recognized as both the provider of covered services and the payee and check suppression services apply.

Bank Account. United, under Customer's employer identification number, will open and maintain a Bank Account at the Bank under United’s sole control (“Bank”) to provide United the means to access Customer's funds for the purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments), or other Customer financial obligations and, when authorized by Customer, fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United’s self-funded customers. The funds in the Bank Account are Customer's and will not be comingled with any other customer funds.

Balance In Account. Customer will maintain a minimum balance in the Bank Account in an amount equal to not less than 6 days of expected Bank Account activity. United will establish this amount based on expected Plan payment obligations, with appropriate adjustments for anticipated non-daily activity (e.g., prescription drug benefits and fee payments) as determined by United. United will determine if circumstances warrant increasing this minimum balance, and will notify Customer if and when the required minimum balance or the amount changes.

The required minimum balance is based on Customer's financial condition as assessed by United. In the event United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated

or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may revise the required balance effective five (5) days from the date of notice to Customer.

Issuing and Providing Funds for Checks and Non-Draft Payments. Checks and/or non-draft payments will be written on and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

Transfers of Funds. Funds will also be withdrawn from the Bank Account when a transfer of funds has been made electronically. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments or expenses as they are issued.

Calls for Funds. The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each banking day to satisfy the previous day's liability.

Customer will authorize United to initiate Automated Clearing House (ACH) transfers from Customer's own designated funding bank account to the Bank Account for amounts that are due. Every 6 business day(s), United will notify Customer of the amount due and United will within one business day, ACH, initiate transfers from Customer's own designated funding bank account to the Bank Account. The number of days between transfers and the method of transfer are based on Customer's financial condition as of the Effective Date as assessed by United, as well as Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated, or Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Underfunding. If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may stop issuing checks and non-draft payments and suspend any of its other services under this Agreement for the period of time Customer does not provide the required funding. (4) If Customer does not correct the funding deficiency within three banking days of United's notice to Customer, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding at the standard rate that United charges to its self-funded customers for underfunding of bank accounts.

Stop Payments on Outstanding Checks. At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in its own designated funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

Funding After Termination. When this Agreement terminates, the funding method will remain in place for the length of the run-out period. After the run-out period has ended, that funding method will cease and Customer will deposit and maintain in the Bank Account sufficient funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks and other funding obligations. This period will be reasonable, as determined by United. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section A4 Medical Benefit Drug Rebate Payments

Allocation and Payment of Rebates. From time to time, United or a subcontractor may negotiate with drug manufacturers regarding the payment of medical benefit Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. Customer will receive 80% of the medical benefit Rebates United

receives. United will retain the balance of such medical benefit Rebates as part of United's compensation. When United negotiates directly with drug manufacturers for the payment of medical benefit Rebates to United, United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates from the drug manufacturer. If United is not able to make payment to Customer within thirty (30) calendar days, United will pay interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay medical benefit Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Customer will only receive Customer's medical benefit Rebates to the extent that medical benefit Rebates are actually received by United. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving medical benefit Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for medical benefit Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer's and Plan's entitlement to medical benefit Rebates (including forfeiture of any medical benefit Rebates earned but not paid). In addition, Customer agrees to reasonably cooperate with United in order to obtain medical benefit Rebates.

Subcontractor Compensation. If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of medical benefit Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. United will provide information on the amount, if any, retained by the subcontractor as compensation for its services, in advance of Customer's execution of this Agreement. In addition, United will provide Customer with thirty (30) days advance notice of any material increase in or method for subcontractor compensation. If at any time Customer does not find the subcontractor compensation acceptable, Customer may terminate the medical benefit Rebates services after thirty (30) days advance written notice to United.

Section A5 Claims Determinations and Appeals

Claim Procedures. Customer appoints United a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment and (ii) performing the fair and impartial review of first level internal appeals. As such, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan and (ii) determine the validity of charges submitted to United under the Plan. This delegation is subject to Customer's retention of full responsibility as Plan Administrator for the final review of adverse benefit determinations and to make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeals process. If United denies a Plan benefit claim, in whole or in part, United will notify the claimant of the adverse benefit determination and the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or those which are required under applicable law. If a second internal appeal is requested, United will forward to Customer documentation regarding the adverse benefit determination necessary for Customer to conduct the final internal appeal. Customer will notify United and the claimant of the outcome of the final internal appeal. Customer's determination will be final and binding on the claimant and all other interested parties, except as otherwise provided under the external review program described in this Section.

Appeals of Urgent Care Claims. Except as otherwise provided in this Agreement, Customer appoints United a named fiduciary under the Plan with respect to appeals of Urgent Care Claims. United will conduct one review of a denied Urgent Care Claim and issue a final determination as soon as possible, in accordance with applicable law. Customer delegates to United the discretionary authority to construe and interpret the terms of the Plan and to make final binding determinations concerning the availability of Plan benefits regarding these claims.

Section A6 Systems Access

Access. United grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain United's. To obtain access to the Systems, Customer will obtain, and be responsible for

maintaining, at no expense to United, the hardware, software, and Internet browser requirements United provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

Security Procedures. Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to United, and maintain appropriate logs and monitoring of system activity, Customer shall notify United within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by United which impact the System.

Termination. United reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by United, including any amendments thereto or (ii) immediately on the date United reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Services, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, Customer agrees to cease all use of Systems, and United will deactivate Customer's identification numbers, passwords, and access to the System.

Section A7 Pharmacy Benefit Services

Pharmacy Network. United or its affiliate will provide the Pharmacy Benefit Services described in this Section. United will make Network Pharmacies available to Customer Participants, through United's affiliate. United will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. United will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network. Upon request, United will provide Customer information on the reimbursement rate to United's affiliated Network Pharmacies.

Mail Order Pharmacy Services. United will provide, through United's affiliate, mail order pharmacy services for Customer's Participants. Customer's pricing terms for mail order pharmacy services are based on package sizes of 100 units, 16 ounce quantities or the next closest quantity available and at least a 46 day supply. Prescriptions filled through the mail order pharmacy that are less than a 46 day supply will be processed at retail pricing and will be counted with retail utilization. United will retain the difference between the package size of 100 units or 16 ounces and the actual manufacturer's package size which the mail order pharmacy's price is based on.

Prescription Drug List (PDL). Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of an FDA-approved prescription drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the prescription drug product, as well as whether supply limits or notification requirements should apply. Economic

factors may include, but are not limited to, the prescription drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the prescription drug product.

United may periodically change the placement of a prescription drug product among the tiers and/or recommend specific prescription drug product exclusions from coverage. These changes generally will occur three times per year, but no more than six times per calendar year. These changes may occur without prior notice to Customer however United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the website, or by calling customer service.

Claims Processing. United will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement. On mail order and retail pharmacy services, United will retain the difference between what we reimburse the Network Pharmacy and Customer payment for a prescription drug product or service.

United maintains systems for processing pharmacy claims and may receive access fees as compensation for services United provides to Network Pharmacies.

Section A8 Pharmacy Benefit Rebates

Allocation and Payment of Rebates. United will negotiate with drug manufacturers for the payment of Rebates to United. The amount of Rebates that is available depends on many factors including whether Customer has an incentive benefit design, arrangements with drug manufacturers, the volume of prescription drug claims and the structure of the PDL. United will pay Customer an amount equal to 80% of the Rebates United receives (and United may pay interest on this amount as described in this Section). United will retain the balance of such Rebates (and any related interest) as part of United's compensation. Customer agrees that all payments associated with Rebates and any related interest are not due and owing to Customer until United actually pays them to Customer pursuant to this Agreement.

Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates, generally four times per year. For any Rebates not paid to Customer within thirty (30) calendar days of United's receipt, United will pay Customer interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Payments to Pharmacies. In connection with prescription drug claims, there may be a timing difference between when United withdraw funds from Customer claims account and when United issues payments to pharmacies and other payees. United may retain interest earned on these amounts during this time. Interest is expected to be paid at overnight deposit rates by United's banking institution.

Customer Compliance. Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Rebates on or the purchase of prescription drug products from any manufacturer with respect to the pharmacy benefits. If you or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer and Plan's entitlement to Rebates (including forfeiture of any Rebates earned but not paid) and/or terminate the pharmacy benefit services. Termination of pharmacy benefit services shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for medical management services under this Agreement. In addition, Customer agrees to reasonably cooperate with United in order to obtain Rebates. Customer will encourage Customer Participants to use

a Network Pharmacy. Customer will also encourage Customer Participants to electronically access the PDL on United's website, and encourage Participants to share the PDL with their physicians or refer their physicians to the PDL on United's website.

Schedule of Services

A. ACCOUNT MANAGEMENT SERVICES

Service	Comments
Implementation and maintenance of account.	
Enrollment meetings and support for locations that meet United's criteria.	Minimum six weeks notice of meeting.
Standard initial enrollment kit.	
Bulk mailing of initial enrollment kits to Customer based on United's criteria.	
Ongoing account management including: <ul style="list-style-type: none"> ● Designated account resources. ● Ongoing management and review of benefits and data. 	
Standard accounting structure based on United's criteria: <ul style="list-style-type: none"> ● Suffixes to accommodate separate claims reporting for different benefit plans. ● Claim accounts to accommodate separate claims data for different locations and groups. 	
Electronic Bill Presentment and Payment (EBPP) , which provides capabilities to: <ul style="list-style-type: none"> ● View invoices online. ● Sort and search enrollee information. ● Download billing information. ● Remit payment online. 	
Online administration services accessed through United's Employer eServices Web site including online eligibility maintenance and claim status inquiry.	Customer reporting is included to the extent indicated in Section D. eServices Customer Reporting Services.
Summary Plan Description (SPD) Assistance. United will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon with one additional draft, in response to Customer's comments, and a final draft SPD. "Plan", for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English. United will print each SPD in its standard size and with United's standard cover in a quantity equal to 110% of the number of Employees participating in the plan, and ship to a single location and/or post online.	<p>If the SPD is not finalized sufficiently in advance of the Effective Date of United's services, United will either (i) utilize the summary of Plan benefits and exclusions that United has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved or (ii) create, at United's discretion, an operational SPD which will be based upon the summary of Plan benefits that Customer has reviewed and approved. United will administer claims and otherwise provide its services in accordance with this summary of Plan benefits and exclusions or operational SPD, as the case may be, and it will govern and remain in full force and effect until a final SPD is provided to United.</p> <p>If United is providing Drafts only or if Customer is producing the Final SPDs, Printing of SPDs will be at an additional cost.</p>
Summary of Benefits and Coverage: <ul style="list-style-type: none"> ● Electronic version in United's standard format. ● For medical Plans administered by United. ● Initial request and up to 1 amendment per year. 	

B. ELIGIBILITY MANAGEMENT SERVICES

Service	Comments
Standard ID Card production and issuance.	United has assumed the addition of Customer's logo in an acceptable format to the ID card.
Alternative member ID numbers generated by United (not based on SSN).	
Electronic Eligibility Processing	

Service	Comments
Electronic Enrollment processing: <ul style="list-style-type: none"> Each submission to be a single consolidated file. Separate eligibility submissions for COBRA. Initial load of primary physician data (when applicable) to be supplied electronically with ongoing changes submitted via Employer eServicesSM Web site. 	
Submission format: <ul style="list-style-type: none"> UnitedHealth Group[®] Standard 3005 Format; HIPAA 834 Compliant Format; or HR-XML format. Single data source required. Submission frequency: <ul style="list-style-type: none"> Changes file daily in combination with a full population file on a monthly schedule. Or <ul style="list-style-type: none"> Changes file weekly or bi-weekly in combination with a full population file on a monthly or quarterly schedule. Or <ul style="list-style-type: none"> Full file weekly or bi-weekly. Transmission method: <ul style="list-style-type: none"> FTP with United's approved encryption or direct connect. 	

C. UNDERWRITING AND FINANCIAL SERVICES

Service	Comments
Overall program accounting (year-end reconciliation).	
Claim projections.	
Annual Projection of cost impact for benefit design changes.	
Annual Projection of conventional premium equivalent rates.	
Annual Reserve estimates.	
Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other health care professionals.	
Provide required data necessary to enable Customer to file Form 5500.	

D. eSERVICES[®] CUSTOMER REPORTING SERVICES

Service	Comments
An online customer reporting system including up to five customer IDs.	
Reporting Access Levels: <ul style="list-style-type: none"> Standard – Basic report package of “subscription” financial and utilization information produced on a pre-scheduled basis. Select – In addition to the Standard features, interactive access to eCR tools allowing the user to customize report parameters to facilitate detailed views of the data. Includes a broad array of membership and utilization reports. Expanded – In addition to the Select features, allows the user greater ad-hoc and customizable capabilities to obtain detailed performance information. 	<p>Customer's access level is based upon its election.</p> <p>Expanded Level reports are available to customers with Select Level reporting on an ad hoc basis for an additional charge per report.</p>
Non-standard or ad hoc reports	Fees are determined on a report-specific basis
United reserves the right, from time to time, to change the content, format and/or type of its reports.	

E. CLAIMS ADMINISTRATION SERVICES

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to United in order for it to determine whether a benefit is payable under the Plan's provisions. Customer delegates to United the discretion and authority to use United's claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer's benefit plans.	
Claim history load from one prior carrier using United's standard process.	
Standard claims processing including: <ul style="list-style-type: none"> ● Re-pricing and payment of claims. ● Auto and manual adjudication using proprietary software. ● Claim edit/review and cost containment program ● Pending and subsequent claim review. 	
Standard claim forms (when applicable).	
Medical claim review of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.	
Standard coordination of benefits for all claims with automated investigation once every 12 months.	
Production and distribution of monthly Health Statements.	
Processing of run-out claims (meaning claims incurred prior to the termination date) for six (6) months following termination.	<p>If the Agreement terminates because Customer fails to pay United fees due, fails to provide the funding for the payment of benefits, or United terminates for any other material breach, run-out will not apply.</p> <p>The fee for run-out claims processing is equal to the last two months' Standard Medical Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Term, a matured Standard Medical Service Fee will be used as the basis for the run-out fee.</p> <p>The fee for run-out claims processing is equal to the last three months' Standard Medical Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Term, a matured Standard Medical Service Fee will be used as the basis for the run-out fee.</p> <p>United will bill Customer for the full amount of run-out fee that Customer owes, generally one month prior to the Agreement's termination date. The full payment of run-out fees is due and payable before run-out claims processing will begin. United will only process run-out claims if Customer is current with all fee obligations at time of termination.</p> <p>Suspension of Run-out Processing If Customer does not pay the run-out fees it owes United when due as set forth above, United will notify Customer. If Customer does not make the required payment within five (5) business days of United's notice to Customer, United may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.</p>

Service	Comments
	Termination of Run-out Processing Run-out claims processing will terminate: (1) the date United gives Customer notice of termination because Customer did not pay the run-out fees Customer owed United when due as set forth above, or (2)] if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.
Check Suppression Services when Customer is recognized as both the provider of covered services and the payee.	Customer delegates to United the discretion and authority to develop and use standards and procedures for any check suppression services that United provides under this Agreement, including, but not limited to, deciding whether to invoke check suppression for a particular claim.
Application of subrogation services.	
Fraud and Abuse Management Recovery Program.	The fee includes all work to identify recovery opportunities, research, conduct data analysis, investigate, negotiate settlements without the use of outside counsel, and draft legal documents. If outside counsel is retained for a group of payers seeking the recovery, a proportionate amount of the outside legal fees, equal to the payer's exposure in the case to the total exposure in the case, will be deducted from the gross recovery amount, after the fee has been deducted. Customer will be given the option to participate or decline participation in the settlement.
Hospital Bill Audit Program.	
Credit Balance Recovery Program.	
Advanced Analytics and Recovery Services	United or its affiliate will use a combination of large scale analytics, information and analysis to identify post-adjudication claims for additional overpayment opportunities.

F. MEMBER SERVICES

Service	Comments
Toll-free access to a customer care unit using a dedicated number	
Employee access to a member website enabling Participants to: <ul style="list-style-type: none"> ● Check claim status. ● Check eligibility information. ● Search for providers and online health information. 	

G. MEDICARE SERVICES

Service	Comments
Medicare Secondary Payer Reporting. United shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions (the Reporting Requirements) in Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. United shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to the Customer's failure to provide the required data.	Customer agrees to provide to United in a timely manner and in an agreed upon format any and all data that United requires to comply with the Reporting Requirements.

H. NETWORK SERVICES

Service	Comments
Network access, management and administrative activities	Standard on all network plans.
UnitedHealth PremiumSM Designation Program	Available in designated markets.
Network access to chiropractic and complementary	

Service	Comments
alternative medicine providers	
Physical Health Clinical Support Program for Chiropractic and Complementary Alternative providers.	
Transplant Solutions (TS) Services <ul style="list-style-type: none"> ● Transplant Network via Centers of Excellence (COE) ● Transplant Access Program (TAP) Network ● Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. 	
Reasonable and customary charge guidelines for out of network surgical, medical, lab and x-ray claims.	
Maximum Non-Network Reimbursement Program (MNRP) for non-emergency non-network claims.	
Shared Savings Program Application of the Shared Savings Program provides additional savings on select non-Network facility and physician claims not eligible for standard network discounts. Program provides access to discounted charges made available to United from health care providers who contract or will negotiate with, a third party to provide such discounted charges.	The services under this program provide access to provider discounts only and do not include credentialing of providers or other Network services. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services under the Shared Savings Program. United can terminate the Shared Savings Program at any time for any reason.
Access to Extended Networks (leased networks)	Available at an additional charge.

I. CARE MANAGEMENT AND OUTREACH SERVICES

Service	Comments
Personal Health Support , an integrated personal health management program using a designated team of nurses and incorporating elements of care management core activities such as case management and support around specific treatment decisions. A pregnancy program, consumer engagement notification program including gaps in care messaging, and a predictive model specific to Customer are also included.	Coordination with external vendors is subject to an additional fee.
Medical policy functions , as guided by a medical director.	Standard on all managed plans.
Disease Management Programs	Coordination with external vendors is subject to an additional fee.
Complex Medical Conditions: <ul style="list-style-type: none"> ● Cancer Resource Services ● Congenital Heart Disease Resource Services ● Healthy Pregnancy ● Kidney Resource Services ● Maternity Support Program 	
Alternate Care Proposals (ACP) which provide appropriate and cost effective health care services and supplies alternatives that would otherwise not be covered by the Plan.	Customer consents to United's use and administration of the ACP program and delegate to United the discretion and authority to develop and revise ACPs.
Activation programs to engage Participants including , monthly health statements member call services, and access to member portal with consumer messaging	
Predictive modeling , using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status.	Standard on all managed plans. Additional charges apply for integrating an outside vendor's pharmacy data.

J. UNITED BEHAVIORAL HEALTH — MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

Service	Comments
<ul style="list-style-type: none"> • Behavioral Health Solutions, Full Care Management • Network access, development and maintenance. • Ongoing case management. • Outpatient care management. • Inpatient care management. • Outcomes measurement. • Claims processing, adjudication and member services. • Account management, reporting and communication materials. • Interface with employee assistance program (EAP) vendors. • Enhanced Autism Program 	

K. EMPLOYEE HEALTH EDUCATION AND MEDICAL SELF-CARE PROGRAM SERVICES

Service	Comments
<p>NurseLineSM - provides 24-hour access to registered nurses.</p> <p>Health Content – providing members with access to online Health and Wellness content/health assessments/health coaching, personal health records (located on myuhc.com), and automated messaging.</p>	

L. UNITEDHEALTH ALLIES® DISCOUNT PROGRAM

Service	Comments
<p>Core UnitedHealth Allies® Discount Program enabling plan participants to access pre-negotiated savings on certain out-of-pocket health care purchases. The discount value program is not a health insurance plan.</p>	<p>The Core UnitedHealth Allies® Discount Program can be made available to non-covered employees or employees participating in plans not administered by United for an additional fee.</p>

M. MANAGED PHARMACY SERVICES

Service	Comments
<p>Integrated Pharmacy Services including:</p> <ul style="list-style-type: none"> ● Claims processing ● Eligibility management ● Benefits management ● Reporting (available through eServices) ● Retail Pharmacy Network Management ● Mail Order Services. ● Customer Care Center Services - Toll-free access to customer care voice response unit (for location of network pharmacies), and a pharmacist ● Specialty Pharmacy ● Support staff and account management 	<p>Postage paid return envelopes are <u>not</u> included and are not available.</p>
<p>Standard Clinical programs such as standard notification, quantity level limits, and quantity per duration.</p>	
<p>Additional programs such as dispense as written (DAW) interventions, retail flags and edits, maximum allowable cost pricing (retail), and generic and mail order programs.</p>	

N. VISION SERVICES

Service	Comments
<p>United, through its specialty services affiliate, will process claims for covered services (vision services and materials that are eligible for reimbursement under Customer's vision Plan). Claims for reimbursement of vision Plan benefits must be submitted in a form that is satisfactory to United. United will determine whether a benefit claim is reimbursable under the vision Plan provisions including an initial determination as to whether a claim is considered a covered service. Customer delegates to United the discretion and authority to use United's claim procedures and standards for benefit claim determination and reimbursement.</p>	
<ul style="list-style-type: none"> • As United's affiliate's negotiated rate schedule may vary from participating provider to participating provider, United's affiliate will: (1) absorb any financial loss, without additional charge to Customer, in the event that the amount that United's affiliate pays the participating provider, or, in the case of materials, United's affiliate's optical laboratory, exceeds the amount that Customer pays United's affiliate for that covered service; and (2) retain, as part of its compensation, the difference in the event that the amount that Customer pays United's affiliate for arranging for the provision of a covered service exceeds the amount that United's affiliate pays the participating provider, or, in the case of materials, United's affiliate's optical laboratory, for providing that covered service. • In the case of non-covered service(s) or material(s) United's affiliate expressly reserves the right to retain, as part of its compensation, without additional charge to Customer, any amount(s) collected from a Participant pursuant to the Participant's vision Plan, that exceeds the payment to participating provider for such non-covered service(s) or material(s) under the applicable negotiated rate schedule. 	<p>The following sections of the Agreement do not apply to vision services:</p> <ul style="list-style-type: none"> ● Subrogation Hospital Bill Audit Program ● Credit Balance Recovery Program ● External Review Program ● SSAE16 Reports

O. DENTAL SERVICES

Service	Comments
<p>Dental Services, includes Customer's access to a dedicated dental representative, Customer's Participants' access to a dental customer service unit, claim processing by UnitedHealthcare Dental and Customer's Participant's access to the national dental network.</p> <p>Additionally, through Dental services, United will provide Dental Care Management and Outreach Services including a Prenatal Care Dental Program and Oral Cancer Screening. These programs provide for additional preventive dental care coverage for expectant mothers and technology to help show whether Customer's members have oral cancer or a pre-cancerous lesion.</p>	

EXHIBIT B –FEES

This exhibit lists the fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from January 1, 2016 through December 31, 2016. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based upon an estimated minimum of 255 enrolled Employees

Effective January 1, 2016 through December 31, 2016: The Standard Medical Service Fees are the sum of the following:

- \$31.99 per Employee per month covered under the Choice Plus HSA portion of the Plan.
- \$29.69 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size: 1.83.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$8.20.

Effective January 1, 2017 through December 31, 2017: The Standard Medical Service Fees are the sum of the following:

- \$41.79 per Employee per month covered under the Choice Plus HSA portion of the Plan.
- \$39.40 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size: 1.83.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$9.20.

Effective January 1, 2018 through December 31, 2018: The Standard Medical Service Fees are the sum of the following:

- \$43.47 per Employee per month covered under the Choice Plus HSA portion of the Plan.
- \$40.98 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size: 1.83.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$9.94.

Effective January 1, 2019 through December 31, 2019: The Standard Medical Service Fees are the sum of the following:

- \$45.20 per Employee per month covered under the Choice Plus HSA portion of the Plan.
- \$42.62 per Employee per month covered under the Choice Plus portion of the Plan.

Average Contract Size: 1.83.

Pharmacy Administrative Fee Credit

The Standard Medical Services Fees reflect a credit in the amount of \$10.43.

Pharmacy AWP Contract Rate

Customer’s contract rate for prescription drugs is as provided in Exhibit B. United uses Medi-Span’s national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Shared Savings Program	Customer will pay a fee equal to 35% of the Savings Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
Standard Dental Administrative Service Fees	The Standard Dental Service Fees are the sum of \$4.89 per Employee per month covered under the PPO portion of the Plan.

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2016 and ending on December 31, 2016 (“Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United reserves the right from time to time to replace any report or change the format of any report referenced in these guarantees. In such event, the guarantees will be modified to the degree necessary to carry out the intent of the parties. United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Implementation -- Applies to First Year Only			
A formal implementation plan, which defines key tasks, dependencies and completion dates will be developed and agreed to by both parties. The lack of a mutually agreeable formal implementation plan will nullify these implementation guarantees in total. Failure on the customer's part to complete, by the agreed upon dates, the key dependent tasks associated with the implementation guarantees outlined below will also nullify that guarantee.			
Initial ID Card Issuance			
Definition	ID cards will be postmarked within the parameters set forth after the final eligibility data has been system loaded, passed a quality assurance check, passed a system load test and has been released to the ID card production area.		
Measurement	Percentage of cards issued		99%
	Issuance time frame, business days or less	business days	10
Criteria	Calculated on a pro-rated basis, based on the actual number of late cards as a percent of the total number of cards. ID card turnaround time guarantees are based on United's performance during the implementation process.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Claim Ready Date			

Definition	Ready to pay electronic claims by the later of the effective date or within the designated number of days following the completion of key implementation tasks: (i) Account structure and benefit plan details are defined and written approval has been provided by the customer; (ii) final eligibility has been received and successfully tested by United; and (iii) if so negotiated, deductibles and lifetime maximums from the previous carrier received in a mutually agreed upon format, accurate, and loaded electronically.		
Measurement	Electronic claim ready by effective date or the later of business days or less	business days	18
Criteria	If any additional changes are received or requested after written approval is received, 10 additional business days will be required for changes affecting up to ten benefit plans (sets); 20 additional days will be required for changes affecting ten or more benefit plans (sets).		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Eligibility Loading			
Definition	Initial implementation electronic eligibility files will be loaded within the timeframe set forth following receipt of clean eligibility file.		
Measurement	Files loaded, in business days or less	business days	3
Criteria	Clean eligibility file once approved by Customer and/or its designee and United, which must be: a) error free; b) formatted per United's standards; and c) received by 12:00 p.m., EST on the scheduled date, or the guarantee period starts the following business day.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Financial Accuracy (FAR)			
Definition	Financial accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims dollars processed accurately		99.3%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars submitted for payment.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	99.29% - 99.06% 99.05% - 98.81% 98.80% - 98.56% 98.55% - 98.30% Below 98.30		

Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed to Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$1,100

Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$1,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administers your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$550
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$550
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria	01/01/2016	01/01/2017	01/01/2018
	Combined Discount Guarantee		
	Retail Brand, Average Wholesale Price (AWP) less	17.6%	17.6%
	Retail Generic - 30 Day, AWP less	73.0%	73.0%
	Mail Order Brand, AWP less	22.1%	22.1%
	Mail Order Generic, AWP less	74.5%	76.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
	Dispensing Fees		
	Retail Brand	\$1.40	\$1.40

	Retail Generic	\$1.40	\$1.40	\$1.40
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fees			
	Administrative Fee Credit (PEPM)	\$8.20	\$9.20	\$9.94
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined contracted discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount are less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. • The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers. <p>Rebate Specific Conditions</p> <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • if Customer changes or does not elect an Incented plan design <p>General Conditions</p> <ul style="list-style-type: none"> • On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. • A minimum of 230 Employees and 420 Participants enrolled in the pharmacy plan is required. • The lessor of two logic (ZBL) will apply to Participant payments. Participants pay the lessor of the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider and a mail benefit design as applicable to the historical data provided for the purpose of this cost proposal. All rates and fees are subject to change otherwise. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit. 			
TRRX (05/2015)				

UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2016 through 12/31/2016 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Actual Discount Range	Fees At Risk
Less Than 47.0%	10.0%
47.0% - 48.0%	8.0%
48.0% - 49.0%	6.0%
49.0% - 50.0%	4.0%
50.0% - 51.0%	2.0%
Greater Than 51.0%	0.0%

We agree to reimburse CITY OF BURLESON the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 10.0% of the standard medical fees (excluding optional and non-standard fees).

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions*:

- Employees enrolled in a UnitedHealthcare Choice Network 255
- Target Network Savings Percentage (Illustrative) 54.0%
- Risk Free Corridor 3.0%
- For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.
- Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.
- We reserve the right to exclude claims billed utilizing billing software, showing billed charges (excluding ineligible and not covered charges) equal to the negotiated rate from this guarantee.
- We reserve the right to exclude all claims for claimants with covered charges \$75,000 or greater during the guarantee period.
- Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.
- Mental Health/Substance Abuse claims are excluded.

The table below contains anticipated enrollment by market. The Other category is made up of markets with smaller concentrations of employees.

Market Name	Employees	Employee %
DALLAS	248	97.3%
Other	7	2.7%
Total/Average*	255	100.0%

Groups added by CITY OF BURLESON after the plan's effective date will be factored into this guarantee according to their date, size and enrollment by network.

A minimum of 225 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

- The benefits requested and/or quoted change prior to or after the effective date of this quotation.
- An award is not made within 90 days of the issuance of this quotation.
- Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

UHC reserves the right to adjust the discount guarantee should provider chargemaster increases (the rate by which provider charges increase) vary from assumed levels.

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

At the time of reconciliation, discounts will be calculated per the language set forth in this guarantee and may not match figures shown in other client reports produced throughout the year.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its affiliates (“Business Associate”) and City of Burlison (“Covered Entity”) and is effective on January 1, 2016 (Effective Date).

The parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).
- 1.2 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.3 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.4 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate’s failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Rule.

- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.
- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. TERMINATION

- 5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered

Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.

6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.



Human Resources Benefit Contracts

Cheryl Marthiljohni, Director of Human Resources
Council Meeting - November 4th, 2024

Background

- 2021 RFP conducted for benefit plan years 2022 up to 2026 for multi-year contracts and renewal options
- Contract renewals include authorization for expenditures
- Costs approved in the FY25 budget

UNITED HEALTHCARE (UHC)

Contract Renewal

- Medical and dental third-party claims administration for self-funded plan in 2025 - \$69,181.80
- Vision fully insured plan employee paid coverage in 2025 - \$49,059.36 (no fiscal impact)

Renewal Administration Fees			
Coverage Type	PEPM	AVG/EST Enrolled	Annual Cost
Medical	\$10.26	390	\$48,016.80
Dental	\$4.15	425	\$21,165.00
Vision	*	341	\$49,059.36
TOTAL			\$118,241.16
*Voluntary benefit vision rates \$7.56 individual /\$16.24 family			



Assumptions estimate fully staffed full year with opt in coverages

Alliance Work Partners

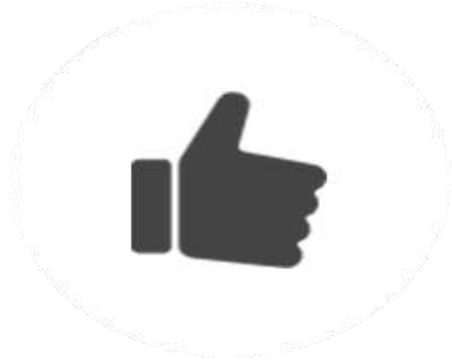
Employee Assistance Program (EAP) - Contract Renewal

- EAP is a confidential workplace benefit that provides various work/life resources to full-time and part-time employees to help overcome personal challenges. One of the primary services is free in-person (or virtual) counseling with a licensed therapist. Employees can connect with resources for legal assistance, help finding childcare or eldercare, “safe ride” assistance to reimburse emergency cab fare as well as other programs.
- RFP issued in 2021 for 2022 plan year and option to renew for up to 5 years.
- Alliance Work Partners provided a rate guarantee for 2 years from 2022-2023. In 2024 and again in 2025, rates remain flat with no increase.
- The contract has been renewed since 2022. The overall estimated cost of this contract exceeds \$50,000 in plan year 2025.



Assumptions estimate fully staffed full year with opt in coverages

Plan Year	Average/Estimated Enrolled	Total Annual
2022	506	\$11,965.78
2023	556	\$13,139.10
2024	572	\$13,510.26
2025	600	\$14,184.00
TOTAL		\$52,799.14



Staff recommends approving expenditures for
2025 contract renewals for United Healthcare (UHC)
and Alliance Work Partners (EAP)

Questions

THE CITY OF
BURLESON
TEXAS

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.

UnitedHealthcare Services Inc
Minnetonka, MN United States

Certificate Number:
2024-1228456

Date Filed:
10/18/2024

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

Date Acknowledged:

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.

906435
Administration of medical, pharmacy, dental and vision plans.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Flannery, Scott	Richardson, TX United States	X	X

5 Check only if there is NO Interested Party.

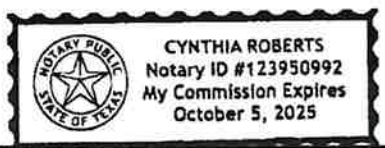
6 UNSWORN DECLARATION

My name is Scott Flannery and my date of birth is _____

My address is 1311 W. Pres. George Bush Richardson TX 75080 USA
(street) (city) (state) (zip code) (country)

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

Executed in Collin County, State of Texas, on the 2nd day of October, 2024.
(month) (year)



Cynthia Roberts
Signature of authorized agent of contracting business entity (Declarant)

City Council Regular Meeting

DEPARTMENT: Human Resources
FROM: Cheryl Marthiljohni, of Human Resources
MEETING: November 4, 2024

SUBJECT:

Consider approval of a minute order authorizing \$14,184 in additional funding with Alliance Work Partners (CSO# 1860-09-2021) to be the city's Employee Assistance Program (EAP) for plan year 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)

SUMMARY:

As a part of the City's competitive benefits package, the city offers full-time and part-time employees' access to the Employee Assistance Program (EAP) benefit. The EAP is a confidential workplace benefit that provides various work/life resources to employees to help overcome personal challenges. One of the primary services is free in-person (or virtual) counseling with a licensed therapist. EAP is more than a counseling service. Employees can also get connected with resources for legal assistance for items such as will preparation, financial/credit counseling, help finding childcare or eldercare, "safe ride" assistance to reimburse emergency cab fare if a designated driver is not available, training, as well as other programs and assistance.

The city issued an RFP in 2021 for insurance benefits for beginning plan year 2022 with an option to renew for up to 5 years. Alliance Work Partners provided a rate guarantee for 2 years from 2022-2023. In 2024 and again in 2025, rates remain flat with no increase.

This contract has been renewed since 2022. The overall estimated cost of this contract exceeds \$50,000 in plan year 2025, which requires City Council approval for the continued funding of the contract.

Plan Year	Average/Estimated Enrolled	Total Annual
2022	506	\$11,965.78
2023	556	\$13,139.10
2024	572	\$13,510.26
2025	600	\$14,184.00
TOTAL		\$52,799.14

In addition to the Alliance Work Partners - EAP benefit, the city will offer a new wellness benefit for First Responders in 2025. This benefit provided by First Responder Health, will offer a confidential peer support hotline, unlimited online training, and quarterly peer support training.

Pricing is \$5 per first responder per month (includes families) with a 3-year rate guarantee. The cost of this benefit is estimated less than \$15,000/annually. This benefit will be offered to Fire, Police, Public Safety Communications, and Animal Services employees. The United Healthcare 2025 renewal provides an additional \$10,000 to the employee wellness allowances/credits, which will help offset costs for this new benefit. This benefit will be administratively approved based on price.

RECOMMENDATION:

Staff recommends approving renewal contract with Alliance Work Partners to be the city’s Employee Assistance Program (EAP) provider in the amount of \$14,184 as awarded from RFP 2021-017 for plan year 2025.

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

- Reviewed Health Fund Financials with Finance Committee on May 8, 2024
- Reviewed Proposed FY25, Compensation, Handbook, and Benefits with Council on July 22, 2024, during the Regular Council Meeting
- Reviewed FY25 Health Fund and Benefit plan changes for 2025 on September 9, 2024, during the Regular Council Meeting
- Reviewed proposed changes for 2025 Benefit plan year on October 7, 2024, during the Regular Council Meeting.

REFERENCE:

Not Applicable

FISCAL IMPACT:

The city provided EAP has a fiscal impact to the city of \$14,184 for calendar year 2025. The 2025 calendar year assumes all authorized full-time and part-time positions including the seasonal hiring volume.

City Paid Employee Assistance Program

Plan Year	Average/Estimated Enrolled	Total Annual
2025	600	\$14,184.00
TOTAL		\$14,184.00

STAFF CONTACT:

Cheryl Marthiljohni
 Director of Human Resources
cmarthiljohni@burlesontx.com
 817-426-9641

Alliance Work Partners
A professional service of Workers Assistance Program, Inc.
PURCHASE OF SERVICES AGREEMENT

New **Renewal**

DEFINITIONS:

- A. Eligible Participant means any employee of COMPANY who is included among the monthly head count on which the CAPITATED RATE is based, as well as any dependent living at the same residence of such an employee.
- B. Covered Services means the selection of services provided in this AGREEMENT in Exhibit I.
- C. "Employee" and Company Employee, whether or not capitalized and whether singular or plural, shall mean an employee or those employees of the COMPANY included among the monthly head count on which the CAPITATED RATE is based and who are eligible for the services provided by AWP pursuant to this Agreement.

ATTENTION SIGNATORY:

Initials are requested at the bottom of each page, however, a full signature in ENTIRE AGREEMENT section will be treated as agreement to all the terms in the exhibits and the basis for commencement of the contract.

This PURCHASE OF SERVICES AGREEMENT and attached Exhibits I and II, (hereinafter "AGREEMENT"), is executed on by and between Alliance Work Partners, (hereinafter "AWP") and City of Burluson, Tax I.D.# 75-6000475 (hereinafter "COMPANY"), (AWP and Company are hereinafter sometimes referred to collectively as the "parties" and individually as a "party," whether or not capitalized) and the parties do hereby covenant and agree as follows:

- 1. **PURCHASE OF SERVICES:** COMPANY purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this AGREEMENT and in the following Exhibits:
 - a. **Description of Services - Exhibit I.**
 - b. **Fee Schedule and Conditions - Exhibit II.**
- 2. **TERM:** This AGREEMENT shall commence, and services will begin on January 1, 2022 and shall automatically renew on the anniversary date each year, unless either party earlier terminates. This AGREEMENT can be terminated at any time by either party after providing to the other party advance notice of not less than 90 days of such termination. Notwithstanding the foregoing, AWP may terminate this AGREEMENT or suspend in total all obligations under PURCHASE OF SERVICES AGREEMENT immediately if any payment due pursuant to this AGREEMENT reaches 90 days past due. Services, if suspended, shall be reinstated in full upon confirmation and clearance of payment due for all past due amounts.

AWP Initials: COMPANY Initials: LG

3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY and/or Eligible Participants shall take place on premises provided by COMPANY, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to Eligible Participants will be conducted at a convenient, appropriate AWP office or other office arranged by AWP that is accessible by the Eligible Participant and AWP service providers.

4. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.

5. **CONFIDENTIALITY:** AWP and COMPANY agree not to use for any purpose other than the performance of this AGREEMENT, or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its agents to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”) that may be generated in the provision of Covered Services.

6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:

Alliance Work Partners
 2525 Wallingwood Drive, Building 5
 Austin, Texas 78746

The City of Burleson
 141 West Renfro
 Burleson, Tx. 76028-4261

Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date, or if emailed, specifically sent to am@alliancewp.com email address.

7. **ADDITIONAL TERMS:**

N/A

AWP Initials:

COMPANY Initials: LHL

8. **FORCE MAJEURE:** If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, epidemic, pandemic, or any other similar cause beyond the reasonable control of such party (each, a "**Force Majeure Event**"), then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Notwithstanding the preceding sentence, if the Force Majeure Event continues for a period of more than thirty (30) days, either party may thereafter deliver a notice of termination to the other party to be effective ten (10) days after receipt of such notice unless the Force Majeure Event has then ended. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall reasonably promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

ENTIRE AGREEMENT: This AGREEMENT constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this AGREEMENT is amended in writing pursuant to the terms of Paragraph 4, above.

Each of those executing this AGREEMENT warrants and represents that (s)he is authorized to bind his/her principal and execute this AGREEMENT in the capacity indicated.

ALLIANCE WORK PARTNERS

Signature: _____ Date: _____

Print Name: _____ Title: _____

COMPANY

Signature:  _____ Date: 09/07/21

Print Name: Bryan Langley Title: City Manager

AWP Initials: 

COMPANY Initials: 

Exhibit I
Description of Services

STANDARD SERVICES INCLUDED IN THIS AGREEMENT

Subject to the terms and conditions described herein, AWP will provide the following services:

1. Unlimited Consultation Including Assistance with the Development of Policies and Procedures.

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

2. Critical Incident Stress Debriefings.

Critical Incident Response Categories

- A. Critical Incident Stress Debriefing (CISD): CISD is an included service at no additional charge, for Eligible Participants covered by this AGREEMENT, on the conditions provided in this paragraph A. CISD is a group intervention designed to relieve the stress and trauma induced by a crisis impacting the work group of employees included among Eligible Participants. There is no limit to the number of precipitating events for which CISD services may be requested. A maximum of Five (5) hours of scheduled group services shall be provided in connection with any one precipitating event. Hours requested beyond the five (5) hours included for each precipitating event are subject to additional cost per the terms and conditions provided in paragraph C of this Section 2. Services will be scheduled at a mutually agreeable time during the period between three and seven days after the request for service is received by AWP. COMPANY agrees that a minimum of five (5) Eligible Participants will be scheduled to participate in a scheduled debriefing. If fewer than five (5) Eligible Participants are present at the agreed upon scheduled start time, the scheduled services will be considered On-site Counseling services for which COMPANY will be charged according to the rates and conditions provided in paragraph C of this Section 2, whether or not an Eligible Participant elects to meet with the facilitator. If no Eligible Participants are present 15 minutes after the agreed upon scheduled start time, COMPANY will be charged the rate in accordance with the conditions applicable to On-site Counseling provided in paragraph C of this Section 2 for the duration of the scheduled time requested by COMPANY, and the facilitator shall then be free to leave. Services will be performed by qualified individuals, certified to conduct CISD services.
- B. Expedited Response: Expedited response (any request for service to occur less than 48 hours notification to AWP) is available at an additional charge to COMPANY. AWP will provide on-site crisis counselor(s) within 5 to 48 hours of notification of a traumatic event by COMPANY. Requests received after 3pm Central Time Monday through Friday, shall be arranged for the next business day. Services include informal

AWP Initials:

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Rev. Approved :5/12/2020

outreach, check-in, supportive listening, problem-solving for immediate needs, assessment of mental/emotional health, and make recommendations as needed. Face-to-face counseling or other support services may be arranged as needed. COMPANY agrees to pay an amount of \$300.00 per hour (two hours minimum required) for Expedited Response services, as well as \$200.00 per hour (one hour minimum required) for travel to Company's site by counselor(s). COMPANY agrees to pay for total time requested, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

- C. On-site Counseling/Grief Support: Formal one-on-one on-site counseling is available at an additional charge to COMPANY. AWP will provide one-on-one, on-site counseling for Eligible Participants of COMPANY, at a private and confidential location provided by COMPANY, upon request. Services scheduled to take place during normal business hours of 8am to 5pm, Monday through Friday, are charged at the rate of \$250.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. Requests by COMPANY for scheduled on-site counseling/grief support falling outside of the times listed above are charged at the rate of \$300.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. COMPANY agrees to pay for the total time requested and actual travel time, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

3. Call Center Services 24 / 7 / 365 Provide Unlimited Assessment and Referral Services to Employees and Family Members.

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional AWP covered services or resources in the community. Our staff can conduct research on behalf of the Eligible Participant and attempt to provide at least three (3) targeted referrals specific to the needs of the Eligible Participant.

4. Case Management Services.

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the Eligible Participant.

5. Program Orientations to Supervisors and Staff.

Company employee and supervisor program orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing Company employee performance and retention when facing challenges.

6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.

Additionally, an orientation in online video-streaming formats is made available to all programs.

7. Personal, Professional Training and Onsite Services.

Up to three - (3) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be

AWP Initials:

COMPANY Initials:

provided by AWP. Onsite training, webinar training, health fair participation, etc., outside the maximum number of hours are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to Company employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

TRAINING REQUESTS & SCHEDULING:

Generally, training requests require a minimum one (1) hour and five (5) Company employees per class. Any exemption request to the minimum number of Company employees must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result, at AWP's election, in either a reduction in annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour fee will be charged COMPANY for the number of hours scheduled and then subsequently cancelled.

8. Short-term Counseling Services.

For each Eligible Participant, up to six (6) sessions are provided per issue, per year for face-to-face, video or telephonic counseling for short-term problem resolution. Eligible Participants are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Eligible Participants may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the Eligible Participant will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the Eligible Participant may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer an Eligible Participant into their network for long-term therapy if more than six (6) sessions are necessary to address the presenting issue.

All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

9. Referrals to Long-term Treatment Resources, if Appropriate.

AWP will refer Eligible Participants to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and private agencies, and in/out network treatment facilities within the financial means of the Eligible Participant. All fees charged by the long-term resources will be the responsibility of the Eligible Participant.

10. Safe Ride Program.

The Safe Ride Program can save lives. It encourages Eligible Participants whose driving may become impaired while away from home, to call a cab or ride share service. The process is simple and confidential - the COMPANY will never know - and the cab fee is

AWP Initials:

COMPANY Initials: LB

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reimbursed by AWP. **Reimbursement requires documented receipt of one-way travel and is for cab fare only, not to include tips, surge fees, wait times, tolls or any other charge other than the fare, up to \$50 per eligible use.** To promote healthy choices, the program may only be used up to three times by an Eligible Participant. An Eligible Participant using Safe Ride more than once in a 12-month period or three (3) times within a 36-month period will be scheduled for a confidential visit with one our substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the Eligible Participant's ability to utilize Safe Ride will be reinstated.

11. Appropriate Statistical Reporting Subject to the Restrictions Under Applicable Laws Relating to Client Confidentiality and Privacy.

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

12. LawAccess - Legal and Financial Services.

Legal and financial assistance is provided to Eligible Participants through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

13. HelpNet - Online Services.

HelpNet web-based services provide resource articles, tips, and tools on balancing work and family life, as well as a comprehensive wellness platform with a health risk and wellbeing assessment that instantly connects Eligible Participants to the EAP and health coaches. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

14. U.S. Department of Transportation SAP Services Included Not Included

This includes referrals to our national network of Substance Abuse Professionals (SAPs) who meet U.S. DOT's criteria for performing all required SAP duties through AWP's turnkey coordination of SAP and case management services.

15. WellCoach Included Not Included

WellCoach delivers preventive health and complimentary care, coaching and educational services to encourage Eligible Participants to become and remain healthy. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

16. Work-Life Premium Included Not Included

Work/Life Premium offers personalized research by work/life specialists who gather and research information on a variety of services from child and elder care to academic and convenience services. Research is based on the client's specified criteria after the initial request is placed.

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17. **Nurse Support** Included Not Included

Nurse Support provides 24-hour access to healthcare information and assists users in making more educated decisions about their care, which encourages using healthcare resources more judiciously.

18. **PTX** Included Not Included

PTX is an online Postural Therapy exercise “engine”, accessible from any computer, tablet, or phone. After completing a simple interactive questionnaire, the intelligence system carefully selects approximately 10 gentle postural strengthening exercises from a library of 1,000 - and puts them in correct sequence with the right sets & reps or time for the individual’s needs. Instructional videos guide the user throughout this at-home program, without the need for any special equipment. Among the many benefits of PTX is its low cost and best in class approach to lowering the risk of Opioid abuse or addiction.

Exhibit II Fee Schedule and Conditions

1. **CAPITATED RATE:** Payment shall be made monthly by COMPANY to AWP for all fee-for-services covered under this AGREEMENT as may be amended. The fee shall be \$ 1.97 REPM) and shall be due within thirty (30) days of the date of the AWP invoice. The current rate is predicated on 344 Company employees.

Following the first month of service AWP will e-mail to COMPANY, on a monthly basis, an ‘employee count’ request asking for a COMPANY report of the number of Company employees for the requested month. All subsequent fees will be adjusted and invoiced monthly, based upon changes in the number of Company employees indicated in a response to a request for an employee count. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

Should COMPANY not provide an e-mail response to AWP requests for the ‘employee count’ by the 5th of each month, AWP will invoice, and COMPANY shall pay the AWP invoiced amount - based upon the last available ‘employee count’ AWP received. COMPANY will not be entitled to any reduction in a monthly fee based on a reduced number of Company employees if the employee count is not timely provided by COMPANY for the applicable month. Any necessary invoice adjustments based on a change in employee count timely provided by COMPANY will be prepared by AWP and submitted to COMPANY in the next subsequent billing cycle. If an ‘employee count’ is later confirmed to be greater than the employee count used in invoicing for any month, the amount owing for each such affected month shall be adjusted, as applicable, and any such increased amount owing for such month(s) shall be invoiced by AWP and payable within 30 days of the date of invoice.

2. **RATE GUARANTEE:** AWP will provide a 2 Year rate guarantee from January 1, 2022 through December 31, 2023 . AWP will provide thirty (30) days’ notice prior to any rate escalation. Fees are based on the employee count reported by COMPANY. The employee count should include all active COMPANY employees. Household members sharing the same address as a COMPANY employee, dependents (spouses and children through age 26), retirees and terminated employees although covered, are not included in the

AWP Initials: COMPANY Initials: LGL

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employee count. Notwithstanding the foregoing, a terminated employee shall: (i) be an Eligible Participant for only six (6) months after the last date of employment with the COMPANY, and (ii) shall be eligible for one session for the purpose of assessment and referral to a third-party provider during the period six (6) month to one year after the last date of employment with the COMPANY.

3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** Services, not otherwise specified, billed on a fee-for-service basis are itemized as follows:

Ad hoc reporting (any requested report outside of our normal reporting) is available for \$150.00 per hour with a one-hour minimum for all requests.

Mediation services are available by arrangement. Contact the account manager for a price quote.

On-site counseling (unrelated to Critical Incident Response Categories above) is available on a fee for service basis at the rate of \$150.00 per hour plus travel expenses.

For services beyond the number of hours allotted for Personal, Professional Training and Onsite Services in EXHIBIT I #7 of this AGREEMENT, the fee is \$200 per hour plus travel expenses if applicable (distance calculated to be 50 miles or greater based on CUSTOMER service address provided and AWP originating office).

A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are \$200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Except as otherwise provided in this Agreement with regard to Critical Incident Response Categories, scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result, at AWP's election, in either an adjustment to the maximum annual hours for the same onsite services or training, or a \$200 per hour charge to COMPANY in an amount equal to the hours scheduled and cancelled without the required advance notice.

AWP Initials:

COMPANY Initials: LBL

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Workers Assistance Program
Austin, TX United States

Certificate Number:
2024-1226409

Date Filed:
10/14/2024

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

The City of Burleson

Date Acknowledged:

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.

EAP 2024-2025
Employee Assistance Program

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Scott J Terres, and my date of birth is _____.

My address is 2525 Wallingwood Drive Building 5, Austin, Tx, 78746, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 14th day of October, 2024.
(month) (year)

Scott Terres
Signature of authorized agent of contracting business entity
(Declarant)



Human Resources Benefit Contracts

Cheryl Marthiljohni, Director of Human Resources
Council Meeting - November 4th, 2024

Background

- 2021 RFP conducted for benefit plan years 2022 up to 2026 for multi-year contracts and renewal options
- Contract renewals include authorization for expenditures
- Costs approved in the FY25 budget

UNITED HEALTHCARE (UHC)

Contract Renewal

- Medical and dental third-party claims administration for self-funded plan in 2025 - \$69,181.80
- Vision fully insured plan employee paid coverage in 2025 - \$49,059.36 (no fiscal impact)

Renewal Administration Fees			
Coverage Type	PEPM	AVG/EST Enrolled	Annual Cost
Medical	\$10.26	390	\$48,016.80
Dental	\$4.15	425	\$21,165.00
Vision	*	341	\$49,059.36
TOTAL			\$118,241.16
*Voluntary benefit vision rates \$7.56 individual /\$16.24 family			



Assumptions estimate fully staffed full year with opt in coverages

Alliance Work Partners

Employee Assistance Program (EAP) - Contract Renewal

- EAP is a confidential workplace benefit that provides various work/life resources to full-time and part-time employees to help overcome personal challenges. One of the primary services is free in-person (or virtual) counseling with a licensed therapist. Employees can connect with resources for legal assistance, help finding childcare or eldercare, “safe ride” assistance to reimburse emergency cab fare as well as other programs.
- RFP issued in 2021 for 2022 plan year and option to renew for up to 5 years.
- Alliance Work Partners provided a rate guarantee for 2 years from 2022-2023. In 2024 and again in 2025, rates remain flat with no increase.
- The contract has been renewed since 2022. The overall estimated cost of this contract exceeds \$50,000 in plan year 2025.



Assumptions estimate fully staffed full year with opt in coverages

Plan Year	Average/Estimated Enrolled	Total Annual
2022	506	\$11,965.78
2023	556	\$13,139.10
2024	572	\$13,510.26
2025	600	\$14,184.00
TOTAL		\$52,799.14



Staff recommends approving expenditures for
2025 contract renewals for United Healthcare (UHC)
and Alliance Work Partners (EAP)

Questions

THE CITY OF
BURLESON
TEXAS

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Director of Economic Development
MEETING: November 4, 2024

SUBJECT:

Consider approval of an ordinance designating an approximately 30 acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as “Tax Abatement Reinvestment Zone Number 009, City of Burleson” under Chapter 312 of the Texas Tax Code.
(Final Reading) (Staff Contact: Alex Philips, Director of Economic Development)

SUMMARY:

Paris Baguette U.S.A., Inc. is considering the purchase of approximately 30 acres of real estate generally described as the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas. Paris Baguette Inc. intends to construct a 260,000 square foot food manufacturing facility in two phases at the site. The City and Paris Baguette U.S.A., Inc. are in negotiations regarding a tax abatement agreement for the development.

Prior to considering a tax abatement agreement, the City must designate the property as a tax abatement reinvestment zone according to the Texas Tax Code. This action requires a public hearing.

Section 312.204(a) of the Texas Tax Code provides that the City Council may enter into a tax abatement agreement with the owner of taxable real property, that is located in a reinvestment zone, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. Paris Baguette U.S.A., Inc. proposed tax abatement agreement submitted to Paris Baguette U.S.A., Inc. is capped at 10 years.

In keeping with notification requirements of Section 312.201 of the Code, notice of the Public Hearing was published in the newspaper on Sunday, October 13, 2024 and notice of the Public Hearing was delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone.

This is the first reading of this ordinance and a tax abatement agreement between the City and Paris Baguette U.S.A., Inc. The tax abatement will outline the terms and conditions of the tax abatement with Paris Baguette U.S.A., Inc. and will be presented on December 9, 2024.

RECOMMENDATION:

Staff recommends approval

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

N/A

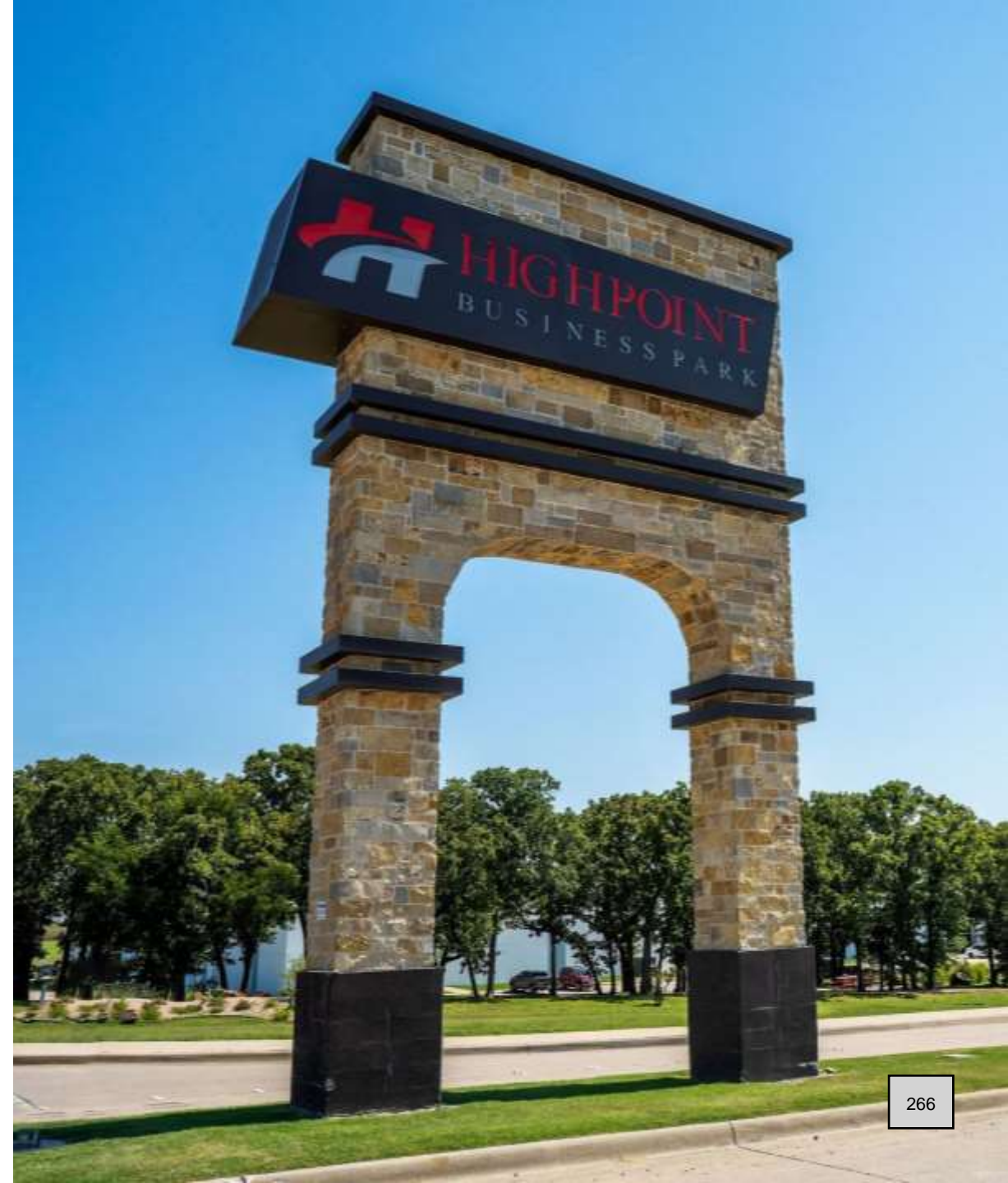
REFERENCE:

FISCAL IMPACT:

STAFF CONTACT:

Alex Philips
Director of Economic Development
aphilips@burlson.tx.com
817-426-9613

Tax Abatement Reinvestment Zone



Tax Abatement Reinvestment Zone

Location

- Approximately a 30 Acre site located on Vantage Drive north of FM 917

Request

- Establish a tax abatement reinvestment zone for the purposes of an upcoming tax abatement for Paris Baguette USA, Inc.

Future Action

- A tax abatement agreement with the specific incentives will be presented at a later date as the company prepares the development.



Tax Abatement Reinvestment Zone

- International project considering construction of at least 260,000 square feet of office, manufacturing and distribution facility.
- Capital investment approximately \$165 Million
- Creation of approximately 450 new jobs
- Similar manufacturing that currently resides in Highpoint Business Park



Tax Abatement Reinvestment Zone

- Section 312 of Texas Tax Code guides process for establishing the zone.
- Notice provided in newspaper for public hearing on October 13, 2024.
- Notice to taxing entities provided on October 11, 2024.
- Public hearing / First reading of Ordinance.
 - October 21, 2024
- Final Reading of Ordinance
 - November 4, 2024



Tax Abatement Reinvestment Zone

Action for Tonight:

1. Conduct a public hearing
2. Approve or deny the ordinance for the designation of Tax Abatement Reinvestment Zone Number 009, City of Burleson, Johnson County as an being a 30 acre tract of land, more or less, near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson (**First Reading**)



SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED.

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON THE GROUND OF FOLLOWING DESCRIBED PROPERTY.

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HIRAM LEWIS SURVEY ABSTRACT NO. 517 AND THE STEPHEN KINSEY SURVEY, ABSTRACT NO. 475, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF 5.14 ACRE, 2.072 ACRE, 7.3401 ACRE, 4.007 ACRE, 2.898 ACRE, AND BEING PART OF 18.2610 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC BY DEED RECORDED UNDER INSTRUMENT NOS. 2018-23944; 2022-8142; 2017-19086; 2019-1675; 2018-3883; AND INSTRUMENT NUMBER 2017-19087 OF THE OFFICIAL RECORDS OF JOHN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO GOLDEN STATE FOODS CORP BY DEED RECORDED UNDER INSTRUMENT NO. 2023-4324 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE NORTH 59° 10' 52" EAST DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHEAST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 1180.32 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT;

THENCE NORTH 60° 35' 19" EAST ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE SOUTHEAST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 507.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF S. BURLESON BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE EASTERLY CORNER OF SAID GOLDEN STATE FOODS CORP TRACT;

THENCE SOUTH 30° 11' 30" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD, COMMON TO THE NORTHEAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT, FOR A DISTANCE OF 176.47 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE EASTERLY CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, BRAZOS ELECTRIC POWER COOPERATIVE INC., AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 746 OF THE MAP RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 59° 13' 42" WEST DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD AND ALONG THE SOUTHEAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE AND 5.14 ACRE TRACTS AND THE NORTHWEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION, FOR A DISTANCE OF 597.89 FEET TO A POINT FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE NORTHERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT;

THENCE SOUTH 30° 01' 09" EAST ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE EAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, FOR A DISTANCE OF 453.53 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE SOUTHEAST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT AND SAID POINT BEING THE WESTERLY CORNER OF A TRACT OF LAND CONVEYED TO MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER BY DEED RECORDED IN VOLUME 2487, PAGE 857 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 60° 27' 57" WEST ALONG THE SOUTH LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT AND THE NORTHWEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, FOR A DISTANCE OF 44.45 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WESTERLY CORNER OF A TRACT OF LAND CONVEYED TO MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT;

THENCE SOUTH 14° 35' 59" EAST ALONG THE EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT FOR A DISTANCE OF 544.38 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE SOUTH 59° 10' 52" WEST LEAVING THE SAID EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, AND ACROSS AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE AND 2.898 ACRE TRACTS, FOR A DISTANCE OF 815.73 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE;

THENCE NORTH 40° 29' 53" WEST ALONG NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE AND THE WEST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.898 ACRE AND 7.3401 ACRE TRACTS, FOR A DISTANCE OF 560.80 FEET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 496.00 FEET, A CENTRAL ANGLE OF 13° 19' 06", A CHORD BEARING OF NORTH 33° 50' 19" WEST AT A DISTANCE OF 115.04 FEET;

THENCE CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 7.3401 ACRE TRACT, FOR AN ARC DISTANCE OF 115.30 FEET TO A POINT FOR CORNER;

THENCE NORTH 27° 10' 46" WEST CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 7.3401 ACRE TRACTS, FOR A DISTANCE OF 496.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.000 ACRES OF LAND, MORE OR LESS.

TITLE NOTES

ACCORDING TO THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY (GF# 24-818178-BL) EFFECTIVE DATE OF AUGUST 19, 2024 AND ISSUED DATE OF AUGUST 23, 2024, THE FOLLOWING MATTERS OF RECORD ARE ITEMIZED AS EXCEPTIONS TO TITLE COVERAGE ON SCHEDULE B THEREOF;

10(h). MINERAL AND/OR ROYALTY INTEREST AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 830, PAGE 188, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(i). MINERAL AND/OR ROYALTY INTEREST AS RESERVED IN INSTRUMENT EXECUTED BY MONTGOMERY JOSEPH CLARK AND HEATHER LEE CLARK TO BURLESON HIGHPOINT INVESTMENTS, LLC, DATED AUGUST 4, 2017, FILED AUGUST 7, 2017, RECORDED IN CLERK'S FILE NO. 2017 19086, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN)

10(j). MINERAL AND/OR ROYALTY INTEREST AS RESERVED IN INSTRUMENT EXECUTED BY JOE D. RILEY TO BURLESON HIGH POINT INVESTMENTS, LLC, DATED AUGUST 24, 2018, FILED AUGUST 28, 2018, RECORDED IN CLERK'S FILE NO. 2018-23944, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(k). MINERAL AND/OR ROYALTY INTEREST AS RESERVED IN INSTRUMENT EXECUTED BY BRAZOS ELECTRIC POWER COOPERATIVE, INC. TO BURLESON HIGH POINT INVESTMENTS LLC, DATED JANUARY 22, 2019, FILED JANUARY 23, 2019, RECORDED IN CLERK'S FILE NO. 2019-1675, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(L). MINERAL AND/OR ROYALTY INTEREST AS RESERVED IN INSTRUMENT EXECUTED BY JOE DENE RILEY TO BURLESON HIGHPOINT INVESTMENTS, LLC, DATED MARCH 7, 2022, FILED MARCH 8, 2022, RECORDED IN CLERK'S FILE NO. 2022-8142, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(m). OIL, GAS AND MINERAL LEASE EXECUTED BY GILBERT L. ARANGO AND LUPE ARANGO TO DAVID H. ARRINGTON OIL & GAS, INC., DATED JUNE 17, 2005, FILED AUGUST 10, 2005, RECORDED IN VOLUME 3598, PAGE 378, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(n). MEMORANDUM OF OIL, GAS AND MINERAL LEASE EXECUTED BY MONTGOMERY JOSEPH CLARK AND HEATHER LEE CLARK TO XTO RESOURCES, I LP, DATED JULY 14, 2005, FILED SEPTEMBER 26, 2005, RECORDED IN VOLUME 3630, PAGE 747, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. NOTICE OF EXTENSION OF OIL AND GAS LEASE RECORDED IN VOLUME 4405, PAGE 809, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. AMENDMENT OF OIL AND GAS AND MINERAL LEASE AND MEMORANDUM OF OIL AND GAS LEASE, RECORDED IN VOLUME 4405, PAGE 811, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. DESIGNATION OF UNIT ARANGO GAS UNIT, RECORDED IN VOLUME 4423, PAGE 299; VOLUME 4449, PAGE 297; VOLUME 4449, PAGE 312, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(o). OIL, GAS AND MINERAL LEASE EXECUTED BY JOE D. RILEY AND ANN RILEY TO DAVID H. ARRINGTON OIL & GAS, INC., DATED NOVEMBER 17, 2005, FILED AUGUST 31, 2006, RECORDED IN VOLUME 3890, PAGE 664, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(p). OIL, GAS AND MINERAL LEASE EXECUTED BY JOE D. RILEY TO DAVID H. ARRINGTON OIL & GAS, INC., DATED NOVEMBER 17, 2005, FILED AUGUST 31, 2006, RECORDED IN VOLUME 3890, PAGE 670, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(q). EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, FILED JANUARY 13, 1928, RECORDED IN VOLUME 264, PAGE 401, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: UNABLE TO LOCATE FROM DESCRIPTION CONTAINED THEREIN)

10(r). EASEMENT CREATED IN INSTRUMENT EXECUTED BY W.D. ROLISON AND SAMMIE LEE ROLISON TO BRAZOS RIVER TRANSMISSION ELECTRIC COOPERATIVE, INC., DATED MAY 14, 1952, FILED MAY 29, 1952, RECORDED IN VOLUME 383, PAGE 267, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN)

10(s). EASEMENT GRANTED TO BRAZOS ELECTRIC POWER COOPERATIVE, INC. FILED NOVEMBER 22, 1956, RECORDED IN VOLUME 410, PAGE 550, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS.

10(t). EASEMENT CREATED IN INSTRUMENT EXECUTED BY RAYMOND ARTHUR BROWN AND BETTY P. BROWN TO BRAZOS ELECTRIC POWER COOPERATIVE, INC., DATED MAY 17, 1956, FILED NOVEMBER 22, 1956, RECORDED IN VOLUME 411, PAGE 581, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. EASEMENT CREATED IN INSTRUMENT EXECUTED BY BETTY FRANCES BROWN AND RAYMOND ARTHUR BROWN TO BRAZOS (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(u). ELECTRIC POWER COOPERATIVE, INC., DATED APRIL 3, 1957, FILED AUGUST 28, 1959, RECORDED IN VOLUME 429, PAGE 292, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(v). EASEMENT CREATED IN INSTRUMENT RECORDED IN VOLUME 429, PAGE 300, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: UNABLE TO LOCATE FROM DESCRIPTION CONTAINED THEREIN)

TITLE NOTES CONTINUED...

10(w). EASEMENT AS CREATED IN INSTRUMENT EXECUTED BY RAYMOND ARTHUR BROWN AND WIFE, BETTY FRANCES BROWN TO BRAZOS ELECTRIC POWER COOPERATIVE, INC., DATED DECEMBER 14, 1971, FILED OCTOBER 4, 1972, RECORDED IN VOLUME 588, PAGE 566, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(x). EASEMENT CREATED IN INSTRUMENT EXECUTED BY MRS. R.A. BROWN AND R.A. BROWN TO SOUTHWESTERN BELL TELEPHONE COMPANY, DATED DECEMBER 5, 1973, FILED DECEMBER 18, 1973, RECORDED IN VOLUME 625, PAGE 729, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(y). EASEMENT CREATED IN INSTRUMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 625, PAGE 794, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: UNABLE TO LOCATE FROM DESCRIPTION CONTAINED THEREIN, EASEMENT IS BLANKET IN NATURE)

10(z). EASEMENT CREATED IN INSTRUMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 628, PAGE 667, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: UNABLE TO LOCATE FROM DESCRIPTION CONTAINED THEREIN, EASEMENT IS BLANKET IN NATURE)

10(aa). EASEMENT CREATED IN INSTRUMENT EXECUTED BY HILLBAY, INC, BOBBY J. ESTES, BILLY E. JACKSON TO BETHESDA WATER SUPPLY CORPORATION, DATED MAY 31, 1977, FILED JUNE 27, 1977, RECORDED IN VOLUME 726, PAGE 220, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: UNABLE TO LOCATE FROM DESCRIPTION CONTAINED THEREIN, EASEMENT IS BLANKET IN NATURE)

10(bb). TERMS, PROVISIONS, CONDITIONS AND EASEMENTS AS SET OUT IN INSTRUMENT RECORDED IN VOLUME 853, PAGE 240, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY)

10(cc). TERMS, PROVISIONS, CONDITIONS AND EASEMENTS AS SET OUT IN INSTRUMENT RECORDED IN VOLUME 1295, PAGE 330, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY)

10(dd). EASEMENT CREATED IN INSTRUMENT EXECUTED BY MONTGOMERY JOSEPH CLARK AND WIFE, HEATHER LEE CLARK TO BETHESDA WATER SUPPLY CORPORATION, DATED SEPTEMBER 29, 1992, FILED JANUARY 7, 1993, RECORDED IN VOLUME 1667, PAGE 887, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(ee). EASEMENT CREATED IN INSTRUMENT EXECUTED BY GILBERT L. ARANGO TO BETHESDA WATER SUPPLY CORPORATION, DATED MARCH 29, 1993, FILED MAY 12, 1993, RECORDED IN VOLUME 1693, PAGE 967, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: UNABLE TO LOCATE FROM DESCRIPTION CONTAINED THEREIN, EASEMENT IS BLANKET IN NATURE)

10(ff). EASEMENT CREATED IN INSTRUMENT EXECUTED BY GILBERT L. ARANGO TO JOHNSON COUNTY ELECTRIC COOPERATIVE ASSOCIATION, DATED SEPTEMBER 8, 1993, FILED SEPTEMBER 28, 1993, RECORDED IN VOLUME 1727, PAGE 569, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(gg). EASEMENT CREATED IN INSTRUMENT EXECUTED BY MONTGOMERY J. CLARK AND HEATHER LEE CLARK TO JOHNSON COUNTY ELECTRIC COOPERATIVE ASSOCIATION, A TEXAS CORPORATION, DATED OCTOBER 26, 1993, FILED MARCH 10, 1994, RECORDED IN VOLUME 1766, PAGE 922, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(hh). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JERRY CRUMPTON, ET AL. TO BARNETT GATHERING, LP, DATED DECEMBER 9, 2008, FILED DECEMBER 14, 2009, RECORDED IN CLERK'S FILE NO. 200900037566, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. AMENED BY INSTRUMENT RECORDED IN CLERK'S FILE NO. 2024-22780, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: AMENED EASEMENT DESCRIBED IN INST#202400022780 LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(ii). EASEMENT CREATED IN INSTRUMENT TO BETHESDA WATER SUPPLY CORPORATION, RECORDED IN CLERK'S FILE 2015-1767, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(jj). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JOHN MARION MARTIN, ET AL. TO CITY OF BURLESON, DATED MARCH 28, 2015, FILED MARCH 31, 2015, RECORDED IN CLERK'S FILE NO. 2015-6600, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(kk). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JOHN MARION MARTIN, ET AL. TO CITY OF BURLESON, DATED MARCH 28, 2015, FILED MARCH 31, 2015, RECORDED IN CLERK'S FILE NO. 2015-6601, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(ll). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JOHN MARION MARTIN, ET AL. TO CITY OF BURLESON, DATED MARCH 28, 2015, FILED MARCH 31, 2015, RECORDED IN CLERK'S FILE NO. 2015-6602, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: REFERS TO DEDICATION OF VANTAGE DRIVE, AS SHOWN ON SURVEY)

10(mm). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JOHN MARION MARTIN, ET AL. TO CITY OF BURLESON, DATED MARCH 28, 2015, FILED APRIL 1, 2015, RECORDED IN CLERK'S FILE 2015-6714, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(nn). DRAINAGE EASEMENT CREATED IN INSTRUMENT EXECUTED BY JUDY ANN POPE AND WILLIAM W. MERRILL TO CITY OF BURLESON, TEXAS, A MUNICIPAL CORPORATION, DATED JULY 9, 2015, FILED JULY 16, 2015, RECORDED IN CLERK'S FILE NO. 2015-15518, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(oo). 10 FOOT UTILITY EASEMENT CREATED IN INSTRUMENT EXECUTED BY JUDY ANN POPE AND WILLIAM W. MERRILL TO CITY OF BURLESON, TEXAS, A MUNICIPAL CORPORATION, DATED JULY 9, 2015, FILED JULY 16, 2015, RECORDED IN CLERK'S FILE NO. 2015-15519, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

TITLE NOTES CONTINUED...

10(pp). 10 FOOT UTILITY EASEMENT CREATED IN INSTRUMENT EXECUTED BY JUDY ANN POPE AND WILLIAM W. MERRILL TO CITY OF BURLESON, TEXAS, A MUNICIPAL CORPORATION, DATED JULY 9, 2015, FILED JULY 16, 2015, RECORDED IN CLERK'S FILE NO. 2015-15520, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(qq). EASEMENT CREATED IN INSTRUMENT EXECUTED BY MONTGOMERY JOSEPH CLARK AND HEATHER LEE CLARK TO CITY OF BURLESON, DATED JULY 9, 2015, FILED JULY 16, 2015, RECORDED IN CLERK'S FILE NO. 2015-15521, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(rr). EASEMENT CREATED IN INSTRUMENT EXECUTED BY MONTGOMERY JOSEPH CLARK AND HEATHER LEE CLARK TO CITY OF BURLESON, DATED JULY 9, 2015, FILED JULY 16, 2015, RECORDED IN CLERK'S FILE NO. 2015-15522, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(ss). EASEMENT CREATED IN INSTRUMENT EXECUTED BY MONTGOMERY JOSEPH CLARK AND HEATHER LEE CLARK TO CITY OF BURLESON, DATED JULY 9, 2015, FILED JULY 16, 2015, RECORDED IN CLERK'S FILE NO. 2015-15523, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(tt). EASEMENT CREATED IN INSTRUMENT EXECUTED BY MONTGOMERY JOSEPH CLARK AND HEATHER LEE CLARK TO CITY OF BURLESON, DATED JULY 9, 2015, FILED JULY 16, 2015, RECORDED IN CLERK'S FILE NO. 2015-15524, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(uu). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JUDY ANN POPE AND WILLIAM W. MERRILL TO CITY OF BURLESON, TEXAS, A MUNICIPAL CORPORATION, DATED JULY 9, 2015, FILED JULY 16, 2015, RECORDED IN CLERK'S FILE NO. 2015-15525, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(vv). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JOE D. RILEY TO CITY OF BURLESON, DATED JULY 19, 2015, FILED AUGUST 7, 2015, RECORDED IN CLERK'S FILE NO. 2015-17551, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(ww). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JOE D. RILEY TO CITY OF BURLESON, DATED JULY 19, 2015, FILED AUGUST 7, 2015, RECORDED IN CLERK'S FILE NO. 2015-17552, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(xx). EASEMENT CREATED IN INSTRUMENT EXECUTED BY JOE D. RILEY TO CITY OF BURLESON, DATED JULY 19, 2015, FILED AUGUST 7, 2015, RECORDED IN CLERK'S FILE NO. 2015-17553, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(yy). TEMPORARY EASEMENT AS CREATED IN INSTRUMENT EXECUTED BY BRAZOS ELECTRIC POWER COOPERATIVE, INC. TO MONTGOMERY JOSEPH CLARK AND SPOUSE, HEATHER CLARK, DATED AUGUST 31, 2015, FILED SEPTEMBER 2, 2015, RECORDED IN COUNTY CLERK'S FILE NO. 2015-19574, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(zz). RIGHT OF WAY EASEMENT EXECUTED BY BURLESON HIGHPOINT INVESTMENTS LLC TO BETHESDA WATER SUPPLY CORPORATION, DATED AUGUST 10, 2017, FILED JULY 10, 2018, RECORDED IN CLERK'S FILE NO. 2018-19089, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(aaa). ELECTRIC RIGHT-OF-WAY EASEMENT EXECUTED BY BURLESON HIGH POINT INVESTMENTS LLC TO BRAZOS ELECTRIC POWER COOPERATIVE, INC., DATED JANUARY 22, 2019, FILED JANUARY 23, 2019, RECORDED IN CLERK'S FILE NO. 2019-1676, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(bbb). TEMPORARY CONSTRUCTION EASEMENT EXECUTED BY BURLESON HIGH POINT INVESTMENTS LLC TO BRAZOS ELECTRIC POWER COOPERATIVE, INC., DATED JANUARY 22, 2019, FILED JANUARY 23, 2019, RECORDED IN CLERK'S FILE NO. 2019-1677, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

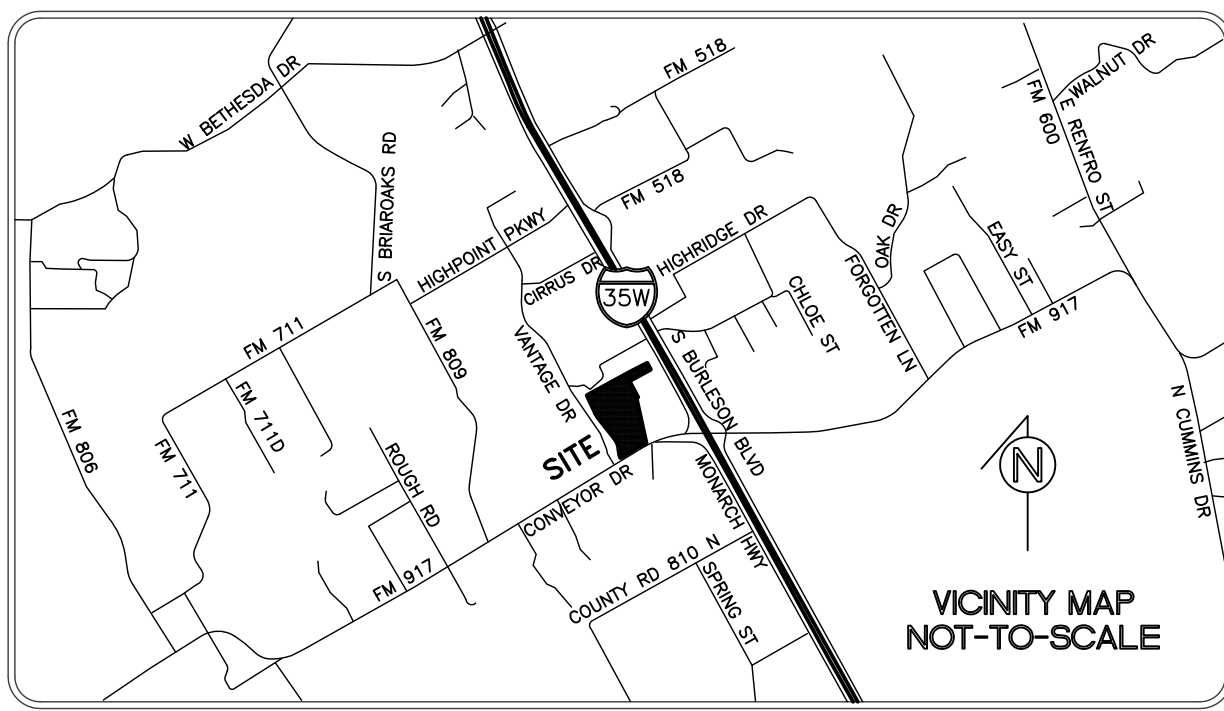
10(ccc). TEMPORARY CONSTRUCTION EASEMENT EXECUTED BY BURLESON HIGH POINT INVESTMENTS LLC TO UNITED COOPERATIVE SERVICES, INC., DATED JANUARY 22, 2019, FILED JANUARY 23, 2019, RECORDED IN CLERK'S FILE NO. 2019-1678, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(ddd). UTILITY EASEMENT AND RIGHT-OF-WAY EXECUTED BY BURLESON HIGH POINT INVESTMENTS LLC TO UNITED ELECTRIC COOPERATIVE SERVICES, INC., DATED JANUARY 22, 2019, FILED JANUARY 25, 2019, RECORDED IN CLERK'S FILE NO. 2019-1850, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(eee). RIGHT OF WAY EASEMENT EXECUTED BY BURLESON HIGHPOINT INVESTMENTS LLC TO BETHESDA WATER SUPPLY CORPORATION, DATED MARCH 29, 2022, FILED MARCH 22, 2023, RECORDED IN CLERK'S FILE NO. 2023-7515, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)

10(fff). THE EXISTENCE OF AN ON-SITE SEWAGE FACILITY (OSSF), TOGETHER WITH THE TERMS AND PROVISIONS AS SET-OUT IF THE AFFIDAVIT TO THE PUBLIC DATED JULY 27, 2004, FILED JULY 27, 2004, RECORDED IN VOLUME 3343, PAGE 171, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY)

10(ggg). STATEMENT OF OWNERSHIP AND LOCATION, FILED SEPTEMBER 13, 2017, RECORDED IN CLERK'S FILE NO. 2017-22588, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS. (SURVEYOR'S NOTE: A PORTION OF SUBJECT PROPERTY IS THE SAME AS PROPERTY DESCRIBED THEREIN)



ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DESIGNATING A CERTAIN AREA AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 9 FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT WITHIN THE CITY OF BURLESON, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial / industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A Tax Code, Chapter 312) (the “Act”); and

WHEREAS, by Resolution No. CSO#5591-09-2024, approving the City’s Policy Statement, the City Council authorized the continuation of its participation in tax abatement and established the economic development incentive program guidelines and criteria governing tax abatement agreements to be entered into by the City as required by the Act in accordance with Section 312.002 of the Act; and

WHEREAS, on October 21, 2024, prior to the consideration of this Ordinance, the City Council held a public hearing, the date of which was at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City, at such public hearing, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and to raise any concerns regarding the offering of tax abatement incentives; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, to the reinvestment zone appeared to contest the creation of the reinvestment zone.

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

The City, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of Tax Abatement Reinvestment Zone Number 9 has been properly called, held and conducted, and that notice of such hearing has been published at least seven (7) days before the hearing in a newspaper of general circulation within the City, and mailed to all property taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone at least seven (7) days prior to the public hearing; and
- (b) That the boundaries of Tax Abatement Reinvestment Zone Number 9, comprised of thirty (30) acres, shall be the area as described and depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That Tax Abatement Reinvestment Zone Number 9 as described in the attached Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City”; and
- (d) That Tax Abatement Reinvestment Zone Number 9 meets the criteria for the creation of a tax abatement reinvestment zone as set forth in the City’s tax abatement guidelines and criteria; and
- (e) That the improvements proposed for Tax Abatement Reinvestment Zone Number 9 are feasible and practical and would be a benefit to the land and to the City after the expiration of any tax abatement agreement.

SECTION 3

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the City of Burleson, Texas, hereby creates Tax Abatement Reinvestment Zone Number 9 for commercial-industrial tax abatement encompassing only the area described in Exhibit A, and such Tax Abatement Reinvestment Zone Number 9 is hereby designated.

SECTION 4

Tax Abatement Reinvestment Zone Number 9 shall take effect immediately upon passage of this Ordinance. Tax Abatement Reinvestment Zone Number 9 is effective for five (5) years and may be renewed for periods not to exceed five (5) years. The expiration of the designation

of Tax Abatement Reinvestment Zone Number 9 does not affect an existing tax abatement agreement.

SECTION 5

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

SECTION 6

Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 7

This Ordinance shall become effective immediately upon its passage.

FIRST READING APPROVED ON THE _____ DAY OF _____, 2024.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THIS _____ DAY OF _____, 2024.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

EXHIBIT "A"

**Legal Description
Tax Abatement Reinvestment Zone Number 9
City of Burleson, Texas**

**PROPERTY DESCRIPTION
30.000 ACRE PARCEL
BURLESON HIGHPOINT INVESTMENTS, LLC PROPERTY
STEPHEN KINSEY SURVEY - ABSTRACT NO. 475
HIRAM LEWIS SURVEY - ABSTRACT NO. 517
CITY OF BURLESON, JOHNSON COUNTY, TEXAS**

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HIRAM LEWIS SURVEY ABSTRACT NO. 517 AND THE STEPHEN KINSEY SURVEY, ABSTRACT NO. 475, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF 5.14 ACRE, 2.072 ACRE; 7.3401 ACRE, 4.007 ACRE, 2.898 ACRE, AND BEING PART OF 18.2610 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC BY DEED RECORDED UNDER INSTRUMENT NOS. 2018-23944; 2022-8142; 2017-19086; 2019-1675; 2018-3883; AND INSTRUMENT NUMBER 2017-19087 OF THE OFFICIAL RECORDS OF JOHN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO GOLDEN STATE FOODS CORP BY DEED RECORDED UNDER INSTRUMENT NO. 2023-4324 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE NORTH 59° 10' 52" EAST DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHEAST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 1180.32 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT;

THENCE NORTH 60° 35' 19" EAST ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE SOUTHEAST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 507.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF S. BURLESON BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE EASTERLY CORNER OF SAID GOLDEN STATE FOODS CORP TRACT;

THENCE SOUTH 30° 11' 30" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD, COMMON TO THE NORTHEAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT, FOR A DISTANCE OF 176.47 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE EASTERLY CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, BRAZOS ELECTRIC POWER COOPERATIVE INC., AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 746 OF THE MAP RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 59° 13' 42" WEST DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD AND ALONG THE SOUTHEAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE AND 5.14 ACRE TRACTS AND THE NORTHWEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION, FOR A DISTANCE OF 597.88 FEET TO A POINT FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE NORTHERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT;

THENCE SOUTH 30° 01' 09" EAST ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE EAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, FOR A DISTANCE OF 453.53 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE SOUTHEAST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, SAID POINT BEING IN THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER BY DEED RECORDED IN VOLUME 2487, PAGE 857 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 60° 27' 57" WEST ALONG THE SOUTH LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT AND THE NORTHWEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, FOR A DISTANCE OF 44.45 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT;

THENCE SOUTH 14° 35' 59" EAST ALONG THE EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT FOR A DISTANCE OF 544.38 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE SOUTH 59° 10' 52" WEST LEAVING THE SAID EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, AND ACROSS AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE AND 2.898 ACRE TRACTS, FOR A DISTANCE OF 815.73 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE;

THENCE NORTH 40° 29' 53" WEST ALONG NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE AND THE WEST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS LLC - 2.898 ACRE AND 7.3401 ACRE TRACTS, FOR A DISTANCE OF 560.80 FEET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 496.00 FEET, A CENTRAL ANGLE OF 13° 19' 06", A CHORD BEARING OF NORTH 33° 50' 19" WEST AT A DISTANCE OF 115.04 FEET;

THENCE CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS LLC - 7.3401 ACRE TRACT, FOR AN ARC DISTANCE OF 115.30 FEET TO A POINT FOR CORNER;

THENCE NORTH 27° 10' 46" WEST CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS LLC - 7.3401 ACRE AND 5.14 ACRE TRACTS, FOR A DISTANCE OF 496.93 FEET TO **THE POINT OF**

BEGINNING AND CONTAINING 30.000 ACRES OF LAND, MORE OR LESS.

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: November 4, 2024

SUBJECT:

Consider approval of a Chapter 380 agreement with the Burleson Opportunity Fund to promote economic development in the amount of \$50,000. (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

SUMMARY:

The proposed agreement before the City Council is a Chapter 380 agreement between the City and the Burleson Opportunity Fund. Chapter 380 of the Texas Local Government Code allows municipalities to create a program that makes grants of public money to promote economic development and stimulate business and commercial activity in the municipality, and the City Council created such a program for this municipality in 1993. The Burleson Opportunity Fund desires to participate in the City's program, and the City believes that the Burleson Opportunity Fund's participation in the program as outlined in the proposed agreement will promote economic development and stimulate business and commercial activity in the City.

In the agreement, the City will contribute \$50,000 to the Burleson Opportunity Fund. This contribution is budgeted in the general fund for FY 24/25.

The contribution under the proposed agreement must be used in the Burleson Opportunity Fund's scholarship program for scholarship recipients to attend Hill College in Burleson, Texas. In the event the Burleson Opportunity Fund misuses the funds or any portion thereof, the agreement requires the Burleson Opportunity Fund to reimburse the City an amount equal to the misused funds. The agreement also specifies that the City has the right, but not the obligation, to conduct an audit the financial records of the Burleson Opportunity Fund to ensure the contribution is spent in accordance with the terms of the agreement.

OPTIONS:

- 1) Approve the agreement as presented;
- 2) Approve the agreement with changes; or

3) Deny the agreement.

RECOMMENDATION:

Staff recommends approval.

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

n/a

FISCAL IMPACT:

n/a

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817-426-9299

Burleson Opportunity Fund Chapter 380 Agreement

November 04, 2024

Janalea Hembree – Assistant to the City Manager

Burleson Opportunity Fund



Chapter 380 Agreement

- The proposed agreement before the City Council is a Chapter 380 agreement between the City and the Burleson Opportunity Fund
- The City will contribute \$50,000 to the Burleson Opportunity Fund, and such funds must be for scholarship recipients to attend Hill College in Burleson
- In the agreement, the City will contribute \$50,000 to the Burleson Opportunity Fund. This contribution is budgeted in the general fund for FY 24/25.
- In the event the Burleson Opportunity Fund misuses the funds, the agreement requires the Burleson Opportunity Fund to reimburse the City
- City staff believes the agreement will promote economic development and stimulate business and commercial activity in the municipality

Council Action

Options:

1. Approve the Chapter 380 agreement with the Burleson Opportunity Fund.
2. Approve the Chapter 380 agreement with the Burleson Opportunity Fund with changes.
3. Disapprove the Chapter 380 agreement with the Burleson Opportunity Fund.

Recommendation:

Approve the Chapter 380 agreement with the Burleson Opportunity Fund.

**CHAPTER 380 AGREEMENT
BETWEEN THE CITY OF BURLESON
AND THE BURLESON OPPORTUNITY FUND**

This Agreement is entered into as of the _____ day of _____, 2023 (the "Effective Date"), by and between Burleson Opportunity Fund ("BOF"), a Texas nonprofit corporation, and the City of Burleson, a Texas home rule municipal corporation ("the City"), located in Johnson and Tarrant Counties, State of Texas.

RECITALS:

WHEREAS, the BOF is a Texas nonprofit corporation acting under its duly authorized Certificate of Formation filed December 17, 2007, and amended on March 28, 2008, and official Bylaws; and

WHEREAS, the BOF is created for educational purposes to promote higher education opportunities that will encourage and foster the development and diversification of the economy of the state and the elimination of unemployment and underemployment in the state; and

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, BOF desires to participate in the Program by entering into this Agreement; and

WHEREAS, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that BOF's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City is authorized by Article 52-a Texas Constitution, and Section 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the BOF desires to operate a scholarship program to provide educational training as described in this Agreement; and

WHEREAS, the City desires to have BOF operate the scholarship program in the City's corporate limits; and

WHEREAS, the City desires to make a contribution to the BOF based on the terms and conditions listed herein.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.
DEFINITIONS

- 1.1 The terms "Effective Date," "City," "BOF," and "BEDC" shall have the meanings provided above.
- 1.2 "Burleson Collegiate Program" means a type of BOF scholarship program whereby scholarship recipients attend Hill College in Burleson, Texas.
- 1.3 *[This section intentionally left blank.]*
- 1.4 "Contribution" means the donation of funds from the City to BOF as described in Article 3 of this Agreement.

ARTICLE 2.
AUTHORIZATION; TERM

The City has determined and found that contribution to the BOF as described in this Agreement is authorized by Chapter 380 of the Texas Local Government Code.

The term of this Agreement shall be for a term of six (6) years from the Effective Date, unless terminated earlier as provided herein.

ARTICLE 3.
CONTRIBUTION

The City hereby agrees to make a one-time contribution to the BOF in the amount of Fifty Thousand and no/100s Dollars (\$50,000.00) (the "Contribution"). The Contribution will be made by check payable to BOF. The Contribution shall be made within sixty (60) days of the Effective Date.

ARTICLE 4.
USE OF CONTRIBUTION FUNDS

- 4.1 BOF agrees to accept the Contribution in accordance with the terms, provisions, and conditions below:
- (A) *[This section intentionally left blank.]*
- (B) BOF shall use Fifty Thousand and no/100s Dollars (\$50,000.00) of the Contribution to fund scholarships in the Burleson Collegiate Program.
- (C) *[This section intentionally left blank.]*
- (D) Monies given under this Agreement to BOF for the Burleson Collegiate Program shall only be used by BOF for BOF scholarship recipients that are high school graduates who live or attend school in Burleson, Texas, to attend Hill College at the Burleson, Texas campus.
- (E) BOF shall comply with all applicable federal, state, and local laws and regulations.
- 4.2 In the event BOF misuses the Contribution funds or any portion thereof, the BOF shall

promptly reimburse the City an amount equal to the misused funds. The term "misuse" means contrary to this Agreement or state, federal, or local law. This Section shall survive termination of the Agreement.

- 4.3 BOF agrees to keep records of BOF expenses pertaining to the Contribution and records of account between City and BOF on a generally recognized accounting basis during the term of the Agreement and for a minimum of one (1) year from the date of termination of this Agreement. The City shall have the right, at its sole cost, to either use its own employees or engage an independent third party to audit the financial records of BOF pertaining to the Contribution and records of account. Such audit shall be completed by the City or its representatives at the location of such records on reasonable advance notice, and on dates and times mutually agreed to by the parties. The City or its authorized representative shall have the right to make copies of any and all documents, books, backup documents, or other items either included in the records of account or supporting such records, at the City's cost. This Section shall survive termination of the Agreement.

ARTICLE 5. MISCELLANEOUS PROVISIONS

- 5.1 Recitals. The recitals found at the beginning of this Agreement are an integral part of this Agreement and are deemed incorporated by reference herein for all purposes.
- 5.2 Entire Agreement: Amendments. This Agreement constitutes the entire agreement between City and BOF and will supersede any and all other agreements between the parties whether verbal or otherwise. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of both parties.
- 5.3 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance is held to be invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected.
- 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.
- 5.5 Venue: Controlling Law: Interpretation. Johnson County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Each of the parties hereto has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 5.6 Assignment: Waiver. This Agreement, including the rights under it, may not be assigned

or transferred by BEDC or BOF. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

- 5.7 Captions. The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 5.8 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 5.9 No Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the parties hereto any rights, benefits, or remedies under or because of this Agreement.
- 5.10 No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's or BEDC's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City or BEDC by law, except to the extent expressly provided or necessarily implied herein. This Section shall survive termination of the Agreement.
- 5.11 *[This section intentionally left blank.]*
- 5.12 *[This section intentionally left blank.]*
- 5.13 City Employee Interest Certification. By executing this Agreement, BOF warrants, agrees, verifies, and certifies that to the best of its 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.
- 5.14 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to BOF as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official. This Section shall survive termination of the Agreement.
- 5.15 Compliance with Law. During the term of this Agreement, BOF agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a(f), BOF shall repay the amount of the City contribution(s) received by BOF for the period of time of such violation within 120 business days after the date BOF is notified by the City of such conviction (provided all appeals have been exhausted), plus interest at the rate the City is paying on the most recent issuance of bonded indebtedness prior to BOF's violation of this Section. This Section shall supersede any other conflicting term in this Agreement and

shall survive termination of the Agreement.

[The remainder of this page left blank.]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

BURLESON OPPORTUNITY FUND

By: _____

By: _____

Title: Tommy Ludwig, City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

City Attorney, City of Burleson

DEPARTMENT MEMO

DEPARTMENT: City Manager's Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: November 4, 2024

SUBJECT

Consider approval of a resolution amending the Mayor's Youth Council Resolution CSO#761-02-2018 to align with the Mayor's Youth Council Bylaws. (On 10/28/2024, the Mayor Youth Council voted unanimously to update their bylaws) (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

SUMMARY:

The Mayor's Youth Council was originally created by Resolution R-1087-07, approved by the City Council at the May 10, 2007 regular City Council meeting. The most recent version of the Resolution was approved at the January 22, 2018, regular City Council meeting, namely CSO#761-02-2018.

This amendment to R-1087-07 resolution will effectively provide greater consistency between the resolution and the Youth Council's bylaws.

As the intent of the Mayor's Youth Council has always been to broadly represent the diversity of thought and experience among the youth in Burleson, this change would help further include all youth and students in Burleson.

OPTIONS:

1. Consider a minute order for an amendment to the Mayor's Youth Council Resolution CSO#761-02-2018 to align with the Mayor's Youth Council Bylaws. (On 10/28/2024, the Mayor Youth Council voted unanimously to update their bylaws) (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)
2. Take no action

RECOMMENDATION:

Approve the amendment

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

May 10, 2007 – Original Resolution Approved
May 16, 2016 – 1st Amendment Approved
January 22, 2018 – 2nd Amendment Approved

FISCAL IMPACT:

None

STAFF CONTACT:

Name: Janalea Hembree
Department: City Manager's Office
Email: jhembree@burlesontx.com
Phone: 817-426-9299



Mayor Youth Council

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

NOVEMBER 4, 2024

Resolution History

- May 10, 2007 Established Mayor's Youth Council through R-1087-07
- May 16, 2016 Approved amendment CSO#427-05-2016
- January 22, 2018 Approved amendment CSO#761-02-2018

- Requesting amendment to provide greater consistency with MYC by-laws



By-law Section Change



- Logo Update
- Article II: Purpose, Powers, and Duties
- Article III: Membership
- Article IV: Officers
- Article V: Regular and Special Meetings
- Article VI: Committees Standing and Ad-Hoc
- Article VII: Reports Annual and Special

Key Changes



- Article II: Purpose, Powers, and Duties
 - Removed: "The Youth Council shall facilitate the planning and organization of youth summits and regular neighborhood meetings throughout the city."
- Article III: Membership
 - Changed: Members from 28 to 15
 - Removed: Required Members
- Article IV: Officers
 - Updated: A few minor updates to language

Key Changes

- Article V: Regular and Special Meetings
 - Removed: Restrictions to when meetings are required to be held
 - Removed: Restrictions and requirements of agenda posting
 - Updated: Quorum requirements
- Article VI: Committees Standing and Ad-Hoc
 - Changed: Requirements of Executive Committee Meetings
- Article VII: Reports Annual and special
 - Added: Goals should be outlined and



Action

- Approve reworking the resolution to provide greater consistency with the MYC by-laws.
- Deny changes.



Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817.426.9299

BYLAWS

Adopted:

March 24, 2008

January 25, 2010 amended

July 27, 2015 amended

June 25, 2018 amended

June 24, 2019 amended

June 27, 2022 amended

October 28, 2024 amended

Article I
Name

There is hereby established a Mayor’s Youth Council for the City of Burleson (herein after also referred to as “Youth Council”).

Article II
Purpose, Powers, and Duties

The Youth Council shall study, investigate, plan, implement and advise the City on matters related to youth;

The Youth Council shall develop and promulgate policies, programs and services that empower, support, and inform youth; that create a family-friendly community; and that enable and encourage youth to be productive members of the community;

The Youth Council shall serve as an advisory body to the City on all matters dealing with youth;

The Youth Council shall work with the Mayor, City Council and City staff to develop and implement policies that focus on youth;

The Youth Council shall advise the Mayor, City Council and City staff on important issues that relate to youth;

The Youth Council shall build partnerships with individuals, groups, and organizations that impact both youth and families;

The Youth Council shall partner with individuals, groups, and organizations in the planning and implementation of services, supports, and opportunities for Burleson’s youth and families; and,

The Youth Council shall carry out and implement other directives from the Mayor, City Council and City staff.

Article III
Membership

Voting Membership. The Youth Council shall consist of fifteen(15) voting members, all of whom shall reside within the corporate limits of the City or the City’s extra territorial jurisdiction (ETJ) and be appointed by the City Council.

Youth Council members between the ages of 13 and 19, who should broadly represent the diversity of thought and experience among the youth of Burleson, can be nominated: from all secondary schools serving the City of Burleson (middle schools, junior highs, high schools); if they are home schooled; and, if they have finished school or if they are no longer attending school but are not yet 19.

Ex-Officio, non-voting Membership. The following shall be ex-officio, non-voting members of the Youth Council:

The Mayor of the City of Burleson;

One (1) Member of the Burleson City Council;
One (1) City staff member appointed by the City Manager to serve as a non-voting, staff liaison to the Youth Council;

Background Check. No applicant, appointee or member of the Youth Council who has been convicted of a crime against a minor child shall be qualified to serve on the Youth Council. By submitting an application for appointment to the Youth Council, applicants consent to a background check for such purposes, to the extent provided by law.

Compensation and Reimbursement of Expenditures.

Members of the Youth Council shall serve without compensation; provided, however, that each member may be reimbursed for actual expenditures (authorized in advance of the expense being made) reasonably incurred by him or her in connection with his or her duties as a member of the Youth Council.

Terms of Office. All terms of office shall begin on June 1st and expire on May 31st (“year”). The terms for all Youth Councilmembers shall be two (2) years. Youth Councilmembers may be recommended for one (2) additional reappointment for a total of (4) years combined service.

The terms of the ex-officio representatives and City Council representatives will coincide with his or her respective tenure of office.

Forms and Media Release. Within 30 days of appointment, Youth members are required to have a completed “Commitment” form, “Official Contact” form, and “Authorization and Release to Record and/or Use Personal Likeness, Image and/or Voice” form on file with the Staff Liaison. Parent/ Guardian signatures are required for youth under the age of 18. These forms are to be completed and submitted within 30 days of appointment. Failure to fulfill this requirement shall constitute a voluntary refusal of participation by the member and shall result in a new youth member being appointed to the Youth Council.

Absences. Any member of the Youth Council who is unable to attend a meeting shall notify the Staff Liaison, in advance of the meeting, stating the reason for his or her absence. Two (2) unexcused absences shall constitute the voluntary resignation of a member. Unexcused absences are those absences which occur and notification has not been given to the Staff Liaison prior to the missed meeting.

Removal. Members of the Youth Council, other than those representing the City Council , may be removed by the Mayor for inefficiency, neglect of duty or malfeasance while in office, and the applicable governing body may remove the member representing it for the same reasons. The Mayor or governing body, as the case may be, shall file a written statement of the reasons for such removal.

Resignation. Any member of the Youth Council may resign at any time, provided, however, that for courtesy and efficiency purposes, notice of resignation shall be in writing to the Staff Liaison. In addition, as described in these bylaws, any member shall be deemed to voluntarily have resigned upon the occurrence of any of the following: failure to be present at eight (8) or more regular meetings; failure to submit “Commitment” form, “Official Contact” form, and/ or “Media Release” within 30 days of appointment; or, failure to notify Staff Liaison or Chair in advance of meeting with reason for absence two (2) times, resulting in two (2) unexcused absences.

Vacancies. Vacancies occurring on the Youth Council, other than through the expiration of a term, shall only be filled at the beginning of a new Youth Council year for the remainder of the unexpired term of office.

Article IV Officers

Election of Officers. It is preferred that officers have previous experience on the Youth Council as a voting Youth Councilmember. In order to be considered for an officer position, the Youth Council member must state that they are willing to fulfill all Officer duties as stated in the bylaws. A vote shall be taken after all candidates have expressed their interest in the particular position. After all votes have been submitted for each position the votes shall be tabulated and the winners announced. In the case of a tie, those candidates shall have a run-off election to decide who shall receive the position. In the run-off, each candidate has the option to give a speech with a maximum time limit of three (3) minutes.

Duties of Officers.

Chair. The Chair shall preside over and conduct all meetings of the Youth Council and of the Executive Committee. In addition the Chair shall serve as chair for the meetings of committees as assigned. The Chair shall determine agendas with the Staff Liaison and/ or Executive Committee. The Chair shall act as the spokesperson for the Youth Council. The Chair or his or her designee shall report to the City Council on a regular basis. The Chair shall be responsible for completion of an annual report of the Youth Council to be presented to the City Council. The Chair shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or City Council.

Vice-Chair. The Vice-Chair shall be responsible for taking on the duties of the Chair in the event the Chair is unable or unwilling to fulfill such duties. In addition the Vice-Chair will be responsible for completing the financial duties of the Youth Council, including but not limited to preparing a budget, maintaining finances, reporting the financial status of the Youth Council regularly, and if needed, the Vice-Chair shall chair a finance committee. The Vice-Chair shall also be responsible for the fundraising efforts of the Youth Council. The Vice-Chair shall attend Executive Committee meetings and other meetings as necessary. The Vice-Chair shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or City Council.

Secretary. The Secretary shall be responsible for the proper recording of the minutes of the Youth Council meetings. The Secretary shall be responsible for tracking attendance of all members at the Youth Council meetings. The Secretary shall work with the Staff Liaison in preparing typed minutes and shall present those minutes for approval at the next appropriate meeting. The Secretary shall be responsible for following proper parliamentary procedure and shall assist the Chair and Youth Council with following these bylaws and proper parliamentary procedure. The Secretary shall, if necessary, chair a bylaws committee. The Secretary shall attend Executive Committee meetings and other meetings as necessary. The Secretary shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or City Council.

Historian. The Historian shall be responsible for maintaining the History of the Mayor's Youth Council. This includes taking full responsibility for the Annual Yearbook as stated in the bylaws: The annual yearbook shall include pictures and other memorabilia from each event/ activity of the Youth Council. It is to serve as a historical document for each Youth Council documenting events/ activities and the membership of the Youth Council. The Historian will also work closely with the Communication officer to make sure all Youth Council events are documented with photographs. The Historian shall attend Executive Committee meetings and other meetings as necessary. The Historian shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or City Council.

Communications Officer. The Communication Officer shall be responsible for the promotion of Mayor's Youth Council as well as maintaining all social media outlets. These include: Burseson Mayor's Youth Council Social Media accounts. The Communication Officer will also work closely with the Historian to make sure all Youth Council events are documented with photographs.

Communication Officer shall attend Executive Committee meetings and other meetings as necessary. The Communication Officer shall be responsible for other duties as assigned by the Staff Liaison, Mayor, and/ or City Council.

Executive Committee. The above listed officers shall comprise the Executive Committee and shall be responsible for duties as described under the section titled Committees, Executive Committee.

Article V Regular and Special Meetings

Regular Meetings. Regular or General Meetings of the Mayor’s Youth Council shall generally be held each month. A minimum of 10 regular meetings are to be scheduled each Youth Council year (June 1st to May 31st). The Youth Council, Mayor, City Council, or the Staff Liaison may vote to reschedule or cancel meetings as necessary. (See Section titled “Regular Meeting Calendar”).

Regular Meeting Calendar. At the first Youth Council meeting (on or after June 1st) each year, a calendar of regular meetings shall be presented to the Youth Council for vote.

It is at this time the Youth Council shall be afforded the opportunity to cancel or reschedule regular meetings due to holidays, testing, or other pertinent conflicts with the dates as outlined.

A 2/3 majority vote in favor of changing a specific date shall be required of those members present to change the date. A simple majority of those members present shall be required to pass the entire calendar as a whole. The approved calendar shall be distributed with the agenda at the following meeting.

Special Meetings. Special meetings of the members or Executive Committee, for any purpose(s), may be called by the Mayor, the Executive Committee, or Staff Liaison.

Place of Meetings. Any City of Burleson facility can be designated as the place of meeting for any meeting of the Youth Council that has been called, including regular, special, and committee meetings. If no designation is made, the place of meeting shall be the City of Burleson City Hall building (141 West Renfro).

Notice of Meetings. A notice stating the place, day, hour, and purpose of the meeting, , shall be provided to all members seventy-two (72) hours prior to the meeting.

Attendance of Meetings. All voting members are required to attend a minimum of eight (8) meetings and two (2) MYC community events from June 1st to May 31st to retain membership on the Youth Council. Any member of the Youth Council who is unable to attend a meeting shall notify the Chair or Staff Liaison, at least 2 days in advance of the meeting when possible. Three (3) absences or attendance at less than eight (8) meetings per year shall constitute the resignation of the member.

Quorum. A quorum shall consist of eight (8) voting members total: If less than a quorum is present at the meeting, the ranking officer or Staff Liaison shall adjourn the meeting. A quorum shall be required for the Youth Council to take action upon any item set forth on the agenda.

Article VI Committees Standing and Ad-Hoc

Executive Committee. The Executive Committee shall meet prior to each regular Youth Council meeting when necessary. The Executive Committee shall have the right to determine the agenda

Youth Council meetings with the Staff Liaison, Mayor, and/ or City Council. The Executive Committee shall aid in the preparation of the Annual Report and annual Yearbook of the Youth Council. The Executive Committee shall be responsible for other duties as determined by the Staff Liaison, Mayor, and/ or City Council.

Ad-hoc. Other committees may be created as necessary by the Staff Liaison, Mayor, City Council, and Chair in order for the Youth Council to successfully carry out its duties.

Article VII **Reports Annual and Special**

Annual Report. Comprehensive report prepared yearly and presented to City Council documenting the activities, successes, and potential areas of improvement of the Youth Council. Responsibility of the annual report shall be that of the Executive Committee with the primary responsibility to complete and present the Annual Report on the Chair of the Youth Council. Topics should include but is not limited to events, finances, community service, bylaws, policies, retreats, conferences, etc. Should include facts and figures of the activities of the Youth Council as supporting evidence.

Strategic Plan. The Youth Council shall have a Strategic Plan to outline goals of the Youth Council for up to four (4) years. Goals should be outlined and adopted by the Youth Council each year.

Annual Yearbook. The annual yearbook shall include pictures and other memorabilia from each event/ activity of the Youth Council. It is to serve as a historical document for each Youth Council documenting events/ activities and the membership of the Youth Council.

Special Reports. The Chair, Executive Committee, and Staff Liaison may ask for reports in addition to those listed above as deemed necessary. Special Reports may be requested to provide information to the City Council and/ or City Staff as to the activities or plans of the Youth Council.

Article VIII **Conduct**

Dress and Demeanor. It is important for members of the Youth Council to appear neat, clean, and appropriate in appearance. Each Youth Councilmember is expected to have appropriate demeanor at all times in order to positively promote the Youth Council, the City of Burleson, and all of the youth of Burleson.

Article IX **Parliamentary Authority**

Parliamentary Authority. The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Council in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Council may adopt.

Article X **Amendments**

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Executive Committee with prior written notice to the members as provided herein; provided however, that such alterations, amendments, or repeals be authorized by a two-thirds (2/3) vote of all members of the Youth Council, and provided further that vote by proxy shall not be permitted.

These Bylaws have been passed and approved on this the 28th of October, 2024 by the Mayor's Youth Council of the City of Burleson.

Mayor's Youth Council Chair
2024-2025

Janalea Hembree
City of Burleson
Mayor's Youth Council Staff Liaison

RESOLUTION

A RESOLUTION OF THE CITY OF BURLESON, TEXAS AMENDING RESOLUTION CSO#761-02-2018 ESTABLISHING A MAYOR'S YOUTH COUNCIL

WHEREAS, the Burleson City Council believes strongly that Burleson is and should continue to be a family-friendly community; and

WHEREAS, the Burleson City Council recognizes that encouragement and nurturing of families is best achieved when its youth are empowered, supported, and informed so that they can be productive members of the community; and

WHEREAS, the City Council established the Mayor's Youth Council on May 10, 2007 through R-1087-07; and

WHEREAS, the City Council approved CSO#427-05-2016 on May 16, 2016 reworking the resolution to provide greater consistency with the MYC by-laws; and

WHEREAS, the City Council approved CSO#761-02-2018 on January 22, 2018 reworking the resolution to provide greater consistency with the MYC by-laws; and

WHEREAS, the Mayor's Youth Council shall broadly represent the diversity of thought and experience among the youth in Burleson.

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

Section 1. Establishment.

There is hereby established the Mayor's Youth Council ("Youth Council").

Section 2. Purpose.

The Youth Council shall study, investigate, plan, implement and advise the City on matters related to youth. In particular, the Youth Council is charged with developing and promulgating policies, programs and services that empower, support, and inform youth; that create a family-friendly community; and that enables and encourages youth to be productive members of the community. The Youth Council shall serve as an advisory body to the City on all matters dealing with youth.

Section 3. Powers and Duties.

- (1) The Youth Council shall have all the powers granted herein and shall perform all the duties as provided herein.
- (2) The Youth Council shall adopt rules and regulations for the conduct of its meetings and for defining the duties of its members, officers and committees.
- (3) The Youth Council shall work with the Mayor, City Council and

City staff to develop and implement policies that focus on youth.

- (4) The Youth Council shall advise the Mayor, City Council and City staff on important issues that relate to youth.
- (5) The Youth Council shall build partnerships with individuals, groups, and organizations that impact both youth and families.
- (6) The Youth Council shall partner with individuals, groups, and organizations in the planning and implementation of services, supports, and opportunities for Burleson's youth and families.
- (7) The Youth Council shall carry out and implement other directives from the Mayor, City Council and City staff.

Section 4. Membership

The Youth Council shall consist of voting members whose membership shall be set forth in its adopted rules and regulations. All voting members shall:

- (a) Reside within the corporate limits of the City of Burleson or the City's extra territorial jurisdiction (ETJ); and
- (b) Be appointed by the City Council.

Up to five voting member seats may be filled by students residing outside the corporate limits of the City of Burleson or the City's extra territorial jurisdiction (ETJ) but are actively enrolled in a Burleson Independent Schools District school.

No applicant, appointee or member of the Youth Council who has been convicted of a crime against a minor child shall be qualified to serve on the Youth Council. By submitting an application for appointment to the Youth Council, applicants consent to a background check for such purposes, to the extent provided by law.

Section 5. Terms of Office.

The members of the Youth Council shall serve in such capacity without compensation. All terms of office shall begin on June 1 and expire on May 31. The terms of office of the members shall be set forth in its adopted rules and regulations.

Section 6. Organization and Rules.

- (1) At the last meeting each year, the Youth Council shall elect officers who shall serve a one (1) year term. All may be eligible for reelection for up to one (1) additional year term. Officers shall, at a minimum, consist of a Chair, Vice-Chair, Secretary, Historian, and Communications Officer.
- (2) The Youth Council shall adopt such rules and regulations governing its procedures, as it deems necessary or advisable, and shall keep a record of its proceedings, which record shall be a public record.
- (3) The Youth Council shall meet on a date and at a time set forth in its rules and regulations.

A quorum shall consist of simple majority of members

Section 7. Absences.

Any member of the Youth Council who is unable to attend a meeting or any consecutive number of meetings shall be subject to the absences guidelines set forth in the Youth Council rules and regulations.

Section 8. Removal.

Members of the Youth Council, other than those representing the City Council and School Board, may be removed by the Mayor for inefficiency, neglect of duty or malfeasance while in office, and the applicable governing body may remove the member representing it for the same reasons. The Mayor or governing body, as the case may be, shall file a written statement of the reasons for such removal to the City of Burleson City Secretary.

Section 9. Compensation and Reimbursement of Expenditures.

Members of the Youth Council shall serve without compensation; provided, however, that each member may be reimbursed for an actual expenditures (authorized in advance of the expense being made) reasonably incurred by him or her in connection with his or her duties as a member of the Youth Council.

Section 10. Vacancies.

Vacancies occurring on the Youth Council, other than through the expiration of a term, shall be filled according to the vacancies guidelines set forth in the Youth Council rules and regulations.

This resolution shall become effective immediately upon its passage.

SO RESOLVED, PASSED AND APPROVED this the ____ day of _____, 20____, by the City Council of the City of Burleson, Texas.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Michelle McCullough, P.E., CFM, Deputy Director/City Engineer

MEETING: November 4, 2024

SUBJECT:

Consider approval of a professional services contract with Freese and Nichols, Inc. for engineering services related to the review of flood studies and general stormwater drainage design for a three (3) year term in the amount of \$90,000.00. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

SUMMARY:

Freese and Nichols, Inc. (FNI) has provided general engineering review for the city since 2009. The engineering documents typically reviewed by FNI include detailed flood studies prepared for various development projects involving modifications of the floodplain, which are specialized in nature and often time-consuming to review. The staff at FNI have the technical expertise and software required for these detailed reviews. Both the property owners and/or development community also receive benefit from their expert reviews because they result in shortened review times by the Federal Emergency Management Agency (FEMA) as the majority of design issues are identified by Freese and Nichols, Inc. and subsequently corrected by the applicant's engineer before submittal to FEMA.

In addition to flood study reviews, FNI provides technical guidance to City staff for large drainage designs and reviews of development-related civil construction plans as needed.

Staff met with the Purchasing Department and discussed potential process improvements. It was determined that the review contracts are re-occurring contracts every fiscal year, and purchasing recommended that the engineering development division consider utilizing a multi-year contract. To determine the average level of effort for the review contract, staff evaluated data for the past five years and determined that an average of \$30,000 per year for a 3-year total of \$90,000 for review of traffic-related studies related to development projects within the city.

Staff requests the City Council approve a \$90,000 contract over the next three years to review flood studies, drainage designs, and civil construction plans related to development to ensure responsible and orderly development per the City's Subdivision and Development Ordinance within the City.

RECOMMENDATION:

Approve a professional services contract with Freese and Nichols, Inc. for engineering services related to the review of flood studies and general stormwater drainage design for a three (3) year term in the amount of \$90,000.00

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

None

REFERENCE:

None

FISCAL IMPACT:

Account – 1013102-62010

STAFF CONTACT:

Michelle McCullough
Deputy Director/City Engineer
mmccullough@burlesontx.com
817-426-9616

**ON-CALL
PROFESSIONAL SERVICES
CONTRACT
3 YEAR TERM**

**City Council
November 4, 2024**



Background

Funds budgeted every fiscal year for on-call development review contracts

Support for staff during heavy submittal weeks (Plats, site plans, civil construction plans, etc)

Flood and traffic studies require software and technical expertise for detailed reviews

Remaining funds within contracts have historically “rolled” over to next fiscal year



Background

Rolled funds can create issues during audits for the finance department

Actual costs per fiscal year more difficult to track

The purchasing department recommended multi-year contracts because these are routine yearly occurrences

Staff evaluated data for the last 5-years to determine yearly average costs

- Flood/detention/general engineering reviews - \$30,000 per year
- Traffic study/general reviews - \$25,000 per year





FREESE AND NICHOLS, INC.

Flood Study, detention, general engineering reviews

- Development
- Private property owners
- City capital projects
- Floodplain violations
- FEMA Submittals

Assists City Staff with Technical Expert Opinions on floodplain issues

Large stormwater drainage design review

- City of Burleson
- Extraterritorial Jurisdiction (ETJ)

KIMLEY HORN AND ASSOCIATES

- Review of development traffic studies
- Stop sign warrants
- Speed studies
- Provide support to city staff with review of civil construction plans as it relates to development if needed
- General technical support

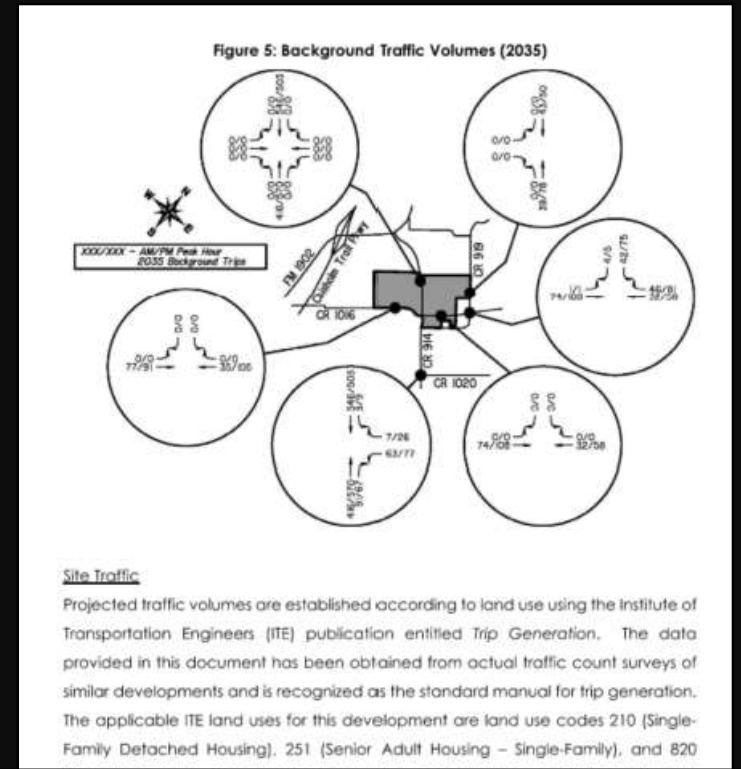


Table 1: Trip Generation for Chisholm Summit

Land Use/ITE Code	Units	Daily	Weekday AM Peak			Weekday PM Peak		
		Trips	Enter	Exit	Hourly Trips	Enter	Exit	Hourly Trips
210	398	3,753	78	221	299	236	138	374
210	301	2,838	53	158	211	178	105	283
251	157	677	12	26	38	29	18	47
820	113.2	4,190	59	36	95	185	200	385
Pass-By Trips		1,215	0	0	0	54	58	112
Total	896	10,243	202	441	643	574	403	977

Action Requested

1. Approve a professional services contract with Freese and Nichols, Inc. for engineering services related to the review of flood studies and general stormwater drainage design for a three (3) year term in the amount of \$90,000.00.
2. Approve a professional services contract with Kimley Horn and Associates for engineering services related to the review of traffic studies and general roadway design for a three (3) year term in the amount of \$75,000.00.

Staff Contact:

Michelle McCullough, P.E., CFM
Deputy Director/City Engineer

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 shall be for three (3) years unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Ninety Thousand and no /100 dollars in accordance with the fee schedule incorporated herein as **Attachment CO**, 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 CS, 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 submit 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
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

Freese and Nichols, Inc		
Scott Hubley		
801 Cherry St Ste 2800		
Fort Worth	TX	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 that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) 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.

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: _____

Name: _____

Title: _____

Date: _____

Signed by:

By: _____
OFF9503DEB2742E...

Name: Scott Hubley

Title: Vice-President

Date: 10/18/2024

APPROVED AS TO FORM:

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

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Ninety Thousand Dollars (\$90,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	98	195
Professional 2	132	214
Professional 3	150	327
Professional 4	173	357
Professional 5	255	387
Professional 6	259	480
Construction Manager 1	128	180
Construction Manager 2	132	222
Construction Manager 3	165	222
Construction Manager 4	192	289
Construction Manager 5	229	338
Construction Manager 6	304	402
Construction Representative 1	87	102
Construction Representative 2	102	132
Construction Representative 3	139	210
Construction Representative 4	139	210
CAD Technician/Designer 1	94	135
CAD Technician/Designer 2	113	222
CAD Technician/Designer 3	147	282
Corporate Project Support 1	79	177
Corporate Project Support 2	90	259
Corporate Project Support 3	113	375
Intern / Coop	60	105

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) \$500
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<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 2024.

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENTPROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) shall provide the following review services to the City of Burleson (CITY) for a compensation amount of Thirty Thousand Dollars (\$30,000) per year for three (3) years, totaling Ninety Thousand Dollars (\$90,000).

ARTICLE I

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

A. DRAINAGE REVIEW SERVICES: FNI shall provide professional services in this phase as follows:

1. Attend a pre-design meeting with applicants if requested by CITY Staff.
2. Attend Planning and Zoning Commission meeting as required.
3. Attend meetings with TxDOT as required.
4. Attend meetings with FEMA as required.
5. Attend meetings with other agencies (Corps of Engineers, franchise utilities, etc.) as required.
6. Be available to meet with staff or applicants outside of time scheduled to discuss specific applications.
7. Review current CITY practices, policies, criteria, guidelines, submittal checklists, rough proportionality calculations and public improvement agreements, etc. on a continual basis and make recommendations for modifications.
8. Be available for CITY meetings or retreats to discuss planning or review process.
9. Provide a monthly one-page report to CITY summarizing the plans reviewed and services performed for the month.

B. GENERAL CONSTRUCTION PLANS/SPECIFICATIONS REVIEWS: FNI shall provide professional services in this phase as follows:

1. Review subject construction plans, specifications, details, and contract documents for compliance with the approved preliminary plans and final plats. Review for compliance with CITY's design and construction details standards.
2. Review the impacts on adjacent landowners.
3. Review calculations in the plans for accuracy and compliance with CITY standards and acceptable standard engineering practices.
4. Review drainage studies, reports, calculations, and computer models for compliance with City of Burleson design requirements, and applicable state and federal requirements. Ensure that drainage study findings are consistent with improvements shown on construction plans.
5. Develop comments for the subject construction plans and studies, based upon the review. Include applicable comments previously generated from CITY review of the project. Submit copies of the review to CITY.
6. Correspond with the developer's architect/engineer as needed for implementation of the comments from CITY and CONSULTANT, as requested by City Development Review Administrator.
7. Document all meetings and telephone calls with applicants.

C. FEMA FLOOD STUDY REVIEW: FNI shall provide professional services in this phase as follows:

1. Review CLOMR application from the applicant for compliance with the CITY's Development Code, Drainage Criteria Manual, Flood Protection and Prevention Ordinance and applicable FEMA regulations. Assist CITY's Floodplain Administrator with the submittal of the approved CLOMR application to FEMA for review. Review applicable plats for coordination of drainage easements and finished floor elevations with the approved CLOMR application.
2. Review LOMR applications from the applicant for compliance with CITY's Development Code, Drainage Criteria Manual, Flood Protection and Prevention Ordinance and applicable FEMA regulations. Assist CITY's Flood Plan Administrator with the submittal of the approved LOMR application to FEMA for review. Review applicable plats for coordination of drainage easements with the approved LOMR application.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Funding Application Development, through programs such as the TWDB FIF or the FEMA FMA Grant Program
 - a. Coordination and Meetings with the City regarding applications
 - b. Update Opinion of Probable Construction Costs (OPCC) for projects identified for grant opportunity
 - c. Application Process Support

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. 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 CONSULTANT on a fee basis (not to exceed \$200 per hour) negotiated by the respective parties and executed as an Amendment to this AGREEMENT.
2. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
3. Providing basic or additional services on an accelerated time schedule. The scope of this service includes 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 CITY.
4. Attending meetings and providing assistance, as requested by CITY, with agencies other than those specified in Article I.
5. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
6. Construction project inspection or field review of design projects.
7. Engineering design of plans, specification and estimates.

8. Engineering design or consultation in specialized disciplines, such as structural, mechanical, electrical or plumbing or architectural planning or design.
9. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the CITY.
10. Field surveying required for the preparation of designs and drawings.
11. Field layouts or the furnishing of construction line and grade surveys.
12. GIS mapping services or assistance with these services.
13. Making property, boundary, right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
14. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
15. Providing renderings, model, and mock-ups requested by the CITY.
16. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of CONSULTANT.
17. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
18. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by CITY.
19. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
20. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
21. Conducting pilot plant studies or tests.
22. Preparing Operation and Maintenance Manuals or conducting operator training.
23. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
24. Furnishing the services of a Resident Project Representative to act as CITY's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by CONSULTANT in order to provide more extensive representation at the Project site during Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the work.

If CITY provides personnel to support the activities of the Resident Project Representative who is CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. CITY agrees that whenever CONSULTANT informs him in writing that any such personnel provided by the CITY are, in his opinion, incompetent, unfaithful or disorderly, such

- personnel shall be replaced.
25. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by CONSULTANT as an Additional Service.
 26. Preparation of Conformed or "As Bid" plans and specifications for use during the construction phase. These documents shall involve the incorporation of addenda items into the Contract Documents through modification of the electronic files and reprinting of the plans and specifications inclusive of the incorporated changes.
 27. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
 28. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
 29. 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 CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
 30. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
 31. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
 32. 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.
 33. Services required to resolve bid protests or to rebid the projects for any reason.
 34. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
 35. Providing basic or additional services on an accelerated time schedule. The scope of this service includes 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.
 36. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
 37. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of CONSULTANT.
 38. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
 39. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
 40. Provide Geotechnical investigations, studies and reports.

ARTICLE IV

TIME OF COMPLETION: CONSULTANT agrees to provide initial project review within 14 calendar days after receipt of a project submittal.

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 Client 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.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client'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 Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client'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 Client 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 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 Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- J. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – [Michelle McCullough, P.E., CFM, 141 West Renfro, Burleson, TX 76028; 817-426-9616, and \[mmccullough@burlesontx.com\]\(mailto:mmccullough@burlesontx.com\)](#)

FNI's Designated Representative – [Bethany Fleitman, P.E., CFM, 801 Cherry Street, Suite 2800, Fort Worth, TX 76102; 806-686-2709, and \[bethany.fleitman@freese.com\]\(mailto:bethany.fleitman@freese.com\)](#)

FNI's Accounting Representative – [Erin Westbrook, 801 Cherry Street, Suite 2800, Fort Worth, TX 76102; 817-735-7395, and \[erin.westbrook@freese.com\]\(mailto:erin.westbrook@freese.com\)](#)

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:
 2024-1227513

Date Filed:
 10/16/2024

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

Date Acknowledged:

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
 General Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pence, Bob	Fort Worth, TX United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Archer, Charles	Raleigh, NC United States	X	
Brown, Jessica	Fort Worth, TX United States	X	
Chambers, Robert	Fort Worth, TX United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Hatley, Tricia	Oklahoma City, OK United States	X	
Payne, Jeff	Fort Worth, TX United States	X	
Reedy, Michael	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Pam Fordtran, and my date of birth is [REDACTED].

My address is 800 N. Shoreline, Suite 1600N, Corpus Christi, TX, 78401, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Nueces County, State of Texas, on the 16th day of October, 2024.
(month) (year)

Pam Fordtran

Signature of authorized agent of contracting business entity
 (Declarant)

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Michelle McCullough, P.E., CFM, Deputy Director/City Engineer

MEETING: November 4, 2024

SUBJECT:

Consider approval of a professional services contract with Kimley Horn and Associates for engineering services related to the review of traffic studies and general roadway design for a three (3) year term in the amount of \$75,000.00. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

SUMMARY:

Kimley Horn and Associates (KH) has provided general engineering reviews related to traffic studies, master planning, speed studies, and design for capital roadway projects for the city for over 10 years. The engineering documents typically reviewed by KH include detailed traffic studies prepared for various development projects involving the proposed impact on the city's roadway network due to the proposed use and expected number of trips. In addition, the review includes signal warrant analysis, roadway capacity analysis, and a variety of other traffic-related conditions. The staff at KH have the technical expertise and software required for these detailed reviews. City staff often experiences multiple traffic study submittals with one submittal cycle. KH has staff available to allow the traffic studies to be reviewed with comments provided to the applicant within a two-week timeframe rather than the 30 working days allowed by the city's ordinance.

Historically, the City has entered into a new contract during the fiscal year with KH once the allotted dollar amount for the current contract from the previous year has been exhausted. These contracts have been "rolled" over to the following fiscal year if funds remain within the contract. Since the contract rolls to the next fiscal year and a new contract is not executed until those funds are exhausted, the new contract utilizing funds from the current year can be executed at any time during the fiscal year. This can create issues for finance and makes it difficult to determine the actual level of effort for a specific fiscal year.

Staff met with the Purchasing Department and discussed potential process improvements. It was determined that the review contracts are re-occurring contracts every fiscal year, and purchasing recommended that the engineering development division consider utilizing a multi-year contract. To determine the average level of effort for the review contract, staff evaluated data for the past five years and determined that an average of \$25,000 per year for a 3-year total of \$75,000 for review of traffic-related studies related to development projects within the city.

Staff requests the City Council approve a \$75,000 contract over the next three years to review traffic studies, general traffic issues, and civil construction plans related to development to ensure

responsible and orderly development per the City's Subdivision and Development Ordinance within the City.

RECOMMENDATION:

Approve a professional services contract with Kimley Horn and Associates for engineering services related to the review of traffic studies and general roadway design for a three (3) year term in the amount of \$75,000.00

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

None

REFERENCE:

None

FISCAL IMPACT:

Account – 1013102-62010

STAFF CONTACT:

Michelle McCullough
Deputy Director/City Engineer
mmccullough@burlesontx.com
817-426-9616

**ON-CALL
PROFESSIONAL SERVICES
CONTRACT
3 YEAR TERM**

**City Council
November 4, 2024**



Background

Funds budgeted every fiscal year for on-call development review contracts

Support for staff during heavy submittal weeks (Plats, site plans, civil construction plans, etc)

Flood and traffic studies require software and technical expertise for detailed reviews

Remaining funds within contracts have historically “rolled” over to next fiscal year



Background

Rolled funds can create issues during audits for the finance department

Actual costs per fiscal year more difficult to track

The purchasing department recommended multi-year contracts because these are routine yearly occurrences

Staff evaluated data for the last 5-years to determine yearly average costs

- Flood/detention/general engineering reviews - \$30,000 per year
- Traffic study/general reviews - \$25,000 per year





FREESE AND NICHOLS, INC.

Flood Study, detention, general engineering reviews

- Development
- Private property owners
- City capital projects
- Floodplain violations
- FEMA Submittals

Assists City Staff with Technical Expert Opinions on floodplain issues

Large stormwater drainage design review

- City of Burleson
- Extraterritorial Jurisdiction (ETJ)

KIMLEY HORN AND ASSOCIATES

- Review of development traffic studies
- Stop sign warrants
- Speed studies
- Provide support to city staff with review of civil construction plans as it relates to development if needed
- General technical support

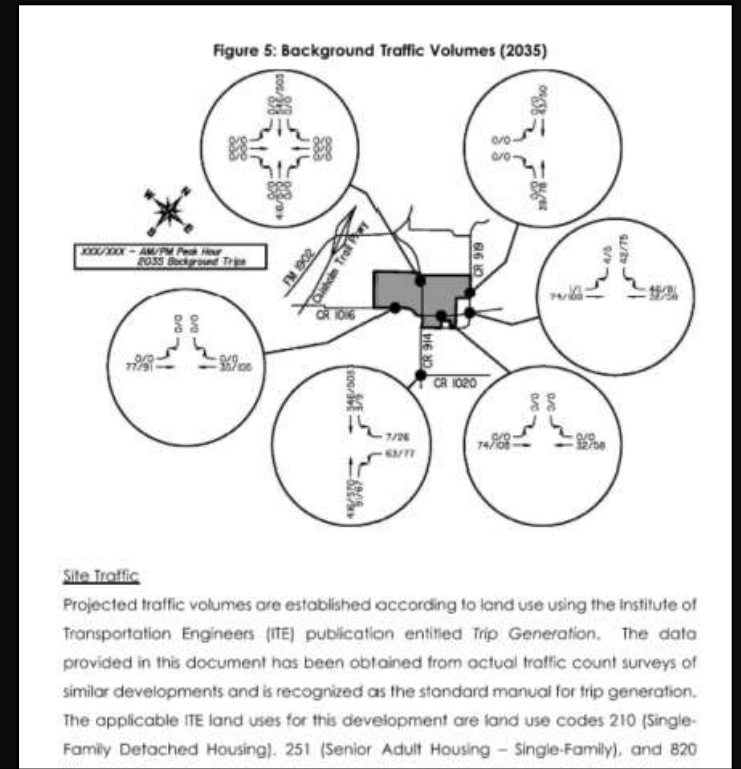


Table 1: Trip Generation for Chisholm Summit

Land Use/ITE Code	Units	Daily	Weekday AM Peak			Weekday PM Peak		
		Trips	Enter	Exit	Hourly Trips	Enter	Exit	Hourly Trips
210	398	3,753	78	221	299	236	138	374
210	301	2,838	53	158	211	178	105	283
251	157	677	12	26	38	29	18	47
820	113.2	4,190	59	36	95	185	200	385
Pass-By Trips		1,215	0	0	0	54	58	112
Total	896	10,243	202	441	643	574	403	977

Action Requested

1. Approve a professional services contract with Freese and Nichols, Inc. for engineering services related to the review of flood studies and general stormwater drainage design for a three (3) year term in the amount of \$90,000.00.
2. Approve a professional services contract with Kimley Horn and Associates for engineering services related to the review of traffic studies and general roadway design for a three (3) year term in the amount of \$75,000.00.

Staff Contact:

Michelle McCullough, P.E., CFM
Deputy Director/City Engineer

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 Kimley-Horn and Associates 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 shall be for three (3) years unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Seventy-Five Thousand and No /100 dollars 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 submit 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
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

Kimley-Horn and Associates Inc		
Doug Arnold		
801 Cherry St Suite 1300		
Fort Worth	TX	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 that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) 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.

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:

Kimley-Horn and Associates Inc

By: _____

Signed by:
By: Doug Arnold
D7A6C9199E604BC...

Name: _____

Name: Doug Arnold

Title: _____

Title: Contract Specialist

Date: _____

Date: 10/16/2024

APPROVED AS TO FORM:

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

ATTACHMENT A

I. Scope of Services

The Consultant understands that the City wishes to have the Consultant review traffic impact analysis as prepared by an applicants' traffic engineer to verify general conformance with current City subdivision regulations and traffic impact study requirements.

The Consultant may perform the following tasks:

Task 1 – Review Traffic Impact Analysis

- Conduct an initial field observation during a peak period to verify existing field geometrics and traffic conditions;
- Prepare for and attend meeting(s) with the applicant to review and discuss the requirements of the traffic impact analysis;
- Upon receipt of the traffic impact analysis from the Client (as prepared by the applicant's traffic engineer), the Consultant will review the trip generation, distribution, and assignment information;
- Review the capacity analysis and mitigation recommendations (if any) as prepared by the applicant;
- Review the proposed driveway locations proposed by the applicant; and
- Prepare and submit a letter to the Client summarizing the results of the review.

Task 2 – Other Transportation/Traffic Analysis

The Consultant will also provide other traffic/transportation related service on an as needed basis.

II. Method of Compensation

The Consultant will perform the services in Tasks 1 - 2 for the on a labor fee plus expense basis, not to exceed XX,000.

The Consultant will not exceed the total maximum labor fee shown without authorization from the Client.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Administrative time related to the project may be billed hourly.

Kimley-Horn and Associates, Inc.
Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$125 - \$210
Professional	\$200 - \$250
Senior Professional I/Project Manager	\$250 - \$310
Senior Professional II/Senior Project Manager	\$330 - \$390
Support Staff	\$100 - \$160

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.
Kimley Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2024-1229317

Date Filed:
10/22/2024

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

Date Acknowledged:

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.
102224
Review Traffic Impact Analysis and Other Transportation/Traffic Analysis

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is [REDACTED].

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(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 22ND day of NOVEMBER, 20 24.
(month) (year)

Sarah Meza

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: November 4, 2024

SUBJECT:

1709 County Road 913 (Case 24-274): Hold a public hearing and consider approval of an ordinance for a zoning change request from “A” Agriculture to “SFE” Single-Family Estate district. (First & Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On September 16, 2024, an application was submitted by Laura Brown with Trans Texas Surveying (applicant) on behalf of Fred Franke (owner), to rezone approximately 2.901 acres of land to SFE, Single-Family Estate for the addition to an existing home that is on unplatted land.

DEVELOPMENT OVERVIEW:

The owner is proposing an “SFE”, Single-Family Estate zoning district so that he can pursue a building permit for an addition to his existing home. The area was annexed into the city with a default zoning classification of “A” Agriculture and the exiting home was constructed prior to the area being annexed into the City of Burleson. A building permit application requires that the property be platted and during that platting process, it was discovered that the subject property is less than the required 3 acres for the “A” Agriculture district.

Zoning and Land Use Table

	Zoning	Use
Subject Site	A, Agriculture	Developed, Residential
North	ETJ	Developed, Residential
East	A, Agriculture	Developed, Residential
South	A, Agriculture	Developed, Residential
West	ETJ	Undeveloped

The City's Imagine Burleson 2030 Midpoint Update Comprehensive Plan designates this site as **Neighborhoods**. This is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types and style. The primary uses in this category includes single-family residences, including a range of densities from large, agriculture lots to suburban neighborhood lots.

The proposed zoning of SFE, Single-Family Estate, is in compliance with the corresponding zoning districts in the Comprehensive plan. This zoning request is a result of the need to construct a new addition to an existing home that has default Agriculture zoning.

RECOMMENDATION:

Approve an ordinance for the zoning change request.

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

None

REFERENCE:

<https://ecode360.com/39938791#39938791>

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

ZC – 1709 CR 913

Location:

- 1709 CR 913

Applicant:

Fred Franke

Item for approval:

Zoning Change from “A” Agriculture to “SFE”
Single-Family Estate district
(Case 24-274).



Comprehensive Plan

Neighborhoods



Zoning

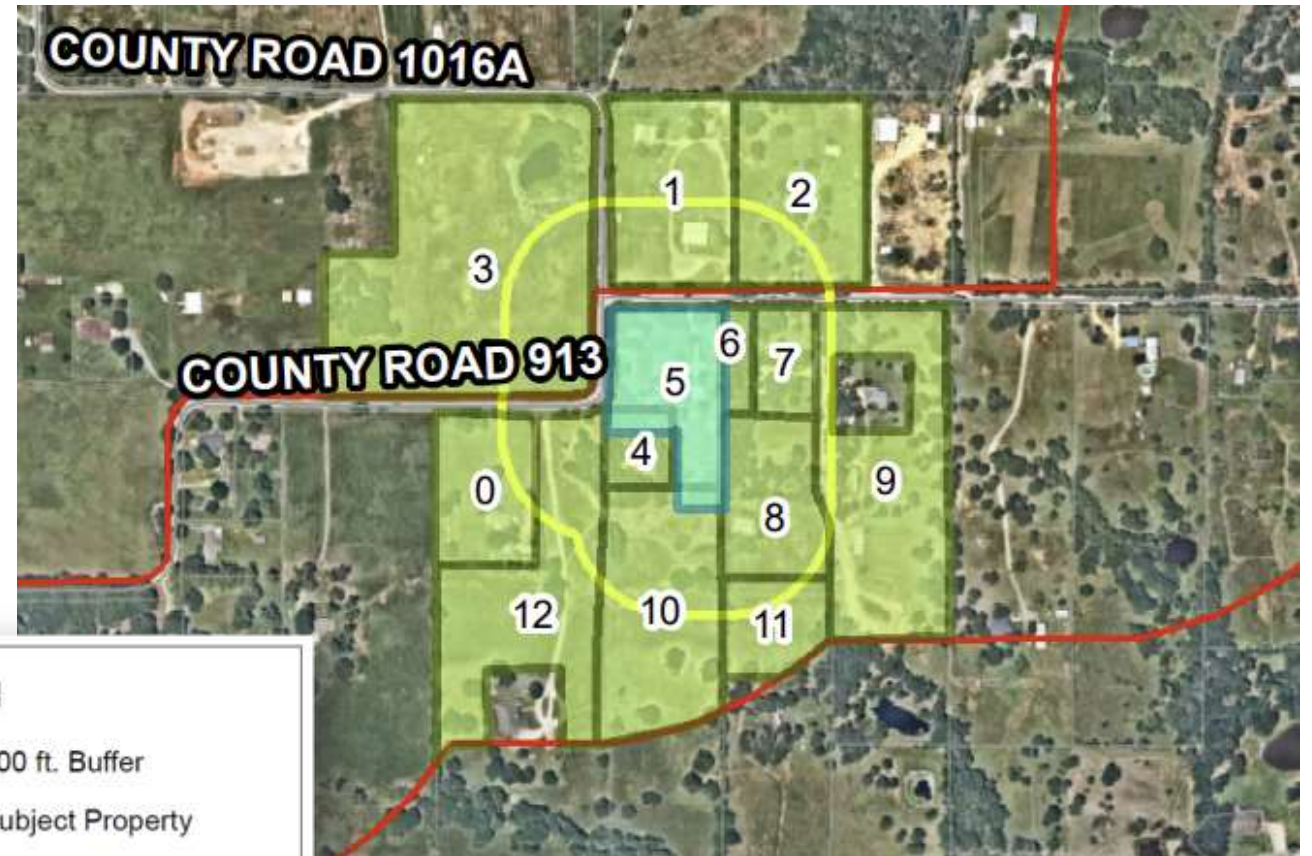
Agriculture




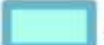
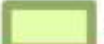

ZC – 1709 CR 913

Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in newspaper.
- Signs posted on the property.
- At this time staff has received no formal opposition



Legend

-  300 ft. Buffer
-  Subject Property
-  Properties within 300 ft.
-  Burleson

ZC – 1709 CR 913

P&Z Summary

Vote

Recommended approval unanimously

Discussion

None

Speakers

Applicant was present (no questions)

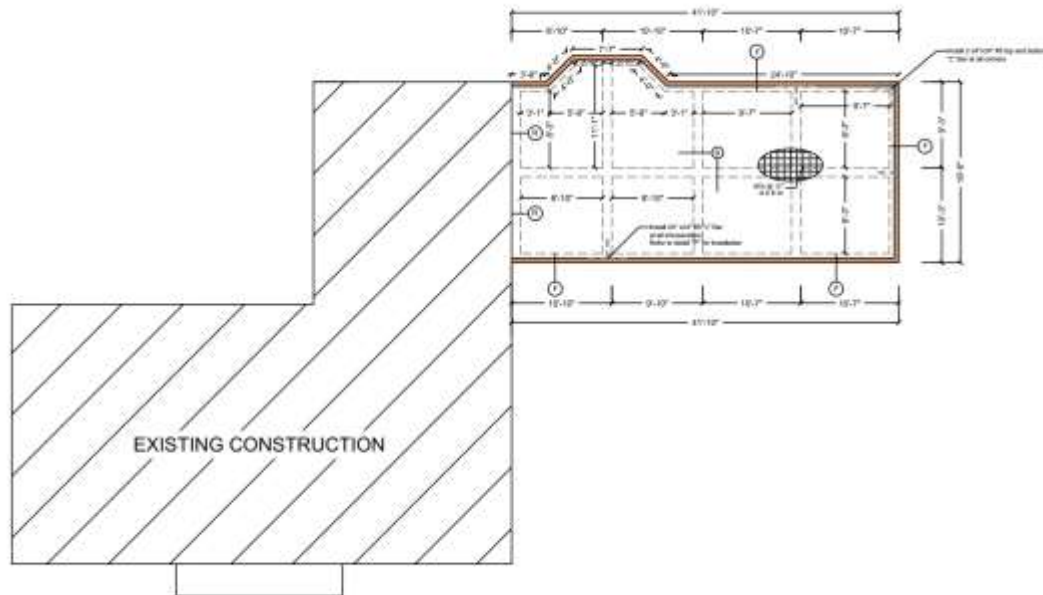


ZC – 1709 CR 913

Staff's Recommendation

Staff has determined that the requested zoning and use align with the Comprehensive Plan.

Staff recommends approval of the ordinance for a zoning change.



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 2.901 ACRES OF LAND LOCATED IN THE W.W. BYERS SURVEY, ABSTRACT NO. 30, JOHNSON COUNTY, TEXAS AND BEING ALL OF A CALLED 3.00 ACRE TRACT OF LAND AS DESCRIBED IN DEED RECORDS IN INSTRUMENT NO. 2022-11163, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), FROM AGRICULTURE DISTRICT (A) TO SINGLE-FAMILY ESTATE (SFE); MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (“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 passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the “Zoning Ordinance and Map”); and

WHEREAS, an application for a zoning change was filed by **Fred Franke (Owner)** on **September 16, 2024**, under **Case Number 24-274**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **8 to 0** to recommend to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of **Agriculture (A)** to **Single-Family Estate (SFE)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Agriculture (A)**; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

Section 1

The Zoning Ordinance and Map is hereby amended insofar as it relates to property being 2.901 acres of land located in the W.W. Byers Survey, Abstract 30, Johnson County, Texas and being all of a called 3 acre tract of land as described in deed records in instrument no. 2022-11163, Official Public Records, Johnson County Texas (O.P.R.J.C.T.) as **described in Exhibit A**, by changing the zoning of said property from **Agriculture (A)** to **Single-Family Estate (SFE)** being further described and attached as **Exhibit A**.

Section 2.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 3.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was

given as required by law.

Section 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 5.

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

Section 6.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

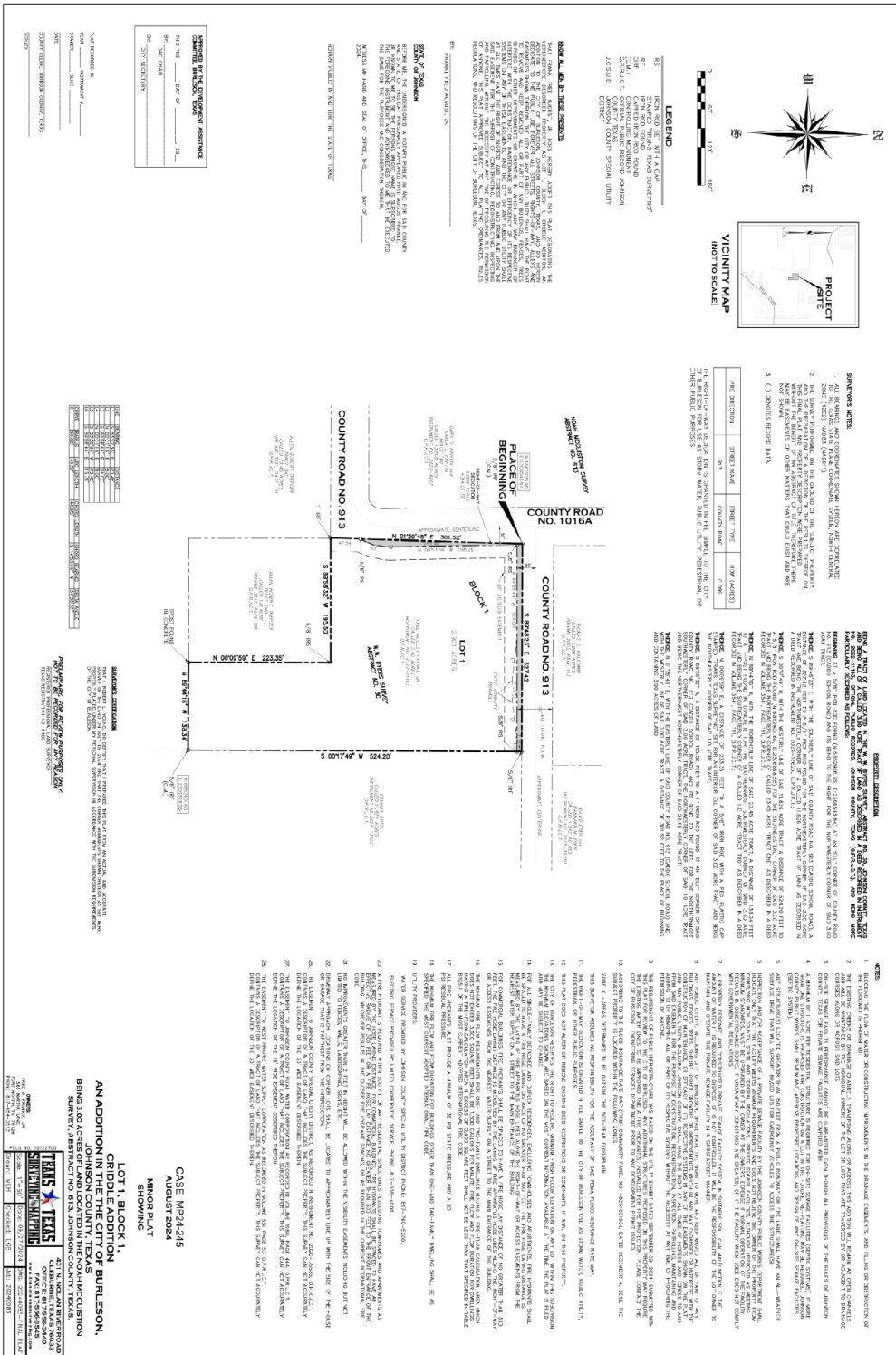
ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"



LEGEND

- 1. EASEMENT
- 2. ...
- 3. ...

VICINITY MAP

PROJECT SITE

NOTES

1. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
2. THE PROPERTY IS BEING SUBMITTED FOR ZONING REVISION. THE ZONING COMMISSION WILL BE CONSIDERING THE PROJECT ON AUGUST 2024.
3. () SHOWS REQUIRED DATA.

LINE NUMBER	SHEET NAME	SHEET NUMBER	DATE ADDED
1	... COUNTY ROAD NO. 913
2	... COUNTY ROAD NO. 914

- NOTES**
1. THE PROPERTY IS BEING SUBMITTED FOR ZONING REVISION. THE ZONING COMMISSION WILL BE CONSIDERING THE PROJECT ON AUGUST 2024.
 2. THE PROPERTY IS BEING SUBMITTED FOR ZONING REVISION. THE ZONING COMMISSION WILL BE CONSIDERING THE PROJECT ON AUGUST 2024.
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CRIDDLE ADDITION IN THE CITY OF BURLESON, TEXAS

AN ADDITION IN THE CITY OF BURLESON, TEXAS

LOT 1, BLOCK 1,

MINOR PLAT

SHOWING

CASE W/24-246

AUGUST 2024

TRAVIS TEXAS SURVEYS

TRAVIS TEXAS SURVEYS

TRAVIS TEXAS SURVEYS

City Council Regular Meeting

DEPARTMENT: Capital Engineering Department
FROM: Eric Oscarson, Deputy City Manager
MEETING: November 4, 2024

SUBJECT:

Consider approval of a construction contract for ITB 2024-026 with Jackson Construction, Ltd. for the SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) project in the amount of \$2,672,529.00 with a project contingency of \$267,253.00. (*Staff Presenter: Eric Oscarson, Deputy City Manager*)

SUMMARY:

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

Phase 1 (Hulen St. to Candler Dr.) 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.

On September 6, 2022, Council's adopted budget included the Alsbury Blvd. Phase 1B project. The design contract was approved on October 7, 2022. Design was completed August 16, 2024.

The project includes construction of the outside lanes, drainage modifications, water line improvements and modifications to the BNSF railroad crossing.

The project was advertised for construction bids beginning August 30, 2024. Ten bids were publicly opened on October 3, 2024, as summarized in the table below. Jackson Construction, Ltd. provided the lowest responsible bid of \$2,672,529.00. Staff requests approval of an additional \$267,253.00 contingency for a total contract amount of \$2,939,782.00. This provides staff a limited ability to more quickly react to unexpected conditions arising during construction and reduce the potential for extending the inconvenience of property owners, businesses, and the traveling public due to construction activity.

The construction bids are based on a 300 calendar day contract period. Staff anticipates issuing Notice to Proceed to begin contract time in mid-December.

Bid Summary Table			
Jackson Const., Ltd \$2,672,529.00	GRod Const.,LLC \$2,850,143.00	XIT Paving and Const., Inc. \$2,896,840.00	Urban Infraconst. 3,049,950.00

Bid Summary Table			
McMahon Contracting \$3,182,126.00	The Fain Group, Inc. \$3,216,990.00	SYB Const. Co., Inc. \$3,217,077.31	Pavecon Public Works 3,255,132.23

Bid Summary Table			
Ed Bell Const. Co. \$3,546,667.50	JR West Tx. Concrete LLC \$3,587,882.65		

RECOMMENDATION:

Approve a bid award to Jackson Construction, Ltd. for the project in the amount of \$2,672,529.00 with a project contingency of \$267,253.00.

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

- 11/09/15 – Council awarded construction contract for Phase 1A
- 10/17/22 – Council awarded design contract to Freese and Nichols to design Phase 1B.

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted: Y

Fund Name: Street Bond Fund

Full Account #s: 4023101-70020

Amount: \$2,639,782.00

Project No.: ST2302

Budgeted: Y
Fund Name: Water/Sewer Construction Fund
Full Account #s: 5203101-70020
Amount: \$300,000.00
Project No.: ST2302

STAFF CONTACT:

Eric Oscarson, Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) ST2302

November 4, 2024



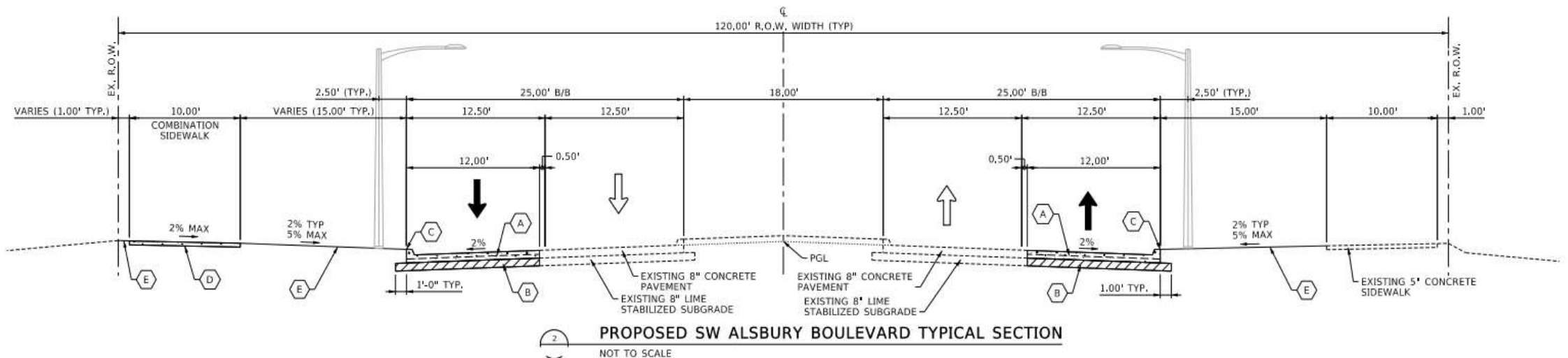
Project Items

- Construction Contract
- BNSF Agreement
- Oncor Agreement
- Materials Testing Contract



Project Overview

- Construction of outside lanes and north side 10 ft. shared use path
- BNSF railroad modifications to crossing and signals
- Water line extension beneath BNSF railroad for future development
- Modifications to existing storm drain system with recessed curb inlets
- Irrigation and landscaping improvements consisting of Southern Live Oak and Shumard Red Oak parkway trees



Construction Bid Summary

- Invitation to bid issued with 10 submissions received
 - Low Bid: \$2,672,529.00
 - High Bid: \$3,587,882.65
- Staff Recommends:
 - Award to Jackson Construction, Ltd. (Low Bidder)
 - Contract: \$2,672,529.00
 - Contingency Fund: \$267,253.00
 - Total: \$2,939,782.00



Contract Funding Summary

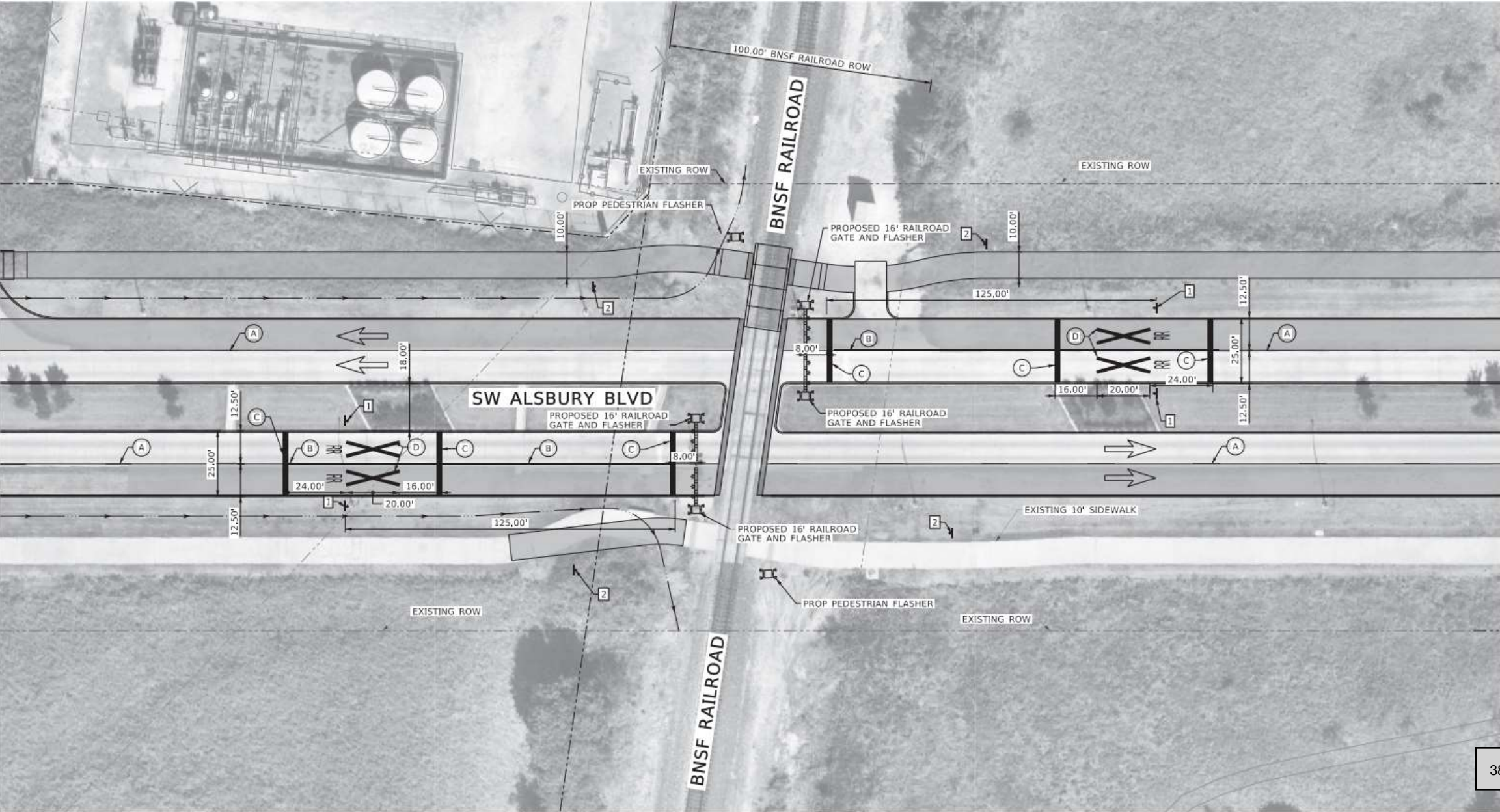
- \$2,639,782.00 Street Bonds
- \$300,000.00 Water/Sewer Construction Fund

BNSF Agreement

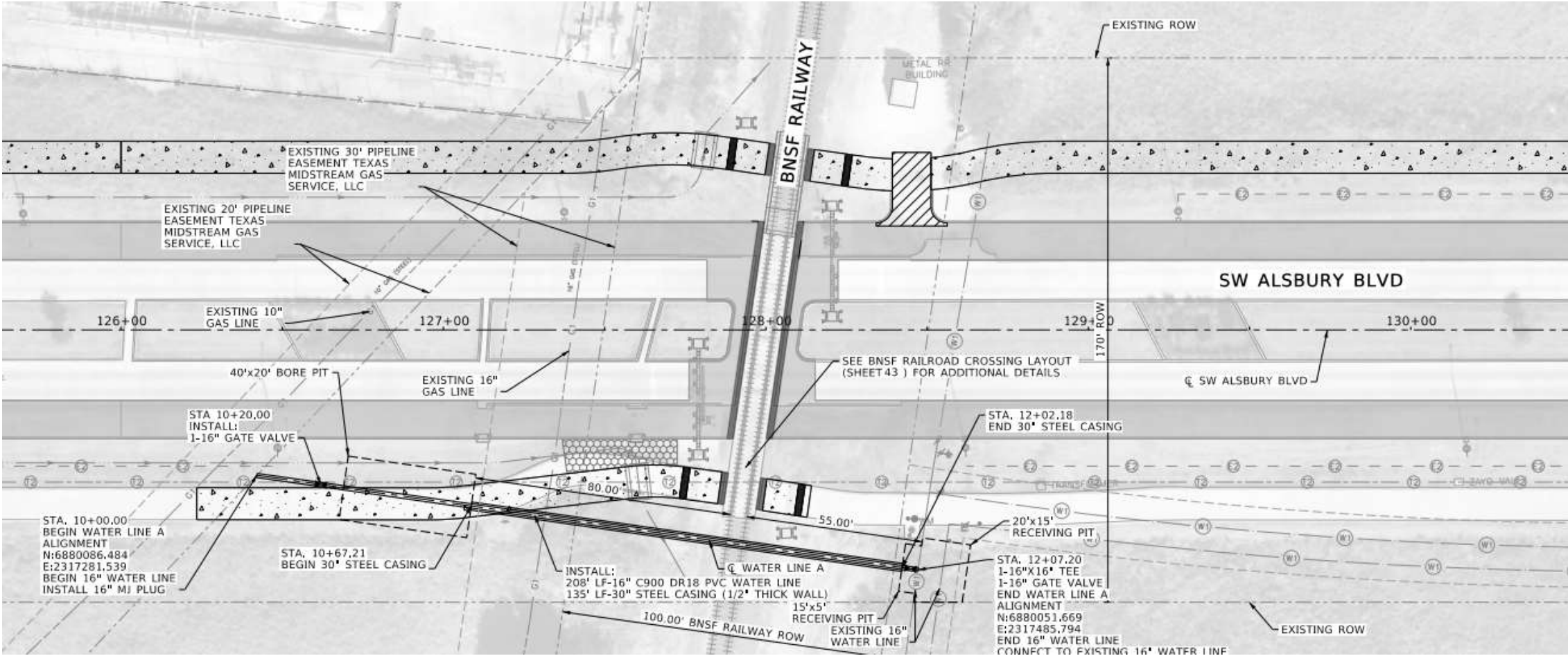
BNSF Agreement

- The SW Alsbury Boulevard Widening from Hulen St. to Candler Street (Phase 1B) Project will require modifications to the BNSF railroad crossing and signals to accommodate the increased width of pavement.
- The modifications include the addition of 4 crossing panels to accommodate the increased pavement width. The relocation of the existing crossing arms and addition of two new crossing arms to cover the two lanes in each direction.
- The plans for the Alsbury project were sent to BNSF review and design of the necessary crossing modifications and permitting.
- In addition, a permit is required for the installation of a 16" water line under the railroad. The Alsbury plans were also sent to the utility permitting section of BNSF.
- Railroad crossing markings are included in Alsbury construction contract.

Plan for BNSF crossing modifications



Plan for water line bore at BNSF crossing



Summary of BNSF costs

- Crossing modification \$231,177.00
- Signal modifications \$314,733.00
- Water line bore permit \$ 4,966.00

Total \$550,876.00

Funding

- \$545,880.00 Street Bond Fund
- \$4,966.00 Water/Sewer Construction Fund

Oncor Agreement

Oncor Agreement

- Remove overhead electric power lines
- Bury 3500' of PVC Conduit
- Install 3500' of 3 phase electric

- Total Cost – \$547,411

- Funding: \$547,411 Street Bond Fund

Funding Background

- Certificate of Obligation – Issued August 2024
 - \$1,165,055 – Street Bonds
- Reimbursement Resolution – November 2024
 - \$3,500,000 – Street Bonds
- Certificate of Obligation – Prior Issuance
 - \$304,966 – Water Bonds

- Total Available Funding - \$4,970,021

Project Timeline



Recommended Council Action

Approve a bid award to Jackson Construction, Ltd. for the SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) project in the amount of \$2,672,529.00 with a project contingency of \$267,253.00.

Recommended Council Action

Approve of a BNSF agreement for modification to Alsbury crossing, bore permit and payment of fees totaling \$550,876.00

Recommended Council Action

Approve of an Oncor agreement for undergrounding of electrical infrastructure totaling \$547,411.

Questions / Discussion

Eric Oscarson, Deputy City Manager

eoscarson@burlesontx.com

817-426-9837

THE CITY OF
BURLESON
TEXAS

CONTRACT DOCUMENTS

FOR

SW ALSBURY BOULEVARD WIDENING
FROM CR 920 TO CANDLER STREET (PHASE 1B)

CITY PROJECT NO. ST2302

Burleson, Texas

AUGUST 2024

Prepared For

THE CITY OF BURLESON



Prepared By

FREESE AND NICHOLS, INC.

Texas Registered Engineering Firm F-2144
801 Cherry Street # 2800, Fort Worth, TX 76102
(817) 735-7300

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SECTION B

INVITATION TO BID

SECTION B

INVITATION TO BID

CITY OF BURLESON

**ITB 2024-026 SW ALSBURY BOULEVARD WIDENING FROM CR 920 TO CANDLER STREET
(PHASE IB) CITY PROJECT NO. ST2302**

Notice is hereby given that the City of Burleson is seeking proposals for (SW ALSBURY BOULEVARD WIDENING FROM CR 920 TO CANDLER STREET (PHASE 1B)). The deadline for submission is October 3, 2024, at 3:00 PM CST. The bid opening will be virtual at 3:30 PM. A link for the bid opening will be provided via Bonfire.

The project includes approximately 8,640 square yards of 8-inch thick reinforced concrete pavement, 700 linear feet of 24-inch diameter reinforced concrete storm drain pipe, 12 recessed curb inlets (various lengths – 10 feet, 15 feet, and 20 feet), pavement markings and signage, and 203 linear feet of 16-inch diameter C-900 DR-18 PVC water line with 135 linear feet by bore under the existing BNSF Railway.

Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at the City's e-procurement system, Bonfire <https://burlesontx.bonfirehub.com/login> (registration is required) at no cost beginning August 23, 2024.

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid will be issued via addendum. Addenda will be posted in Bonfire. It is the responsibility of the respondent to monitor the Bonfire website for addenda. Proposers shall acknowledge receipt of each addendum by submitting a signed copy with their submission. Oral explanations will not be binding.

POSTED THIS the 23rd day of August 2024, in the Burleson City Hall, 141 West Renfro, Burleson, Texas.

August 23, 2024
August 30, 2024
Fort Worth Star-Telegram

SECTION I

INSTRUCTIONS TO BIDDERS

SECTION I
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 ed.) have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a BIDDER. The Term "Successful BIDDER" means the lowest, qualified, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Proposal, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents stated in the Advertisement or Invitation to Bid may be may be downloaded or viewed free of charge through the following website: <https://burlson.tx.bonfirehub.com/portal/?tab=openOpportunities>.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

3. QUALIFICATIONS OF BIDDER

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

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each BIDDER before submitting a bid to (1) examine the Contract Documents thoroughly, (2) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (3) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (4) study and carefully correlate BIDDER'S observations with the Contract Documents and (5) notify ENGINEER or OWNER of all conflicts, errors or discrepancies in the Contract Documents.

SECTION I - INSTRUCTIONS TO BIDDERS

4.2. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or other, and OWNER does not assume responsibility for the accuracy or completeness thereof.

4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions.

4.4. Before submitting a bid each BIDDER will, at BIDDER'S own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which BIDDER deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5. On request in advance OWNER will provide each BIDDER access to the site to conduct such explorations and tests, as each BIDDER deems necessary for submission of a bid. BIDDER shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.6. The lands upon which the work is to be performed, right-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER.

4.7. The submission of a bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of Item 4, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

SECTION I - INSTRUCTIONS TO BIDDERS

- 4.8.** Reference is made to the Supplementary Conditions for identification of:
- a). Those reports or explorations and tests of subsurface conditions at the site which have been utilized by OWNER in preparation of the Contract Documents. BIDDER may rely upon the accuracy of the technical data contained in such reports, except as qualified in the report, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction. CONTRACTOR is alerted to the fact that certain subsurface conditions may change (such as groundwater levels) and that borings provide isolated information at the specific bore location only.
 - b). Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground facilities) which are at or contiguous to the site which have been utilized by OWNER in preparation of the Contract Documents. BIDDER may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by OWNER to any BIDDER on request. Those reports and drawings are not part of the contract documents, but the technical data contained therein upon which BIDDER is entitled to rely as provided in Paragraphs a). and b). are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to OWNER or ENGINEER. Interpretations or clarifications considered necessary by OWNER or ENGINEER in response to such questions will be issued by Addenda and mailed or delivered to all parties recorded by ENGINEER as having received the bidding Documents. Questions received less than 48 hours prior to the time for opening Bids may not be answered. Any addenda issued prior to the opening of bids will be electronically transmitted by facsimile or electronic mail to each CONTRACTOR contemplating the submission of a proposal on this work. The CONTRACTOR will be notified by phone of the issuance of the addenda. The proposal as submitted by the CONTRACTOR will be so constructed as to include any addenda if such are issued by the OWNER prior to twenty-four (24) hours of the opening of bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

SECTION I - INSTRUCTIONS TO BIDDERS

6. BID SECURITY

6.1 Each bid must be accompanied by bid security made payable to OWNER in an amount of five percent of the BIDDER'S maximum Bid Price and in the form of a certified bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2 The Bid security of the Successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within twenty one (21) calendar days after the Notice of Award, OWNER may annul the Notice of Award and the bid security of that BIDDER will be forfeited. The bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the fifth (5) working day after the effective Date of the Agreement or the forty-fifth (45) working day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive can be returned at the Bid opening upon BIDDER'S request.

7. CONTRACT TIME

7.1. The number of calendar days within which the work is to be completed and ready for final payment (the Contract Time) are set forth in the Proposal and Agreement.

7.2. The CONTRACTOR should be aware that the Contract time includes all time the CONTRACTOR is on the site. This time is in calendar days and begins on the date stipulated on the Notice to Proceed. The time on the Contract will continue to run until the project is completed and approved by the City.

8. LIQUIDATED DAMAGES & EARLY COMPLETION INCENTIVE

Provisions for liquidated damages and early completion incentives, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to the ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement unless the ENGINEER, at his option, elects to issue an Addenda naming a substitute or "or-equal" item prior to receipt of bids. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 6.05.A, 6.05.B, 6.05.C, 6.05.D, 6.05.E and 6.05.F of the General Conditions and may be supplemented in the General Requirements.

SECTION I - INSTRUCTIONS TO BIDDERS

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principle items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful BIDDER, and any other bidder so requested, shall within fourteen (14) calendar days after the bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute, in which case the apparent Successful BIDDER shall submit an acceptable substitute, that BIDDER'S Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

If apparent Successful BIDDER declines to make any such substitutions, OWNER may award the contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any BIDDER. Any subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06.B of the General Conditions.

10.2. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

11. PROPOSAL

11.1. The proposal is included in the Bidding Documents and additional copies may be obtained from OWNER or ENGINEER. All bids must be submitted on the ENGINEER'S form.

11.2. All bids shall be submitted electronically (through Bonfire website) using the provided spreadsheet. All backup documentation, including bid bond and CIQ, shall also be submitted electronically. Physical hard copies shall be submitted post bid.

11.2. The Bidder shall fill in all blanks on the Proposal spreadsheet form included in these bid documents. When submitting the physical hard copies post bid, all blanks on the Proposal shall be completed in printed handwritten ink or by typewriter.

SECTION I - INSTRUCTIONS TO BIDDERS

a. Bidder may use the original Proposal forms included in these bid documents or the Bidder may substitute a computer-generated proposal for the original proposal included in these bid documents. The substitute submittal shall be word-for-word as written in the original proposal contained herein. The Bidder shall also sign the Substitute Proposal.

b. If the Substitute Proposal changes the intent of a bid item or contains an error in the quantities, unit prices, or extension of prices, the OWNER may reject the bid submitted. Substitute Proposals must be Included in the same envelope as the remainder of the bid documents. The original proposal shall be clearly marked that a Substitute Proposal is obtained in the bid package submitted.

c. The Bid price of each item on the form shall be stated in words and numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit indicated multiplied by the state quantity shall govern.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal).

11.7. The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

Bids must be submitted at the time and place indicated in the Advertisement or Invitation to Bid and accompanied by the bid security and other required documents (including CIQ Form). The mere fact that a Proposal was dispatched will not be considered.

13. MODIFICATION AND WITHDRAWAL OF BIDS

SECTION I - INSTRUCTIONS TO BIDDERS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for sixty-three (63) calendar days after the day of the Bids opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1 OWNER reserves the right to reject any and all Bids, to waive any and all formalities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the unit price in words and the unit price in figures will be resolved in favor of the price in words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct Sum.

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

16.3. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of bidders, proposed Subcontractors, Suppliers, and other persons and

SECTION I - INSTRUCTIONS TO BIDDERS

organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

16.5. If the contract is to be awarded, OWNER will give the Successful BIDDER a Notice of Award within sixty-three (63) calendar days after the day of the Bid opening.

17. CONTRACT SECURITY

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to maintenance, performance and payment Bonds. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required maintenance, performance and payment Bonds.

18. TRENCH SAFETY

The successful Bidder will be required to provide a trench safety plan at the time contracts are signed and within the twenty-one (21) calendar day time period after Notice of Award. All cost for providing and implementing the trench safety plan shall be included in the bid item for trench safety.

19. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within twenty-one (21) calendar days, thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fourteen (14) calendar days, thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

20. RETAINAGE

Provisions concerning retainage are set forth in the Agreement.

21. SALES AND USE TAXES

OWNER is exempt from Local and State Sales and Use Taxes on materials to be incorporated in the Work. Said taxes shall not be included in the Contract Price. However, CONTRACTOR must pay sales taxes on equipment rental, form materials, etc. not incorporated into the furnished project. Refer to Supplementary Conditions SC-6.10 for additional information.

SECTION I - INSTRUCTIONS TO BIDDERS

22. WAGES

Wage rates paid on this project must not be less than indicated on the Wage Rate Schedule included in these documents which is established by the City of Burleson in compliance with statutory requirements and prevailing wages in the locality of the project.

SECTION C

CONFLICT OF INTEREST QUESTIONNAIRE

(Completed questionnaire must be submitted with Proposal)

NOTICE TO ALL CITY VENDORS AND POTENTIAL VENDORS

Chapter 176 of the Texas Local Government Code

Chapter 176 of the Texas Local Government Code (“LGC”) requires any vendor that contracts with or is seeking to contract with a local governmental entity to file a Conflict of Interest Questionnaire (FORM CIQ) if the vendor either:

- (1) has an employment or other business relationship with an officer or a family member of an officer of the local governmental entity; or
- (2) has given an officer or a family member of an officer of the local governmental entity a gift or gifts with an aggregate value exceeding the maximum value permitted by Section 176.003(a)(2)(B) of the LGC not including gifts that are excluded under Section 176.003(a-1) of the LGC.

The FORM CIQ was created by the Texas Ethics Commission and is available online at www.ethics.state.tx.us.

When must the FORM CIQ be filed?

A vendor must file the FORM CIQ with the city no later than the seventh business day after the later of:

- (1) the date the vendor begins discussions with the local governmental entity to enter into a contract or the date the vendor submits an application or response to a request for proposals or bids; or
- (2) the date the vendor becomes aware that the vendor meets the requirements of Section 176.006 of the LGC.

Where must the FORM CIQ be filed?

City of Burleson
Attn: Purchasing Manager
141 W Renfro Street
Burleson, Texas 76028

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Jackson Construction, Ltd.
5112 Sun Valley Drive
Fort Worth, TX 76119

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Burleson
141 W Renfro Street
Burleson, TX 76028

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

SW Alsbury Boulevard Widening - From CR 920 to Candler Street (Phase 1B)
CPN: ST2302

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of October, 2024

Jackson Construction, Ltd.

(Principal)

(Seal)

By:

(Title)

President

The Hanover Insurance Company

(Surety)

(Seal)

By:

(Title) Holly Clevenger

Attorney-in-Fact



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Holly Clevenger

Of Dallas, TX individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein: and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond
Principal: Jackson Construction, Ltd.
Obligee: City of Burlington

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of April, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki
James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Jose Ben M. Mendoza
Jose Ben M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 6th day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

Wendy Latoumes
Notary Public, State of Connecticut
My Commission Expires July 31, 2025

Wendy Latoumes
Wendy Latoumes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3rd day of October 2024.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America
John Rowedder
John Rowedder, Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pañia primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

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

HOUSE BILL 89 VERIFICATION

I, Troy L. Jackson, the undersigned representative of
(Individual's Name)
Jackson Construction, Ltd.
(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.01, Texas Government Code:

- 1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*



SIGNATURE OF COMPANY REPRESENTATIVE

Troy L. Jackson

PRINTED NAME OF COMPANY REPRESENTATIVE

10/03/2024

DATE

SECTION P
PROPOSAL
FOR
SW ALSBURY BOULEVARD WIDENING – FROM CR 920 TO CANDLER STREET
(PHASE 1B)

CITY PROJECT NO.ST2302

Date: 10/02/2024

To: Purchasing Manager
City of Burleson
141 W Renfro Street
Burleson, TX 76028

Gentlemen:

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

- 2.** BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty-three (63) calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the bidding requirements within twenty-one (21) calendar days after the date of OWNER's Notice of Award.

SECTION P - PROPOSAL

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

3.1 BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
<u>09/19/2024</u>	<u>#1</u>
_____	_____
_____	_____

3.2 BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

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

4. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or other corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

5. BIDDER will complete the Work for the prices indicated in the following schedule:

SECTION P - PROPOSAL

ITEM NO.	QTY	UNIT	DESCRIPTION & PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
SECTION A - GENERAL IMPROVEMENTS					
A-1	1	LS	Mobilization and Demobilization (Maximum 5% of Total Bid), complete in place for the sum of One Hundred Twenty Thousand Dollars and No Cents	\$120,000.00	\$120,000.00
A-2	1	LS	Right-of-Way Preparation, complete in place for the sum of Sixty Thousand Dollars and No Cents	\$60,000.00	\$60,000.00
A-3	10	MO	Barricades, Signs and Traffic Handling, complete in place for the sum of Five Thousand Dollars and No Cents	\$5,000.00	\$50,000.00
A-4	1	LS	SWPPP Plan and Implementation, complete in place for the sum of Twenty Thousand Dollars and No Cents	\$20,000.00	\$20,000.00
A-5	80	LF	Remove Existing Drainage Culverts, Including Headwalls (Various Sizes), complete in place for the sum of Thirty Two Dollars and No Cents	\$32.00	\$2,560.00
A-6	8	EA	Remove Existing Drop Inlet, complete in place for the sum of Seven Hundred Dollars and No Cents	\$700.00	\$5,600.00
A-7	372	SY	Remove Existing Concrete Pavement, complete in place for the sum of Sixty Dollars and No Cents	\$60.00	\$22,320.00
A-8	190	SY	Remove Existing Concrete Sidewalk, complete in place for the sum of Fifty Two Dollars and No Cents	\$52.00	\$9,880.00
A-9	1	EA	Remove Existing Concrete Sidewalk Bridge, complete in place for the sum of Four Thousand Seven Hundred Dollars and No Cents	\$4,700.00	\$4,700.00
A-10	116	LF	Remove Concrete Header and Asphalt Joint at Railroad, complete in place for the sum of Forty One Dollars and No Cents	\$41.00	\$4,756.00
A-11	303	LF	Remove Existing Concrete Curb and Gutter, complete in place for the sum of Fifteen Dollars and No Cents	\$15.00	\$4,545.00
A-12	1	LS	Remove Existing PVC Underdrain and Cleanout at Bioretention Basin, complete in place for the sum of Ten Thousand Dollars and No Cents	\$10,000.00	\$10,000.00
A-13	2320	CY	Unclassified Excavation (Roadway), complete in place for the sum of Twenty One Dollars and No Cents	\$21.00	\$48,720.00
A-14	2550	CY	Borrow, complete in place for the sum of Thirty Seven Dollars and No Cents	\$37.00	\$94,350.00
A-15	13000	SY	Solid Block Sodding (Bermuda), Including Fertilizer and Water, complete in place for the sum of Six Dollars and No Cents	\$6.00	\$78,000.00
A-16	6500	SY	Hydromulch Seeding, Including Fertilizer and Water, complete in place for the sum of One Dollar and No Cents	\$1.00	\$6,500.00
A-17	19500	SY	4" Topsoil, complete in place for the sum of Three Dollars and No Cents	\$3.00	\$58,500.00
A-18	1	LS	Railroad Requirements (Flagman and Training), complete in place for the sum of Fifty Thousand Dollars and No Cents	\$50,000.00	\$50,000.00

ITEM NO.	QTY	UNIT	DESCRIPTION & PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
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SUBTOTAL - SECTION A - GENERAL IMPROVEMENTS

Six Hundred Fifty Thousand Four Hundred Thirty One **\$650,431.00**

SECTION B - ROADWAY IMPROVEMENTS

B-1	9640	SY	8" Lime Stabilized Subgrade, complete in place for the sum of Seven Dollars and No Cents	\$7.00	\$67,480.00
B-2	203	TON	Hydrated Lime (42 LBS/SY), complete in place for the sum of Four Hundred Thirty Dollars and No Cents	\$430.00	\$87,290.00
B-3	8640	SY	8" Reinforced Concrete Pavement, complete in place for the sum of Eighty Four Dollars and No Cents	\$84.00	\$725,760.00
B-4	5960	LF	7" Monolithic Concrete Curb, complete in place for the sum of Four Dollars and No Cents	\$4.00	\$23,840.00
B-5	35	LF	7" Concrete Curb and Gutter, complete in place for the sum of One Hundred Dollars and No Cents	\$100.00	\$3,500.00
B-6	4	EA	Concrete Curb Opening, complete in place for the sum of Six Hundred Dollars and No Cents	\$600.00	\$2,400.00
B-7	35	SY	6" Concrete Driveway, complete in place for the sum of One Hundred Sixty Five Dollars and No Cents	\$165.00	\$5,775.00
B-8	115	SY	6" Flexible Base Driveway, complete in place for the sum of Forty Dollars and No Cents	\$40.00	\$4,600.00
B-9	4000	SY	5" Concrete Sidewalk, complete in place for the sum of Seventy Eight Dollars and No Cents	\$78.00	\$312,000.00
B-10	70	LF	Curb at Back of Sidewalk, complete in place for the sum of Thirty Four Dollars and No Cents	\$34.00	\$2,380.00
B-11	2	EA	Concrete Sidewalk Bridge, complete in place for the sum of Six Thousand Dollars and No Cents	\$6,000.00	\$12,000.00
B-12	10	EA	ADA Curb Ramp, complete in place for the sum of Three Thousand Dollars and No Cents	\$3,000.00	\$30,000.00
B-13	138	LF	Concrete Header at Railroad Crossing, complete in place for the sum of One Hundred Twenty Four Dollars and No Cents	\$124.00	\$17,112.00
B-14	178	LF	Asphalt Joint at Railroad Crossing, complete in place for the sum of One Hundred Ten Dollars and No Cents	\$110.00	\$19,580.00
SUBTOTAL - SECTION B - ROADWAY IMPROVEMENTS					
One Million Three Hundred Thirteen Thousand Seven					\$1,313,717.00

SECTION C - DRAINAGE IMPROVEMENTS

C-1	700	LF	24" Reinforced Concrete Pipe (Class III), complete in place for the sum of One Hundred Forty Eight Dollars and No Cents	\$148.00	\$103,600.00
C-2	4	EA	10' Recessed Curb Inlet, complete in place for the sum of Ten Thousand Dollars and No Cents	\$10,000.00	\$40,000.00

ITEM NO.	QTY	UNIT	DESCRIPTION & PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
C-3	6	EA	15' Recessed Curb Inlet, complete in place for the sum of Fourteen Thousand Dollars and No Cents	\$14,000.00	\$84,000.00
C-4	2	EA	20' Recessed Curb Inlet, complete in place for the sum of Eighteen Thousand Dollars and No Cents	\$18,000.00	\$36,000.00
C-5	1	EA	4'x4' Storm Drain Manhole, complete in place for the sum of Eight Thousand Dollars and No Cents	\$8,000.00	\$8,000.00
C-6	2	EA	Adjust Existing Storm Drain Manhole to Proposed Grade, complete in place for the Four Thousand Dollars and No Cents	\$4,000.00	\$8,000.00
C-7	22	SY	4" Concrete Riprap, complete in place for the sum of One Hundred Forty Five Dollars and No Cents	\$145.00	\$3,190.00
C-8	700	LF	Trench Excavation Protection, complete in place for the sum of Two Dollars and No Cents	\$2.00	\$1,400.00
SUBTOTAL - SECTION C - DRAINAGE IMPROVEMENTS					
Two Hundred Eighty Four Thousand One Hundred Ninety					\$284,190.00

SECTION D - SIGNING AND PAVEMENT MARKING IMPROVEMENTS

D-1	2	EA	Remove and Relocate Existing Small Sign Assembly, complete in place for the sum of Seven Hundred Fifty Five Dollars and No Cents	\$755.00	\$1,510.00
D-2	3	EA	Remove Sign Assembly, complete in place for the sum of One Hundred Fifty Dollars and No Cents	\$150.00	\$450.00
D-3	8	EA	Small Sign Assembly, complete in place for the sum of Eight Hundred Ninety Five Dollars and No Cents	\$895.00	\$7,160.00
D-4	575	LF	REFL PAV MRK TY I AND TY II (W) 6" (SLD)(100MIL), complete in place for the One Dollar and Forty Cents	\$1.40	\$805.00
D-5	1500	LF	REFL PAV MRK TY I AND TY II (W) 6" (BRK)(100MIL), complete in place for the sum of One Dollar and Forty Cents	\$1.40	\$2,100.00
D-6	855	LF	REFL PAV MRK TY I AND TY II (W) 8" (SLD)(100MIL), complete in place for the Two Dollars and No Cents	\$2.00	\$1,710.00
D-7	66	LF	REFL PAV MRK TY I AND TY II (W) 12" (SLD)(100MIL), complete in place for the Five Dollars and No Cents	\$5.00	\$330.00
D-8	46	EA	REFL PAV MRK TY I AND TY II (W) 18" (YLD TRI)(100MIL), complete in place for Thirty Five Dollars and No Cents	\$35.00	\$1,610.00
D-9	780	LF	REFL PAV MRK TY I AND TY II (W) 24" (SLD)(100MIL), complete in place for the Ten Dollars and No Cents	\$10.00	\$7,800.00
D-10	9	EA	REFL PAV MRK TY I AND TY II (W) (WORD)(100MIL), complete in place for One Hundred Ninety Five Dollars and No Cents	\$195.00	\$1,755.00
D-11	7	EA	REFL PAV MRK TY I AND TY II (W) (ARROW)(100MIL), complete in place for One Hundred Ninety Dollars and No Cents	\$190.00	\$1,330.00
D-12	7	EA	REFL PAV MRK TY I AND TY II (W) (DBL ARROW)(100MIL), complete in place for		

ITEM NO.	QTY	UNIT	DESCRIPTION & PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
D-13	4	EA	Three Hundred Fifty Dollars and No Cents REFL PAV MRK TY I AND TY II (W) (RAILROAD)(100MIL), complete in place	\$350.00	\$2,450.00
D-14	160	EA	Four Hundred Fifty Dollars and No Cents REFL PAV MRKR TY II-C-R, complete in place for the sum of	\$450.00	\$1,800.00
			Four Dollars and No Cents	\$4.00	\$640.00
SUBTOTAL - SECTION D - SIGNING AND PAVEMENT MARKING IMPROVEMENTS					
Thirty One Thousand Four Hundred Fifty Dollars and No					\$31,450.00

SECTION E - UTILITY IMPROVEMENTS

E-1	68	LF	16" AWWA C-900 DR-18 PVC Water Line, complete in place for the sum of		
E-2	135	LF	Two Hundred Twenty Five Dollars and No Cents 16" AWWA C-900 DR-18 PVC Water Line (As Carrier Pipe Within Steel Casing), complete in place for the sum of	\$225.00	\$15,300.00
E-3	135	LF	Two Hundred Fifty Three Dollars and No Cents 30" Steel Casing Pipe (By Bore), complete in place for the sum of	\$253.00	\$34,155.00
E-4	1	EA	Eight Hundred Ninety Dollars and No Cents Connection to Existing Water Line, complete in place for the sum of	\$890.00	\$120,150.00
E-5	2	EA	Twenty One Thousand Dollars and No Cents 16" Gate Valve, complete in place for the sum of	\$21,000.00	\$21,000.00
E-6	68	LF	Sixteen Thousand Dollars and No Cents Trench Excavation Protection, complete in place for the sum of	\$16,000.00	\$32,000.00
			Two Dollars and No Cents	\$2.00	\$136.00
SUBTOTAL - SECTION E - UTILITY IMPROVEMENTS					
Two Hundred Twenty Two Thousand Seven Hundred Forty					\$222,741.00

SECTION F - LANDSCAPE IMPROVEMENTS

F-1	80	EA	Large Shade Tree - 3" Cal. Container Grown, complete in place for the sum of		
F-2	1	LS	One Thousand Five Hundred Dollars and No Cents Landscape Irrigation, complete in place for the sum of Fifty Thousand Dollars and No Cents	\$1,500.00 \$50,000.00	\$120,000.00 \$50,000.00
SUBTOTAL - SECTION F - LANDSCAPE IMPROVEMENTS					
One Hundred Seventy Thousand Dollars and No Cents					\$170,000.00

SUMMARY

SUBTOTAL - SECTION A - GENERAL IMPROVEMENTS					\$650,431.00
SUBTOTAL - SECTION B - PAVEMENT IMPROVEMENTS					\$1,313,717.00
SUBTOTAL - SECTION C - DRAINAGE IMPROVEMENTS					\$284,190.00
SUBTOTAL - SECTION D - SIGNING AND PAVEMENT MARKING IMPROVEMENTS					\$31,450.00
SUBTOTAL - SECTION E - UTILITY IMPROVEMENTS					\$222,741.00
SUBTOTAL - SECTION F - LANDSCAPE IMPROVEMENTS					\$170,000.00
TOTAL BID					\$2,672,529.00
Two Million Six Hundred Seventy Two Thousand Five Hundred Twenty Nine Dollars and					

6. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform to the Work. BIDDER has read Paragraph 9.08 of the Supplementary Conditions and understands that the quantities shown in the previous schedule and as modified by change order will be the actual quantities paid by the OWNER for the completion of the work.

7. BIDDER agrees that the Work will be completed and ready for final payment within **three hundred (300) calendar days** from the date when the contract time commences to run.

8. BIDDER accepts the provisions of the Special Conditions as to liquidated damages in case of failure to complete the Work on time, and early completion incentives for early completion of the Work.

9. The terms used in this Bid which are defined in the General Conditions of Agreement included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Respectfully submitted,

By 

Title President

Address 5112 Sun Valley Dr.

Fort Worth, Texas 76119

Telephone No. 817-572-3303

Submitted by Jackson Construction, Ltd a corporation

Doing business as _____

Communication concerning this Bid should be directed to the attention of:

Steve Haberstroh (817) 572-3303

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Troy L. Jackson** who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

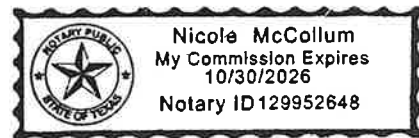
"My name is **Troy L. Jackson**. I am of sound mind and capable of making this affidavit. "I am a **President** for the **Jackson Construction, LTD** which company entered into a contract on the _____ day of _____, 20____, to construct the Summercrest Rehab (BRiCk to Hillside) Project WA2405, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors.

Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

Troy L. Jackson
AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of October 2024

Nicole McCollum
Notary Public In and For the State of Texas



Nicole McCollum
Notary's Printed Name

My Commission Expires: 10/30/24

1870

1871

1872

1873

SECTION NO. 4

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

The State Legislature of the State of Texas at its 1985 Legislative Session passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in N/A (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

Non-resident contractor in N/A (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

Jackson Construction, LTD
Company

By Troy L. Jackson
(Please Print)

5112 Sun Valley Dr
Address


Signature


Fort Worth, TX 76119
City State Zip

President
Title (Please Print)

[Faint, illegible text, possibly bleed-through from the reverse side of the page]

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.


Signature **Troy L. Jackson**
President

Date

ATTEST (if corporation)

Date

Handwritten text, possibly bleed-through from the reverse side of the page. The text is faint and difficult to decipher but appears to contain several lines of writing.

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

- (a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:
- (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
 - (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
 - (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
 - (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
- (1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
 - (2) the public servant ceases to be a public servant.
- (d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
- (e) An offense under this section is a felony of the second degree.

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.
- (f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.
- (g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts or agrees to accept any benefit from any person who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.
- (h) An offense under this section is a Class A misdemeanor.

36.09 OFFERING GIFT TO PUBLIC SERVANT

- (a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

36.10 NON-APPLICABLE

- (a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
 - (2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
 - (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
 - (4) a political contribution as defined by Title 15, Election Code; or
 - (5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.
- (b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
- (c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.
-

CONFLICT OF INTEREST

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Burleson Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

A person or business, and their agents, contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire FORM CIQ. Form CIQ is available online at www.ethics.state.tx.us or electronically at www.tml.org/legal - Ethics Form ECIQ.

Sec. 176.002. APPLICABILITY TO CERTAIN VENDORS AND OTHER PERSONS.

- (a) This chapter applies to a person who:
 - (1) enters or seeks to enter into a contract with a local governmental entity; or
 - (2) is an agent of a person described by Subdivision (1) in the person's business with a local governmental entity.
- (b) A person is not subject to the disclosure requirements of this chapter if the person is
 - (1) a state, a political subdivision of a state, the federal government, or a foreign government; or
 - (2) an employee of an entity described by Subdivision(1), acting in the employee's official capacity.

Sec. 176.006. Disclosure requirements for vendors and other persons; questionnaire.

- (a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the person:
 - (A) begins discussion or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the person becomes aware:

The form must be filed with the City Secretary no later than seven days after the date the person or business contracts with the City. Such persons and businesses, and their agents, must also file an

updated questionnaire not later than September 1 of each year in which the person or business contract begins, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

N/A

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

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

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

N/A

Name of Officer

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

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

Yes No


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

Yes No

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

Yes No

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

4 

Signature of person doing business with the governmental entity
Troy L. Jackson, President

Date

Adopted 06/29/2007

Section 5B
Offeror Acknowledgement

Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree**

Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree**

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Burleson.

Yes, we agree **No, we do not agree**

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Burleson.

Yes, we agree **No, we do not agree**

Section 6A

Anticipated Subcontractor List

Please list subcontractors anticipated to complete work on the project below and their scope of work. This list is not a final vendor list. Substitutions, additions, and modifications will be allowed with written coordination and agreement by Owner.

Vendor Name	Scope of Work
ex. Water Line Contractors, LLC ex. Irrigation Specialties, LLC	ex. Water and sewer utilities ex. Irrigation
Herbert S. Beasley Land Surveying	Surveying
ProTex Environmental, LLC	SWPPP
ProTex Erosion Control, LLC	Erosion Control
4-Horn Traffic & Barricade	Traffic Control & Barricades
C. Green Scaping	Landscaping
Road Master Striping	Pavement Striping
Herrera Brothers	Bores

SECTION A

AGREEMENT

SECTION A
AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 4th day of NOVEMBER in the year 2024 by and between the City of Burleson (hereinafter called OWNER) and JACKSON CONSTRUCTION, LTD (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

**SW ALSBURY BOULEVARD WIDENING – FROM CR 920 TO CANDLER STREET
(PHASE 1B)**

CITY PROJECT NO. ST2302

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

**WIDEN EXISTING TWO-LANE DIVIDED CONCRETE ROADWAY TO A FOUR-LANE
DIVIDED CONCRETE ROADWAY, CONCRETE SHARED USE PATHS, PIPE STORM
DRAIN SYSTEM, PAVEMENT MARKING, AND SIGNAGE**

Article 2. ENGINEER.

The project has been designed by **FREESE AND NICHOLS, INC.** who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assumes all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work shall be completed and ready for final payment in accordance with paragraphs 15.06 of the General Conditions within **three hundred (300) calendar days** from the date indicated in the Notice to Proceed or when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

SECTION A - AGREEMENT

3.2. **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each calendar day** which exceeds the time specified in paragraph 3.1 when the Work is approved and ready for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work on a Unit Price Work Basis in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of which (TWO MILLION, SIX HUNDRED SEVENTY-TWO, FIVE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$2,672,529.00)).

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, on or about the thirtieth (30th) day of each month during construction. All progress payments will be on the basis of unit prices stated in the proposal and the completed units of work as determined by OWNER minus five percent (5%) retainage to be held by OWNER until final payment but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.

5.2. **Final Payment.** Upon completion and acceptance of the Work in accordance with paragraph 15.06.A of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.B.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

SECTION A - AGREEMENT

Article 7. CONTRACTOR'S REPRESENTATIONS

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

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

7.2. **CONTRACTOR** has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in paragraphs SC-5.03.A of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Document, including specifically the provisions of paragraph 5.02 and 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. **CONTRACTOR** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.05 of the General Conditions.

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

SECTION A - AGREEMENT

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

SECTION A - AGREEMENT

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. Agreement, identified as Section A.
- 8.2. Notice of Award.
- 8.3. CONTRACTOR'S Proposal, identified as Section P.
- 8.4. General Conditions, identified as Section GC.
- 8.5. Supplementary Conditions, identified as Section SC.
- 8.6. General Requirements, identified as Section GR.
- 8.7. Specifications bearing the title "Public Works Construction Standards North Central Texas, Fifth Edition". A set of specifications is not attached to the signed Contract Documents but may be obtained from the North Central Texas Council of Governments. Specification bearing the title "2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges". A set of specifications is not attached to the signed Contract Documents but may be obtained from the Texas Department of Transportation.
- 8.8. Drawings, consisting of a cover sheet bearing the title "SW ALSBURY BOULEVARD – FROM CR 920 TO CANDLER STREET (PHASE 1B)". A set of drawings is not attached to the signed Contract Documents but may be obtained from the Engineer.
- 8.9. Performance and Payment Bonds, identified as Section PB.
- 8.10. Maintenance Bond, identified as Section MB.

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

SECTION A - AGREEMENT

Article 9. MISCELLANEOUS

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

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

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

SECTION A - AGREEMENT

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed five copies of this Agreement. Three counterparts have been delivered to OWNER and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the _____ day of _____, 2024.

OWNER

CONTRACTOR **Jackson Construction, LTD**

CITY OF BURLESON

By _____
City Manager

By 
Troy L. Jackson President

Attest _____
Purchasing Manager

Attest 

Address for giving notices:

141 W Renfro Street
Burleson, Texas 76028

Address for giving notices:

5112 Sun Valley Dr.
Fort Worth, TX 76119

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

List name of person to whose attention notices are to be sent:

(If CONTRACTOR is a corporation attach evidence of authority to sign.)

Approved as to Form Only/Not Content

City Attorney Date

1. The first part of the text is a

description of the author's

early experiences with

the subject of the book.

PERFORMANCE BOND

BOND NO. 1112576

STATE OF TEXAS §
COUNTY OF Johnson §

KNOW ALL MEN BY THESE PRESENTS:

That Jackson Construction, Ltd. of the City of Fort Worth, County of Tarrant, State of Texas, (hereinafter referred to as "Principal"), and The Hanover Insurance Company (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Burleson (hereinafter referred to as "Owner") in the penal sum of \$2,672,529.00 Two Million Six Hundred Seventy Two Thousand Five Hundred Twenty Nine & 00/100 for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 4th day of October, 2024, to construct SW ALSBURY BOULEVARD WIDENING – FROM CR 920 TO CANDLER STREET (PHASE 1B) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, Public Work Performance and Payment Bonds, as amended, and Chapter 53.201 of the Texas Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

THE SCIENCE OF THE MIND

The science of the mind is a vast and complex field that explores the intricate workings of the human brain and the processes of thought, perception, and behavior. It is a discipline that has evolved significantly over the years, drawing on insights from various scientific domains to build a comprehensive understanding of the mind.

At the core of the science of the mind is the study of the brain, the organ that serves as the seat of consciousness and the source of all our thoughts and actions. Through the use of advanced imaging techniques such as functional magnetic resonance imaging (fMRI) and positron emission tomography (PET), researchers have been able to map the brain's activity and identify the neural pathways that underlie different cognitive functions. This has led to a deeper understanding of how the brain processes information and how it is affected by various factors, including genetics, environment, and experience.

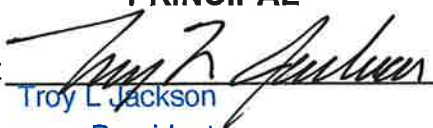
Another key area of research in the science of the mind is the study of perception, the process by which we interpret the information that enters our senses. Perception is a complex process that involves the integration of sensory input with our existing knowledge and expectations. Researchers have explored how the brain filters and processes sensory information, and how this process can be influenced by various factors, such as attention and context. This research has important implications for understanding how we interact with the world around us and how we make decisions based on the information we receive.

The science of the mind also encompasses the study of thought and cognition, the processes by which we acquire, store, and use information. This includes the study of memory, learning, and problem-solving. Researchers have explored how the brain stores information and how it retrieves it, and how these processes are affected by various factors, such as stress and sleep. This research has led to a better understanding of how we learn and how we solve problems, and has important implications for education and training.

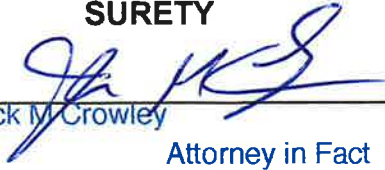
Finally, the science of the mind also includes the study of behavior, the actions and responses that we exhibit in different situations. This includes the study of how the brain influences our behavior and how our behavior is influenced by the environment. Researchers have explored the neural basis of various behaviors, such as aggression and social interaction, and how these behaviors are shaped by our experiences and the social context in which we live. This research has important implications for understanding human behavior and for developing interventions to address behavioral problems.

IN WITNESS WHEREOF, the said Principal and surety have signed and sealed this instrument on this the 10th of October, 2024.

Jackson Construction, Ltd.

PRINCIPAL
By: 
Troy L. Jackson
Title: President
Address: 5112 Sun Valley Drive
Fort Worth, TX 76119

The Hanover Insurance Company

SURETY
By: 
Jack M. Crowley
Title: Attorney in Fact
Address: 440 Lincoln Street
Worcester, MA 01615

The name and address of the Resident Agent of Surety is:
Jack Crowley / Willis Towers Watson
500 N Akard Street, #4300, Dallas, TX 75201

PAYMENT BOND

BOND NO. 1112576

STATE OF TEXAS §
COUNTY OF Johnson §

KNOW ALL MEN BY THESE PRESENTS:

That Jackson Construction, Ltd. of the City of Fort Worth, County of Tarrant, State of Texas, (hereinafter referred to as "Principal"), and The Hanover Insurance Company (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Burleson (hereinafter referred to as "Owner") in the penal sum of \$2,672,529.00 Two Million Six Hundred Seventy Two Thousand Five Hundred Twenty Nine & 00/100 for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 4th day of October, 2024, to construct SW ALSBURY BOULEVARD WIDENING – FROM CR 920 TO CANDLER STREET (PHASE 1B) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract and for the use of each claimant, and that conversely should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, Public Work Performance and Payment Bonds, as amended, and Chapter 53.201 of the Texas Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed

thereunder, or the plans, specifications, or drawings accompanying the same, shall in any affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety have signed and sealed this instrument on this the 10th of October, 2024.

Jackson Construction, Ltd.

The Hanover Insurance Company

PRINCIPAL

SURETY

By: 
Troy L. Jackson

By: 
Jack M. Crowley

Title: President

Title: Attorney in Fact

Address: 5112 Sun Valley Drive

Address: 440 Lincoln Street

Fort Worth, TX 76119

Worcester, MA 01615

The name and address of the Resident Agent of Surety is:

Jack Crowley / Willis Towers Watson

500 N Akard Street, #4300, Dallas, TX 75201

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the specific procedures and protocols that must be followed to ensure that all records are properly maintained and updated. This includes regular audits and reviews to verify the accuracy of the data.

3. The third part of the document provides a detailed overview of the various systems and tools used to manage and store the organization's records. It describes how these systems are integrated and how they facilitate the efficient handling of information.

4. The fourth part of the document discusses the role of staff members in maintaining the records and ensuring that they are kept up-to-date. It highlights the need for ongoing training and support to ensure that all staff are familiar with the procedures and protocols.

5. The fifth part of the document provides a summary of the key findings and recommendations from the review. It identifies areas where improvements can be made and provides specific suggestions for how these can be implemented.

6. The final part of the document concludes with a statement of appreciation for the cooperation and assistance provided by all staff members throughout the review process.

MAINTENANCE BOND

BOND NO. 1112576

STATE OF TEXAS §
COUNTY OF Johnson §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jackson Construction, Ltd., hereinafter called CONTRACTOR, as principal, and The Hanover Insurance Company, a corporation organized under the laws of the State of Texas, as surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Burleson, a municipal Corporation, chartered by virtue of the Constitution and Laws of the State of Texas, at Burleson, in Johnson County, Texas, the sum of \$2,672,529.00
Two Million Six Hundred Seventy Two Thousand Five Hundred Twenty Nine & 00/100

lawful money of the United States, for the payment of which sum well and truly to be made unto said City of Burleson and its successors, said CONTRACTOR and surety do hereby bind themselves, their heirs, executors, administrators, assigns and successors, jointly and severally.

This obligation is conditioned, however; that,

WHEREAS, said CONTRACTOR has this day entered into a written Contract with the City of Burleson, Texas, the OWNER, dated the 4th day of October, 2024, a copy of which is attached hereto and made a part hereof, SW ALSBURY BOULEVARD WIDENING – FROM CR 920 TO CANDLER STREET (PHASE 1B), which this contract is hereby referred to and made a part hereof as fully and to the same extent as if copied verbatim herein, such project and construction in the City of Burleson, together with the necessary grading and excavation, which Contract and Specifications therein mentioned adopted by the City are expressly made a part hereof, as though written herein in full; and,

2. 1990-1995

The period from 1990 to 1995 was characterized by significant economic and social changes. The economy experienced a period of growth, with a focus on infrastructure development and industrial expansion. This was followed by a period of economic downturn and social unrest, leading to a period of political instability and conflict. The government implemented various policies to address these challenges, including economic reforms and social welfare programs. The period also saw significant changes in the social structure, with a growing middle class and a declining working class. The overall impact of these changes was profound, shaping the country's development trajectory for years to come.

WHEREAS, in said Contract, CONTRACTOR binds itself to use such materials and to so construct the work that it will remain in good repair and conditions for and during the period of two (2) years after the date of final acceptance of the work by the City, and,

WHEREAS, said CONTRACTOR binds itself to maintain said work in good repair and condition for said term of two (2) years; and,

WHEREAS, said CONTRACTOR binds itself to repair or reconstruct the work in whole or in part at anytime within said period, if in the opinion of the City ENGINEER in the City of Burleson, it be necessary; and,

WHEREAS, said CONTRACTOR binds itself, upon receiving notice of the need thereof to repair or reconstruct said work as herein provided.

NOW, THEREFORE, if said CONTRACTOR shall keep and perform its said agreement to maintain, repair or reconstruct said work in accordance with all the terms and conditions of said Contract, these presents shall be null and void, and have no force or effect. Otherwise, this Bond shall be and remain in full force and effect, and said City shall have and recover from the said CONTRACTOR and its surety damages in the premises as prescribed by said Contract.

This obligation shall be a continuing one and successive recoveries may be had hereon for successive breaches until the full amount hereof is exhausted.

The first part of the paper discusses the importance of the research and the objectives of the study. It also outlines the methodology used in the study and the results obtained. The second part of the paper discusses the implications of the findings and the conclusions drawn from the study.

The study found that there is a significant relationship between the variables studied. The results indicate that the independent variable has a positive effect on the dependent variable. This finding is consistent with the theoretical framework proposed in the paper.

The study also identified several limitations and areas for future research. It is suggested that further research be conducted to explore the relationship between the variables in different contexts and with larger samples.

In conclusion, the study has provided valuable insights into the relationship between the variables studied. The findings have important implications for practice and theory.

IN WITNESS WHEREOF, Jackson Construction, Ltd. has caused these presents to be executed in five counterparts by its authorized President and said The Hanover Insurance Company has caused these presents to be executed in five counterparts by its Attorney In Fact and attested by its corporate seal, this 10th day of October, 2024.

Jackson Construction, Ltd.

CONTRACTOR

By: 
Troy L. Jackson, President

The Hanover Insurance Company

SURETY

By: 
ATTORNEY IN FACT
Jack M Crowley

WITNESS:


MK Crowley

(SEAL)

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5408 SOUTH DIVISION STREET
CHICAGO, ILLINOIS 60637
TEL: 773-936-3700 FAX: 773-936-3701
WWW.CHEM.UCHICAGO.EDU

1. Name of the compound: *1,2-dichloroethane*
2. Molecular formula: $C_2H_4Cl_2$
3. Structure: 

4. IUPAC name: *1,2-dichloroethane*
5. CAS number: 78-07-2
6. SMILES: ClCCl

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jack M. Crowley, Laurie Pflug, and/or Holly Clevenger

Of Willis Towers Watson Insurance Services West, Inc of Dallas, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 12th day of September, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

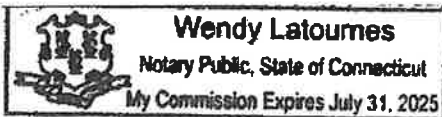
James H. Kawiecki
James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Jocelyn M. Mendoza
Jocelyn M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 12th day of September, 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latoumes
Wendy Latoumes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of October, 2024.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder
John Rowedder, Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01615

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

1-800-608-8141

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

SECTION CI

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY)

10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-720-5563	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Fire Insurance Co of Hartford	NAIC # 20478
	INSURER B : The Continental Insurance Company	35289
	INSURER C : Transportation Insurance Company	20494
	INSURER D : Ascot Insurance Company	23752
	INSURER E : Ironshore Specialty Insurance Co	25445
	INSURER F :	

INSURED
1515267 Jackson Construction, Ltd
5112 Sun Valley Dr
Fort Worth TX 76119

COVERAGES

CERTIFICATE NUMBER: 18951858


REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: 0	Y	Y	7034447781	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	7034434075	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$	Y	Y	7034448610	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7034448204	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equipment	N	N	IMMA2410001847-02	10/1/2024	10/1/2025	Leased/Rented Equipment: \$500,000
E	Pollution Liability			ICELLUW00160591	10/1/2024	10/1/2025	Limits: \$2M Occ./Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Re: SW ALSBURY BOULEVARD WIDENING - FROM CR 920 TO CANDLER STREET (PHASE 1B) CITY PROJECT NO. ST2302;

CERTIFICATE HOLDER**CANCELLATION**

18951858 City of Burleson 141 W. Renfro Street Burleson TX 76028	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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SECTION CS

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

SECTION CS
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: _____
Project Number: _____
Owner: City of Burleson, Texas
Contractor: _____
Engineer: _____

The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this _____ day
of _____ 20_____

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION SC

SUPPLEMENTARY CONDITIONS

SECTION SC

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

NUMERICAL DESIGNATIONS OF THE FOLLOWING SECTIONS CORRELATE TO THE AMENDED SECTIONS OF THE GENERAL CONDITIONS.

1.01 DEFINED TERMS

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2013 ed.) have the meanings assigned to them in the General Conditions unless specifically defined in these Supplementary Conditions.

Working Day – A working day is any calendar day except for the following:

- 1) Saturday or Sunday or any day designated as a holiday by the City of Burleson.
- 2) Any day in which weather or conditions not under control of the CONTRACTOR prevents construction of the work for a period of at least six (6) hours between 8:00 a.m. and 5:00 p.m.

2.05 INITIAL ACCEPTANCE OF SCHEDULES

Delete Paragraph 2.05.A of the General Conditions in its entirety and insert the following in its place:

“The ENGINEER may give final approval to schedules as submitted in accordance with Section 2.03 of the General Conditions or as determined in the Preconstruction Conference without convening a separate conference for that purpose, and will so notify the CONTRACTOR.”

3.01.B INTENT

Add the following language to Paragraph 3.01.B of the General Conditions:

“In the event there are any conflicts between the plans, the specifications or other Contract Documents the priority of interpretation will be as follows: Signed Contract Agreement, bonds, CONTRACTOR’S Proposal, Project Drawings or

SECTION SC - SUPPLEMENTARY CONDITIONS

Plans, Supplementary Conditions, General Conditions, Project Specifications, Referenced Specifications.”

4.01.A COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

Delete Paragraph 4.01.A of the General Conditions in its entirety and insert the following in its place:

“Commencement of Contract Time shall begin on the date indicated in the Notice to Proceed. OWNER may issue a Notice to Proceed at any time suitable to OWNER. The date indicated in the Notice to Proceed will be determined prior to executing the agreement.”

4.03 REFERENCE POINTS

Add Paragraph 4.03.B to the General Conditions to read as follows:

“Project horizontal and vertical control along the line and grade stakes shall be provided once by the OWNER through his Surveyor. The CONTRACTOR shall be responsible for protecting and preserving all stakes thus set, and any additional staking shall be at the CONTRACTOR’S expense. The ENGINEER shall be notified at least 48 hours in advance of the need for construction staking.”

6.01 PERFORMANCE, PAYMENT AND OTHER BONDS

Add the following language at the end of Paragraph 6.01.A of the General Conditions:

“All Bonds shall be in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

Performance and Payments Bonds shall be furnished in favor of the OWNER for one hundred percent (100%) of the Contract Price. A Maintenance Bond shall be furnished in the amount of one hundred percent (100%) of the Contract Price in favor of the OWNER for a period of two (2) years and shall be executed by an approved surety company authorized to do business in the State of Texas.”

6.02 INSURANCE—GENERAL PROVISIONS

Add the following language to the end of Paragraph 6.02.C of the General Conditions:

“CONTRACTOR shall name the City of Burleson as additional insured under CONTRACTOR’S general liability policy. The commercial liability insurance form and policy may be used in lieu of comprehensive general liability form. The limits of liability for the insurance required by the General Conditions shall provide

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coverage for not less than the following amounts or greater where required by laws and regulations.”

6.03 CONTRACTOR'S INSURANCE

Delete Section 6.03 of the General Conditions in its entirety and insert the following in its place:

“A. Contractor shall purchase the following types of insurance with the following limits:

Worker's Compensation:

- | | | |
|-----|---|-----------|
| (1) | State: | Statutory |
| (2) | Applicable Federal (e.g., Longshoremen's) | Statutory |
| (3) | Employer's Liability: | \$100,000 |

Comprehensive General Liability:

- | | | |
|-----|---|------------------|
| (1) | Bodily Injury (including completed operations and products liability): | |
| | \$500,000 | Each Occurrence |
| | \$1,000,000 | Annual Aggregate |
| (2) | Property Damage: | |
| | \$500,000 | Each Occurrence |
| | \$1,000,000 | Annual Aggregate |
| | or a combine single limit of | \$1,000,000 |
| (3) | Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage where applicable. | |
| (4) | Personal Injury, with employment exclusion deleted. | |
| | \$500,000 | Annual Aggregate |

Comprehensive Automobile Liability:

- | | | |
|-----|------------------|-----------------|
| (1) | Bodily Injury: | |
| | \$500,000 | Each Person |
| | \$500,000 | Each Occurrence |
| (2) | Property Damage: | |

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\$250,000
or combined single limit of

Each Occurrence
\$750,000

“Umbrella” Excess Liability:

\$2,000,000 combined limit, bodily injury and property damage.

B. The contractual liability shall provide coverage for not less than the following amounts:

Bodily Injury:

\$500,000

Each Occurrence

Property Damage:

\$250,000

Each Occurrence

\$250,000

Annual Aggregate

6.05 PROPERTY INSURANCE

Add the following language to the end of Paragraph 6.05.A of the General Conditions:

“OWNER will not obtain Insurance. The contractor must provide insurance covering the losses described in the General Conditions for all work in place and materials on hand when such portions of the work are to be included in an application for payment.”

7.09 TAXES

Add the following language at the end of Paragraph 7.09.A of the General Conditions:

“This contract is issued by an organization which qualifies for sales, excise and use tax exemption pursuant to the provisions of V.T.C.A., Tax Code, Section 151.309 Governmental Entities. CONTRACTOR may purchase all materials and equipment to be incorporated into the finished work by issuing to his supplier an exemption certificate in lieu of the sales tax. However, in accordance with the provisions of 1HB 11, CONTRACTOR must pay sales tax on equipment rental, and materials and supplies which are purchased but not incorporated into the finished project.”

7.18 INDEMNIFICATION

Delete Section 7.18 of the General Conditions and insert the following in its place:

SECTION SC - SUPPLEMENTARY CONDITIONS

“CONTRACTOR ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD OWNER, OWNER’S AGENTS, EMPLOYEES, REPRESENTATIVES AND INSURERS HARMLESS FROM, ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, ATTORNEYS’ FEES, LITIGATION EXPENSES, CAUSES OF ACTION, DEMANDS, LOSSES AND/OR DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY INCIDENTAL TO THE PERFORMANCE OF WORK OR SERVICES UNDER THIS CONTRACT BY CONTRACTOR, CONTRACTOR’S EMPLOYEES, AGENTS, REPRESENTATIVES AND INDEPENDENT CONTRACTORS. THIS PROVISION APPLIES WITH FULL FORCE AND EFFECT FOR ANY AND ALL CLAIMS, DEMANDS, ALLEGATIONS OR ACTIONS FOUNDED IN WHOLE OR IN PART FROM THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACTS, OF OWNER, OWNER’S AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS, AS WELL AS CONTRACTOR, CONTRACTOR’S AGENTS, EMPLOYEES, REPRESENTATIVES AND INDEPENDENT CONTRACTORS. THIS INDEMNITY PROVISION IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTIONS, DEMANDS, LOSSES, AND/OR WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CAUSES OR ACTION AND DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, STRICT LIABILITY, STRICT PRODUCTS LIABILITY AND PRODUCTS LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW PUNITIVE AND/OR MULTIPLIED DAMAGES, WORKERS’ COMPENSATION CLAIMS, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, WRONGFUL DISCHARGE, FEDERAL AND STATE CIVIL RIGHTS CLAIMS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-COMSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS, CAUSES OF ACTION OR DEMANDS, WHEREBY ANY LOSS IS SOUGHT AND/OR INCURRED AND/OR PAYABLE BY OWNER, OWNER’S AGENTS, EMPLOYEES, REPRESENTATIVES, AND/OR INSURERS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES TO THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST CONTRACTOR, CONTRACTOR’S AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS. CONTRACTOR HAS READ, FULLY UNDERSTANDS, AND AGREES

SECTION SC - SUPPLEMENTARY CONDITIONS

TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION AND THE INDIVIDUAL SIGNING THIS CONTRACT ON BEHALF OF CONTRACTOR HAS FULL AUTHORITY TO BIND CONTRACTOR TO THIS CONTRACT AND THIS INDEMNITY PROVISION CONTAINED HEREIN. IT IS FURTHER RECOGNIZED AND AGREED THAT, SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/OR UNENFORCEABLE, IT SHALL NOT EFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

CONTRACTOR AGREES TO MAINTAIN AT CONTRACTOR'S SOLE COST AND EXPENSE, INSURANCE OF ANY AND ALL TYPE AND WITH MINIMUM LIMITS AS FOLLOWS, AND FURNISH CERTIFICATES TO OWNER EVIDENCING SUCH INSURANCE WITH INSURERS ACCEPTABLE TO OWNER:

ALL INSURANCE COVERAGES CARRIED BY THE CONTRACTOR'S, WHETHER OR NOT REQUIRED HEREBY, SHALL EXTEND TO AND PROTECT OWNER, OWNER'S AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS, TO THE FULL EXTENT OF SUCH COVERAGES AND CONTRACTOR AGREES TO NAME OWNER AS AN ADDITIONAL INSURED UNDER EACH SUCH INSURANCE COVERAGE. SAID INSURANCE SHALL APPLY TO ANY AND ALL LIABILITY OF THE CONTRACTOR, CONTRACTOR'S AGENTS, REPRESENTATIVES, EMPLOYEES, AND/OR INDEPENDENT CONTRACTORS, ARISING FROM THE INDEMNITY PROVISION IN THIS SECTION.

HOWEVER, LIABILITY OF THE CONTRACTOR, AS PROVIDED IN THIS SECTION SHALL NOT BE LIMITED BY THE INSURANCE COVERAGE REQUIRED OF CONTRACTOR IN THIS PROVISION."

13.03 UNIT PRICE WORK

Add the following Paragraph to Section 13.03 of the General Conditions:

- "F. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment if the total cost of a particular item of Unit Price work amounts to 5% or more of the Contract Price and the variation in the contract price differs by more than 20% from the initial contract prices established on the effective date of the Agreement. CONTRACTOR or OWNER may make a claim for a change in the Contract Price in accordance with Article 11 of the General Conditions if the parties are unable to agree as to the amount of adjustment."

SECTION SC - SUPPLEMENTARY CONDITIONS

15.01 PROGRESS PAYMENTS

Revise the beginning of the first sentence of Paragraph 15.01.B.1 of the General Conditions to read as follows:

“At least thirty (20) working days before each progress payment...”

SECTION GR

GENERAL REQUIREMENTS

SECTION GR

GENERAL REQUIREMENTS

1. ABBREVIATIONS

Whenever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as shown below.

AASHTO	American Association of State Highway and Transportation Officials
Ac.	Acres
ANSI	American National Standards Institute
ASA	American Standards Association
Asph.	Asphalt
ASTM	American Society for Testing and Materials
ATMOS	ATMOS Energy
AT&T	American Telephone & Telegraph Company
Ave.	Avenue
AWS	American Welding Society
AWWA	American Water Works Associations
B/B	Back-of-curb to Back-of-curb
Bldg.	Building
Blvd.	Boulevard
CH	Chord of Curve
CI	Cast Iron
CL	Centerline
CMP	Corrugated Metal Pipe
CO	Cleanout
Conc.	Concrete
Cond.	Conduit
Const.	Construct
Corr.	Corrugated
Cr.	Circle
Ct.	Court
Cu.	Cubic
Culv.	Culvert
CY	Cubic yard
Dia.	Diameter
Dr.	Driveway or Drive
Elev.	Elevation
Esmt.	Easement
Exist. Or EX.	Existing
F	Fahrenheit

SECTION GR - GENERAL REQUIREMENTS

F/F	Face-of-curb to Face-of-curb
FH	Fire Hydrant
FL	Flowline
Ft. or ‘	Foot or Feet
Gal.	Gallon
GV	Gate Valve
Hdwl.	Headwall
HP	Horsepower
Hr.	Hour
ID	Inside Diameter
In. or “	Inch or Inches
L	Length of Curve
Lat.	Lateral
Lb.	Pound
LF	Linear Foot or Feet
Ln	Linear
Ln.	Lane
Max.	Maximum
MH	Manhole
Min.	Minimum
Mono.	Monolithic
NCTCOG	North Central Texas Council of Governments
No.	Number
OD	Outside Diameter
ONCOR	Oncor Electric Delivery
%	Percent
PC	Point of Curvature
PCC	Point of Compound Curvature
PI	Plasticity Index or Point of Intersection
PRC	Point of Reverse Curvature
PSI	Pounds per Square Inch
PT	Point of Tangency
PVC	Polyvinyl Chloride or Point of Vertical Curvature
PVT	Point of Vertical Tangency
R	Radius
RCCP	Reinforced Concrete Cylinder Pipe
RCP	Reinforced Concrete Pipe
Reinf.	Reinforced or Reinforcing
Rem.	Remove
Rep.	Replace
Ret.	Retaining
R/W, R-of-W, or R.O.W.	Right-of-Way
Sani, or San.	Sanitary
Sec.	Second
SD	Storm Drain
SS	Sanitary Sewer

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Sq.	Square
St.	Street or Storm
Sta.	Station
Std.	Standard
SY	Square Yard
T	Tangent Length of Curve
Tr.	Terrace
T.X.D.O.T.	Texas Department of Transportation
UE	Underground Electric Cable
U.C.E.S.	United Cooperative Electric Services
U.P.R.R.	Union Pacific Railroad
UT	Underground Telephone Cable
VC	Vertical Curve
VCP	Vitrified Clay Pipe
Vert.	Vertical
Vol.	Volume
VPI	Vertical Point of Intersection
W.L.	Water Line
Yd.	Yard

2. SUBMITTALS

Within fifteen (15) working days after the CONTRACTOR receives a Notice of Award the CONTRACTOR will submit the following schedules in accordance with Paragraph 2.03 of the General Conditions.

1. An estimated progress schedule showing the estimated starting and completion times, in days, from Notice to Proceed for the major components of the work. Show time for cleanup, testing and inspection on the schedule.
2. If the CONTRACTOR anticipates requesting partial payment for any incomplete lump sum items, submit a schedule showing the values of the various stages of construction for that item. The unit prices in the proposal will serve as the schedule of values used to determine partial payments.
3. Sequence of construction plan details, if they are varying from provided documents.
4. Traffic control plan and details.

3. TESTING

Paving subgrade testing, trench backfill testing and concrete strength testing shall be provided by the OWNER. Pavement coring to verify proper thickness as required by the

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City of Burleson shall be performed by and paid for by the CONTRACTOR. The first test shall be at the OWNER'S expense. Retests due to original test failure shall be at the CONTRACTOR'S expense. All other testing required shall be provided by the CONTRACTOR.

4. UTILITIES

The OWNER will not furnish water for use on this project from the City water system. The CONTRACTOR will be required to use a City water meter and provide a deposit for the meter and pay any costs generated from use. The OWNER will not furnish electric power or any other utility required for performance of the work. CONTRACTOR shall furnish these items and the cost thereof included in the related unit prices for the work.

5. SECURITY

The CONTRACTOR will be responsible for the security of his work and survey staking for his work from the time he is given Notice to Proceed until the OWNER'S final payment and acceptance of the work. Security measures taken by the CONTRACTOR shall not prevent access to the traveling public.

6. DUST CONTROL

It shall be the contractor's continuous responsibility at all times, including nights, holidays, weekends, etc., to maintain the work area relatively free of dust in a manner which will not cause inconvenience to the public. Dust control will be achieved by the application of water by sprinkling in amounts sufficient to control dust.

7. EROSION CONTROL

This item consists of furnishing all labor and materials necessary for the preparation of the Storm Water Pollution Prevention Plan (SWPPP) and installation and maintenance of erosion controls and implementation of the plan. The CONTRACTOR shall be considered the operator with day to day operational control of the construction site and SWPPP per Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000. All work shall conform to City standards, NCTCOG Standard Spec. Item 201, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", and TPDES General Permit No. TXR150000.

The CONTRACTOR will be responsible for preparing a SWPPP for all construction site areas in accordance with TPDES General Permit No. TXR150000 requirements. A statement within the SWPPP will identify the CONTRACTOR as the day-to-day operator responsible for the installation, inspection and maintenance of all erosion and sediment control best management practices (BMPs), devices and controls. An additional statement within the SWPPP will identify the OWNER as the operator with control over construction plans and specifications. The CONTRACTOR shall submit a completed notice of intent (NOI) to the State at least 48 hours prior to any construction activity

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beginning. A construction site notice (CSN), signed in accordance with 30 TAC § 305.44, shall be posted at the site and a copy submitted to the City at least 48 hours prior to any construction activity beginning. The CONTRACTOR will be the operator of the ECP and SWPPP and can revise, update, amend or modify as necessary to remain in compliance with the TPDES permit. This item includes the installation, inspection and maintenance of BMP's, devices and controls as detailed in the latest edition of NCTCOG's Design Manual for Construction, or other necessary controls as may be required to remain in compliance with the TPDES General Permit No. TXR150000.

Measure and Payment for this item shall be made per the lump sum price bid for erosion control and SWPPP implementation for the limits of construction shown in the plans and shall be full payment for all materials, labor, equipment and other incidentals necessary to install and maintain the erosion controls complete and in place and fully comply with the SWPPP and the TPDES General Permit No. TXR150000. The costs of maintenance or any additional erosion controls above and beyond those described in the SWPPP and ECP necessary to maintain compliance with the TPDES permit are subsidiary to this pay item. The CONTRACTOR shall be responsible for conducting inspections of BMPs, devices and controls as prescribed in the SWPPP and in accordance with TPDES General Permit No. TXR150000.

The CONTRACTOR must revise or update the SWPPP whenever: 1) there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge or pollutants and that has not been previously addressed in the SWPPP; or 2) results of inspections or investigations by site operators, CITY, TCEQ personnel, or a federal, state or qualified local agency indicate the SWPPP is proving ineffective in sediment control.

The CONTRACTOR shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the CONTRACTOR shall take immediate measures to prevent further erosion and correct the damages at cost to the CONTRACTOR. The CONTRACTOR shall comply with the requirements of the SWPPP and the final TPDES Construction General Permits Regulations.

The CONTRACTOR shall be responsible for the removal of all temporary BMPs, devices and controls used during the construction process to prevent erosion or sedimentation. All temporary BMPs, devices and controls shall be removed, and any disturbed areas stabilized, prior to a notice of termination (NOT) being submitted to the State for the construction project. A copy of the CONTRACTOR'S NOT shall be submitted to the OWNER 48 hours prior to submittal of the NOT to the State.

8. DRAINAGE

It shall be the CONTRACTOR'S responsibility to maintain adequate temporary surface drainage during construction so as to prevent flooding and nuisance ponding. Where surface drainage channels are disturbed or blocked during construction, they shall be

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restored to their original conditions of grade and cross section after the work of construction is completed.

The CONTRACTOR’S attention is directed to the Code of Federal regulations (CFR) Section 33, Parts 320 through 330 concerning General Regulation Policy of the Corps of Engineers concerning “waters of the United States”. The CONTRACTOR shall avoid releasing excavated or dredged materials, construct coffer dams, or perform the work in a manner which shall violate the applicable CFR regarding 404 Permits such that an additional or separate 404 Permit is required on this project. The cost for any special improvements, or damages assessed by the Corps of Engineers due to the negligent acts of the CONTRACTOR, may be deducted from payments due to the CONTRACTOR by the OWNER.

9. INGRESS AND EGRESS

The CONTRACTOR shall do his utmost to provide ingress and egress to all existing streets and private driveways at all times. Ingress and egress shall be provided, without fail, to adjacent properties when construction is not in progress.

10. TRAFFIC CONTROL

As necessary, the CONTRACTOR shall be responsible for providing traffic control plans and implementation during the construction of this project consistent with the provisions set forth in the latest publication of the “Texas Manual on Uniform Traffic Control Devices for Streets and Highways”, issued under the authority of the “State of Texas Uniform Act Regulating Traffic on Highways”, codified as Article 6701d, Vernon’s Civil Statutes, pertinent sections being Section No.’s 27, 29, 30 and 31.

The CONTRACTOR shall prepare a Traffic Control Plan with details for each segment or stage of construction which requires re-routing or different controls of traffic. The Traffic Control Plan shall be drawn at a scale not less than 1”=200’ unless approved by the City Engineer and such that it is legible and shall include proposed street closings, detours/temporary pavement, barricade placements, and sign placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. The barricades, signs, and pavement markings shall be constructed, placed and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or his/her authorized representative. Two-way traffic shall be maintained on all roadways under construction at all times unless the closure is specifically approved and acknowledged in writing by the City Engineer. If it becomes necessary to detour traffic off the existing paved roadway for more than seven days, a temporary asphalt surface (4” HMAC Type D and 6” Crushed Stone Base) shall be constructed and maintained by the contractor throughout the duration of the detour. The Traffic Control Plan will be prepared and submitted to the City Engineer prior to the pre-construction Conference.

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The CONTRACTOR will remove any regulatory sign, instructional sign, street name sign or other sign which is within limits of construction and replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual and such temporary sign must be installed prior to the removal of the permanent sign. If the temporary sign is not installed correctly or if it does not meet the required specifications, the permanent sign shall be left in place until the temporary sign requirements are met. Permanent signs may be reused during construction provided that the signs meet the above referenced sign requirements. When construction work is completed to the extent that the permanent sign can be reinstalled the CONTRACTOR shall again contact the City of Burleson. City forces shall install new permanent signs and CONTRACTOR shall leave the temporary sign in place until such reinstallation is completed.

11. TRENCH AND SUBSURFACE CONSTRUCTION

The CONTRACTOR'S attention is directed to Federal Laws contained in the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder. The CONTRACTOR is directed to comply with these and all other applicable federal, state and local laws. It is the CONTRACTOR'S responsibility to instruct his workmen in the proper safety standards and monitor his activities to ensure compliance.

Where required, the CONTRACTOR shall provide a trench safety plan which specifically addresses and identifies the trenches to be made on this project and provides the trenching details to provide a safe work place in accordance with state law and OSHA regulations. The trench safety plan shall bear the seal and signature of a registered professional engineer licensed in the state of this project with experience in preparation of trench safety systems. The plan shall include all soils investigation and test data used by the engineer in developing the plan. The CONTRACTOR shall conduct his trenching operations in accordance with this plan. The CONTRACTOR shall be responsible for daily inspection and report documentation of trench conditions and shall provide copies of reports to the ENGINEER as requested. All costs for implementation of the trench safety plan should be included in the bid item for trench safety.

12. INSPECTION

The CONTRACTOR shall notify the City of Burleson 24 hours prior to beginning construction and shall keep their inspectors informed as to the daily schedule for performance of the work. The inspectors will be available to inspect the work on any working day from 8:00 a.m. to 5:00 p.m. The CONTRACTOR will not perform work that requires inspection at any other times unless he has made prior arrangements with the City of Burleson.

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13. TREES AND SHRUBS

The CONTRACTOR shall not remove any trees or shrubs unless such removal is called for in the plans or written authorization is received from the OWNER. Trees shall not be pruned without permission from the OWNER. Any trees or other landscape features shall be restored or replaced at the CONTRACTOR'S expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of one-inch (1") diameter or larger shall be thoroughly treated as soon as possible with a tree wound dressing.

14. FILL REQUIREMENTS

All earth fill should be placed in loose lifts not exceeding twelve inches (12") in uncompacted thickness at a moisture content of optimum or above. Each lift should be compacted to between 95 and 100 percent (95-100%) maximum as determined in the Standard Proctor Compaction Test (ASTM D-698). Each lift should be compacted, tested, and approved by City Inspector before another lift is added. The fill should be placed in layers beginning at the low side in part-width layers and increasing the widths as the fill is raised. The layers should be parallel to the finish grade. Proper drainage must be maintained to prevent ponding water.

15. GRASS WORK

All areas disturbed during construction will be sodded or seeded.

The CONTRACTOR shall maintain seeded areas until the grass has an established minimum height of two inches over 85 percent (85%) of the disturbed area.

17. EXCESS EXCAVATION MATERIALS

Excess excavation materials from the project shall be disposed offsite by the CONTRACTOR. Materials unacceptable as fill material, such as large rocks, trees, asphalt, concrete, drainage facilities and any other construction debris shall be removed from this site and disposed in accordance with City, State and Federal guidelines at an approved location. There will be no separate pay for this work.

18. SUBSIDIARY WORK

Any and all work specifically governed by documentary requirements for the project, such as conditions imposed by the Plans, the General Contract Documents or these Special Documents, in which no specific items for bid has been provided for in the Proposal, shall be considered as a subsidiary item of work, the cost of which shall be included in the price bid in the Proposal, for each bid item.

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19. TECHNICAL SPECIFICATIONS

Materials and Method of Construction for all items to be constructed under this contract shall be in conformance with Division 200 through Division 800 of the Standard Specifications for Public Works Construction (5th Edition), North Central Texas, published by the NCTCOG and 2014 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. The standard specifications are included in the Contract Documents by reference. Copies of these specifications are not supplied to the CONTRACTOR. The CONTRACTOR can obtain copies of the NCTCOG specifications from the North Central Texas Council of Governments, P.O. Box Drawer COG, Arlington, Texas 76005-5888, (817) 640-3300 and copies of the TxDOT specification from

<https://www.txdot.gov/business/resources/txdot-specifications.html>.

20. CLEANUP

During construction the CONTRACTOR shall at all times keep the jobsite free from waste, debris and rubbish and shall maintain a daily routine of cleanup. All trees, stumps, slashings, brush or other debris to be removed from the site shall be disposed of in such a manner approved by the ENGINEER. Onsite burning of trees and/or trash, etc., will not be permitted. Upon completion of the work as a whole and prior to final acceptance the CONTRACTOR shall clean and remove from the site all surplus and discarded materials, temporary structures and all debris. He shall leave the site in a neat and orderly condition.

21. CLARIFICATION OF BID ITEMS

As listed in the Proposal, construction pay items shall be measured and paid for in accordance with the applicable measurement and payment paragraphs of the NCTCOG specifications, unless modified by these Specifications. As a matter of convenience applicable sections of NCTCOG specifications or TxDOT specifications have been referenced for each Pay Item where applicable. However, where applicable, all portions of the NCTCOG Specifications shall govern this project and shall be referenced as required to properly construct each item of work. Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item.

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SECTION A – GENERAL IMPROVEMENTS

BID ITEM NO. A-1: Mobilization and Demobilization (Maximum 5% of Total Bid)

This pay item shall consist of mobilization and demobilization for the construction of the project. The project shall be constructed in phases as shown in the plans. This pay item shall be inclusive of any and all mobilizations and demobilizations associated with the project. Mobilization shall be defined as all necessary equipment, supplies, materials and personnel on the job site ready to begin construction. The cost of all bonds and insurance for the project will also be considered part of this specification. Mobilization will be measured as a lump sum item. Note: The total amount bid for Mobilization & Demobilization shall not exceed five percent (5%) of the total contract amount, exclusive of this pay item (adjusted contract amount).

Measurement and Payment shall be as follows: Ten percent (10%) of the amount bid shall be paid with the first pay estimate. On all subsequent pay estimates, measurement and payment shall be prorated on the basis of the value of the adjusted contract amount completed, plus the initial 10%. Prorated payment shall be as follows: When 1% of the adjusted contract amount has been earned, 50% of lump sum bid for mobilization, less retainage, will be paid. When 5% of the adjusted contract amount has been earned, 75% of the lump sum bid for mobilization, less retainage, will be paid. When 10% of the adjusted contract amount has been earned, 90% of the lump sum bid for mobilization, less retainage, will be paid. Payment for the remaining 10% of the lump sum bid for mobilization, less retainage, will be paid on the next monthly estimate following the 90% payment. Payment shall be total compensation for furnishing all labor, materials, tools, and equipment necessary to complete the work. Work shall be in accordance with TxDOT Item 500.

BID ITEM NO. A-2: Right-of-Way Preparation

This pay item shall consist of the preparation of the right-of-way for construction as required by the plans and specifications. It will include the area between the right-of-way limits, additional areas beyond the right-of-way such as temporary construction, slope, and drainage easements, and any other easements shown on the plans. Work shall be in accordance with TxDOT Item 100 and shall include, but not be limited to: all obstructions above ground or below such as trees, shrubs, stumps, brush, roots, vegetation, logs, trash concrete, asphalt, fences, structures, foundations, lumber, scrap metal, abandoned appliances, sprinkler systems, abandoned utility pipes or conduits and any other items not included as pay items elsewhere in the contract documents, or identified in TxDOT Item 100, but necessary for the preparation of the rights-of-way and/or permanent or temporary easements for construction. Burning of trees will not be allowed as a means for disposing of trees. The maintenance/relocation of street signs, mail boxes shall be considered as part of this item. This item shall also include the protection of any trees, shrubs, fences, structures, signs or other items that are to be preserved and/or relocated as shown on the plans. All trees designated to be preserved shall be protected by fencing to the limits of the canopy and no parking, driving or moving of equipment in this area will be permitted. If pruning of protected trees is required, they shall be trimmed as directed by the Engineer and any cuts of two inches or more in diameter shall be treated as directed by the Engineer. All material and debris removed as described above shall become the property of the Contractor and shall be disposed of at contractor's expense in a manner satisfactory to the Engineer and other items identified in TxDOT Item 100. All items relocated or replaced shall be in a condition equal to or better than the original condition. The Contractor shall videotape and/or photograph the right-of-way prior to construction.

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Payment shall be made on the basis of the price bid per lump sum (LS). Payment shall be total compensation for providing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work. If this pay item exceeds 10% of the total project cost, exclusive of this pay item, then any amount over the 10% will not be paid until the final payment.

BID ITEM NO. A-3: Barricades, Signs and Traffic Handling

The work performed under this item shall be completed in accordance with TxDOT Item 502, "Barricades, Signs and Traffic Handling".

Modification to TxDOT Item 502: The traffic control plan shall be provided by the contractor and developed by a licensed engineer.

The Contractor shall provide barricades and signs as per the Traffic Control Plan and as per guidelines in the "Texas Manual on Uniform Traffic Control Devices", latest Revision.

Removal of existing and temporary pavement and pavement markings shall be subsidiary to this bid item. All existing signs, barricades, etc. removed or disturbed during construction shall be placed back in equal or better shape as directed by the engineer.

Modification to TxDOT Item 502.3 & 502.4: Measurement and payment for this Bid Item shall be made per month (MO) basis for preparation of a detailed traffic control and work phasing plan, implementing the plan, and furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified.

BID ITEM NO. A-4: SWPPP Plan and Implementation

This item consists of furnishing all labor and materials necessary for the installation and maintenance of erosion controls and implementation of the Storm Water Pollution Prevention Plan (SWPPP). The CONTRACTOR shall be considered the operator with day to day operational control of the construction site and SWPPP per Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000. All work shall conform to City standards, TxDOT Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls", and TPDES General Permit No. TXR150000.

The CONTRACTOR will be responsible for preparing a SWPPP for all construction site areas in accordance with TPDES General Permit No. TXR150000 requirements. A statement within the SWPPP will identify the CONTRACTOR as the day-to-day operator responsible for the installation, inspection and maintenance of all erosion and sediment control best management practices (BMPs), devices and controls. An additional statement within the SWPPP will identify the CITY as the operator with control over construction plans and specifications. The CONTRACTOR shall submit a completed notice of intent (NOI) to the State at least 48 hours prior to any construction activity beginning. A construction site notice (CSN), signed in accordance with 30 TAC § 305.44, shall be posted at the site and a copy submitted to the City at least 48 hours prior to any construction activity beginning. The CONTRACTOR will be the operator of the ECP and SWPPP and can revise, update, amend or modify as necessary to remain in compliance with the TPDES permit. This item includes the installation, inspection and maintenance of BMP's, devices and controls as detailed in the latest addition of TxDOT's Hydraulic Design Manual, March 2009, or other necessary controls as may be required to remain in compliance with the TPDES General Permit No. TXR150000.

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Measure and Payment for this item shall be made per the lump sum (LS) price bid for erosion control and SWPPP implementation for the limits of construction shown in the plans and shall be full payment for all materials, labor, equipment and other incidentals necessary to install and maintain the erosion controls complete and in place and fully comply with the SWPPP and the TPDES General Permit No. TXR150000. The costs of maintenance or any additional erosion controls above and beyond those described in the SWPPP and ECP necessary to maintain compliance with the TPDES permit are subsidiary to this pay item. The CONTRACTOR shall be responsible for conducting inspections of BMPs, devices and controls as prescribed in the SWPPP and in accordance with TPDES General Permit No. TXR150000.

The CONTRACTOR must revise or update the SWPPP whenever: 1) there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge or pollutants and that has not been previously addressed in the SWPPP; or 2) results of inspections or investigations by site operators, CITY, TCEQ personnel, or a federal, state or qualified local agency indicate the SWPPP or ECP is proving ineffective in sediment control.

The CONTRACTOR shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the CONTRACTOR shall take immediate measures to prevent further erosion and correct the damages. The CONTRACTOR shall comply with the requirements of the SWPPP and the final TPDES Construction General Permits Regulations.

The CONTRACTOR shall be responsible for the removal of all temporary BMPs, devices and controls used during the construction process to prevent erosion or sedimentation. All temporary BMPs, devices and controls shall be removed, and any disturbed areas stabilized, prior to a notice of termination (NOT) being submitted to the State for the construction project. A copy of the CONTRACTOR'S NOT shall be submitted to the CITY 48 hours prior to submittal of the NOT to the State.

BID ITEM NO. A-5: Remove Existing Drainage Culverts, Including Headwalls (Various Sizes)

This item governs the removal of existing pipe as designated on the plans. All work shall be performed per NCTCOG Item 701.2 "Structural Removal, Excavation, and Backfill".

Measurement and payment shall be made at the unit price bid per linear foot (LF) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal of existing pipes and associated headwalls.

Payment for removal shall also include work associated with the hauling and satisfactory disposal of the pipe and other materials off the site.

BID ITEM NO. A-6: Remove Existing Drop Inlet

This item governs the removal of existing drop inlet as designated on the plans. All work shall be performed per NCTCOG Item 701.2 "Structural Removal, Excavation, and Backfill".

Measurement and payment shall be made at the unit price bid per each (EA) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal.

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Payment for removal shall also include work associated with the hauling and satisfactory disposal of the drop inlets and other materials off the site.

BID ITEM NO. A-7: Remove Existing Concrete Pavement

This item shall include removal of existing concrete pavement as designated on the plans.

Measurement and payment shall be made at the unit price bid per square yard (SY) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal.

Removal shall be made to an existing joint or to a saw-cut line. No separate payment will be made for saw cutting. Payment for removal shall also include work associated with the hauling and satisfactory disposal of the concrete and other materials off the site.

BID ITEM NO. A-8: Remove Existing Concrete Sidewalk

This item shall include removal of existing concrete sidewalk as designated on the plans.

Measurement and payment shall be made at the unit price bid per square yard (SY) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal.

Removal shall be made to an existing joint or to a saw-cut line. No separate payment will be made for saw cutting. Payment for removal shall also include work associated with the hauling and satisfactory disposal of the concrete and other materials off the site.

BID ITEM NO. A-9: Remove Existing Concrete Sidewalk Bridge

This item shall include removal of existing concrete sidewalk bridge as designated on the plans.

Measurement and payment shall be made at the unit price bid per each (EA) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal.

Removal shall be made to an existing joint or to a saw-cut line. No separate payment will be made for saw cutting. Payment for removal shall also include work associated with the hauling and satisfactory disposal of the concrete and other materials off the site.

BID ITEM NO. A-10: Remove Concrete Header and Asphalt Joint at Railroad

This item shall include removal of existing concrete header and asphalt joint at the BNSF railroad as designated on the plans.

Measurement and payment shall be made at the unit price bid linear foot (LF) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal.

Removal shall be made to an existing joint or to a saw-cut line. No separate payment will be made for saw cutting. Payment for removal shall also include work associated with the hauling and satisfactory disposal of the concrete and other materials off the site.

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BID ITEM NO. A-11: Remove Existing Concrete Curb and Gutter

This item shall include removal of existing concrete curb and gutter as designated on the plans.

Measurement and payment shall be made at the unit price bid per linear foot (LF) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal.

Removal shall be made to an existing joint or to a saw-cut line. No separate payment will be made for saw cutting. Payment for removal shall also include work associated with the hauling and satisfactory disposal of the concrete and other materials off the site.

BID ITEM NO. A-12: Remove Existing PVC Underdrain and Cleanout at Bioretention Basin

This item governs the removal of existing pipe as designated on the plans.

Measurement and payment shall be made on the basis of a lump sum (LS) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

Payment for removal shall also include work associated with the hauling and satisfactory disposal of the materials off the site.

BID ITEM NO. A-13: Unclassified Excavation (Roadway)

All work associated with excavating for the proposed improvements shall be in accordance with NCTCOG Item 203.2 "Unclassified Excavation". This item does not include concrete or asphalt pavement removal.

Measurement shall be as determined on the basis of the natural ground cross-section and the finished lines and grades as shown in the plans and computed by the method of average end areas from the project cross-section and project grading plan. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

Measurement and Payment shall be made on the basis of price bid per cubic yard (CY) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work. This is a "plans quantity" measurement item and the quantity to be paid for will be that quantity shown in the proposal.

BID ITEM NO. A-14: Borrow

Borrow materials shall be acquired per the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 203.4 "Borrow and Spoil".

Measurement and Payment shall be made on the basis of price bid per cubic yard (CY) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work. Borrow shall consist of required excavation, removal, and proper utilization of materials obtained from designated or approved off-site

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sources. This is a "plans quantity" measurement item and the quantity to be paid for will be that quantity shown in the proposal.

BID ITEM NO. A-15: Solid Block Sodding (Bermuda), Including Fertilizer and Water

This item governs the placement of bermuda solid block sod at locations specified by the construction plans or as directed by Owner and in accordance with the NCTCOG Item 204.5 "Sodding". Contractor shall remove all roots, debris, and rocks larger than 1½". Grades shall be uniform, with even cross sections to prevent ponding or uneven grades. Contractor shall be responsible for watering areas of solid block sodding and rolling the sod to maximize ground contact and appearance. Subsequent watering shall continue until firm rooting of the sod to the ground has occurred as defined by City Inspector.

The CONTRACTOR shall maintain sodded areas until the grass has an established minimum height of two inches over 85 percent (85%) of the disturbed area.

Sodded areas shall be fertilized with a 16-8-8 (N-P-K) meeting the requirements of the NCTCOG specifications. Application rate of fertilizer shall be as recommended by manufacturer of fertilizer.

Measurement and payment shall be at the bid unit price per square yard (SY) of solid block sodding placed. The price shall be full compensation for furnishing all materials, labor, tools, equipment, water and incidentals necessary to complete the work.

BID ITEM NO. A-16: Hydromulch Seeding, Including Fertilizer and Water

This item consists of providing a uniform seeding shall be seeded in accordance with TxDOT Item 164 for the areas shown in the plans and all areas where trees are being removed. Contractor shall remove all roots, debris, and rocks larger than 1½". Grades shall be uniform, with even cross sections to prevent ponding or uneven grades. Contractor shall be responsible for watering areas of seeding. Subsequent watering shall continue until grass is established as defined by Inspector. Seeding and fertilizing shall be done in accordance with TxDOT Item 166. Seeding areas shall be fertilized with a 16-8-8 (N-P-K). Application rate of fertilizer shall be as recommended by manufacturer of fertilizer. The Contractor shall maintain seeded areas until the grass has an established minimum height of two inches over 85 percent (85%) of the disturbed area.

Payment will be made at the unit price bid per square yard (SY) and shall be full compensation for all labor, materials, equipment, tools, fertilizer, watering and incidentals necessary to install item complete in place and be in accordance with TxDOT Item 164.

BID ITEM NO. A-17: 4" Topsoil

This item consists of providing a uniform 4" topsoil layer as designated by the ENGINEER. Topsoil shall be placed in accordance with NCTCOG Item 202.2 "Topsoil". "Topsoil" must be approved as "Topsoil" prior to use by CITY. Native Soil will only be used if pre-approved, otherwise it will be Imported Topsoil as described.

Topsoil shall consist of friable surface soil reasonably free of grass, roots, weeds, sticks, stones, or other foreign materials. The topsoil shall consist of sandy loam, with soil particles within the following percentages: clay; 0-25; silt; 25-50; sand; 50-70; decomposed organic matter; 5-10.

SECTION GR - GENERAL REQUIREMENTS

The clay content is optional. The soil shall have a soil acidity range between a pH 5.0 to pH 7.0. The soil salinity shall not exceed 3 millimhos per centimeter at 25oC (as described by USDA Circular No. 982).

Payment will be made at the unit price bid per square yard (SY) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to install item complete in place and be in accordance with NCTCOG Item 202.2.4.

BID ITEM NO. A-18: Railroad Requirements (Flagman and Training)

The work performed under this item shall be completed in accordance with "SECTION REF 2 - BNSF Railway Construction Agreement" and "SECTION REF 3 - BNSF Railway Contractor Requirements" in these specifications. This pay item includes all contractor coordination with BNSF and all items required by BNSF as stated in Appendix B.

Measurement and payment shall be made on the basis of a lump sum (LS) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

SECTION B – ROADWAY IMPROVEMENTS

BID ITEM NO. B-1: 8" Lime Stabilized Subgrade

Lime Stabilized Subgrade shall be installed at the rate and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 301.2 "Lime Treatment".

Measurement and payment shall be on the basis of the price bid per square yard (SY) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

BID ITEM NO. B-2: Hydrated Lime (42 LBS/SY)

Hydrated Lime shall be installed at the rate and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 301.2 "Lime Treatment".

Measurement and payment shall be on the basis of the price bid per ton (TON) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

BID ITEM NO. B-3: 8" Reinforced Concrete Pavement

Payment for construction of reinforced concrete pavement shall be made at the unit price bid per each (SY) and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to install item complete in place and be in accordance with TxDOT Item 360. Concrete street headers shall be installed per plan details and shall be considered subsidiary to this bid item. Concrete pavement shall be class 'C' concrete with a minimum compressive strength of 3,600 psi at 28 days.

SECTION GR - GENERAL REQUIREMENTS

BID ITEM NO. B-4 to B-5: 7" Monolithic Concrete Curb and 7" Concrete Curb and Gutter

Monolithic Concrete Curb shall be installed at the height and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 305.1 "Concrete Curb and Gutter".

Measurement and payment shall be on the basis of the price bid per linear foot (LF) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

BID ITEM NO. B-6: Concrete Curb Opening

Concrete Curb Opening shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 702 "Concrete Structures".

Measurement and payment shall be on the basis of the price bid per each (EA) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Compaction of existing subgrade shall be considered subsidiary to this item.

BID ITEM NO. B-7: 6" Concrete Driveway

Concrete Driveway shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 305.2 "Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps".

Measurement and payment shall be on the basis of the price bid per square yard (SY) of completed and accepted driveway measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Compaction of existing subgrade shall be considered subsidiary to this item.

BID ITEM NO. B-8: 6" Flexible Base Driveway

Flexible Base Driveway shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 301.5 "Flexible Subbase or Base (Crushed Stone/Concrete)".

Measurement and payment shall be on the basis of the price bid per square yard (SY) of completed and accepted driveway measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Compaction of existing subgrade shall be considered subsidiary to this item.

BID ITEM NO. B-9: 5" Concrete Sidewalk

Concrete sidewalks shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 305.2 "Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps".

SECTION GR - GENERAL REQUIREMENTS

Measurement and payment shall be on the basis of the price bid per square yard (SY) of completed and accepted sidewalk measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Compaction of existing subgrade shall be considered subsidiary to this item.

BID ITEM NO. B-10: Curb at Back of Sidewalk

Curb at the back of sidewalk shall be installed to the limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 305.1 "Concrete Curb and Gutter" and NCTCOG Item 305.2 "Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps".

Measurement and payment shall be on the basis of the price bid per linear foot (LF) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

BID ITEM NO. B-11: Concrete Sidewalk Bridge

Concrete sidewalk bridges shall be installed to the limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 305.2 "Concrete Structures".

Measurement and payment shall be on the basis of the price bid per each (EA) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Compaction of existing subgrade shall be considered subsidiary to this item.

BID ITEM NO. B-12: ADA Curb Ramp

This item governs the installation of curb ramps as specified by the construction plans and in accordance with the NCTCOG Item 305.2 "Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps".

Measurement and payment shall be on the basis of the price bid per each (EA) of completed and accepted curb ramp measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

BID ITEM NO. B-13: Concrete Header at Railroad Crossing

Concrete Header at Railroad Crossing shall be installed to the limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 305.4 "Reinforced Concrete Headers".

Measurement and payment shall be on the basis of the price bid per linear foot (LF) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

BID ITEM NO. B-14: Asphalt Joint at Railroad Crossing

SECTION GR - GENERAL REQUIREMENTS

Asphalt Joint at Railroad Crossing shall be installed to the limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 302.9 "Hot-Mix Asphalt Pavement".

Measurement and payment shall be on the basis of the price bid per linear foot (LF) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

SECTION C – DRAINAGE IMPROVEMENTS

BID ITEM NO. C-1: 24" Reinforced Concrete Pipe (Class III)

All work associated with providing reinforced concrete pipe for drainage shall be in accordance with NCTCOG Item 501.6 and item 508. All RCP storm drain shall be ASTM C76 Class III unless otherwise noted. Provide cold applied preformed joint sealant that meets the requirements of ASTM C990. Backfill and embedment shall be per City of Burleson Material Testing Policies, City of Burleson Standard Construction Details, and/or plan details. All bends shall be pre-fabricated. Where leads or pipe terminate into an existing system, a concrete collar shall be poured at the junction to form a watertight connection in accordance with the plan details.

Measurement and payment shall be at the unit price bid per linear foot (LF) of reinforced concrete pipe complete in place of the size and class specified. Payment shall be full compensation for furnishing and transporting the pipe; for preparation and shaping of beds; for placing and jointing of pipe; for fittings; for end finish; for providing and installing concrete collars; plugs; connections to existing and new structures; and for all labor, material, equipment and incidentals necessary to complete the pipe in place in accordance with the Contract Documents. Payment for pipe will include trench excavation, bedding material, embedment and backfill.

BID ITEM NO. C-2 to C-4: Recessed Curb Inlet

Recessed Curb Inlet shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 702 "Concrete Structures".

Measurement and payment shall be on the basis of the price bid per each (EA) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

BID ITEM NO. C-5: 4'x4' Storm Drain Manhole

Concrete Manholes shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 502.1 "Manholes".

Measurement and payment shall be on the basis of the price bid per each (EA) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

SECTION GR - GENERAL REQUIREMENTS

BID ITEM NO. C-6: Adjust Existing Storm Drain Manhole to Proposed Grade

Existing concrete manholes shall be adjusted to the proposed grade based on plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 502.1 "Manholes".

Measurement and payment shall be on the basis of the price bid per each (EA) of completed and measured in its final position, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

BID ITEM NO. C-7: 4" Concrete Riprap

This item governs the installation of protection concrete riprap as specified by the construction plans and in accordance with the NCTCOG Item 803.3 "Riprap".

Measurement and payment shall be on the basis of the price bid per square yard (SY) and shall be full compensation for furnishing and installing concrete riprap, bedding material, and filter fabric, labor, materials, and equipment deemed necessary to complete this pay item.

BID ITEM NO. C-8: Trench Excavation Protection

Trench Excavation Protection shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 107.20.3 "Trench Safety".

Measurement and payment shall be on the basis of the price bid per linear foot (LF), and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Trench safety requirements are mandatory and shall not be waived. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and re-compaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety.

SECTION D – SIGNING AND PAVEMENT MARKING IMPROVEMENTS

BID ITEM NO. D-1: Remove and Relocate Existing Small Sign Assembly

This pay item shall consist of the removal, washing/cleaning, and relocation of the existing roadside sign and furnishing of posts and necessary materials for constructing concrete foundation. The sign assembly shall be in compliance with the TxDOT Specifications Item 644.

Measurement and payment shall be made on the basis of price bid per each (EA) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

BID ITEM NO. D-2: Remove Sign Assembly

This item shall include removal of existing sign assembly (including concrete foundation) as designated on the plans.

SECTION GR - GENERAL REQUIREMENTS

Payment for removal shall also include work associated with the hauling and satisfactory disposal of the materials off the site.

Measurement and payment shall be made on the basis of price bid per each (EA) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

BID ITEM NO. D-3: Small Sign Assembly

This pay item shall consist of the furnishing, fabrication, galvanizing and erection of supports; for constructing concrete foundations; for furnishing complete signs including sign connections and all hardware; for attaching the signs to the supports; and for washing and cleaning the signs. Signs shall be Aluminum Type "A" signs and shall be in compliance with the TxDOT Specifications Item 636. The sign assembly shall be in compliance with the TxDOT Specifications Item 644.

Measurement and payment shall be made on the basis of price bid per each (EA) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

The contractor is required to use black powder coating on all metal poles and sign backings. All labor, materials and incidentals for this coating shall be included in this item.

BID ITEM NO. D-4 to D-13: Reflective Pavement Markings (Type I and II)

This pay item shall consist of the installation of stripes in the color, width and thickness as shown on the plans. Type I markings are thermoplastic type materials that require heating to elevated temperatures for application. Type II markings are paint-type materials that are applied at ambient or slightly elevated temperatures. New Portland-cement-concrete surfaces shall be cleaned to remove curing membrane, dirt, grease, loose and/or flaking existing construction markings and other forms of contamination. Pavement to which material is to be applied shall be completely dry. New Portland-cement-concrete surfaces shall be further prepared for Type I markings, after cleaning, by placing a Type II marking as a sealer. Work shall be in compliance with the TxDOT Specifications Item 666. This item also includes the pavement surface preparation for markings, TxDOT Item 678.

Measurement and payment for striping shall be made on a price per linear foot (LF) or each (EA) and shall include all types and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

BID ITEM NO. D-14 : Raised Pavement Marker (Type II-CR)

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reflectorized Pavement Marker," "Traffic Button," or "Plowable Reflectorized Pavement Marker" of the types specified.

Raised pavement markers shall be in accordance with TxDOT Item 666 and 672.

SECTION GR - GENERAL REQUIREMENTS

Measurement and Payment shall be made on the basis of price bid per each (EA) and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

SECTION E – UTILITY IMPROVEMENTS

BID ITEM NO. E-1 to E-2: 16” AWWA C-900 DR-18 PVC Water Line

The work performed under this item shall be completed in accordance with “33 05 01.09 - Polyvinyl Chloride (PVC) Pressure Pipe and Fittings” and “33 05 23.33 - Pipeline Crossing” and “33 10 13 - Disinfecting of Water Utility Distribution” and “33 05 05.31 - Hydrostatic Testing” in “SECTION REF – Reference Information”.

Measurement and payment shall be on the basis of the unit price bid per linear foot (LF) and shall include all types and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

BID ITEM NO. E-3: 30” Steel Casing Pipe (By Bore)

The work performed under this item shall be completed in accordance with “33 05 23.33 - Pipeline Crossing” in “SECTION REF – Reference Information”.

Measurement and payment shall be on the basis of the unit price bid per linear foot (LF) and shall include all types and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

BID ITEM NO. E-4: Connection to Existing Water Line

The work performed under this item shall be completed in accordance with “33 05 01.09 - Polyvinyl Chloride (PVC) Pressure Pipe and Fittings” and “33 10 13 - Disinfecting of Water Utility Distribution” and “33 05 05.31 - Hydrostatic Testing” in “SECTION REF – Reference Information”.

Measurement and payment shall be on the basis of the unit price bid per each (EA) and shall include all types and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

BID ITEM NO. E-5: 16” Gate Valve

Gate valves shall be in accordance with the plans, the City of Burleson Standard Construction Details and NCTCOG Item 502.6 and 702.5.

BID ITEM NO. E-6: Trench Excavation Protection

Trench Excavation Protection shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Burleson Standard Construction Details, the project details, and the applicable provisions of NCTCOG Item 107.20.3 “Trench Safety”.

SECTION GR - GENERAL REQUIREMENTS

Measurement and payment shall be on the basis of the price bid per linear foot (LF), and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Trench safety requirements are mandatory and shall not be waived. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and re-compaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety.

SECTION F – LANDSCAPE IMPROVEMENTS

BID ITEM NO. F-1: Large Shade Tree - 3" Cal. Container Grown

Large Shade Trees shall be installed to the limits shown on the plans and details in accordance with "32 93 00 - Trees, Shrubs, and Ground Cover" in "SECTION REF – Reference Information". Watering shall be subsidiary to this item.

Measurement and payment shall be on the basis of the price bid per each (EA) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

BID ITEM NO. F-2: Landscape Irrigation

Landscape irrigation shall be installed to the limits shown on the plans and details in accordance with the specifications provided on the plans.

Measurement and payment shall be on the basis of the price bid per lump sum (LS) and shall be full compensation for labor, materials, equipment, tools, and incidentals deemed necessary to complete this pay item.

SECTION W

WAGE RATE SCHEDULE

SECTION V WAGE RATE SCHEDULE

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-05-2024 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed herein and not in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. **IMPORTANT NOTICE FOR STATE PROJECTS:** only the controlling wage rate zone applies to the contract. Effective 01-05-2024.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20240002)	ZONE TX03 *(TX20240003)	ZONE TX04 *(TX20240004)	ZONE TX05 *(TX20240005)	ZONE TX06 *(TX20240006)	ZONE TX07 *(TX20240007)	ZONE TX08 *(TX20240008)	ZONE TX24 *(TX20240024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20240027)	ZONE TX28 *(TX20240028)	ZONE TX29 *(TX20240029)	ZONE TX30 *(TX20240030)	ZONE TX37 *(TX20240037)	ZONE TX38 *(TX20240038)	ZONE TX42 *(TX20240042)
1428	Agricultural Tractor Operator						\$12.69			\$12.35					\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.58	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster						\$18.36										
1615	Boom Truck Operator																
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
	Concrete Finisher, Paving and																
1124	Concrete Pavement Finishing	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
	Concrete Paving, Curing, Float,																
1315	Texturing Machine Operator									\$14.46	\$17.33					\$11.71	
1333	Concrete Saw Operator				\$14.67											\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Cranes Operator, Hydraulic Over				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.66	
1345	80 Tons																
1342	Tons or Less	\$16.62	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	80 Tons				\$20.52		\$19.36			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Local						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000	\$13.46	\$12.56	\$13.67	\$17.19		\$12.86	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
	Excavator Operator, Over 50,000																
1348	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$6.81	\$9.45	\$6.70		\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1151	Form Builder/Seller, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
	Foundation Drift Operator, Crawler																
1360	Mounted				\$17.99					\$17.99						\$17.43	
1363	Truck Mounted				\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Leader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90
	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47

**TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	28	Donley	37	Karnes	27	Reagan	37
Andrews	37	Duval	30	Kaufman	25	Real	37
Angelina	28	Eastland	37	Kendall	7	Red River	28
Aransas	29	Ector	2	Kenedy	30	Reeves	8
Archer	25	Edwards	8	Kent	37	Refugio	27
Armstrong	2	El Paso	24	Kerr	27	Roberts	37
Atascosa	7	Ellis	25	Kimble	37	Robertson	7
Austin	38	Erath	28	King	37	Rockwall	25
Bailey	37	Falls	28	Kinney	8	Runnels	37
Bandera	7	Fannin	28	Kleberg	27	Rusk	4
Bastrop	7	Fayette	27	Knox	37	Sabine	28
Baylor	37	Fisher	37	Lamar	28	San Augustine	28
Bee	27	Floyd	37	Lamb	37	San Jacinto	38
Bell	7	Foard	37	Lampasas	7	San Patricio	29
Bexar	7	Fort Bend	38	LaSalle	30	San Saba	37
Blanco	27	Franklin	28	Lavaca	27	Schleicher	37
Borden	37	Freestone	28	Lee	27	Scurry	37
Bosque	28	Frio	27	Leon	28	Shackelford	37
Bowie	4	Gaines	37	Liberty	38	Shelby	28
Brazoria	38	Galveston	38	Limestone	28	Sherman	37
Brazos	7	Garza	37	Lipscomb	37	Smith	4
Brewster	8	Gillespie	27	Live Oak	27	Somervell	28
Briscoe	37	Glasscock	37	Llano	27	Starr	30
Brooks	30	Goliad	29	Loving	37	Stephens	37
Brown	37	Gonzales	27	Lubbock	2	Sterling	37
Burleson	7	Gray	37	Lynn	37	Stonewall	37
Burnet	27	Grayson	25	Madison	28	Sutton	8
Caldwell	7	Gregg	4	Marion	28	Swisher	37
Calhoun	29	Grimes	28	Martin	37	Tarrant	25
Callahan	25	Guadalupe	7	Mason	27	Taylor	2
Cameron	3	Hale	37	Matagorda	27	Terrell	8
Camp	28	Hall	37	Maverick	30	Terry	37
Carson	2	Hamilton	28	McCulloch	37	Throckmorton	37
Cass	28	Hansford	37	McLennan	7	Titus	28
Castro	37	Hardeman	37	McMullen	30	Tom Green	2
Chambers	38	Hardin	38	Medina	7	Travis	7
Cherokee	28	Harris	38	Menard	37	Trinity	28
Childress	37	Harrison	42	Midland	2	Tyler	28
Clay	25	Hartley	37	Milam	28	Upshur	4
Cochran	37	Haskell	37	Mills	37	Upton	37
Coke	37	Hays	7	Mitchell	37	Uvalde	30
Coleman	37	Hemphill	37	Montague	37	Val Verde	8
Collin	25	Henderson	28	Montgomery	38	Van Zandt	28
Collingsworth	37	Hidalgo	3	Moore	37	Victoria	6
Colorado	27	Hill	28	Morris	28	Walker	28
Comal	7	Hockley	37	Motley	37	Waller	38
Comanche	37	Hood	28	Nacogdoches	28	Ward	37
Concho	37	Hopkins	28	Navarro	28	Washington	28
Cooke	37	Houston	28	Newton	28	Webb	3
Coryell	7	Howard	37	Newton	28	Webb	3
Cottle	37	Howard	37	Nolan	37	Wharton	27
Crane	37	Hudspeth	8	Nueces	29	Wheeler	37
Crockett	8	Hunt	25	Ochiltree	37	Wichita	5
Crosby	2	Hutchinson	37	Oldham	37	Wilbarger	37
Culberson	8	Irion	2	Orange	38	Willacy	30
Dallam	37	Jack	28	Palo Pinto	28	Williamson	7
Dallas	25	Jackson	27	Panola	28	Wilson	7
Dawson	37	Jasper	28	Parker	25	Winkler	37
Deaf Smith	37	Jeff Davis	8	Parmer	37	Wise	25
Delta	25	Jefferson	38	Pecos	8	Wood	28
Denton	25	Jim Hogg	30	Polk	28	Yoakum	37
DeWitt	27	Jim Wells	27	Potter	2	Young	37
Dickens	37	Johnson	25	Presidio	8	Zapata	30
Dimmit	30	Jones	25	Rains	28	Zavala	30
		Randall	2				

SECTION AD

ADDENDA

SECTION AD

ADDENDA

To Be Included as Necessary

SECTION REF

REFERENCE INFORMATION

SECTION REF

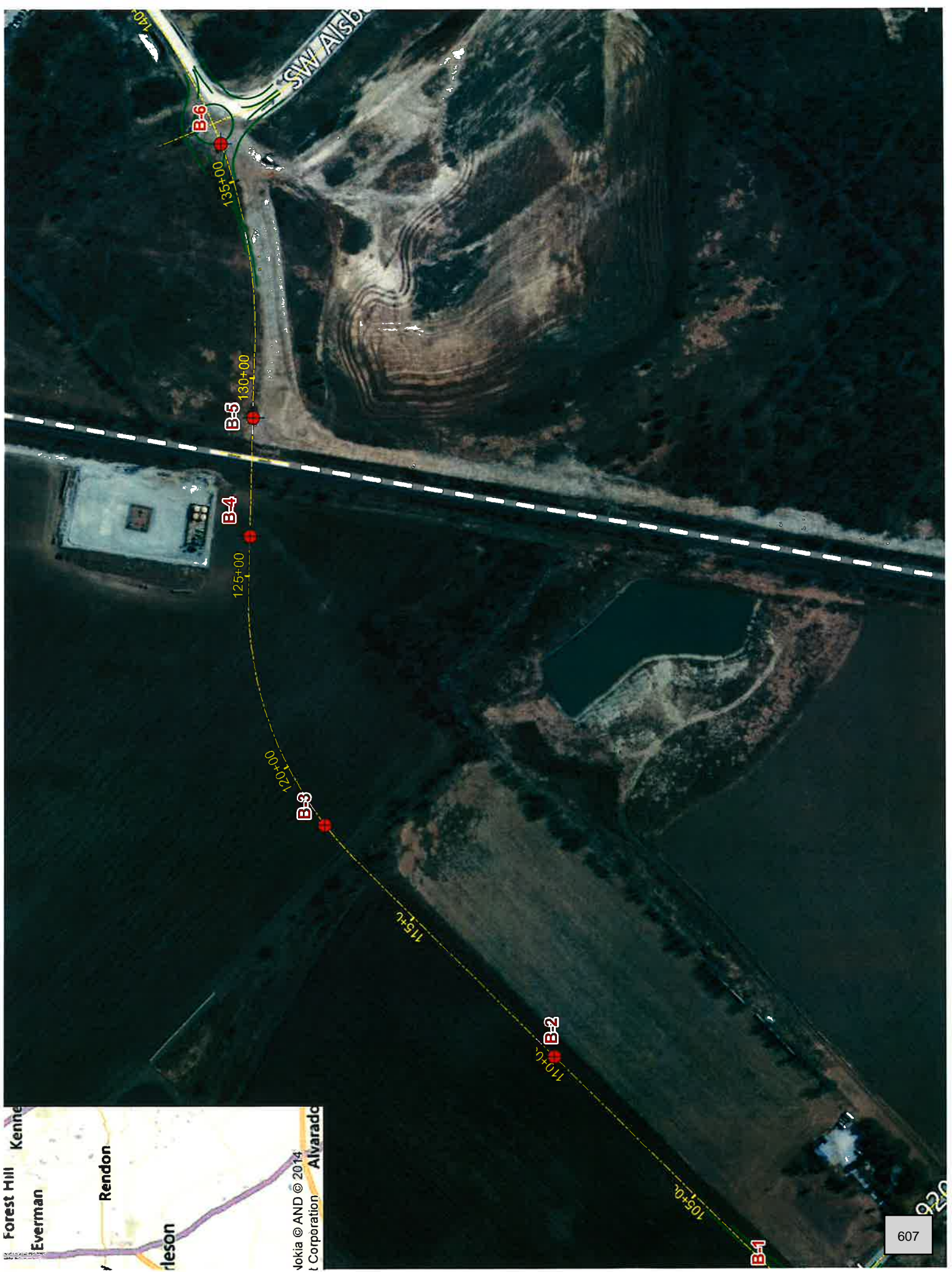
REFERENCE INFORMATION

GEOTECHNICAL BORING LOCATION MAP

AND BORING LOGS



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LOG OF BORING NO. B-01

Project Description: Alsbury Boulevard Extension
Project Location: Burleson, Texas
Date Drilling Started: 2/27/2014
Logged By: MH
Rig Type: CME 75
Latitude: 32.530924

Drilling Co.: Total Depth
Hammer Type: Automatic
Longitude: -97.375366

Project No.: BUR12451
Phase No.: ****
Date Drilling Completed: 2/27/2014
Drill Method: DRY w/ CFA
Hammer Wt. & Drop: 170 lb.; 24 in.
Elevation: 801.9 ft.

DEPTH, ft	SAMPLE					SYMBOL	MATERIAL DESCRIPTION	WATER CONTENT, %	UNIT DRY WEIGHT, pcf	% PASSING NO. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	UNC. COMPRESSIVE STRENGTH, tsf	STRAIN AT FAILURE, %	ELEVATION, ft	
	TYPE	BLOW COUNTS	HAND PENE-TROMETER (P) / TORVANE (T), tsf	RECOVERY, %	RQD, %												
5	U-1		2.0 (P)	50			SANDY FAT CLAY (CH), dark brown, medium stiff to very stiff, moist, blocky, with calcareous nodules -highly calcareous, iron stained, with ironstone and calcareous pockets below 4 feet -marly, with iron-stained joints below 8 feet Total boring depth 10.0 ft.	23	107	68	66	19	47	1	14.9	797	
	U-2		2.0 (P)	50													
	U-3		1.7 (P)	100													
	U-4		4.5 (P)	100													
	U-5		4.5+ (P)	100													
	U-6		4.5+ (P)	100													
	SPT-7	13-20-13 (33)															
10	SPT-8	10-16-13 (29)															
15																787	
20																	782
25																	777

Water Observations:
 None At Time Of Drilling
 None End of Drilling

Remarks: 0-10 feet - CFA. Backfilled with soil cuttings. Elevation approximated from construction plans (Sta. 102+00).

The stratification lines represent approximate strata boundaries. In situ, the transition may be gradual. These logs are subject to the limitations, conclusions, and recommendations in the associated report.



LOG OF BORING NO. B-02

Project Description: Alsbury Boulevard Extension
Project Location: Burleson, Texas
Date Drilling Started: 2/27/2014
Logged By: MH
Rig Type: CME 75
Latitude: 32.532473

Drilling Co.: Total Depth
Hammer Type: Automatic
Longitude: -97.373525

Project No.: BUR12451
Phase No.: ****
Date Drilling Completed: 2/27/2014
Drill Method: DRY w/ CFA
Hammer Wt. & Drop: 170 lb.; 24 in.
Elevation: 794.0 ft.

DEPTH, ft	SAMPLE					SYMBOL	MATERIAL DESCRIPTION	WATER CONTENT, %	UNIT DRY WEIGHT, pcf	% PASSING NO. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	UNC. COMPRESSIVE STRENGTH, tsf	STRAIN AT FAILURE, %	ELEVATION, ft		
	TYPE	BLOW COUNTS	HAND PENE-TROMETER (P) / TORVANE (T), tsf	RECOVERY, %	RQD, %													
U-1		2.5 (P)	50				FAT CLAY (CH), with sand, dark brown, stiff to very stiff, moist, blocky, partially slickensided -with calcareous nodules below 1.5 feet	17	111	71	63	23	40	1.3	3.6			
U-2		3.5 (P)	75															
U-3		3.0 (P)	100															
U-4		4.5+ (P)	100															
U-5		4.5+ (P)	100															
5	TCP	33/6" 50/5"					LEAN CLAY (CL), yellow-brown, stiff, moist, calcareous -highly calcareous from 4 to 5 feet	2/792.0									5/789.0	789
10	TCP	50/2.25" 50/1.25"					LIMESTONE, yellow-brown, hard, weathered Total boring depth 10.3 ft.	9.5/784.5										784
15																		779
20																		774
25																		769

Water Observations:
 None At Time Of Drilling
 None End of Drilling

Remarks: 0-10.3 feet - CFA. Backfilled with soil cuttings. Elevation approximated from construction plans (Sta. 110+00).

The stratification lines represent approximate strata boundaries. In situ, the transition may be gradual. These logs are subject to the limitations, conclusions, and recommendations in the associated report.



LOG OF BORING NO. B-03

Project Description: Alsbury Boulevard Extension
Project Location: Burleson, Texas
Date Drilling Started: 2/27/2014
Logged By: MH
Rig Type: CME 75
Latitude: 32.534055

Drilling Co.: Total Depth
Hammer Type: Automatic
Longitude: -97.371607

Project No.: BUR12451
Phase No.: ****
Date Drilling Completed: 2/27/2014
Drill Method: DRY w/ CFA
Hammer Wt. & Drop: 170 lb.; 24 in.
Elevation: 787.3 ft.

DEPTH, ft	SAMPLE					SYMBOL	MATERIAL DESCRIPTION	WATER CONTENT, %	UNIT DRY WEIGHT, pcf	% PASSING NO. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	UNC. COMPRESSIVE STRENGTH, tsf	STRAIN AT FAILURE, %	ELEVATION, ft
	TYPE	BLOW COUNTS	HAND PENE-TROMETER (P) / TORVANE (T), tsf	RECOVERY, %	RQD, %											
0-1	U-1		3.5 (P)	83			FAT CLAY (CH), with sand, dark brown, stiff to very stiff, dry to moist, blocky -slickensided below 2 feet -with calcareous nodules below 3 feet	27	96	81	68	25	43	1.3	2	
1-2	U-2		2.0 (P)	92												
2-3	U-3		3.5 (P)	100												
3-4	U-4		3.5 (P)	100												
4-5	U-5		4.5+ (P)	100												
5-6	U-6		4.5+ (P)	100		SANDY LEAN CLAY (CL), yellow-brown, stiff, moist, marly 4.5/782.8	20	109	70	35	14	21	1.8	2.6	782	
6-7	U-7		4.5+ (P)	100		-with a 6-inch sandy gravel seam at 6.8 feet -with a 6-inch hard marl seam at 7.7 feet LIMESTONE, light yellow-brown, soft to hard, slightly weathered to weathered 8.2/779.1										
7-8	SPT-8	17-15-25 (40)														
8-10	TCP	26/6" 50/1"														777
10-15	TCP	50/1.25" 50/875														772
15-15.2	Total boring depth 15.2 ft.															

Water Observations:
 None At Time Of Drilling
 None End of Drilling

Remarks: 0-15.2 feet - CFA. Backfilled with soil cuttings. Elevation approximated from construction plans (Sta. 118+25).

The stratification lines represent approximate strata boundaries. In situ, the transition may be gradual. These logs are subject to the limitations, conclusions, and recommendations in the associated report.



LOG OF BORING NO. B-04

Project Description: Alsbury Boulevard Extension
Project Location: Burseson, Texas
Date Drilling Started: 2/27/2014
Logged By: MH
Rig Type: CME 75
Latitude: 32.534553

Drilling Co.: Total Depth
Hammer Type: Automatic
Longitude: -97.369226

Project No.: BUR12451
Phase No.: ****
Date Drilling Completed: 2/27/2014
Drill Method: DRY w/ CFA
Hammer Wt. & Drop: 170 lb.; 24 in.
Elevation: 791.4 ft.

DEPTH, ft	SAMPLE					SYMBOL	MATERIAL DESCRIPTION	WATER CONTENT, %	UNIT DRY WEIGHT, pcf	% PASSING NO. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	UNC. COMPRESSIVE STRENGTH, tsf	STRAIN AT FAILURE, %	ELEVATION, ft	
	TYPE	BLOW COUNTS	HAND PENE-TROMETER (P) / TORVANE (T), tsf	RECOVERY, %	RQD, %												
5	U-1		4.5+ (P)	50			LEAN CLAY (CL), brown with yellow-brown, stiff to very stiff, moist, blocky, with calcareous nodules -yellow-brown with light gray below 1 foot -with occasional iron-stained joints, marly below 5 feet	16	120	86	48	16	32				
	U-2		4.5 (P)	100													
	U-3		3.5 (P)	100													
	U-4		4.5+ (P)	58													
	U-5		4.5+ (P)	100													
	U-6		4.5+ (P)	100													
10	SPT-7	11-17-21 (38)				MARL, yellow-brown, hard, moist, jointed	7/784.4										
	SPT-8	20-30-50/5.00"				LIMESTONE, gray with yellow-brown, hard, weathered	9.5/781.9										
	Total boring depth 10.4 ft.																

Water Observations:
 None At Time Of Drilling
 None End of Drilling

Remarks: 0-10.4 feet - CFA. Backfilled with soil cuttings. Elevation approximated from construction plans (Sta. 126+00).

The stratification lines represent approximate strata boundaries. In situ, the transition may be gradual. These logs are subject to the limitations, conclusions, and recommendations in the associated report.



LOG OF BORING NO. B-05

Project Description: Alsbury Boulevard Extension
Project Location: Burleson, Texas
Date Drilling Started: 2/27/2014
Logged By: MH
Rig Type: CME 75
Latitude: 32.534523

Drilling Co.: Total Depth
Hammer Type: Automatic
Longitude: -97.368253

Project No.: BUR12451
Phase No.: ****
Date Drilling Completed: 2/27/2014
Drill Method: DRY w/ CFA
Hammer Wt. & Drop: 170 lb.; 24 in.
Elevation: 789.7 ft.

DEPTH, ft	SAMPLE					SYMBOL	MATERIAL DESCRIPTION	WATER CONTENT, %	UNIT DRY WEIGHT, pcf	% PASSING NO. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	UNC. COMPRESSIVE STRENGTH, tsf	STRAIN AT FAILURE, %	ELEVATION, ft
	TYPE	BLOW COUNTS	HAND PENE-TROMETER (P) / TORVANE (T), tsf	RECOVERY, %	RQD, %											
U-1		4.5 (P)	33				FAT CLAY (CH), with sand, dark brown, very stiff to hard, moist, blocky, with calcareous nodules -with yellow-brown, slickensided below 1 foot	22	103	75	63	21	42	2.2	5.6	
U-2		4.5 (P)	33				-highly calcareous below 2 feet	15		82	50	17	33			
U-3		4.5+ (P)	100													
U-4		4.5+ (P)	33													
5	SPT-5	18-33-42 (75)					LEAN CLAY (CL), yellow-brown, sitff, moist -marly, with iron-stained joints below 4 feet									785
	SPT-6	9-10-13 (23)					-light yellow-brown below 6.5 feet									
	SPT-7	9-15-34 (49)														
10	Total boring depth 10.0 ft.															

Water Observations:
 None At Time Of Drilling
 None End of Drilling

Remarks: 0-10 feet - CFA. Backfilled with soil cuttings. Elevation approximated from construction plans (Sta. 129+00).

The stratification lines represent approximate strata boundaries. In situ, the transition may be gradual. These logs are subject to the limitations, conclusions, and recommendations in the associated report.



LOG OF BORING NO. B-06

Project Description: Alsbury Boulevard Extension
Project Location: Burlison, Texas
Date Drilling Started: 2/27/2014
Logged By: MH
Rig Type: CME 75
Latitude: 32.534725

Drilling Co.: Total Depth
Hammer Type: Automatic
Longitude: -97.366012

Project No.: BUR12451
Phase No.: ****
Date Drilling Completed: 2/27/2014
Drill Method: DRY w/ CFA
Hammer Wt. & Drop: 170 lb.; 24 in.
Elevation: 778.1 ft.

DEPTH, ft	SAMPLE					SYMBOL	MATERIAL DESCRIPTION	WATER CONTENT, %	UNIT DRY WEIGHT, pcf	% PASSING NO. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	UNC. COMPRESSIVE STRENGTH, tsf	STRAIN AT FAILURE, %	ELEVATION, ft	
	TYPE	BLOW COUNTS	HAND PENE-TROMETER (P) / TORVANE (T), tsf	RECOVERY, %	RQD, %												
5	U-1		1.2 (P)	100			FAT CLAY (CH), with sand, dark brown, medium stiff to stiff, moist, blocky, with calcareous nodules	28	97	75	59	21	38	0.7	3.1	773	
	U-2		1.2 (P)	75													
	U-3		1.7 (P)	83			-hard, slickensided below 3 feet	29		81	74	18	56				
	U-4		4.5+ (P)	100													
	U-5		4.5+ (P)	100													
	SPT-6	12-12-15 (27)					LEAN CLAY (CL), yellow-brown, stiff, moist, gravelly, marly										
	SPT-7	14-22-50/5.50"					MARL, yellow-brown, hard, moist, with iron-stained joints										
10	Total boring depth 10.0 ft.																768
15																	763
20																	758
25																	753

Water Observations:
 None At Time Of Drilling
 None End of Drilling

Remarks: 0-10 feet - CFA. Backfilled with soil cuttings. Elevation approximated from construction plans (Sta. 136+00).

The stratification lines represent approximate strata boundaries. In situ, the transition may be gradual. These logs are subject to the limitations, conclusions, and recommendations in the associated report.

BORING LOG LEGEND AND NOMENCLATURE

Abbreviations

U – Undisturbed Sample (tube)	SPT – Standard Penetration Test	TV – Torvane
A – Auger Sample	TCP – Texas Cone Penetration	NP – Non Plastic
CS – Continuous Sample	CFA – Continuous Flight Auger	ATD – At Time of Drilling
C – Rock Core	HSA – Hollow Stem Auger	AD – After Drilling

General Terms

Term	Description
Blow Counts	Results from either the Standard Penetration Test (SPT) or the Texas Cone Penetration (TCP) test.
Recovery	Length of sample or core recovered divided by the total length pushed, driven, or cored (expressed as a %)
Rock Quality Designation (RQD)	Cumulative length of unfractured pieces of core material more than 4 inches in length divided by the total length of material cored (expressed as a percentage)

Consistency of Cohesive Soil

Description	Comp. Strength, tsf	SPT Blows	TCP Blows	Criteria
Very Soft	< 0.25	0 – 2	0 – 8	Sample sags under its own weight and is easily deformed
Soft	≥ 0.25 – < 0.5	> 2 – 4	> 8 – 20	Easily pinched between fingers and remolded with light finger pressure
Medium Stiff	≥ 0.5 – < 1.0	> 4 – 8	N/A for TxDOT	Imprinted easily with fingers and remolded with firm finger pressure
Stiff	≥ 1.0 – < 2.0	> 8 – 15	> 20 – 40	Imprinted with strong finger pressure or indented easily with fingernail
Very Stiff	≥ 2.0 – < 4.0	> 15 – 30	> 40 to 80	Light imprint from finger or light indent with fingernail
Hard	≥ 4.0	> 30	> 80	Difficult to indent with fingernail

Apparent Density of Cohesionless Soil

Description	SPT Blow Count	Texas Cone Blow Count
Very Loose	0 – 4	0 – 8
Loose	> 4 – 10	> 8 – 20
Medium Dense	> 10 – 30	> 20 to 80
Dense	> 30 – 50	80 to ≥ 5"
Very Dense	> 50	0" to < 5"

Soil Structure

Description	Criteria
Stratified	Alternating layers of varying material/color with layers ≥ 1/4-inch thick
Laminated	Alternating layers of varying material/color with layers < 1/4-inch thick
Fissured	Breaks along definite planes with little resistance
Slickensided	Fracture planes appear polished or glossy; shows movement direction
Blocky	Cohesive soil that can be broken into small, angular lumps
Lensed	Inclusion of small pockets of soil that is different from dominate type
Homogenous	Same color and appearance throughout

Moisture Condition

Description	Criteria
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water

Textural Adjectives

Textural Item	Description
Pit	Pinhole sized openings
Vug	Small openings up to 4 inches in size
Cavity	Opening larger than 4 inches
Honeycomb	Numerous and grouped pits and vugs
Vesicle	Small openings in volcanic rocks

BORING LOG LEGEND AND NOMENCLATURE

Rock Hardness Descriptors

Grade	Approx. Comp. Strength, tsf	Approx. TCP Range	Field Test
Very Soft	< 10 - 100	>6"	Can be peeled with pocket knife, crumbles under firm blows of geological hammer
Soft	100 - 500	4" - 6"	Can be peeled with pocket knife with difficulty, indented by firm blows of geological hammer
Hard	500 - 1000	1" - 5"	Cannot be peeled with pocket knife, can be fractured by single firm blow of hammer
Very Hard	1000 - 2000	0" - 2"	Specimen requires more than one blow of geological hammer to fracture it
Extremely Hard	> 2000	0"	Specimen requires many blows of geological hammer to fracture it











Degree of Rock Weathering

Description	Criteria
Unweathered	No evidence of chemical or mechanical alteration
Slightly Weathered	Slight discoloration of surface or discontinuities; < 10% volume altered
Weathered	Discoloring evident; 10 to 50% of volume altered
Highly Weathered	Entire mass discolored; alteration through majority of rock
Decomposed	Rock reduced to soil consistency with some rock-like texture







Rock Bedding Structure

Description	Criteria
Laminated	< 3/8 inch
Very Thinly Bedded	3/8—1 inch
Thinly Bedded	1 inch—4 inches
Moderately Bedded	4 inches—1 foot
Thickly Bedded	1 foot—3 feet
Very Thickly Bedded	3— 10 feet
Massive	> 10 feet

Soil Column Graphic Symbols*

Graphic	Represented Soil Types	Graphic	Represented Soil Types
	Fat Clay, Fat Clay with sand, Sandy Fat Clay		Well-Graded Sand or Poorly-Graded Sand; little to no fines
	Lean Clay, Lean Clay with sand, Sandy Lean Clay, Silty Clay		Clayey Gravel, Gravel-Sand-Clay Mixtures
	Inorganic Silt and Organic Silt		Silty Gravel, Gravel-Sand-Silt Mixtures
	Clayey Sand, Clay-Sand Mixtures		Well-Graded Gravel or Poorly-Graded Gravel; little to no fines
	Silty Sands, Sand-Silt Mixtures		Fill with Significant Debris or Deleterious Material

Rock Column Graphic Symbols*

Graphic	Represented Rock Types	Graphic	Represented Rock Types
	Limestone, Shaly/Marly Limestone, Limestone with Shale		Marl, Marl with Limestone, Marl with Shale
	Shale, Shale with Limestone		Sandstone, Shaly Sandstone, Sandstone with Shale
	Mudstone		Generic Bedrock Symbol

* Combined graphics may be used for dual classifications. Not all graphics represented. Refer to lithology description for soil classification or rock type.



Pressure Swell Test (ASTM D-4546, Method C)

Project Name Alsbury Boulevard Extension Project No. BUR12451 Date 3/5/2014

Boring No. B-04 Sample No. U-4 Sample Depth (ft.) 3-5

Sample Description _____

Initial Sample Parameters			
Diameter (in.)		Height (in)	
Sample Diameter	2.5	Res Dev. Height	0.2 in.
		Ring Height	1 in.
		Sample Height	0.8 in.
			(A.) Initial Area (in ²)
			4.908
			(V) Volume (in ³)
			3.926

Water Content/ Unit Weight Determination			
Tare Designation	13	(WC) Water Content % (C/E x 100)	12.0%
(A) Wet Weight + Tare (g)	34.12	Sample Weight + ring (g)	254.99
(B) Dry Weight + Tare (g)	30.52	Weight of Ring (g)	108.68
(C) Water Weight (g), (A-B)	3.60	(WUW) Wet Unit Weight (pcf)	141.95
(D) Tare Weight (g)	0.41	(DUW) Dry Unit Weight (pcf)	126.79
(E) Dry Soil Weight (g), (B-D)	30.11		

Final Sample Parameters			
Tare Designation	61	(WC) Water Content % (C/E x 100)	14.9%
(A) Wet Weight + Tare (g)	37.79		
(B) Dry Weight + Tare (g)	32.93		
(C) Water Weight (g), (A-B)	4.86		
(D) Tare Weight (g)	0.42		
(E) Dry Soil Weight (g), (B-D)	32.51		

Test Data				
Date	Loading (lbs.)	Elapsed Time (min.)	Dial Reading (in.)	% Swell / Collapse
3/5/2014	0	0	0.0532	0.00%
3/5/2014	13 (381 psf)	0.5	0.0531	-0.01%
3/5/2014	13 (381 psf)	10	0.0531	-0.01%
WATER ADDED				
3/6/2014	13 (381 psf)	1080 (18 hr.)	0.0567	0.44%
3/6/2014	23 (675 psf)	1440 (24 hr.)	0.0556	0.30%
3/6/2014	43 (1262 psf)	1500 (25 hr.)	0.0536	0.05%
3/6/2014	63 (1848 psf)	1560 (26 hr.)	0.0536	0.05%

Appartatus #: 8

Tested By: DoHyun Kim



Pressure Swell Test (ASTM D-4546, Method C)

Project Name Alsbury Boulevard Extension Project No. BUR12451 Date 3/5/2014

Boring No. B-05 Sample No. U-3 Sample Depth (ft.) 2-3

Sample Description _____

Initial Sample Parameters			
Diameter (in.)		Height (in)	
Sample Diameter	2.5	Res Dev. Height	0.2 in.
		Ring Height	1 in.
		Sample Height	0.8 in.
		(A) Initial Area (in ²)	4.908
		(V) Volume (in ³)	3.926

Water Content/ Unit Weight Determination			
Tare Designation	13	(WC) Water Content % (C/E x 100)	15.4%
(A) Wet Weight + Tare (g)	54.15	Sample Weight + ring (g)	241.95
(B) Dry Weight + Tare (g)	46.98	Weight of Ring (g)	110.48
(C) Water Weight (g), (A-B)	7.17	(WUW) Wet Unit Weight (pcf)	127.56
(D) Tare Weight (g)	0.42	(DUW) Dry Unit Weight (pcf)	110.53
(E) Dry Soil Weight (g), (B-D)	46.56		

Final Sample Parameters			
Tare Designation	61	(WC) Water Content % (C/E x 100)	18.4%
(A) Wet Weight + Tare (g)	45.16		
(B) Dry Weight + Tare (g)	38.21		
(C) Water Weight (g), (A-B)	6.95		
(D) Tare Weight (g)	0.41		
(E) Dry Soil Weight (g), (B-D)	37.80		

Test Data				
Date	Loading (lbs.)	Elapsed Time (min.)	Dial Reading (in.)	% Swell / Collapse
3/5/2014	0	0	0.0621	0.00%
3/5/2014	13 (381 psf)	0.5	0.0620	-0.01%
3/5/2014	13 (381 psf)	10	0.0620	-0.01%
WATER ADDED				
3/6/2014	13 (381 psf)	1080 (18 hr.)	0.0620	-0.01%
3/6/2014	13 (381 psf)	1440 (24 hr.)	0.0620	-0.01%
3/6/2014	13 (381 psf)	1500 (25 hr.)	0.0620	-0.01%
3/6/2014	13 (381 psf)	1560 (26 hr.)	0.0620	-0.01%

Appartatus #: 7

Tested By: DoHyun Kim



Laboratory Sulfate Content (TX-145-E)

Project Name Alsbury Boulevard Extension Project No. BUR12451 Date 3/14/2014

Boring No. <u>B-02</u>		Sample No. <u>U-2</u>		Sample Depth (ft.) <u>1-2</u>	
Dilution Ratio Used	1:20	Dilution Ratio Used	1:20	Dilution Ratio Used	1:20
Average Reading	61.3	Average Reading	57.6	Average Reading	58.6
Sulfate Content	1226	Sulfate Content	1152	Sulfate Content	1172
Average Sulfate Content:		1183 ppm			

Boring No. <u>B-04</u>		Sample No. <u>U-3</u>		Sample Depth (ft.) <u>2-3</u>	
Dilution Ratio Used	1:20	Dilution Ratio Used	1:20	Dilution Ratio Used	1:20
Average Reading	85.0	Average Reading	91.6	Average Reading	82.0
Sulfate Content	1700	Sulfate Content	1832	Sulfate Content	1640
Average Sulfate Content:		1724 ppm			

Boring No. <u>B-05</u>		Sample No. <u>U-1</u>		Sample Depth (ft.) <u>0-1</u>	
Dilution Ratio Used	1:20	Dilution Ratio Used	1:20	Dilution Ratio Used	1:20
Average Reading	65.0	Average Reading	50.0	Average Reading	66.0
Sulfate Content	1300	Sulfate Content	1000	Sulfate Content	1320
Average Sulfate Content:		1207 ppm			

SECTION REF

REFERENCE INFORMATION

BNSF RAILWAY CONSTRUCTION AGREEMENT

EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway Files: 020664T, 020460G
Agency Project: Construction of SW Alsbury Blvd and closure of County Road 921 at BNSF Railway

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, with the **City of Burleson, Texas** for the performance of certain work in connection with the following project: **construction of curbing and the roadway approaches on SW Alsbury Boulevard (DOT No. 020664T) located at railroad milepost 330.66 and the closure and removal of the roadway approaches and installation of permanent end-of-road treatments at County Road 921 (DOT No. 020460G) located at railroad milepost 331.33 on Railroad's Fort Worth Subdivision, Line Segment 7500 in Burleson, Texas.** Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Burleson** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's

property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.

- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives

its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody, or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following addresses:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

Any insurance policy must be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this **Agreement** has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this **Agreement**.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain the insurance coverage(s) set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend, and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** means “Burlington Northern Santa Fe LLC”, “BNSF RAILWAY COMPANY” and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT “C” CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit “C” attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from

train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently \$382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

Contractor and its subcontractors must give Railway's Roadmaster John Wright at Office: 817-224-7009 or Cell: 254-654-2269 and email: John.Wright3@bnsf.com representative four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

Contractor

BNSF Railway

By: _____

By: _____

Printed Name: _____

Name: Timothy J. Huya
Manager Public Projects

Title: _____

Contact Person: _____

Accepted and effective this _____ day of
_____ 20__.

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

Contact Person Email: _____

Contact Person Cell #: _____

SECTION REF

REFERENCE INFORMATION

BNSF RAILWAY CONTRACTOR REQUIREMENTS

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "**Railway Property**", during the construction of the **curbing and the roadway approaches on SW Alsbury Boulevard (DOT No. 020664T) located at railroad milepost 330.66 and the closure and removal of the roadway approaches and installation of permanent end-of-road treatments at County Road 921 (DOT No. 020460G) located at railroad milepost 331.33 on Railroad's Fort Worth Subdivision, Line Segment 7500 in Burleson, Texas.**
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Aaron Russell
Director of Public Works
City of Burleson
1725 SE John Jones Road
Burleson, TX 76028-4296
Phone: 817-426-9830
Fax: 817-426-9363
Email: arussell@burlesontx.com

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify **City of Burleson (Aaron Russel) at 817-426-9830** and Railway's Manager Public Projects, telephone number **817-352-2902** at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's files **020664T and 020460G**.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.bnsfcontractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the CONTRACTOR.
- **1.03.02** INTENTIONALLY LEFT BLANK. (no blasting operations on this project)
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Burleson** and must not be undertaken until approved in writing by the Railway, and until the **City of Burleson** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Burleson** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and

work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (John Wright) at Office # 817-224-7009 or Cell # 254-654-2269 or e-mail: John.Wright3@bnsf.com** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- **1.05.03c** The cost of flagger services provided by the Railway will be borne by the **CONTRACTOR**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- **1.05.03d INTENTIONALLY LEFT BLANK.**

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on

Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Roadmaster (John Wright) at 817-224-7009 and BNSF's Supervisor Construction Signals (Dwayne Tiffin) at 817-740-7384.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that

Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- Passenger on train (C)
- Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- Contractor/safety sensitive (F)
- Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H)
- Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

AND COPY TO: ROADMASTER FAX 817-224-7023 & RAILWAY MANAGER PUBLIC PROJECTS FAX 817-352-2912

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

5. Mile Post / Line Segment: _____

Driver's License No (and state) or other ID: _____ SSN (required): _____

Name (last, first, mi): _____

Address: _____ City: _____ St: _____ Zip: _____

Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Employee Number: _____ Employer: _____

Injury: _____ I.D. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

Description of Accident (To include location, action, result, etc.): _____

Treatment:

- First Aid Only _____
- Required Medical Treatment _____
- Other Medical Treatment _____

Dr. Name: _____ Date: _____

Dr. Address: _____
Street: _____ City: _____ St: _____ Zip: _____

Hospital Name: _____

Hospital Address: _____
Street: _____ City: _____ St: _____ Zip: _____

Diagnosis: _____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

SECTION REF

REFERENCE INFORMATION

**33 05 01.09 - POLYVINYL CHLORIDE (PVC) PRESSURE PIPE
AND FITTINGS**

33 05 01.09 POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to install polyvinyl chloride (PVC) pressure pipe, appurtenances, and fittings to the diameters indicated for water supply and wastewater pressure piping. Trenching, backfilling, and pipe embedment shall be in accordance with Section 31 23 33 "Trenching and Backfill."

1.02 QUALITY ASSURANCE

- A. Certification: Domestic water piping shall be approved by the Underwriters Laboratory and shall be accepted by the State Fire Insurance Commission for use in water distribution systems. PVC water pipe shall bear the seal of approval (or "NSF" mark) of the National Sanitation Foundation Testing Laboratory for potable water pipe.
- B. Design Criteria: The maximum allowable load for PVC pipe installations shall produce a maximum deflection of 4 percent.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
 - 1. Certified Test Reports from the Manufacturer's testing facility or an approved testing laboratory.
 - 2. Shop Drawing including the following information:
 - a. Manufacturer.
 - b. Dimension ratio.
 - c. Joint types.
 - d. Gaskets material.
 - e. Means of restraint.
 - f. Manufacturer's recommendation for maximum deflected joint angle and minimum longitudinal bending radius
 - g. Thrust restraint lengths and lay schedule as Shop Drawing. Lay schedule shall include the following:
 - 1). Pipe class.
 - 2). Joint type.
 - 3). Fittings.
 - 4). Stationing.
 - 5). Transitions.
 - 6). Joint deflection.

3. Shop Drawing of Detectable Warning Tape.

1.04 REFERENCE SPECIFICATIONS

- A. Section 01 33 00 "Document Management."
- B. Section 01 40 00 "Quality Management."
- C. Section 31 23 33 "Trenching and Backfill."
- D. Section 33 05 05.31 "Hydrostatic Testing"
- E. Section 33 10 13 "Disinfecting of Water Utility Distribution."

1.05 STANDARDS

- A. The applicable provisions of the following standards shall apply as if written here in their entirety. PVC piping and fittings shall be in full compliance with the applicable standards and specifications for each type of plastic pipe involved. Pipe may be rejected for failure to comply with any requirement of this Section.

1. ASTM International (ASTM) Standards:

ASTM D1784	Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D1785	Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D2241	Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated PVC Pipe (SDR) Series
ASTM D2464	Standard Specification for Threaded Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D2466	Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings Schedule 40
ASTM D2467	Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D2855	Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets
ASTM D3139	Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
ASTM F1674	Standard Test Method for Joint Restraint Products for Use with PVC Pipe

2. American Water Works Association (AWWA) Standards:

AWWA C104	Cement-Mortar Lining for Ductile Iron Pipe and Fittings
AWWA C105	Polyethylene Encasement for Ductile-Iron Pipe Systems
AWWA C110	Ductile-Iron and Gray-Iron Fittings
AWWA C153	Ductile-Iron Compact Fittings

AWWA C605	Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings
AWWA C900	Poly Vinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 through 60 Inches (100 mm Through 1,500 mm)
AWWA M23	PVC Pipe – Design and Installation.
AWWA M41	Ductile – Iron Pipe and Fittings

3. NSF International (NSF):

NSF 61	Drinking Water System Components – Health Effects
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4. Underwriters Laboratories, Inc. (UL).

1.06 DELIVERY AND STORAGE

- A. Store PVC material so that there is no exposure to sunlight.

2.00 PRODUCTS

2.01 MATERIALS

A. PVC Pressure Piping:

1. Smaller than 4 inches in size shall be Type 1, Grade 1, Polyvinyl Chloride, Schedule 40 pipe conforming to ASTM D1785.
2. For pipe 2 inches in diameter and smaller, joints shall be glued.
3. For pipe larger than 2 inches in diameter, joints shall be bell and spigot push-on type as specified in ASTM D3139.
4. PVC Pressure Pipe for potable water shall meet the requirements of NSF 61.
5. PVC Pressure Pipe for Sanitary Sewer shall conform to either C900 or ASTM D2241.

- B. Fittings: 3- through 24-inch ductile iron and conforming to AWWA C110 or AWWA C153. Fittings for piping smaller than 3 inches shall be in accordance with ASTM D2466.

- C. Thrust Restraint: Thrust restraint devices shall be Mega-lug or approved equal and shall be factory tested and pressure rated in accordance with ASTM F1674.

1. Joint restraint devices shall be designed specifically for use with PVC pipe of the joint type and pressure rating specified.
2. Restrained joints shall be used for a sufficient distance from each bend, tee, plug, valve or other fitting to resist thrust which will be developed at the design pressure of the pipe.
3. The length of pipe with restrained joints to resist thrust forces shall be the sole responsibility of and determined by the Pipe Manufacturer using the following parameters:
 - a. Laying condition equal to AWWA C605 Type 3 bedding.
 - b. No thrust restraint contribution shall be allowed for pipe in casing.

- c. Soil density = 100 pcf.
 - d. Concrete thrust blocking shall not be accounted for in joint restraint calculations.
- D. Detectable Warning Tape:
- 1. Provide detectable warning tape as follows:
 - a. Thickness: 5.0 mil overall thickness.
 - b. Width: 3 inch minimum.
 - c. Weight: 27.5 pounds per inch per 1000 square feet.
 - d. Triple layer with:
 - 1). Minimum thickness 0.35 mils solid aluminum foil encased in a protective inert plastic jacket.
 - 2). 100 percent virgin low density polyethylene.
 - 3). Impervious to all known alkalis, acids, chemical reagents and solvents within soil.
 - 4). Aluminum foil visible to both sides.
 - e. Locatable by conductive and inductive methods.
 - f. Printing encased to avoid ink rub-off.
 - g. Color and Legends:
 - 1). Potable Water Lines:
 - a). Color: Blue (in accordance with APWA Uniform Color Code).
 - b). Legend: Caution Potable Water Line Below (repeated every 24 inches).
 - 2). Reclaimed Water Lines:
 - a). Color: Purple (in accordance with APWA Uniform Color Code).
 - b). Legend: Caution Reclaimed Water Line Below (repeated every 24 inches).
 - 3). Sewer Line:
 - a). Color: Green (in accordance with APWA Uniform Color Code).
 - b). Legend: Caution Sewer Line Below (repeated every 24 inches).

2.02 MARKINGS

- A. The Pipe Manufacturer shall mark the piping with the size and appropriate AWWA/ASTM Standard designations as applicable.

3.00 EXECUTION

3.01 INSTALLATION

- A. Install pipe, fittings, and specials to the lines and grades indicated. Begin installation at the main supply line valve and make connections where indicated.

- B. Excavate trenches where required to alignment and depth specified or as required for proper installation of pipe. Carefully lower pipe, fittings, and specials into the trench to avoid damage to the pipe and/or fittings. Take necessary precautions to protect pipe during backfilling operations. Replace any damaged pipe before it is buried. Keep the pipe clean during laying operations, and seal the pipe against the entrance of objects at the close of each operating day.
- C. Place thrust restraint fittings at bends, tees, crosses, valves, and plugs in the pipe line in accordance with approved Shop Drawing lay schedule.
- D. Buried ductile iron fittings shall be double wrapped in 8mm high density polyethylene encasement in accordance with AWWA C105, repair or replace encasements which have tears, rips or punctures in the polyethylene wrap.
- E. The minimum cover for 1- to 4-inch PVC piping shall be 36 inches. For 6-inch PVC piping and larger, the minimum cover shall be 48 inches.
- F. For threaded joints not more than three threads at each pipe connection shall remain exposed after installation. Ream ends of pipe after threading and before assembly, to remove burrs. Threaded joints shall be made up with a suitable joint compound. Apply joint compound to male threads only.
- G. Solvent weld joints shall be in accordance with ASTM D2855, and shall be made generally as follows: cut square and smooth the ends of the plastic pipe and wipe clean. Apply primer and solvent cement to the outside of the pipe and the inside of the fitting socket with a small brush. Immediately push the coated surfaces snugly together and rotate the pipe approximately one-half turn to insure uniform distribution of the cement. Remove the excess cement by wiping. Cement shall be of type which welds plastic surfaces together. Cement shall be as recommended by the Pipe Manufacturer and shall be compatible with the chemical conveyed.
- H. Push-on joints shall be in accordance with the manufacturer's instructions.
- I. Use of deflected joints shall be at 75 percent of the manufacturer recommendation or longitudinal deflection shall be 133 percent of the manufacturer's minimum radius.
- J. Joint lubricant shall be as recommended by the pipe manufacturer.

3.02 FIELD CONTROL HYDROSTATIC TESTING

- A. Test PVC pressure piping for leakage by a hydrostatic pressure test in accordance with Section 33 05 05.31 "Hydrostatic Testing."

3.03 PURGING OF WATER LINES

- A. Purge, sterilize, and test the constructed water lines in accordance with Section 33 10 13 "Disinfecting of Water Utility Distribution."
 - 1. During construction operations, maintain the installed surfaces of the system, which come in contact with the City's water supply, in a sanitary condition.
 - 2. Every effort must be made to keep the inside of the pipe, fittings, and valves free of loose foreign matter.

3. Should the Contractor's carrier be required to transport potable water to the job site for main testing, sterilize tankage and piping, including pumps used to transport or transfer potable water into the main.
- B. When the entire pipeline or selected sections have been completed and are ready for use, disinfect the line or section according to the following procedures:

3.04 SERVICE CONNECTIONS

- A. Make service connections in accordance with AWWA Manual M23 "PVC Pipe - Design and Installation" and the instructions from the Manufacturer. Use a service clamp or saddle to connect 2-inch and smaller services to PVC pipe sizes 4 to 12 inches. Use a ductile iron tapped tee to connect 3-inch service connections.

3.05 FIELD QUALITY CONTROL

- A. Do not enclose or cover any Work until inspected.

END OF SECTION

SECTION REF

REFERENCE INFORMATION

33 05 23.33 - PIPELINE CROSSING

33 05 23.33 PIPELINE CROSSING

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to install casing pipe or tunnel liner plates by tunnel or trenchless construction methods as specified herein. This Section sets forth the requirements for construction and installation of pipelines crossing railroads using horizontal auger boring, a jacking shield, or hand tunneling methods.

1.02 QUALITY ASSURANCE

A. Qualifications:

- 1. Tunnel or Trenchless Contractor: Unless specified otherwise, tunnel or trenchless construction shall be performed by a competent, experienced contractor or subcontractor. The tunnel or trenchless contractor or subcontractor shall have a satisfactory experience record of at least 5 years engaged in similar work and shall demonstrate successful completion of at least three previous projects within the last 5 years using tunnel or trenchless methods similar to those proposed involving installation of casing pipe or tunnel liner plate equal to or greater than the diameter as that proposed and in similar ground conditions anticipated for this Project.
- B. Performance Requirements: Horizontal or vertical variation in the final position of the casing pipe or tunnel liner plate from the proposed line and grade shall be permitted only to the extent of the tolerances provided herein, provided that such variation shall be regular and only in the direction that will not detrimentally affect the installation or intended function of the carrier pipe in the opinion of the Engineer.

1.03 SUBMITTALS

A. Submittals shall include:

- 1. Copies of permit(s) as required herein for construction of the pipeline crossing, if required to be obtained by the Contractor.
- 2. Qualifications for the Contractor or subcontractor who is performing the tunnel or trenchless construction.
- 3. Pipeline Crossing Work Plan, which shall include, but not be limited to the following:
 - a. Site layout plan, including a plan view of the Contractor's proposed operations, including but not limited to dimensions of the pit excavations, dimensions of equipment to be utilized, location where excavated materials will be placed, location of where casing pipe or tunnel liner plate will be stored prior to installation, etc.
 - b. Product data, description of, and operation manual for auger boring, jacking shield, or hand tunneling equipment proposed to be used. Include capacity, number, and arrangement of hydraulic jacks as applicable. Provide details of thrust ring, jacking controls, and pressure gages as applicable.
 - c. Means and methods to control of line and grade of equipment.

- d. Theoretical volume calculation for the proposed excavation, including an estimated bulking factor.
 - e. Description of the proposed procedures for performing tunnel or trenchless excavation, including handling and disposal of excavated materials.
 - f. Description of the proposed procedures for installation of casing pipe, including jointing and welding procedures of casing pipe, as applicable.
 - g. Description of the proposed procedures for installation of tunnel liner plates, if used.
 - h. Product Data and proposed procedures for use of pipe lubrication materials proposed for use for installation of the casing pipe, if used.
 - i. Description of the proposed procedures for installation of the carrier pipe, including Product Data and Shop Drawings of casing spacers or insulators and end seals and dimensions and proposed locations of such to ensure line and grade.
 - j. Mix design for the proposed contact grout and backfill grout, including Product Data and applicable test reports for each constituent of the mix design.
 - k. Description of the proposed procedures for batching, mixing, pumping, and placement of contact grout and backfill grout.
4. Shop Drawings and mill test certificates of the casing pipe from the casing pipe manufacturer, including jointing and welding requirements, lubrication/grout ports or fittings, joint details, and other items to be furnished with and fabricated for the pipe. Include dimensions, tolerances, wall thicknesses, material properties and strength, and other pertinent information. Shop Drawings shall include calculations for the design of the casing pipe, including calculations for the anticipated jacking forces along the full length of the casing pipe installation and the maximum allowable jacking force that may be applied to the casing pipe without damage. Calculations shall be performed by a professional engineer licensed in the state where Project is located and retained by the Contractor. Calculations associated with the casing pipe are for record purposes only and will not be reviewed by the Engineer.
 5. Shop Drawings and mill test certificates of the tunnel liner plate and fasteners from the tunnel liner plate manufacturer. Shop Drawings shall include calculations for the design of the tunnel liner plate, including calculations for the maximum allowable jacking force that may be applied against the tunnel liner plate without damage. Calculations shall be performed by a professional engineer licensed in the state where Project is located and retained by the Contractor. Calculations associated with the tunnel liner plate are for record purposes only and will not be reviewed by the Engineer.
 6. Daily reports, to be submitted no more than 12 hours after the end of each shift, including, but not limited to the following:
 - a. Name of crew members and their classification, number of hours worked, quantity of materials installed or used, and a summary of the work activities, regardless of the amount of progress made.
 - b. Starting and ending station of excavation face and limits of installation of casing pipe or tunnel liner plate completed.

- c. Torque, jacking pressures, and other parameters measured by the excavation equipment as applicable.
 - d. Type and quantity of material excavated and removed compared to the theoretical volume.
7. As-built documentation, to be submitted no more than 1 week after completion of casing pipe or tunnel liner plate installation and another submittal no more than 1 week after completion of carrier pipe installation, which shall include, but not be limited to the following:
- a. Name of Contractor and subcontractor, if applicable, and contact information.
 - b. Date of completion of installation.
 - c. Summary of type, size, and dimensions of casing pipe, tunnel liner plate, or carrier pipe installed.
 - d. Summary of project survey information.
 - e. Plan and profile drawing, including theoretical alignment, actual installed alignment, survey benchmarks, and other pertinent information such as adjacent structures or facilities.
8. Contingency plan that includes corrective actions to be taken in the event of excessive ground movement (settlement or heave), excessive deviation from line and grade, slower than anticipated progress, stuck excavation equipment, damage to an existing utility, or encountering greater than anticipated groundwater inflows.

1.04 STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO):

AASHTO	Standard Specifications for Highway Bridges
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- B. American Railway Engineering and Maintenance-of-Way Association (AREMA):

AREMA	Manual for Railway Engineering
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- C. American Society of Civil Engineers (ASCE):

ASCE MOP 106	Manual of Practice [for] Horizontal Auger Boring Projects
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- D. ASTM International (ASTM):

ASTM A36/ A36M	Standard Specification for Carbon Structural Steel
ASTM A123/ A123M	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A135/ A135M	Standard Specification for Electric-Resistance-Welded Steel Pipe
ASTM A139/ A139M	Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe (NPS4 and Over)
ASTM A153/ A153M	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A307	Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength
ASTM A449	Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use
ASTM A572/ A572M	Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A1011/ A1011M	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength

E. American Water Works Association (AWWA):

AWWA C200	Steel Water Pipe, 6 in. (150 mm) and Larger
AWWA C206	Field Welding of Steel Water Pipe
AWWA C210	Liquid-Epoxy Coatings and Lining for Steel Water Pipe and Fittings
AWWA M11	Steel Water Pipe – A Guide for Design and Installation

F. Railroad Crossing Standards:

BNSF Railway	Utility Accommodation Policy
Union Pacific	Pipeline Installation Requirements

G. Highway or Roadway Crossing Standards:

TxDOT	Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Item 476, Jacking, Boring, or Tunneling Pipe or Box
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1.05 JOB CONDITIONS; PERMITS AND EASEMENT REQUIREMENTS

- A. The Contractor shall comply with all of the requirements of the BNSF Railway Company License, provide the required notifications to the BNSF Railway Company as required by the BNSF Railway Company License, and shall comply with all safety rules and regulations and training requirements established by the BNSF Railroad Company. The Contractor shall ensure that all Contractor [and subcontractor] personnel maintain current BNSF safety training certifications throughout the duration of the work as required by the BNSF Railroad Company. The safety training certifications include, but are not limited to the BNSF Railway Company Contractor Safety Orientation (<http://www.bnsfcontractor.com/>) and Railroad Education Roadway Worker Protection and Alcohol and Drug Use for all Roadway Workers (<http://www.railroadeducation.com/>).
- B. The Contractor shall pay for all costs and expenses associated with inspections, flagging services, or other safety measures provided by and/or required by BNSF Railway Company, or otherwise imposed by the BNSF Railway Company to fulfill the requirements of the BNSF Railway Company License. The costs and expenses may include, but are not limited to, those described in Article 7 of the BNSF Railway Company License, any processing fees, license fees, or insurance fees required by or for the execution of the BNSF Railway Company License, the Contractor’s own costs to comply with the BNSF Railway Company License, such as the Contractor’s insurance costs (e.g. Railroad Protective Liability Insurance Policy) or other costs to ensure compliance with the BNSF Railway Company’s applicable

safety rules and regulations. The Contractor shall pay all invoices in accordance with the payment terms as described in Article 8 of the BNSF Railway Company License.

- C. In the event of an emergency, the Contractor shall immediately contact the BNSF Railway Company to stop railroad traffic on the affected railroad track[s]. In the event the BNSF Railway Company cannot be reached, the Contractor shall dial 911. The Contractor shall also contact of BNSF Railway Company Roadmaster, to schedule inspectors for immediate railroad inspections. If the BNSF Railway Company Roadmaster cannot be reached, the Contractor shall leave a voicemail of the emergency situation and provide the Contractor's contact information.
- D. A hard copy of approved permits shall be available on-site for the duration of the construction activity pertaining to the permit.

1.06 OPTIONS

- A. Casing Material: Unless specified otherwise, the Contractor may use steel pipe or tunnel liner plate where tunnel or trenchless construction is required for installation of carrier pipe. The material specifications for casing pipe and tunnel liner plate herein are the minimum acceptable requirements. The Contractor shall be fully responsible to ensure the materials used are of sufficient strength for the installation method chosen and the soil conditions that are actually encountered.
- B. Tunnel and Trenchless Methods: Unless specified otherwise, the Contractor may use auger boring, a jacking shield, or hand tunneling for the installation method of casing material. The Contractor shall be fully responsible to ensure the methods used are adequate for the protection of workers and the public.

1.07 DEFINITIONS

- A. Auger Boring: A technique for forming a bore from a jacking shaft to a receiving shaft by means of a rotating auger, which may include cutting tools. Casing pipe is jacked forward sequentially in a cyclic process while the auger is turning. Spoils are removed back to the jacking shaft by helically wound auger flights rotating inside the casing pipe. The equipment may have limited guidance and steering capability.
- B. Casing Pipe: A casing pipe is a pipe used to support a tunnel or trenchless excavation and subsequent installation of a carrier pipe.
- C. Jacking Shaft: An excavation from which tunnel or trenchless equipment is launched for the installation of a pipeline or conduit.
- D. Jacking Shield: A jacking shield is a fabricated steel cylinder where excavation is carried out either by machine or by hand while support, such as tunnel liner plates are installed. The shield may have limited guidance and steering capability.
- E. Pipe Jacking: Pipe jacking is a system of using hydraulic jacks from a jacking shaft to directly install pipes behind a jacking shield so that they form a continuous string of pipe in the ground.

2.00 PRODUCTS

2.01 MATERIALS

A. Casing Insulators or Spacers:

1. Casing insulators or spacers shall be specifically designed to adequately support and electrically isolate the carrier pipe within the casing pipe under all conditions. Insulators or spacers shall consist of pre-manufactured steel bands with plastic lining and plastic runners. Insulators shall fit snug over the carrier pipe and position the carrier pipe approximately in the center of the casing pipe, to provide adequate clearance between the carrier pipe bell and the casing pipe. Fasteners for insulators shall be stainless steel or cadmium plated. The number and location of casing insulators or spacers shall be determined by the manufacturer to protect carrier pipe from damage.
2. Manufacturers of casing insulators or spacers shall be:
 - a. Advance Products & Systems, LLC (<http://www.apsonline.com>).
 - b. Cascade Waterworks Manufacturing Company (<http://www.cascademfg.com>).
 - c. CCI Piping Systems (<http://www.ccipipe.com>).
 - d. Approved equal.

B. Mortar Bands: If allowed by the authority having jurisdiction, concrete cylinder pipe and mortar coated steel pipe may have thickened outside mortar bands in lieu of casing insulators or spacers. Mortar bands shall properly position the carrier pipe within the casing pipe or tunnel liner plates.

C. End Seals:

1. End seals shall be specifically designed to seal the annular space between the casing pipe and the carrier pipe at the ends of the casing pipe.
2. Manufacturers of end seals shall be:
 - a. Advance Products & Systems, LLC (<http://www.apsonline.com>).
 - b. Cascade Waterworks Manufacturing Company (<http://www.cascademfg.com>).
 - c. CCI Piping Systems (<http://www.ccipipe.com>).
 - d. Approved equal.

D. Casing Pipe: Casing pipe shall be welded steel pipe or press-fit steel pipe. Contractor shall be fully responsible for the design of the steel casing pipe, including joints, that meet or exceeds all of the requirements presented herein. Design of the casing pipe shall be performed by a licensed professional engineer licensed in the state where the Project is located as required herein.

1. Welded steel casing pipe shall have a minimum yield strength of 35,000 psi and shall conform to the requirements of ASTM A139/A139M, AWWA C200, and AWWA M11. Pipe joints of welded steel pipe shall be full butt welded in accordance with the casing pipe manufacturer's recommendations and with AWWA C206, as applicable.
2. Press-fit steel casing pipe shall conform to the requirements of ASTM A36/A36M and A572/A572M, Grade 42. Proprietary Permalok T-5 joints or similar shall be used.

3. Minimum wall thickness of steel casing pipe shall be as indicated below, as otherwise indicated in the applicable standards referenced herein, or as otherwise required by the authority having jurisdiction, and shall be considered the minimum thickness acceptable. The wall thickness of the steel casing pipe shall be increased as necessary by the Contractor to obtain the adequate strength, stiffness, buckling strength, resistance to deflection, and be able to accommodate the maximum allowable jacking load. The casing pipe shall be designed as to not allow deflection of more than 3 percent.

Nominal Diameter of Steel Casing Pipe (Inches)	Minimum Wall Thickness of Steel Casing Pipe (Inches)	
	Roadway/Highway Crossing	Railway Crossing
6 to 14	0.188	0.250
16	0.188	0.282
18	0.250	0.313
20 to 22	0.250	0.344
24	0.281	0.375
26	0.281	0.407
28	0.312	0.438
30	0.312	0.469
32	0.312	0.500
34	0.312	0.532
36	0.344	0.532
38	0.344	0.563
40	0.344	0.594
42	0.344	0.625
44 to 46	0.344	0.657
48	0.344	0.688

E. Tunnel Liner Plates:

1. Tunnel liner plates shall be fabricated from a single piece of metal and flanged on each side, each piece shall contain a grout port, and shall conform to the requirements of ASTM A1011/A1011M, with a minimum tensile strength of 42,000 psi, and a minimum yield strength of 28,000 psi. Tunnel liner plates and associated bolts and nuts shall be hot-dip galvanized.
2. Contractor shall be fully responsible for the design of the tunnel liner plates. Design of the tunnel liner plates shall be performed by a professional engineer licensed in the state where the project is located as required herein.
3. Plates shall be of uniform fabrication and those intended for one size tunnel shall be interchangeable. Welding of tunnel liner plate shall not be allowed.
4. The material used for the construction of the tunnel liner plates shall be new, unused, and suitable for the purpose intended.
5. Manufacturer of tunnel liner plates shall be:
 - a. Contech Engineered Solutions LLC (<https://www.conteches.com>).
 - b. DSI Tunneling LLC (<http://www.dsitunneling.com>).

- c. Jennmar Corporation (<https://www.jennmar.com>).
 - d. Approved equal.
6. Minimum thickness of tunnel liner plates shall be as indicated in AREMA Manual for Railway Engineering, or indicated in other applicable standards referenced herein, or as otherwise required by the authority having jurisdiction, and shall be considered the minimum thickness acceptable. The thickness of the tunnel liner plates shall be increased as necessary to obtain the adequate strength, stiffness, buckling strength, resistance to deflection and be able to accommodate the maximum allowable jacking load, as applicable. The tunnel liner plate shall be designed as to not allow deflection of more than 3 percent.

2.02 GROUT MIXES

- A. Contact grout shall consist of cement, water, and fluidizers as required to produce a satisfactory pumpable grout with a minimum compressive strength of 500 psi at 28 days.
- B. Backfill grout shall be either structural grout or cellular concrete.
 - 1. Structural grout shall consist of a mixture of sand, cement, and water with a minimum compressive strength of 4000 psi at 28 days. Admixtures may be used to control set times and prevent washout of the cement paste.
 - 2. Cellular concrete shall consist of a mixture of cement, water, and a foaming agent with a minimum compressive strength of 150 psi at 7 days and 250 psi at 28 days. Cellular concrete shall have a minimum wet density of 50 pcf, unless water is present inside the casing, where a minimum wet density of 65 pcf shall be required. The foaming agent shall conform to ASTM C869 and shall be tested in accordance with ASTM C796. No aggregate or fillers shall be used. No admixtures shall be without specific written approval from the foaming agent manufacturer.
- C. Cement used in the grout mixes shall conform to ASTM C150, Type II.
- D. Water used in the grout mixes shall conform to ASTM C94.

3.00 EXECUTION

3.01 GENERAL CONSTRUCTION PROCEDURES

- A. Contractor shall comply with all applicable requirements of permits as described or referenced herein, whether or not such permits were obtained by the Contractor.

3.02 JACKING AND RECEIVING PITS

- A. Excavation and backfill of jacking and receiving pits shall be performed in accordance with "Trenching and Backfill" and "Trench Safety" sections and as required by standards referenced herein.
- B. Contractor shall not perform excavation activities beyond the limits shown on the Drawings.
- C. Contractor shall keep the jacking and receiving pits free from standing water to the extent practical and shall perform dewatering as necessary.

- D. Upon completion of the Work described herein, Contractor shall restore the Site as required by the Contract Documents.

3.03 TUNNEL OR TRENCHLESS EXCAVATION

- A. Contractor shall commence excavation operations from the low or downstream end of the tunnel or trenchless crossing, unless otherwise specified.
- B. Contractor shall perform Work in a manner that minimizes ground settlement or heave.
- C. Contractor shall furnish all equipment and all necessary temporary electrical power and water service to perform the Work described herein.
- D. Auger boring or jacking shield equipment shall be manufactured by a company that specializes in the design and fabrication of this type of equipment and has at least 5 years of experience in the design and fabrication of such equipment. The equipment shall meet the following minimum requirements:
 - 1. Capable of installing casing pipe or tunnel liner plate at the diameters and lengths required by the Drawings.
 - 2. Provide a means for controlling line and grade within the tolerances listed herein.
 - 3. Capable of maintaining settlement or heave of the ground to limits as required herein or as otherwise acceptable to the authority having jurisdiction.
 - 4. Hydraulically operated and capable of installing casing pipe or tunnel liner plate in a controlled manner.
 - 5. Capable of providing sufficient torque and jacking loads as appropriate.
- E. For auger boring equipment, the auger shall only extend a maximum of 3 inches beyond the leading edge of the casing pipe to avoid ground loss. If non-cohesive or unstable conditions are encountered, the end of the auger and cutting tools, if used, shall be retracted into the casing a distance of at least three times the diameter of the casing to create a soil plug at the end of the casing to prevent ground movement. The diameter of the auger and cutter tools shall not be greater than the outside diameter of the casing pipe.
- F. Excavated materials shall be removed from the tunnel or trenchless excavation to the jacking pit and shall be disposed of properly at an off-site facility.

3.04 INSTALLATION OF CASING PIPE BY AUGER BORING OR A JACKING SHIELD

- A. Casing pipe to be installed by tunnel or trenchless methods as described herein shall meet the requirements for the type of casing pipe specified herein and shall be in accordance with the Contractor's accepted submittals.
- B. Contractor shall monitor the volume of material excavated and adjust rate of excavation to prevent settlement or heave of the ground.
- C. Casing pipe shall be set on properly braced and supported guide rails in the jacking shaft prior to installation.
- D. Contractor shall not exceed the maximum allowable jacking force when jacking the pipe.
- E. Jointing and welding of the casing pipe shall be performed in accordance with the casing pipe manufacturer's recommendations.

- F. Provide a means of tracking the leading edge of the casing pipe using an electronic transmitting and receiving device.
- G. In the event a section of casing pipe is damaged during installation, the additional casing pipe shall be advanced through the receiving pit to allow for the removal of the damaged casing pipe. This shall be performed at no additional cost to the Owner.

3.05 INSTALLATION OF TUNNEL LINER PLATE WITH A JACKING SHIELD OR HAND TUNNELING

- A. Tunnel liner plate to be installed by tunnel or trenchless methods as described herein shall meet the requirements for the type of tunnel liner plate specified herein and shall be in accordance with the Contractor's accepted submittals.
- B. Assembly of the tunnel liner plate shall be performed in accordance with the tunnel liner plate manufacturer's recommendations. Assemble steel liner plates into circumferential rings. Liner plates shall be of the type to permit segments to be installed completely from inside the tunnel or trenchless crossing.
- C. Accurately maintain the face of the excavation inside the tunnel so as to allow the absolute minimum of void space outside the liner plate. Maintain a maximum of a 1/2-inch tolerance between the outside of the tunnel liner plate and the surrounding excavation wherever possible. The excavated tunnel diameter shall not be greater than 2 inches larger than the tunnel liner plate outside diameter.
- D. Tunnel liner plate installation shall proceed as closely as possible behind the face of the excavation. The face of the excavation shall at no time be more than 6 inches ahead of the required space to install an individual tunnel liner plate. Use breast plates, poling boards, or other suitable devices to maintain accurate excavation with the minimum of unsupported excavation at any time. Tunnel liner plates shall not be allowed to deflect vertically during installation.
- E. Contractor shall not exceed the maximum allowable jacking force when advancing the jacking shield against the tunnel liner plate, if used.
- F. In the event tunnel liner plate(s) are damaged during installation or jacking operations, the damaged tunnel liner plate(s) shall be removed and replaced. This shall be performed at no additional cost to the Owner.

3.06 INSTALLATION OF CONTACT GROUT

- A. Install contact grout in the void space between the outside of the casing pipe or tunnel liner and the excavation, especially in any voids created by over-excavation, caving, or collapse. For casing pipe, install contact grout mix immediately upon completion of setting casing pipe. For tunnel liner plate, install contact grout at the end of each workday as tunnel liner plates are actively being installed or more often as conditions warrant.
- B. Unless specified otherwise, install contact grout through grout ports or grout fittings installed in the casing pipe or tunnel liner plate that are 42 inches in diameter or larger or if voids are suspected. Grout ports or fittings shall be fabricated into casing pipe at a maximum spacing of 10 feet. Grout ports or fittings shall be fabricated into each individual liner plate.

- C. Grouting operations shall be performed in such a manner to prevent damage to the casing pipe, tunnel liner plate, the surrounding ground, or adjacent facilities or existing utilities. Contact grout shall be injected at a pressure that will not distort or imperil any portion of the Work.
- D. Remove fittings and plug grout ports and fittings after completion of contact grouting.

3.07 CONTROL OF LINE AND GRADE

- A. Benchmarks and other survey control points shall be established by the Contractor. Accuracy of the benchmarks shall be verified prior to commencement of construction by the Contractor.
- B. The casing pipe or tunnel liner plate shall be installed to meet the following tolerances along the entire length of the tunnel or trenchless crossing. If the installation exceeds the specified tolerances herein, Contractor shall perform corrective work that is acceptable to the Engineer and at no additional cost to the Owner.
 - 1. Horizontal Tolerance: Plus or minus 6 inches from theoretical horizontal alignment for every 100 feet of tunnel or trenchless crossing, unless otherwise specified.
 - 2. Vertical Tolerance: Plus or minus 2 inches from theoretical vertical alignment for every 100 feet of tunnel or trenchless crossing, unless otherwise specified.

3.08 INSTALLATION OF CARRIER PIPE

- A. Carrier pipe to be installed within the casing pipe or tunnel liner plates shall meet the requirements for the type of carrier pipe as specified. Where indicated, place, align, and anchor casing insulators or spacers inside the casing pipe.
- B. Pull or skid pipe into place inside the casing pipe or tunnel liner plate. Lubricants such as flax soap or drilling mud may be used to ease pipe installation. Contractor shall not use petroleum products, such as oil or grease for this purpose.
- C. Perform all required testing and surveying of the carrier pipe prior to performing backfill grouting.

3.09 BACKFILL GROUTING

- A. The annular space between the casing pipe and the carrier pipe shall be completely backfilled throughout the entire length from the low (downstream) end of the pipeline crossing. Seal the low end and place backfill grout until grout is extruded from the opposite end.
- B. The carrier pipe and any other piping or conduits whether temporary or permanent shall be firmly anchored or blocked in place, while maintaining required clearances, to prevent floatation or movement during backfilling operations.
- C. After backfill grouting is completed, seal or plug the ends of the casing pipe with End Seals as required herein.

END OF SECTION

SECTION REF

REFERENCE INFORMATION

33 10 13 - DISINFECTING OF WATER UTILITY DISTRIBUTION

33 10 13 DISINFECTING OF WATER UTILITY DISTRIBUTION

1.00 GENERAL

1.01 WORK INCLUDED

- A. Disinfect the facilities for pumping, storing, or conveying potable water to comply with the standards for potable water of the regulatory agency of jurisdiction. Potable water is defined as any water that has been filtered, disinfected or otherwise treated to the meet regulatory standards (in the water treatment plant this includes the inside surfaces of the filters).
- B. Disinfect piping systems that are used to convey water, solutions, or chemicals to the potable water facilities.
- C. Test water from the disinfected system per regulatory standards to verify that water is acceptable. Repeat procedure if tests do not meet standards.
- D. For critical operations identified in Section 01 35 00 "Special Procedures" the Contractor shall plan and perform the repairs/work in a manner to allow the Bac-T samples to be taken by noon. In accordance with Texas Commission on Environmental Quality (TCEQ) Chapter 290 regulations, disinfection must be performed when repairs are made to existing facilities and before new facilities are placed into service. When it is necessary to return the facility back to service as rapidly as possible, it is acceptable to increase the doses to 500 mg/l and the contact time reduced to 30 minutes. This Project will require the critical operations to be disinfected by 500 mg/l for 30 minutes followed by flushing prior to the sample being taken. The Owner will take the sample and have it tested. Contractor may also take a sample to be tested. Cost for failed tests and all associated re-disinfection, flushing shall be borne by the Contractor. Prior to the 30 minute test time, all new valves shall be fully closed and opened.

1.02 STANDARDS

- A. The Applicable provisions of the following standards apply as written here in their entirety:
 - 1. American Water Works Association (AWWA) Standards:

AWWA B300	Hypochlorites
AWWA B301	Liquid Chlorine
AWWA C651	Disinfecting Water Mains
AWWA C652	Disinfection of Storage Facilities
AWWA C653	Disinfection of Water Treatment Plants

- 2. NSF International (NSF) / American National Standards Institute (ANSI) Standards:

NSF/ANSI Standard 60	Drinking Water Treatment Chemicals – Health Effects
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1.03 QUALITY ASSURANCE

- A. Demonstrate that :

1. Disinfection Chemicals are in compliance with AWWA B300 or AWWA B301 and AWWA C651, AWWA C652 or AWWA C653.
2. Disinfection Chemicals are in compliance with NSF/ANSI Standard 60.

1.04 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:
 1. Shop Drawings: Manufacturer’s data sheet demonstrating compliance with appropriate AWWA/NSF/ANSI Standards for materials not listed in the approved manufacturers list in Part 2.00 - Materials Article.
 2. Record Data: Materials to be used from the approved manufacturers listed in Part 2.00 – Materials Article.

2.00 PRODUCTS

2.01 MATERIALS

- A. Liquid Chlorine: Meeting the requirements of AWWA B301 and NSF/ANSI Standard 60 certified for use in potable water systems.
- B. Calcium or Sodium Hypochlorite: Meeting the requirements of AWWA B300 and NSF/ANSI Standard 60 Certified for use in potable water systems.
- C. Calcium hypochlorite intended for use in swimming pools will not be accepted (AWWA C651 Item 4.1.3).
- D. Approved Manufacturers:
 1. AllChem Performance - Chlor Mor Cal Shock.
 2. Arch Chemicals - Dry Tec Granular.
 3. Brentag Southwest Inc. - Sodium Hypochlorite, 12.5%.
 4. Alliance Chemical - Sodium Hypochlorite, 10-15%.
 5. Olin Corporation - Sodium Hydrochlorite Solution.
 6. Approved equal.

3.00 EXECUTION

3.01 NEW FACILITIES

- A. New facilities shall be thoroughly disinfected in accordance with AWWA C651 - Disinfecting Water Mains, AWWA C652 - Disinfection of Storage Facilities, and AWWA C653 - Disinfection of Water Treatment Plants, and then flushed and sampled before being placed in service. Samples shall be collected and tested in accordance with the TCEQ Rules and Regulations, Chapter 290.
- B. During construction keep basins, pipe, fittings, equipment, and appurtenances free from dirt and debris.

1. Clean basins thoroughly before disinfection.
 2. Seal the open ends of pipe with water-tight plugs when pipe is not being laid.
 3. Pump water from trenches before removing the plug when water accumulates in the trench.
- C. Complete hydrostatic test of the line prior to disinfection.
- D. Wash the surfaces to be disinfected.
1. Flush pipelines. The minimum quantity of water used for flushing must exceed the capacity of the line to ensure that clean water has traversed the entire length of pipe.
 2. Power wash the surfaces of basins and reservoirs using high pressure wash systems.
- E. Disinfect facilities per the following procedures of AWWA:
1. Water Mains: AWWA C651 - latest revision.
 2. Water Storage Facilities: AWWA C652 - latest revision.
 3. Water Treatment Plants: AWWA C653 - latest revision.
- F. Fill the system with potable water. Test the water to see that it meets the requirements of the regulatory agency of jurisdiction for potable water. Monitor the system for 2 days. If water test fails to meet the prescribed standards, repeat the disinfection process until water meets quality standards for disinfection.

3.02 REPAIRS OR CONNECTIONS TO EXISTING LINES

- A. Clean and sterilize the interior surfaces of new piping, fittings, equipment, and appurtenances to be installed in an existing potable water system or connected to an existing system.
- B. Clean and sterilize the existing pipe or facilities for a minimum distance of 3 pipe diameters back from the ends of the pipe. Plug the ends of the line when work is not being performed on the pipe.
- C. Perform sterilization by swabbing each item with a concentrated chlorine solution.
1. Each piece is to be disinfected prior to being assembled for installation in the existing pipe.
 2. Disinfect each piece just prior to assembly to help prevent re-contamination.
 3. Plug the ends of the assembly until a new item is to be added to the assembly.
 4. Store disinfected materials on blocks to prevent contact with the ground.

3.03 DISPOSAL OF FLUSHING AND DISINFECTION WATER

- A. Chlorinated water used in flushing and disinfecting pipelines, storage tanks, or vessels prior to connection to the distribution system shall be disposed of by the Contractor in an acceptable manner. Chlorinated water must be "de-chlorinated" prior to disposal to eliminate adverse impacts to the surrounding environment. Water released to the environment shall meet all AWWA, EPA, and TCEQ regulatory requirements.

1. Contractor is responsible for complying with all of the applicable requirements of the TPDES General Permit TXG670000, issued by the TCEQ, regarding the discharge of hydrostatic test water. Maximum discharge chlorine concentration for compliance is 0.10 mg/l. Discharges within the Edwards Aquifer recharge area must meet special requirements under the terms of the General Permit. Contractor compliance is required.
 2. Residual chlorine concentrations may be reduced using sulfur dioxide, sodium bisulfite, sodium sulfite, sodium thiosulfate, or ascorbic acid.
 3. The discharge must be to a splash pad or paved area, and may not be located within 300 feet of the intake for a domestic drinking water supply or 500 feet of any public or private water well.
 4. An effluent water sample must be taken during the first hour of discharge at a location immediately near the point of discharge, and collected prior to commingling with storm water, wastewater, or other flows.
 5. For discharges that extend beyond an hour in duration, a second sample must be taken of the last 10 percent of the effluent.
 6. Sampling protocol, sample containers, holding times, preservation methods, and analytical methods must follow the requirements set forth in the general permit.
 7. The effluent grab sample(s) must be analyzed for total residual chlorine by an accredited and certified laboratory.
 8. Any noncompliance that endangers human health or safety, or the environment must be reported to the TCEQ in accordance with the general permit.
 9. Any effluent violation which deviates from the permitted effluent limitation by more than 40 percent must be reported to the TCEQ in accordance with the general permit.
 10. Contractor must record all hydrostatic test water sample results on an approved Discharge Monitoring Report (EPA Form 3320-1). These monitoring records shall be retained for a period of 3 years from the date of the record and be readily available for review by the TCEQ upon request.
- B. With the written permission of the Owner of the system, chlorinated water may be disposed of in a sanitary sewer system if one is available. In the case of larger pipelines and the larger volumes of water involved, the Contractor will not be permitted to use the sanitary sewer system for disposal even if one is available.

END OF SECTION

SECTION REF

REFERENCE INFORMATION

33 05 05.31 - HYDROSTATIC TESTING

33 05 05.31 HYDROSTATIC TESTING

1.00 GENERAL

1.01 WORK INCLUDED

- A. Hydrostatically test new pipe between valves or plugs at the pressure and for the duration specified.
- B. Additional plugs may be installed to reduce the length of each test section. No additional compensation will be paid if additional plugs are used.
- C. Provide a pressure reducing backflow preventer and all temporary piping, pumping, fittings and gauges required to fill, test and then drain the pipe.
- D. Do not begin test until pipe has been backfilled for at least 7 days.

1.02 SUBMITTALS

- A. Submit detailed hydrostatic test procedure 10 days prior to conducting the test.
- B. Submit Hydrostatic Pipe Test Reports.

1.03 STANDARDS

- A. The applicable provisions of the following standards shall apply as if written here in their entirety:

1. ASTM International (ASTM):

ASTM F2164	Standard Practice for Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure
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2. American Water Works Association (AWWA):

AWWA C200	Steel Water Pipe, 6 In (150 mm) and Larger
AWWA C600	Installation of Ductile-Iron Mains and Their Appurtenances
AWWA C604	Installation of Buried Steel Water Pipe – 4 In. (100 mm) and Larger
AWWA C605	Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings
AWWA M9	Concrete Pressure Pipe
AWWA M11	Steel Pipe – A Guide for Design and Installation
AWWA M23	PVC Pipe – Design and Installation
AWWA M41	Ductile-Iron Pipe and Fittings
AWWA M55	PE Pipe – Design and Installation

2.00 PRODUCTS

2.01 WATER FOR TESTING

- A. Obtain water for filling and testing the pipeline and provide all temporary pumps and piping necessary to fill the pipeline.
- B. If chlorinated water is used, then dechlorinate it before disposal per all regulations.

3.00 EXECUTION

3.01 GENERAL

- A. Perform hydrostatic test in accordance with this Section, AWWA Standards, AWWA Manuals, and the supplier's recommendations.

3.02 TEST PRESSURE

- A. 0.9 to 1.5 of the working pressure for PVC and HDPE.

3.03 TEST PREPARATION

- A. Fill pipe at 0.5 feet per second in the main pipe.
- B. Verify all air valves are working and air is vented from temporary taps. Plug taps after test.
- C. Examine bulkheads, valves, manholes, flanges, and connections for leaks during this period. Stop any leaks before continuing.
- D. If an existing valve is in the test section, then coordinate with the Construction Manager to determine an approved method for measuring any leakage past the valve. Furnish all necessary equipment and include the cost for this effort in the Contract Price.

3.04 TEST DURATION

- A. Test the test section for 4 hours.

3.05 EXAMINATION UNDER PRESSURE

- A. Protect the gauge from direct sunlight during the test.
- B. Inspect the pipe during the test to locate any leaks or breaks, defective joints, cracked or defective pipe, fittings, or valves. Correct defective Work identified during the pressure test.
- C. Correct all identified leaks even if leakage is within the parameters for permissible make up water.
- D. Test the pipe again after defective Work has been corrected. Repeat the test and correction of defective Work until satisfactory test results are obtained.

3.06 PERMISSIBLE MAKEUP WATER

- A. Measure make up water. Make up water is the amount of water added to the test section to maintain the pressure within 5 psi of the specified test pressure.

- B. The maximum acceptable volume of makeup water for gasketed pipe is 1 gallon per inch of pipe diameter per mile of pipe tested per day.

3.07 CORRECTIONS OF DEFECTS

- A. Repair any defective joints, cracked or defective pipe, fittings, or valves discovered in performance of this pressure test with sound material meeting the requirements of the Contract Documents and repeat the test until satisfactory results are obtained. Repair all noticeable leaks even if the actual leakage is within the allowable limits.
- B. Remove water from pipeline upon completion of the hydrostatic test.

END OF SECTION

SECTION REF

REFERENCE INFORMATION

32 93 00 - TREES, SHRUBS, AND GROUND COVER

32 93 00 TREES, SHRUBS, AND GROUND COVER

ARTICLE 1: GENERAL

1.01 WORK OF THIS SECTION

- A. The Drawings, Standard General Conditions of Contract, Supplementary Conditions and Division 01 Specification Sections apply to Work of this Section.

1.02 DESCRIPTION

- A. Trees, Shrubs, Perennials, Ground Cover, Soil Amendments, Incidental Products and Installation Procedures.
- B. Guarantee and Maintenance.

1.03 DEFINITIONS

- A. AAN: American Association of Nurserymen.
- B. Owner: Owner, Owner's Representative, or designated consultant employee.

1.04 QUALITY ASSURANCE

- A. Contractor Qualifications: Minimum of 3 years of experience on projects of similar characteristics and size.
- B. Reference Standards:
 - 1. American Joint Committee of Horticultural Nomenclature: Standardized Plant Names, Second Edition, 1942.
 - 2. American Association of Nurserymen, Inc., American Standard for Nursery Stock, 1986 (ANSI Publication Z60.1-1986).
 - 3. Official Method of Analysis of the Association of Official Analytical Chemists (AOAC).
- C. Substitution:
 - 1. Install substitutions only upon written approval of the Owner.
 - 2. Submit substitutions possessing same characteristics as plant or material indicated.
 - 3. Do not substitute plants of less cost than plant indicated.
 - 4. Where larger plants are substituted by Contractor, substitute plants of greater value without any additional cost to Owner.
- D. Quality Control:
 - 1. Contractor shall be responsible for all material shown on Drawings. Submit documentation to the Owner with bid that all plant material is available. Any and all substitutions due to unavailability must be requested in writing and submitted with bid. All plants shall be subject to inspection and approval by the Owner at place of growth or upon delivery to the Site for conformity to the Specifications. Such approval shall not impair the right of inspection and rejection during progress of the Work.

2. The Contractor shall submit specifications of any item being used on-site upon the request of the Owner.
3. At least one plant of each species delivered to the Site will have an identification tag from the supply nursery showing common and botanical plant names. Do not remove tag until after final inspection.

1.05 SUBMITTALS

A. Certificates:

1. Test Reports: Submit certification of fertilizer analysis with invoice.
2. File certificates with Owner prior to material acceptance.

B. Manufacturer's Product Literature, as Applicable.

C. Maintenance Instructions: Submit written maintenance schedule for maintaining plant material after completion of job to Owner before the final inspection.

1.06 PRODUCT DELIVER, STORAGE AND HANDLING

A. Preparation for Delivery:

1. Pack plant material to protect against climatic, seasonal, and breakage injuries during transit.
2. Securely cover plant tops with tarpaulin or canvas to minimize windwhipping and drying. Use anti-desiccant only upon approval of Owner.
3. Pack and ventilate to prevent sweating of plants during transit by rail. Give special attention to insure prompt delivery and careful handling to point of delivery at planting job site.

B. Delivery:

1. Deliver fertilizer and soil amendments to Site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trademark and conformance to State law.
2. The Contractor shall furnish the Owner with two copies of receipts for all amendments specified herein.
3. Deliver all plants with legible identification labels.
4. Protect plant material during delivery to prevent damage to root ball or desiccation of leaves.
5. The Contractor shall notify the Owner 10 days in advance of delivery of all plant materials and shall submit an itemized list of the plants in each delivery.

C. Storage:

1. Protect roots of plant material from drying or other possible injury with soil or acceptable material.
2. Store plant material in an area which is shaded and protected from the weather.

3. Maintain and protect plant material not to be planted immediately upon delivery in a healthy, vigorous condition.
4. Erect temporary fence and store material inside in manner approved by Owner.

D. Handling:

1. The Contractor is cautioned to exercise care in handling, loading, unloading and storing of plant materials. Plant materials that have been damaged in any way will be discarded and if installed, shall be replaced with undamaged materials at the Contractor's expense.
2. Do not drop plants.
3. Do not pick up container or balled plants by stem or trunks.
4. Lift and handle balled plants from bottom of ball.

1.07 JOB CONDITIONS

A. Protection: Before excavations are made, take precautionary measures to protect lawn areas driven over by vehicles and where soil is temporarily stacked.

B. Scheduling:

1. Perform actual planting only when weather and soil conditions are suitable in accordance with locally accepted practice.
2. Install trees, shrubs, perennials and ground cover plants prior to lawn installation.
3. Coordinate special scheduling with Landscape Irrigation Contractor.

1.08 SAMPLES AND TEST

A. Owner reserves the right to take and analyze samples of materials for conformity to specifications at any time.

B. Contractor shall furnish samples upon request by Owner. Rejected materials shall be immediately removed from the Site at Contractor's expense. Cost of testing of materials not meeting specifications shall be paid by Contractor.

1.09 GUARANTEE AND MAINTENANCE

A. Final Acceptance:

1. The Contractor shall request final acceptance in writing 10 days before the anticipated date.
2. Planting type, size and number shall be approved by the Owner as being in accordance with the Drawings and Specifications.
3. Any plant required under this Contract that is dead, or injured, diseased, or not true to its name or size as determined by the Owner shall be immediately removed from the Site and replaced at no additional cost to the Owner.

B. Guarantee and Replacement:

1. Guarantee plant materials to be in a healthy, vigorous and attractive growing condition for a period of 1 year for shrubs, perennials, ground cover and trees. Guarantee shall begin immediately upon final acceptance by the Owner.
 2. During the guarantee period, replace plants which die, become diseased or unhealthy, or are otherwise found to be in a poor condition, as determined by the Owner, at no additional expense to the Owner.
 3. The guarantee will not apply to damage or injury to plant materials caused by vandalism, vehicles and storms.
 4. Replace guaranteed plants within 15 days of written notification by the Owner.
- C. Maintenance Period:
1. Maintain all planting areas until receipt of written final acceptance by the Owner.
 2. All replacement of plant material during maintenance and guarantee period shall be with original size and planting mixture as shown on the Drawings.
 3. Repair all damages to plants and/or lawns at no additional expense to the Owner.
 4. Maintenance shall consist of but not be limited to:
 - a. Weeding.
 - b. Watering.
 - c. Pruning (as directed by the Landscape Architect).
 - d. Spraying.
 - e. Fertilizing.
- D. Final Inspection: At this inspection, all plants must be in a healthy growing condition, weed free, pruning complete and staking and guying secure. Acceptance shall follow upon meeting these requirements.

1.10 SITE OR FIELD VISITS BY THE LANDSCAPE ARCHITECT

- A. The Landscape Architect will visit the Site once to examine plant materials for type, size and character specified. The Landscape Architect will also visit the Site once to examine installed plant materials.
- B. Should additional trips be required due to rejection of plant materials or improper or inadequate completion of the Work, the cost of additional trips will be paid for by the Contractor. Such costs will include the Landscape Architect's time, travel, meals and other miscellaneous related expenses.

ARTICLE 2: PRODUCTS

2.01 MATERIALS

- A. Plant Material (See Drawings for Type and Size):
 1. Plants shall conform with State of Texas Regulations for nursery inspections, rules and rating. All plants shall have a normal habit of growth and shall be sound, healthy, vigorous and free of insect infestations, plant diseases, sunscalds, windburn, knots,

injuries, fresh abrasions of the bark, excessive abrasions, or other objectionable disfigurements. Tree trunks shall be sturdy and have well “hardened” systems and vigorous and fibrous root systems which are not root or pot-bound. In the event of disagreement as to condition of root system, the root conditions of the plants furnished by the Contractor in containers will be determined by removal of earth from the roots of not less than two plants nor more than 2 percent of the total number of plants of each species or variety. Where container-grown plants are from several sources, the roots of not less than two plants of each species or variety from each source will be inspected. In case the sample plants inspected are found to be defective, the Owner reserves the right to reject the entire lot or lots of plants represented by the defective samples. The Owner is the sole judge as to acceptability. Any plants rendered unsuitable for planting because of this inspection will be considered as samples and will be provided at the expense of the Contractor.

2. The size and shape of the plants will correspond with that normally expected for species and variety of commercially available nursery stock or as specified on Drawings. The overall shape and the minimum acceptable size of all plants measured before pruning with the branches in normal position shall conform with the AAN Standards. Plants larger in size than specified may be used with the approval of the Owner, but the use of larger plants will cause no change in Contract Price. If the use of larger plants is approved, the ball of earth or spread of roots for each plant will be increased proportionately.
3. All plants not conforming to the requirements herein specified shall be considered defective and such plants, whether in place or not, shall be marked as rejected and immediately removed from the Site and replaced with new plants at the Contractor’s expense.
4. Pruning: Trees or plant materials shall be pruned or trimmed prior to delivery. Any alteration of their shape shall be conducted only with the approval and when in the presence of the Owner. In no case will the removal of branch leaders (TIPS) be permitted.
5. Plant material shall be true to botanical and common name and variety.
6. Nursery Grown and Collected Stock:
 - a. All plant material shall be nursery grown stock except as noted on the Drawings or as approved in writing by the Landscape Architect.
 - b. Grown under climatic conditions similar to those in locality of Project.
 - c. Container-grown stock in vigorous, healthy condition, not root-bound or with root system hardened off.
 - d. Use only liner stock plant material which is well established in removable containers or formed homogeneous soil sections.
 - e. If required, provide proof that material was nursery grown. All rejected stock shall be replaced at Contractor’s expense.
7. Trees:
 - a. Single straight trunks unless indicated otherwise.

- b. Trees with weak, thin trunks not capable of support will not be accepted.
 - c. Trees, with a specified trunk caliper of 3 inches or more shall not branch less than 4 feet above finish grade, unless specified as multi-trunk.
- B. Imported Topsoil for Prepared Soil Mixtures:
 - 1. Sandy loam from a source approved by the Owner. 100 percent passing through a 1-inch screen.
 - a. Sand (2000 mm to 0.50 mm): 40 to 50 percent.
 - b. Silt (0.050 mm to 0.005 mm): 30 to 40 percent.
 - c. Clay (0.005 mm and smaller): 10 to 30 percent.
 - 2. Free of subsoil, brush, stumps, roots, organic litter, objectionable weeds, clods, shale, stones 1-inch minimum dimension or larger, or other material harmful to grading, planting, plant growth, or maintenance operations.
 - 3. Presence of vegetative parts of Bermuda grass, Johnson grass, nut grass (*Cyperus rotundus*), and other hard to eradicate weeds or grass will be cause for rejection of topsoil. Contractor must provide written verification as to the absence of such weeds.
- C. Commercial Fertilizer:
 - 1. Uniform composition.
 - 2. Pelletized.
 - 3. Containing following minimum percentage of plant food by weight:
 - a. Available Nitrogen: 10 or 12 percent.
 - b. Available Phosphoric Acid: 10 or 12 percent.
 - c. Available Potash: 10 or 12 percent.
- D. Organic Soil Conditioner: Compost as manufactured by Living Earth Technology (214) 869-4332, or approved equal.
- E. Sharp Sand: Clean, washed sand, fine to coarse sizes, free of clay lumps or other objectionable materials.
- F. Water: Potable, available on-site. Contractor shall furnish temporary hoses and connections as required.
- G. Tree Paint: Morrison Tree Seal, Cabot's Tree Paint, or equal.
- H. Pre-Emergence Herbicide: EPTAM or an approved equal.
- I. Steel Edging: 14 Gauge Ryerson, or an approved equal.
- J. Guying and Staking Materials: Refer to Drawings.
- K. Mulch: Twice-shredded hardwood mulch free of insects, debris, trash, weeds, seeds, and other noxious materials as manufactured by Living Earth Technology (214) 869-4332 or an approved equal.
- L. Controlled Release Fertilizer Tablets: Agriform tablets as manufactured by Sierra Chemical Co.; 21-gram tablets with the following percentages of available nutrients by weight:

1. Nitrogen: 28 percent.
 2. Phosphorus: 8 percent.
 3. Potassium: 4 percent
- M. Peat Moss: Canadian, Dutch or German Spaghnum peat moss. Peat moss shall be delivered in original, unopened and unbroken packages.
- N. Soil Acidifier: Dispersul or an approved equal.

ARTICLE 3: EXECUTION

3.01 INSPECTION

- A. Contractor shall verify that established grades are correct and determine locations of all underground utilities prior to beginning planting.
- B. Contractor shall see that all planting areas are free of all weed and foreign material prior to beginning planting.
- C. Contractor shall inspect trees, shrubs, perennials and ground cover plants for injury, insect infestation, and trees and shrubs for improper size and shape.
- D. Contractor shall not begin planting until deficiencies are corrected, or plants replaced. To begin Work indicates acceptance of site conditions.

3.02 PLANT LOCATIONS AND MEASUREMENTS

- A. Stake outline of planting beds on ground.
- B. Stake locations of trees.
- C. Place shrubs and ground cover in indicated locations.
- D. Notify Owner of discrepancies between plants indicated on the Drawings and the actual conditions prior to planting.
- E. Plant locations will be approved by Owner prior to planting.

3.03 FINAL GRADES

- A. Minor modification to grade may be required to establish the final grade.
- B. Fine grading shall insure proper drainage of the Site as determined by the Landscape Architect.
- C. All areas shall be fine graded so that the finished grades will be 1 inch in lawn and 2 inches in shrub and perennial and groundcover areas, below adjacent paved areas, sidewalks, valve boxes, headers, clean-outs, drains, manholes, etc., or as indicated on Drawings.
- D. Surface drainage shall be away from all building foundations at a 2 percent minimum for 5 feet minimum.
- E. All erosion scars shall be filled and compacted prior to planting installation.
- F. Disposal of any unacceptable or excess soil shall be done at location approved by Owner at the expense of the Contractor.

3.04 EXCAVATION FOR PLANTING

A. Pits:

1. Shape:

- a. Vertical sides and crowned bottom.
- b. Plant pits to be circular.

2. Size for Trees: Two times the width of the root ball and 6 inches deeper than root ball.

3. Size for Shrubs: Two times the width of the root ball and 3 inches deeper than root ball.

B. Perennial and Ground Cover Beds: Excavate existing soil to the depth noted in Paragraph 3.05.

C. Obstructions Below Ground:

1. Remove rock or underground obstructions to depth of 6 inches below bottom of plant ball or root, measured when plant is properly set at the required grade.
2. If underground obstructions cannot be removed, notify Owner for new instructions.
3. Avoid damaging underground utility lines.
4. Repair damage to existing utilities at no additional expense to Owner.

D. Disposal of Excess Soil:

1. Use acceptable excess excavated topsoil for filling holes, pits, and beds as directed by the Owner.
2. Dispose of unacceptable or unused excess soil at an off-site location as directed by the Owner at the expense of the Contractor.

3.05 SOIL PREPARATION

A. Soil Preparation for Shrub, Perennial and Ground Cover Beds:

1. Pre-Plant Weed Control:

- a. If live perennial weeds exist on-site at the beginning of Work, spray with a non-selective systemic contact herbicide, as recommended and applied by an approved licensed landscape pest control advisor and applicator. Leave sprayed plants intact for at least 15 days to allow systemic kill. Apply herbicide in strict accordance with manufacturer's instructions.
- b. Clear and remove these existing weeds by scraping or grubbing off all plant parts at least 1/4 inch below the surface of the soil over the entire area to be planted.

2. Soil Amendment for Ground Cover Beds:

- a. Prior to soil amending, the subgrades shall be 6 inches below finish grade to allow for the following amendments and fertilizer. The layer of soil amendments shall be 4 inches deep, leaving a finish grade 2 inches below the adjacent paved areas. Excavation and/or fill may be required to achieve these grades.

1). Application Rates:

- a). Organic Soil Conditioner: 2-inch deep layer.
- b). Topsoil: 2-inch deep layer.
- c). Fertilizer: 10 lb. per 1000 sq. ft. of bed area.

b. Amendments shall be uniformly spread and thoroughly cultivated, to a light and friable consistency, by means of a mechanical rototiller into the top 2 inches of subgrade which will make a bed of approximately 6 inches total depth of amended soil.

3. Soil Amendment for Shrub Beds:

a. Prior to soil amending the subgrades shall be 10 inches below finish grade to allow for the following amendments and fertilizer. The layer of soil amendments shall be 8 inches deep, leaving a finish grade 2 inches below the adjacent paved areas. Excavation and/or fill may be required to achieve these grades.

1). Application Rates:

- a). Organic Soil Conditioner: 4-inch deep layer.
- b). Topsoil: 4-inch deep layer.
- c). Fertilizer: 10 lb. per 1000 sq. ft. of bed area.

b. Amendments shall be uniformly spread and thoroughly cultivated to a light and friable consistency, by means of a mechanical rototiller into the top 8 inches of subgrade which will make a bed of approximately 16" total depth of amended soil.

4. At time of planting, the top 2 inches of all areas to be planted shall be free of stones, stumps, or other deleterious matter 1 inch in diameter or larger and shall be free from all wire, plaster or similar objects that would be a hindrance to planting or maintenance.

5. Pre-Emergence Herbicide: Prior to planting, apply to shrub, perennial and ground cover beds at rates recommended by manufacturer. Incorporate into top 1/2 inch of soil by handraking.

B. Prepared Backfill for Trees and Large Shrubs:

1. Planting mixture for trees and shrubs (5 gallons and larger) shall consist of the following materials:

- a. Topsoil: 2 parts.
- b. Peat Moss: 1 part.
- c. Sharp Sand: 1 part.

3.06 PLANTING INSTALLATION

A. General:

1. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted practice, or as approved by the Owner.

2. Only as many plants as can be planted and watered on that same day shall be distributed in a planting area.

3. Containers shall be opened and plants shall be removed in such a manner that the ball of earth surrounding the roots is not broken and they shall be planted and watered as herein specified immediately after removal from the containers. Containers shall not be opened prior to placing the plants in the planting area.
 4. Set plants in pits at level shown on the details.
 5. Set plants plumb and rigidly braced in position until planting mixture has been tamped solidly around plant ball.
 6. Thoroughly settle plant by watering and tamping planting mixture.
 7. Rake planting beds level before and after planting.
 8. Thoroughly water trees and shrubs.
 9. Stake and guy all trees according to the details.
- B. Balled Plants:
1. Place in pit on planting mixture that has been hand-tamped.
 2. Place with burlap intact so location of ground line at top of plant ball will be same as prior to digging.
 3. Remove binding at top of ball and lay top of burlap back 6 inches.
 4. Remove any wire from the entire root ball.
 5. Do not pull wrapping from under ball.
 6. Do not plant if ball is cracked or broken before or during planting process or if stem is loose.
 7. Backfill with planting mixture.
- C. Container-Grown Plants:
1. Cut cans on two sides with an acceptable can cutter.
 2. Do not injure root ball.
 3. Carefully remove plants without injury or damage to root balls.
 4. After removing plant, superficially cut edge roots with knife on three sides.
 5. Place in pit on planting mixture that has been hand-tamped prior to placing plant.
 6. Backfill with planting mixture.
- D. Mulching:
1. Cover watering basins or planting beds evenly with a layer of mulch a minimum of 3 inches deep, after settlement.
 2. Water immediately after mulching.
 3. Hose down planting area with a fine spray to wash mulch off of leaves of plants.
- E. Pruning:
1. Prune minimum necessary to remove injured twigs and branches, deadwood, suckers.

2. Do not prune evergreens, except to remove injured branches.
 3. Pruning shall not exceed 1/3 branching structure.
 4. Make cuts flush leaving no stubs.
 5. Paint cuts over 3/4-inch diameter with approved tree-wound paint.
- F. Steel Edging:
1. Install where shown on Drawings.
 2. Install per manufacturer's specifications.
- G. Staking and Guying: Staking of all trees shall be completed immediately after planting as indicated on drawings.
- H. Planting of Ground Covers:
1. Ground cover shall be planted in straight rows and evenly spaced, unless otherwise noted, and at intervals called out in the Drawings. Triangular spacing shall be used unless otherwise noted on the Drawings.
 2. Plantings shall be immediately irrigated after planting until the entire area is soaked to the full depth of each root ball.
 3. Care shall be exercised at all times to protect the plants after planting. Any damage to plants by trampling or other operations of this Contract shall be repaired immediately.
- I. Controlled Release Fertilizer: Provide controlled release fertilizer tablets in accordance with the manufacturer's instructions at the following rates:
1. Shrubs - Less than 5 Gallons: None.
 2. Shrubs - 5 Gallons or Larger: 2 tablets each.
 3. Trees: 1 tablet per 1/2 inch of trunk caliper, measured 1 foot above the top of root ball.
- J. Watering:
1. Water as required when soil moisture is below optimum level for best plant growth.
 2. Coordinate watering with Owner and recommend watering schedule for areas to be watered with landscape irrigation system as well as those to be watered manually.

3.07 CLEANUP

- A. After planting operations have been completed, remove all trash, excess soil, empty plant containers and rubbish from the property. All scars, ruts or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the Site. Contractor shall pick up all trash resulting from this work daily. All trash shall be completely removed from the Site to an approved location.
- B. The Contractor shall wash down all paved areas, leaving the premises in a clean condition.

END OF SECTION

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Jackson Construction, Ltd

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5112 Sun Valley Drive

6 City, state, and ZIP code
Fort Worth, TX 76119

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number										
			-				-			
or										
Employer identification number										
7	5	-	2	6	7	8	5	8	5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <u>10/03/2024</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Andrea Anderson
Purchasing Agent
141 West Renfro
Burleson, TX 76028
817-426-9847

ADDENDUM 1:
ITB 2024-026 Alsbury Blvd Widening Phase 1B

Any interpretations, corrections or changes to this ITB and Specifications will be made by addendum, unless otherwise stated. Submitting companies shall return and acknowledge receipt of all addenda when replying to this bid.

1. Is there going to be any street lights that needs to be moved or installed? Power poles?
No.
2. What is the estimated start and completion date for when this work should begin and be completed by?
Start- January 2025
End- November 2025

A signed copy of this addendum MUST be signed and included in any submittal that will be considered for award.

Jackson Construction, Ltd.
Company Name

Troy L. Jackson 
Authorized Representative

 President
Print Signature and Title

10/03/2024
Date

817-572-3303
Phone

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:
 2024-1230177

Date Filed:
 10/23/2024

Date Acknowledged:

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

Jackson Construction, Ltd.
 Fort Worth, 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.

ITB 2024-026
 SW Alsbury Boulevard Widening - From CR920 to Candler Street (PH 1B) City Project No ST2302

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jackson, Troy	Fort Worth , TX United States	X	
	Jackson, Larry	Fort Worth , TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Carmen Estep, and my date of birth is [REDACTED].

My address is 5112 Sun Valley Drive (street), Fort Worth (city), TX (state), 76119 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 23rd day of October, 2024 (month) (year).



 Signature of authorized agent of contracting business entity (Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: November 4, 2024

SUBJECT:

Consider approval of an agreement for crossing modification, signal modification and bore permit agreements with BNSF railroad for modifications to the Alsbury Boulevard railroad crossing and payment of associated fees of in the amount of \$550,876. (*Staff Presenter: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) project includes the construction of the outside lanes of Alsbury Boulevard. This increase in pavement width necessitates modifications to the existing BNSF railroad crossing. Specifically, the crossing will be reconstructed with an additional 4 panels being added. Additionally, the signal system will be modified to accommodate the increased pavement width.

Also, included in the project is water line construction to extend the existing 16" water line to the west side of the crossing.

RECOMMENDATION:

Approve execution of railroad crossing modification, signal modification and bore permit agreements approve payment of associated fees for the agreements and permit.

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

- 11/09/15 – Council awarded construction contract for Phase 1A
- 10/17/22 – Council awarded design contract to Freese and Nichols to design Phase 1B.

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted: Y
Fund Name: Street Bond Fund
Full Account #s: 4023101-70020
Amount: \$545,880.00
Project No.: ST2302

Budgeted: Y
Fund Name: Water/Sewer Construction Fund
Full Account #s: 5203101-70020
Amount: \$4,996.00
Project No.: ST2302

STAFF CONTACT:

Eric Oscarson, Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) ST2302

November 4, 2024



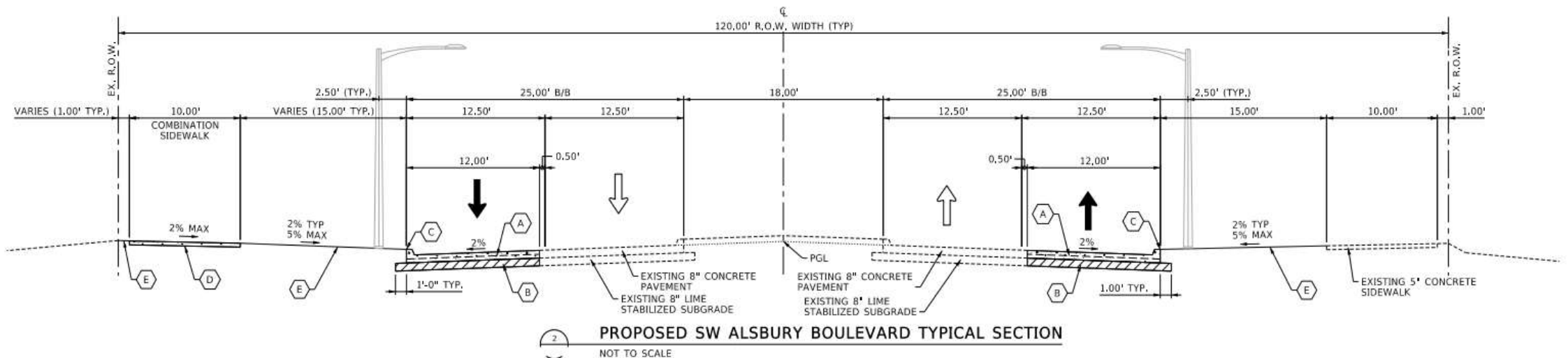
Project Items

- Construction Contract
- BNSF Agreement
- Oncor Agreement
- Materials Testing Contract



Project Overview

- Construction of outside lanes and north side 10 ft. shared use path
- BNSF railroad modifications to crossing and signals
- Water line extension beneath BNSF railroad for future development
- Modifications to existing storm drain system with recessed curb inlets
- Irrigation and landscaping improvements consisting of Southern Live Oak and Shumard Red Oak parkway trees



Construction Bid Summary

- Invitation to bid issued with 10 submissions received
 - Low Bid: \$2,672,529.00
 - High Bid: \$3,587,882.65
- Staff Recommends:
 - Award to Jackson Construction, Ltd. (Low Bidder)
 - Contract: \$2,672,529.00
 - Contingency Fund: \$267,253.00
 - Total: \$2,939,782.00



Contract Funding Summary

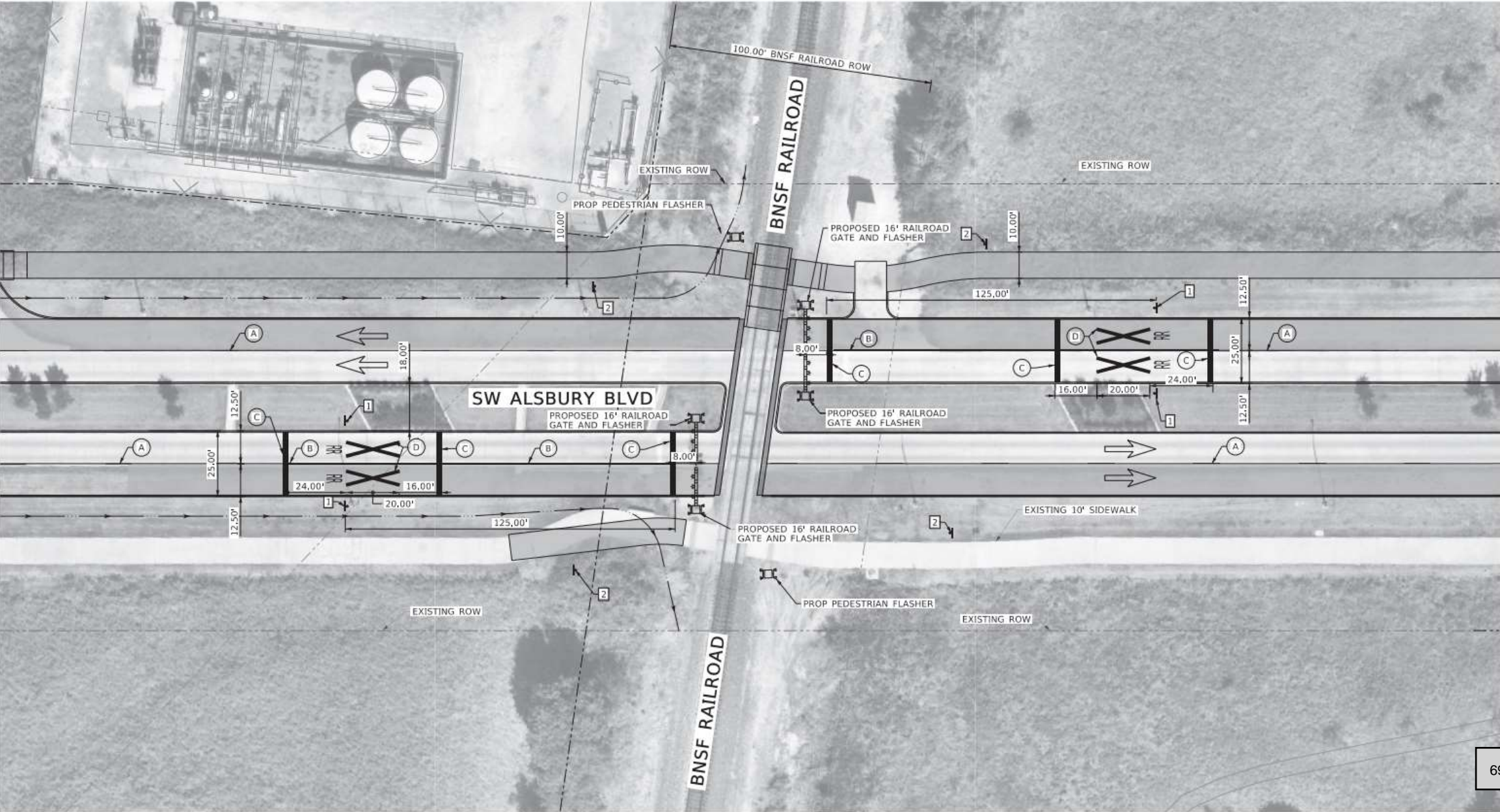
- \$2,639,782.00 Street Bonds
- \$300,000.00 Water/Sewer Construction Fund

BNSF Agreement

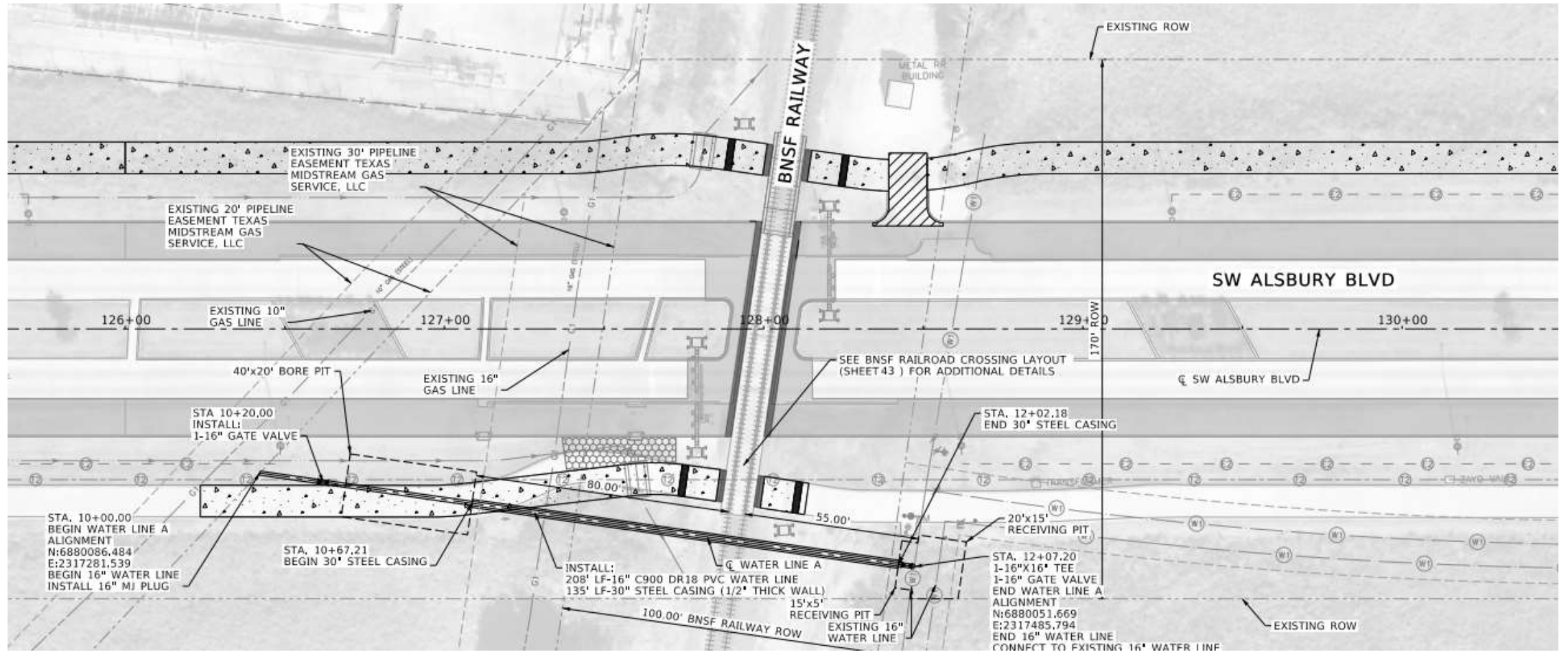
BNSF Agreement

- The SW Alsbury Boulevard Widening from Hulen St. to Candler Street (Phase 1B) Project will require modifications to the BNSF railroad crossing and signals to accommodate the increased width of pavement.
- The modifications include the addition of 4 crossing panels to accommodate the increased pavement width. The relocation of the existing crossing arms and addition of two new crossing arms to cover the two lanes in each direction.
- The plans for the Alsbury project were sent to BNSF review and design of the necessary crossing modifications and permitting.
- In addition, a permit is required for the installation of a 16" water line under the railroad. The Alsbury plans were also sent to the utility permitting section of BNSF.
- Railroad crossing markings are included in Alsbury construction contract.

Plan for BNSF crossing modifications



Plan for water line bore at BNSF crossing



Summary of BNSF costs

- Crossing modification \$231,177.00
- Signal modifications \$314,733.00
- Water line bore permit \$ 4,966.00

Total \$550,876.00

Funding

- \$545,880.00 Street Bond Fund
- \$4,966.00 Water/Sewer Construction Fund

Oncor Agreement

Oncor Agreement

- Remove overhead electric power lines
- Bury 3500' of PVC Conduit
- Install 3500' of 3 phase electric

- Total Cost – \$547,411

- Funding: \$547,411 Street Bond Fund

Funding Background

- Certificate of Obligation – Issued August 2024
 - \$1,165,055 – Street Bonds
- Reimbursement Resolution – November 2024
 - \$3,500,000 – Street Bonds
- Certificate of Obligation – Prior Issuance
 - \$304,966 – Water Bonds

- Total Available Funding - \$4,970,021

Project Timeline



Recommended Council Action

Approve a bid award to Jackson Construction, Ltd. for the SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) project in the amount of \$2,672,529.00 with a project contingency of \$267,253.00.

Recommended Council Action

Approve of a BNSF agreement for modification to Alsbury crossing, bore permit and payment of fees totaling \$550,876.00

Recommended Council Action

Approve of an Oncor agreement for undergrounding of electrical infrastructure totaling \$547,411.

Questions / Discussion

Eric Oscarson, Deputy City Manager

eoscarson@burlesontx.com

817-426-9837



Contract Number: BF-20431191

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF-20431191
Mile Post: 330.660
Line Segment: 7500
U.S. DOT Number: 020664T
Fort Worth Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of the date last signed ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**") and **CITY OF BURLESON, TEXAS**, a political subdivision of the State of Texas ("**Agency**").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Burleson and Johnson County, State of Texas;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to modify the SW ALSBURY BOULEVARD at-grade crossing, located at BNSF Line Segment 7500 and Milepost 330.660 and designated by D.O.T. No. 020664T, by reconstructing the roadway approaches, constructing new sidewalks, and installing railroad crossing signals and activation equipment within the existing roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein;

WHEREAS, the Agency also desire BNSF to install a new crossing surface at SW ALSBURY BOULEVARD with a new concrete and rubber crossing surface;

WHEREAS, the Agency is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at SW ALSBURY BOULEVARD.

WHEREAS, the BNSF agrees to purchase and install, at Agency's sole expense, the crossing signal equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.



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NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

- 1) The term "**Project**" as used herein includes any and all work related to the construction of concrete curbing, concrete pavement, proposed and existing sidewalks and pavement markings on the roadway approaches by the Agency and installation of crossing signals/activation equipment/new crossing surfaces by BNSF at U.S. D.O.T No. 020664T, (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1) BNSF hereby grants to Agency, their successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to enter upon and use the portion of BNSF's right-of-way as is necessary to reconstruct and widen and thereafter maintain, the Crossing as described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
 - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
 - B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;
 - C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.



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The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) twelve (12) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Crossing only and shall not be used by Agency for any other purpose. Agency acknowledge and agree that Agency shall not have the right, under the Temporary Construction License, to use the Crossing for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

- 2) BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Crossing across or upon the portion of BNSF's right-of-way described further on Exhibit A, attached hereto and incorporated herein, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
 - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
 - B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;
 - C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) twelve (12) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Crossing only and shall not be used by Agency for any other



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purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Crossing for any other purpose than construction. In the event Agency is evicted by anyone owning or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

- 3) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit B attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit B. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit B not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:
- A. Procurement of materials, equipment and supplies necessary for the railroad work;
 - B. Preliminary engineering, design, and contract preparation;
 - C. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
 - D. Furnishing engineering and inspection as required in connection with the construction of the Project;
 - E. Provide and place asphalt beneath the track(s) to provide further sub-grade stability prior to BNSF installing new concrete crossing surfaces;
 - F. Installation of one 128-foot concrete crossing surface for the roadway and proposed sidewalks on the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalks;



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- G.** Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A;
- H.** Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.
- 4)** BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.
- 5)** Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.
- 6)** BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
- 7)** During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit B. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and



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any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

- 1) Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof.
- 2) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
- 3) Agency must acquire all rights of way necessary for the construction of the Project.
- 4) Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
- 5) Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
 - A. Design and Construction of SW ALSBURY BOULEVARD;
 - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - C. Installation of advance warning signs in accordance with the MUTCD;
 - D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - E. Provide suitable drainage, both temporary and permanent;



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- F. Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment;
 - G. Construct asphalt/concrete roadway surface on approaches to the track. Roadway surface will match elevation of the railroad track crossing surface(s) and remain level to a point at least nine (9) feet from centerline of track;
 - H. Construct concrete shoulder curbing. Concrete curbing must terminate 10 feet minimum and 12 feet maximum from centerline of the railroad track and provide a 16-foot minimum curb-cut in the northeast corner for the proposed 12-foot wide railroad access driveway to the Railroad Crossing Control Signal House, located 25 feet from nearest rail on track, as shown on Exhibit A;
 - I. Construct concrete sidewalk surface on approaches to the track. Sidewalk concrete pavement must terminate 6 feet minimum from centerline of the railroad track. An asphalt expansion joint, 1 foot minimum width, must be placed between the end of sidewalk pavement and the edge of railroad concrete crossing panel. Sidewalk surface will match elevation of the railroad track crossing surface(s) and remain level to a point at least 17 (17) from centerline of track. Detectable Warnings must be installed on each sidewalk approach to the crossing, must extend across the full width of the sidewalk, provide a 2'-0" minimum depth, and be located 12'-0" minimum from the outside rail in the track.
 - J. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 6) The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.
- 7) The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.
- 8) The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.



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- 9) The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 10) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFcontractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 11) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
- 12) Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:
 - A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Contractor will be responsible for contacting BNSF's Roadmaster (Tim Jansante, mobile # 682-216-5302 and Timothy.Jansante@bnsf.com) and BNSF's Signal Supervisor (Ryan Johnson, mobile # 507-217-0718 and Ryan.Johnson2@bnsf.com) and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.



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- B. Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the Agency or BNSF until these items are completed.
 - C. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
 - D. In addition to the liability terms contained elsewhere in this Agreement, the Contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**
- 13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.
- 14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:
- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;



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- B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
 - C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and
 - D. If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
 - E. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 90 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- 15) Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.**
- 16) TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION,**



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SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE CROSSING BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

ARTICLE IV – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

- 1)** All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.



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- 2) The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.

- 3) Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
 - A. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Errick Thompson



Contract Number: BF-20431191

Director of Public Works
725 SE John Jones Road
Burleson, TX 76028-4296
Email: EThompson@burlesontx.com

- 4) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Errick Thompson for appropriate corrective action.
- 5) Pursuant to this section and Article II, Section 6 herein, Agency must, out of funds made available to it for the construction of the Project", reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
- 6) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 7) The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number: BF-20431191 and D.O.T. Crossing No. 020664T and must state the time that construction activities will begin.
- 8) In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:



Contract Number: BF-20431191

- A. Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the SW ALSBURY BOULEVARD roadway and sidewalks.
- B. Agency will maintain the elevation of the SW ALSBURY BOULEVARD roadway and sidewalk approaches to match the elevation on the railroad track crossing surfaces.
- C. Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
- D. Agency will do nothing and permit nothing to be done in the maintenance of the GILMER STREET roadway and sidewalks, which will interfere with or endanger facilities of BNSF.
- E. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- F. BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition.
- G. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- H. If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.



Contract Number: BF-20431191

- I. If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable Agency at the time of such replacement is warranted.
- 9) Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 10) Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Texas and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.
- 11) The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 12) In the event construction of the Project does not commence within two (2) years of the Effective Date, this Agreement will become null and void.
- 13) Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 14) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable



Contract Number: BF-20431191

law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

15) This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

16) Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects
 4200 Deen Road
 Fort Worth, TX 76106-3099

Agency: Director of Public Works
 725 SE John Jones Road
 Burleson, TX 76028-4296

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20431191

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

AGENCY

CITY OF BURLESON, TEXAS

By: _____

Name & Title: _____

ATTEST:

By: _____

Name & Title: _____

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

(Agency signature page)



Contract Number: BF-20431191

BNSF

BNSF RAILWAY COMPANY

By: _____

Printed Name: Craig Rasmussen

Title: AVP Engineering Services & Structures

Accepted and effective: _____

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(BNSF signature page)

GENERAL NOTES:

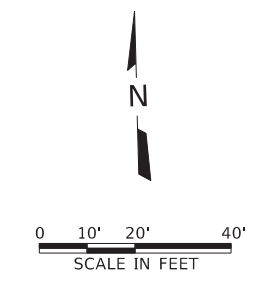
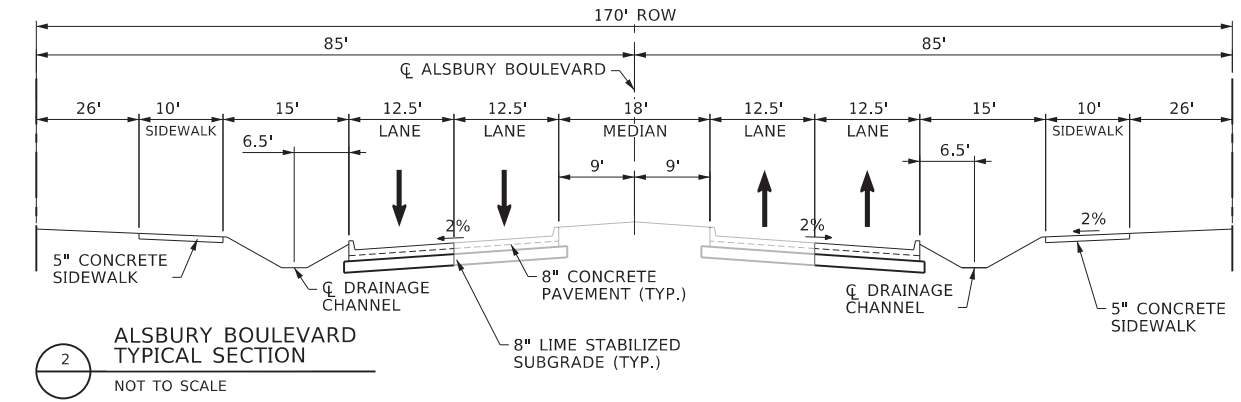
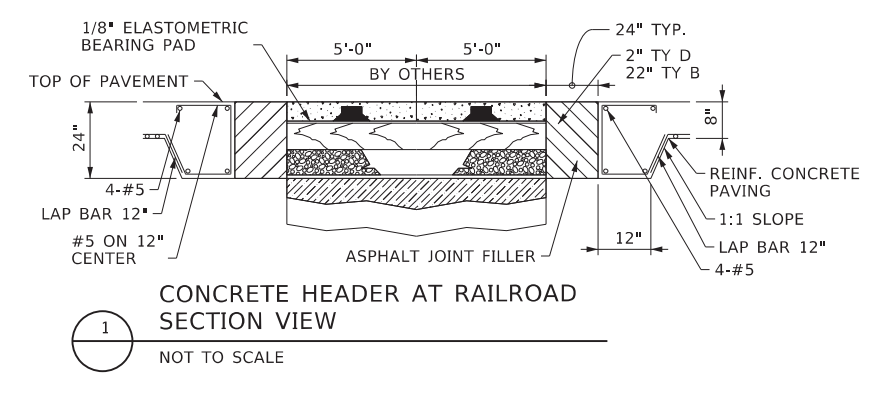
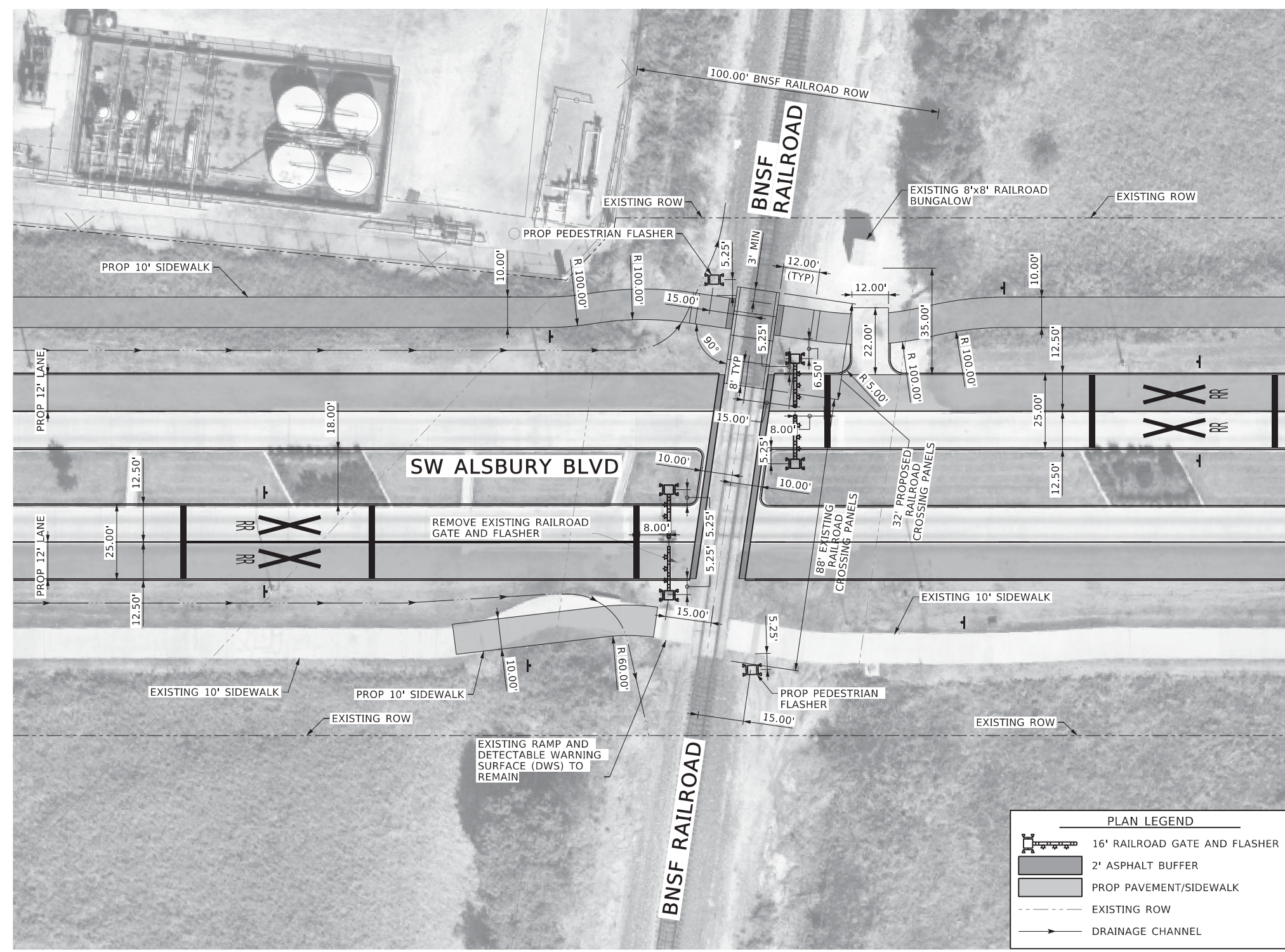
1. SIGNAL CIRCUITS ARE DESIGNED TO GIVE 20 SECONDS MINIMUM WARNING TIME PRIOR TO THE ARRIVAL OF THE FASTEST TRAIN AT THIS CROSSING.
2. THE RAILROAD OR ITS CONTRACTOR WILL MODIFY THE EXISTING TWO QUADRANT GATE SYSTEM TO INCLUDE 2 MEDIAN GATES.
3. THE CITY OR ITS CONTRACTOR WILL FURNISH AND INSTALL CONCRETE HIKE/BIKE PATH AND DETECTABLE WARNING.
4. THE CITY AGREES TO TRIM AND MAINTAIN TREES AND VEGETATION FOR ADEQUATE VISIBILITY OF THE CROSSING SIGNALS AND ADVANCE WARNING SIGNS.
5. THE RAILROAD OR ITS CONTRACTOR WILL REPLACE TIES, RAIL, INSTALL CONCRETE CROSSING SURFACE, AND STABILIZE THE TRACK WITH ON TRACK SURFACING EQUIPMENT AT THE CITY'S EXPENSE. THE CROSSING SURFACE MUST EXTEND A MIN. OF 3' BEYOND EDGE OF SIDEWALK AND/OR STREET.
6. ALL WORK PERFORMED BY THE CITY OR ITS CONTRACTOR WITHIN 25' OF TRACK WILL REQUIRE RAILROAD FLAGGER AT THE CITY'S EXPENSE.
7. THE CITY OR ITS CONTRACTOR WILL INSTALL ALL SIGNS AND PAVEMENT MARKINGS PER TXMUTCD STANDARDS.

LAYOUT NOTES:

1. SIDEWALK MUST PROVIDE 5' MIN. OFFSET CLEARANCE FROM CENTERLINE OF PROPOSED RAILROAD CROSSING SIGNAL FOUNDATIONS.
2. SIDEWALK TO INTERSECT TRACK AT 90° AND MAINTAIN TOP-OF-RAIL ELEVATION & ALIGNMENT FOR A MINIMUM DISTANCE OF 17' FROM NEAR RAIL OR 3' IN ADVANCE OF DETECTABLE WARNING.
3. DETECTABLE WARNINGS SHALL BE FULL WIDTH OF SIDEWALK, 2' DEEP, AND BE PLACED 12'-0" MINIMUM FROM NEAREST RAIL OR 2FT PRIOR TO RAILROAD GATE (IF PRESENT).
4. 24" WIDE ASPHALT JOINT (24" MIN DEPTH) (2" TY D OVER 22" TY B) BETWEEN CONCRETE PAVING (ROADWAY AND SIDEWALK) & RAILROAD CONCRETE PANELS.
5. ROADWAY CONCRETE HEADERS TO BE INSTALLED 6' FROM CENTERLINE OF TRACK & PROVIDE 12' MIN. OPENING FOR RAILROAD CONCRETE PANELS.
6. ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.

CONSTRUCTION SEQUENCING WITHIN RAILROAD ROW NOTES:

- STAGE 1**
- A. THE AGENCY (CONTRACTOR) TO STAKE THE SIDEWALK AND ROAD CROSSING LOCATIONS.
 - B. THE AGENCY (CONTRACTOR) TO CLOSE ALSBURY BOULEVARD TO VEHICULAR AND PEDESTRIAN TRAFFIC.
 - C. RAILROAD TO INSTALL CONCRETE CROSSING SURFACE ON TRACK.
 - D. RAILROAD TO REMOVE EXISTING FLASHING LIGHTS AND GATES AND INSTALL PROPOSED FLASHING LIGHTS AND GATES.
- STAGE 2**
- A. THE AGENCY (CONTRACTOR) TO COMPLETE IMPROVEMENTS WITHIN RAILROAD ROW AT ALSBURY BOULEVARD AND BNSF RAILWAY INTERSECTION.



60% DESIGN SUBMITTAL

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 THIS DOCUMENT IS RELEASED FOR THE
 AUTHORITY OF TODD C. BLACKINGHAM, P.E.
 TEXAS NO. 115530 DATE 02/01/2023
 IT IS NOT TO BE USED FOR CONSTRUCTION,
 BIDDING OR PERMIT PURPOSES.

FREESSE & NICHOLS
 801 Cherry Street, Suite 2800
 Houston, Texas 77002
 Phone - (817) 735-7300
 Web - www.freesse.com
 TEXAS REGISTERED
 ENGINEERING FIRM F-2144

CITY OF BURLESON, TEXAS
 DOT NO. 020664T, RAILROAD MILEPOST 330.66

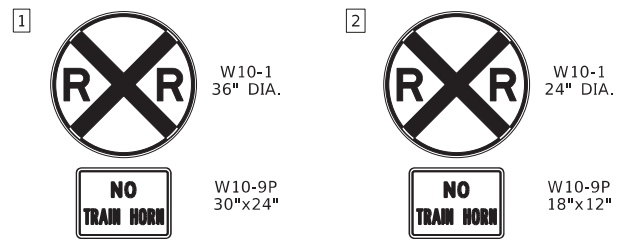
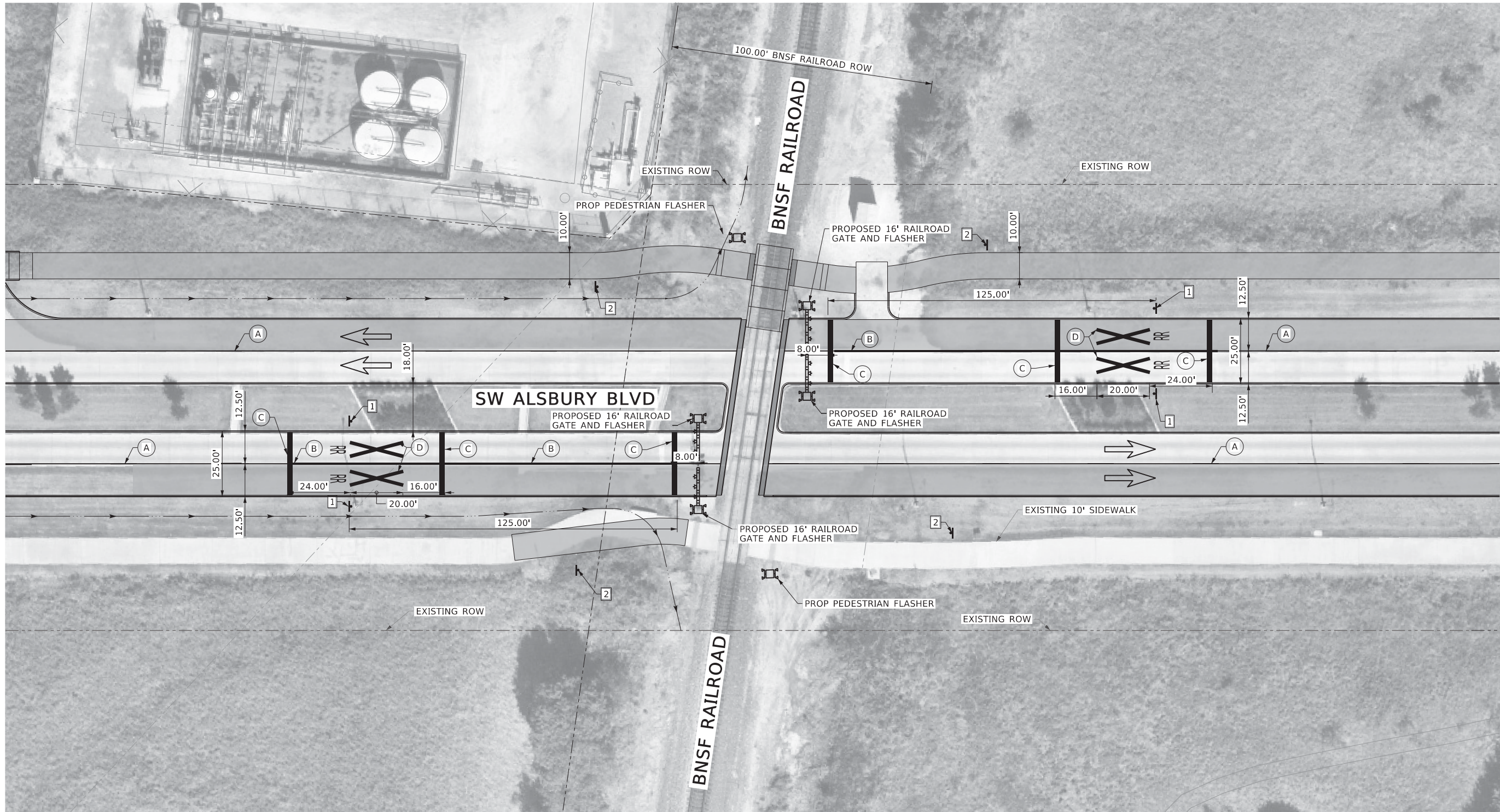
EXHIBIT A
 SW ALSBURY BLVD & BNSF RAILROAD
 CROSSING LAYOUT

NO.	ISSUES	BY	DATE	DESIGNED	DRAWN	REVISION	CHECKED	FILE NAME

VERIFY SCALE: Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET **R 724**

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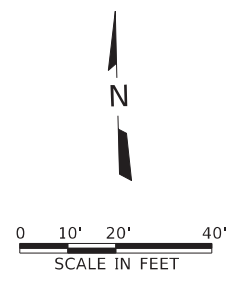


GENERAL NOTES:

1. THE CITY OF BURLESON HAS AGREED TO MAINTAIN THE SIGNING AND PAVEMENT MARKINGS AT THIS RAILROAD CROSSING AS DETAILED ON THIS SHEET AND THE ATTACHED STANDARD SHEETS AFTER THIS PROJECT IS COMPLETE.
2. THE CITY OF ITS CONTRACTOR WILL FURNISH AND INSTALL THE APPROPRIATE PAVEMENT MARKINGS AND WARNING SIGNS AS OUTLINED ON THE LAYOUT SHEET AND STANDARD SHEET AND IN ACCORDANCE WITH THE GUIDELINES IN THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. SEE STANDARD SHEET RCD (1&2)-16 FOR DETAILS.

LEGEND

- (A) 4" WHITE BROKEN LINE
- (B) 8" WHITE SOLID LINE
- (C) 24" WHITE SOLID LINE
- (D) REFL. PVMT MRK - RAILROAD
- ⊣ TRAFFIC SIGN POST
- ➔ TRAVEL DIRECTION



MicroStation V8 User: 04325 Office: On Site
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 Date: Jan 30, 2023 - 03:33:37 AM Project: Freese and Nichols, Inc. - True Type Fonts

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 AUTHORITY OF TODD C. BUCKINGHAM, P.E.
 TEXAS NO. 115530 DATE 02/01/2023
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FREese
NICHOLS
 801 Cherry Street, Suite 2800
 Burleson, Texas 76028
 Phone - (817) 735-7300
 Web - www.freese.com
 TEXAS REGISTERED
 ENGINEERING FIRM F-2144

CITY OF BURLESON, TEXAS
 DOT NO. 020664T, RAILROAD MILEPOST 330.66

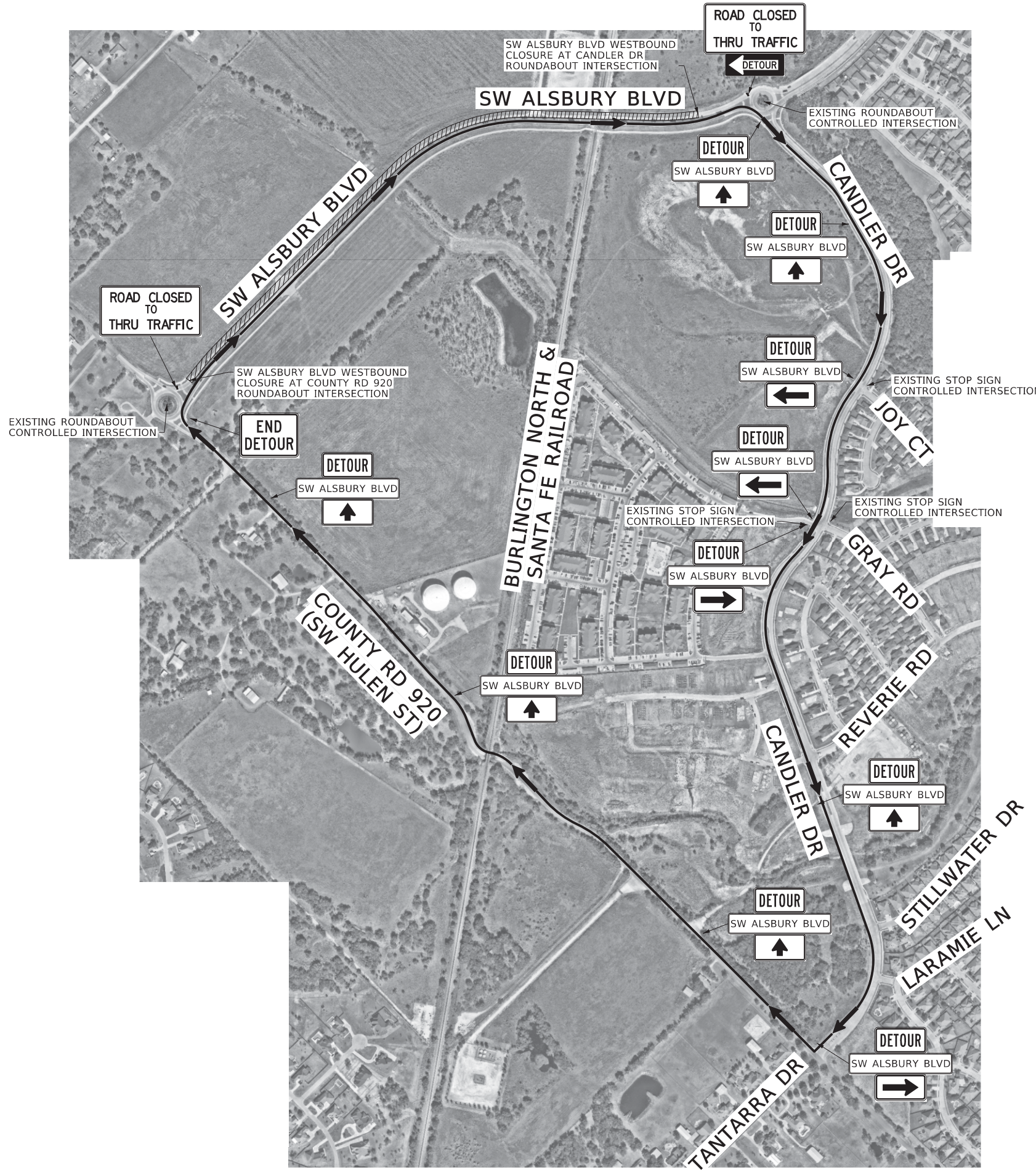
EXHIBIT A
 SW ALSBURY BLVD & BNSF RAILROAD
 SIGNS AND PAVEMENT MARKINGS

NO.	ISSUES	BY	DATE	FEIN JOB NO.	FILE NAME
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				DATE 02/01/2023	
				DESIGNED	
				DRAWN	
				REVISED	
				CHECKED	

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET **R 725**

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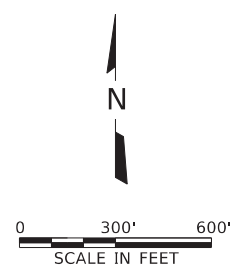


LEGEND

- WORK AREA
- DETOUR ROUTE
- TRAFFIC FLOW DIRECTION

NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE TEXAS MUTCD.
2. CONTRACTOR SHALL INSTALL ADVANCED WARNING SIGNS IN ACCORDANCE WITH TXDOT BC STANDARDS.
3. CONSTRUCTION SIGNING AND PAVEMENT MARKINGS REQUIRED FOR CLOSURE AND CONSTRUCTION AT SW ALSBURY BLVD AND COUNTY RD 920 AND CANDLER DR SHALL BE PAID UNDER BARRICADES, SIGNS AND TRAFFIC HANDLING BID ITEM.



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 TEXAS NO. 115530 DATE: 02/16/2023
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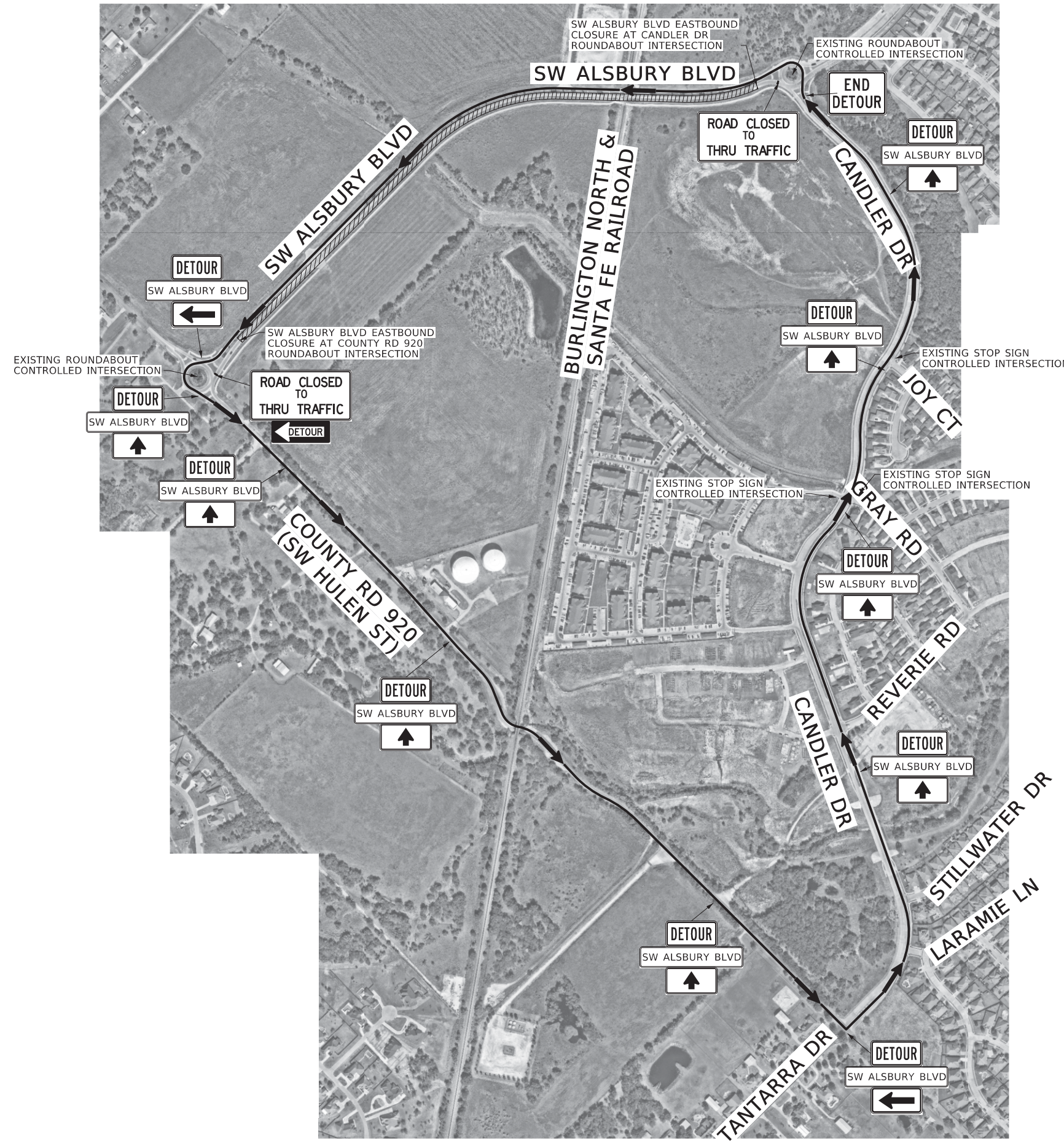
FREES & NICHOLS
 801 Cherry Street, Suite 2800
 Dallas, Texas 75201
 Phone - (817) 735-7300
 Web - www.freese.com
 TEXAS REGISTERED
 ENGINEERING FIRM F-2144

CITY OF BURLESON, TEXAS
**SW ALSBURY BOULEVARD
 PHASE 1 WIDENING**
 CIVIL
**CONSTRUCTION DETOUR
 PHASE 1**

NO.	ISSUES	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVISED	CHECKED	FILE NAME
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VERIFY SCALE Bar is one inch on original drawing.
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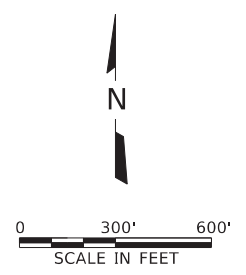


LEGEND

- WORK AREA
- DETOUR ROUTE
- TRAFFIC FLOW DIRECTION

NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE TEXAS MUTCD.
2. CONTRACTOR SHALL INSTALL ADVANCED WARNING SIGNS IN ACCORDANCE WITH TXDOT BC STANDARDS.
3. CONSTRUCTION SIGNING AND PAVEMENT MARKINGS REQUIRED FOR CLOSURE AND CONSTRUCTION AT SW ALSBURY BLVD AND COUNTY RD 920 AND CANDLER DR SHALL BE PAID UNDER BARRICADES, SIGNS AND TRAFFIC HANDLING BID ITEM.



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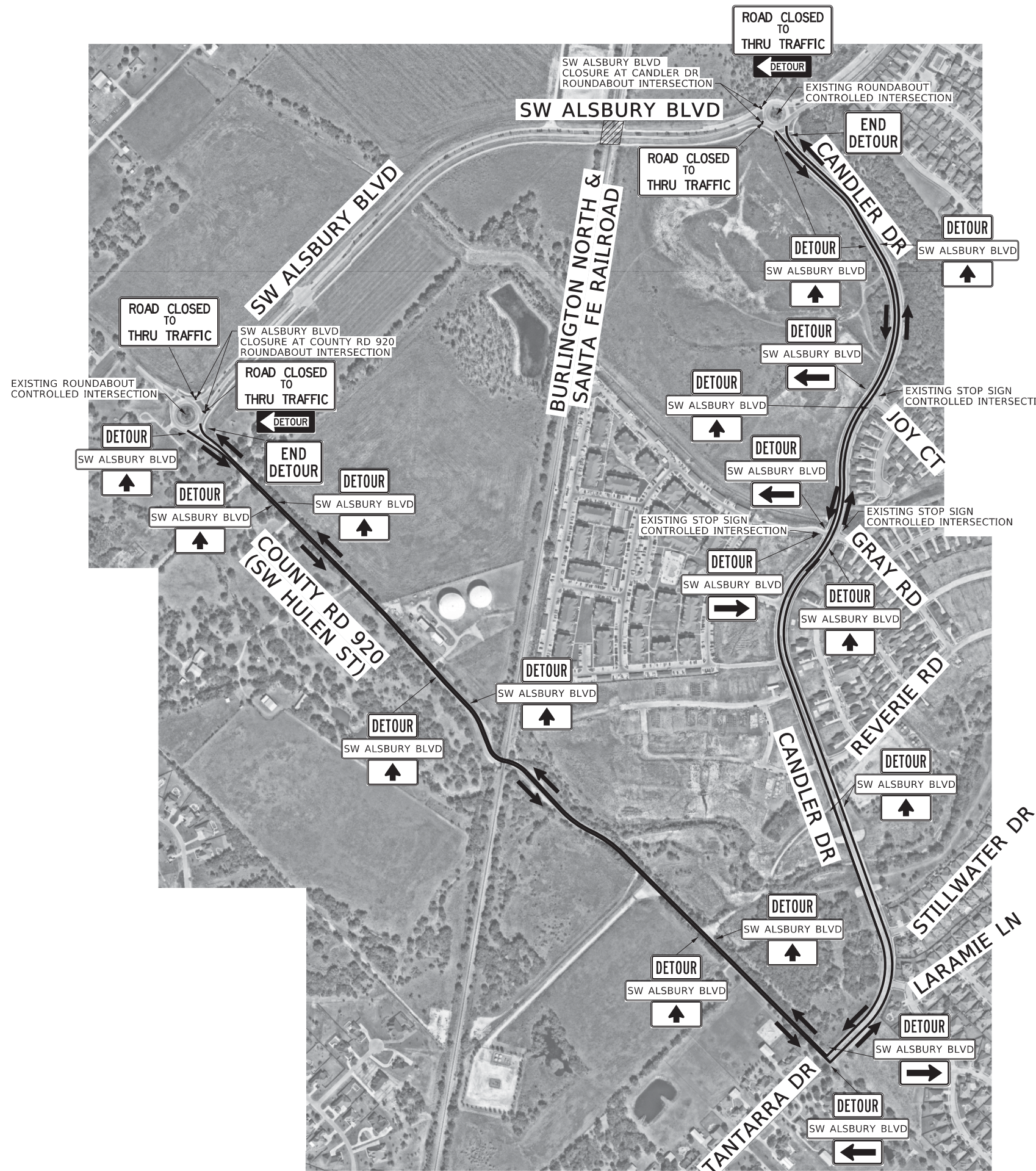
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 AUTHORITY OF TODD G. BUCKINGHAM, P.E.
 TEXAS NO. 115530 DATE: 02/16/2023

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


CITY OF BURLESON, TEXAS
**SW ALSBURY BOULEVARD
 PHASE 1 WIDENING**
 CIVIL
**CONSTRUCTION DETOUR
 PHASE 2**

NO.	ISSUES	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVISED	CHECKED	FILE NAME
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LEGEND

-  WORK AREA
-  DETOUR ROUTE
-  TRAFFIC FLOW DIRECTION

NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE TEXAS MUTCD.
2. CONTRACTOR SHALL INSTALL ADVANCED WARNING SIGNS IN ACCORDANCE WITH TXDOT BC STANDARDS.
3. CONSTRUCTION SIGNING AND PAVEMENT MARKINGS REQUIRED FOR CLOSURE AND CONSTRUCTION AT SW ALSBURY BLVD AND COUNTY RD 920 AND CANDLER DR SHALL BE PAID UNDER BARRICADES, SIGNS AND TRAFFIC HANDLING BID ITEM.

60% DESIGN SUBMITTAL

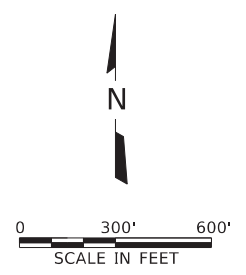
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 TEXAS REGISTERED
 ENGINEERING FIRM F-2144

CITY OF BURLESON, TEXAS
SW ALSBURY BOULEVARD
PHASE 1 WIDENING
 CIVIL
CONSTRUCTION DETOUR
RAILROAD CROSSING

NO.	ISSUES	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVIEWED	CHECKED	FILE NAME
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EXHIBIT "B"
 Railroad SURFACE Estimate for
 SW Alsbury Blvd - DOT No. 020664T
 Revised on 6/18/2024

BNSF RAILWAY COMPANY
 FHPM ESTIMATE FOR
 CITY OF BURLESON

LOCATION SOUTH CROWLEY

DETAILS OF ESTIMATE

PLAN ITEM : 983620000

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP RDW DIV FT WORTH SUB LS 7500 MP 330.66 DOT# 020664T - BURLESON, TX

BNSF TO REMOVE EXISTING 88-FT XING, & INSTALL NEW 120-FT CONCRETE CROSSING FOR THE ROAD WIDENING AT SW ALSBURY BLVD, DOT 020664T, MP 330.66 IN BURLESON, TX.

CITY OF BURLESON TO PROVIDE TRAFFIC CONTROL DETOUR AND PAVE ROADWAY & SIDEWALK APPROACHES

70% BILLABLE TO THE CITY OF BURLESON, TEXAS & 30% PAID BY BNSF

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE FIELD WELDS - CAP	120.0	MH	4,767	
PLACE OTM - CAP	72.0	MH	2,708	
PLACE PUBLIC CROSSING - CAP	120.0	MH	4,514	
PLACE TRACK PANELS - ADDITION - CAP	40.0	MH	1,505	
REMOVE PUBLIC CROSSING	176.0	MH	6,620	
REMOVE TRACK	9.0	MH	339	
SURFACE TRACK - REPLACEMENT - CAP	15.0	MH	584	
UNLOAD BALLAST - REPLACEMENT - CAP	9.0	MH	339	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	60.0	MH	2,257	
UNLOAD TRACK PANELS - REPLACEMENT	20.0	MH	753	
WORK TRAIN - BALLAST - ADDITION - CAP	7.0	MH	447	
WORK TRAIN - TRACK PANELS - ADDITION	12.0	MH	767	
PAYROLL ASSOCIATED COSTS			17,316	
DA OVERHEADS			37,650	
EQUIPMENT EXPENSES			26,576	
INSURANCE EXPENSES			5,069	
TOTAL LABOR COST			112,211	112,211

MATERIAL				

BALLAST NT, SYSTEM AVERAGE COST	400.0	NT **	5,876	
WORK TRAIN FUEL - BALLAST	257.0	GAL	882	
WORK TRAIN FUEL - TRACK PANELS	450.0	GAL	1,544	
PANEL, TRACK;40FT;136LB;SC;10FT;PANDROL	4.0	EA **	29,416	
RAIL, TRANS,136N;132W; 40 FT; UNVRSL	4.0	EA	4,924	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	270.0	EA **	808	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	4.0	KT **	306	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	120.0	FT **	22,590	
XING CONC RAMP 136LB COMPLETE SET	1.0	ST **	349	
PERF PVC DRAIN PIPE	140.0	LF	3,500	
MATERIAL HANDLING			3,385	
ONLINE TRANSPORTATION			6,200	
USE TAX			5,331	
OFFLINE TRANSPORTATION			777	
TOTAL MATERIAL COST			85,888	85,888

OTHER				

ASPHALT	1.0	LS	87,734	
EQUIPMENT RENTAL - OPEX	4.0	DAY	14,000	
EQUIPMENT RENTAL - TRK PANELS	0.5	DAY	1,925	
TOTAL OTHER ITEMS COST			103,659	103,659
PROJECT SUBTOTAL				301,758
CONTINGENCIES				25,227
BILL PREPARATION FEE				3,270

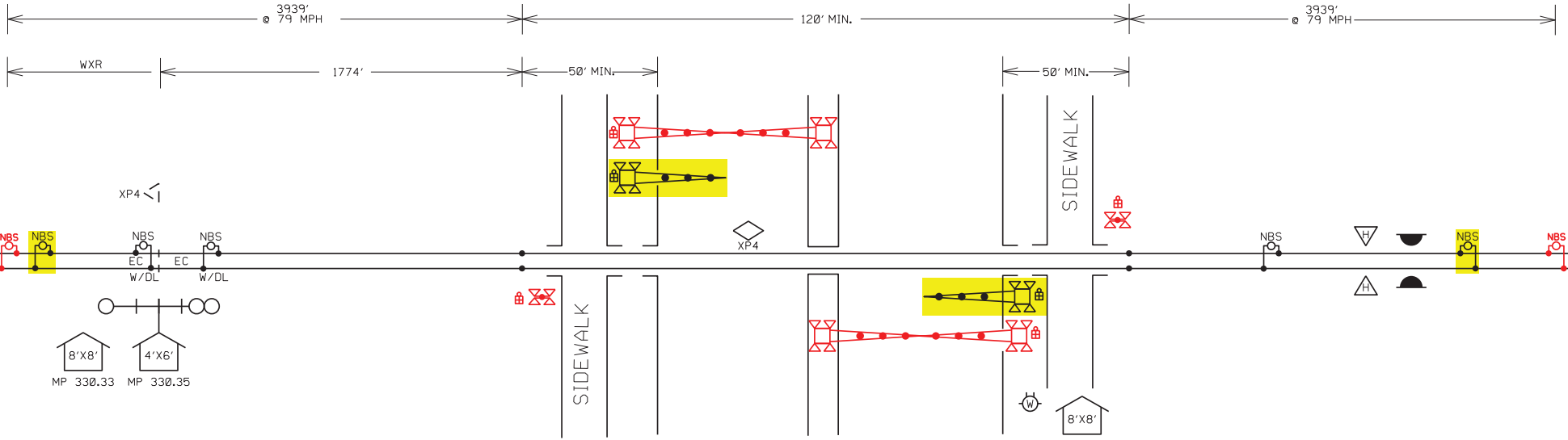
GROSS PROJECT COST
LESS COST PAID BY BNSF
TOTAL BILLABLE COST

330,255
99,078

231,177

CONTINGENCIES	32,613
BILL PREPARATION FEE	3,896
	<hr/>
GROSS PROJECT COST	393,417
LESS COST PAID BY BNSF	78,684
	<hr/>
TOTAL BILLABLE COST	314,733










BNSF RAILWAY COMPANY



MP 330.66
SW ALSBURY BLVD
 DOT # 020 664 T
PROJECT# 92448

Railroad SIGNAL Estimate
 Page 3 of 3

DRAWING SYMBOLS

 RAILROAD BUNGALOW	 BIDIRECTIONAL CROSSING CONTROL	 GATE MECHANISM	 NARROW BAND SHUNT
 BELL	 CROSSING CONTROL CONNECTION	 AC POWER METER	 UNIDIRECTIONAL CROSSING CONTROL
 INSULATED JOINTS			

SCOPE OF WORK

REPLACE: FLASHERS & GATES
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE

GENERAL INFORMATION

LOCATION	BURLESON, TX
STREET	SW ALSBURY BOULEVARD
LINE SEGMENT	7500
MILEPOST	330.66
DOT#	020 664 T
DIVISION	RED RIVER
SUBDIVISION	FT WORTH
OFFICE	LENEXA, KS
SCALE	NOT TO SCALE
DATE	06/05/2024
FILE	92448-STATESKETCH
DRAW	AMW

733



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EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction and widening of the roadway approaches, sidewalk approaches, and concrete curbing at SW ALSBURY BOULEVARD – DOT No. 020664T located at railroad milepost 330.660 on Railway's Red River (West) Division, Fort Worth Subdivision, Line Segment 7500, in Burleson, Texas in Johnson County.
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop



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construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Errick Thompson
Director of Public Works
725 SE John Jones Road
Burlison, TX 76028-4296
Email: Ethompson@burlesontx.com

- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F. The Contractor must notify ~~City of Killeen~~ Director of Public Works (Errick Thompson) at Office # 817-426-9610 and E-Mail: EThompson@burlesontx.com and Railway's Manager Public Projects (Tim Huya) at Office # 817-352-2902 and E-Mail: Tim.Huya@bnsf.com at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file 020664T & Contract No. _____.
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor



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must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Division Engineer **Jason Paquette at (651) 318-7085** and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts



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- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Burleson, Texas** and must not be undertaken until approved in writing by the Railway, and until the **City of Burleson, Texas** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Burleson, Texas** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and



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other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized



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identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

A. The Contractor must give Railway's **Roadmaster** Tim Jansante at Mobile # 682-216-5302 or email Timothy.Jansante@bnsf.com a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- i) **FOR THIS PROJECT, RAILROAD FLAGGING SERVICES WILL BE PROVIDED BY RAILPROS (NOT A BNSF EMPLOYEE). The Contractor must contact Railpros directly at Office # 877-315-0513 or e-mail: BNSFinfo@railpros.com to enter into a reimbursement agreement for flagging services and to request and schedule a railroad flagger. The Railpros flagger(s), the Contractor, and the BNSF Roadmaster must participate in a job safety briefing PRIOR TO the start of any work on/over/under Railway's right of way. The Railway reserves the right to utilize its employees to provide railroad flagging services when those resources become available. In this event, the Railpros flagger and the Contractor will be notified by the Railway.**

B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- i) When, upon inspection by Railway's Representative, other conditions warrant.
- ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.



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- iii) When work in any way interferes with the safe operation of trains at timetable speeds.
- iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **CONTRACTOR (contractor name)**. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is 37 freight trains per 24-hour period at a timetable speed 55 MPH and 2 passenger trains at a timetable speed of 79 MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by



Contract Number: BF-_____

contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- D.** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E.** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F.** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G.** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H.** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment



Contract Number: BF-_____

requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within



Contract Number: BF-_____

the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Roadmaster (Tim Jansante) at 682-216-5302 and BNSF's Signal Supervisor (Ryan Johnson) at 507-217-0718.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

8) Hazardous Waste, Substances and Material Reporting:

- A. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an



Contract Number: BF-_____

employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT....." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



Contract Number: BF-_____

EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: DOT No. 020664T

Agency Project: SW ALSBURY BOULEVARD reconstruction

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") with **City of Burleson, Texas** for the performance of certain work in connection with the following project: construction and widening of the roadway approaches, sidewalk approaches, and concrete curbing at SW ALSBURY BOULEVARD – DOT No. 020664T located at railroad milepost 330.660 on Railway's Red River (West) Division, Fort Worth Subdivision, Line Segment 7500, in Burleson, Texas in Johnson County. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Burleson, Texas** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees,



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and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**
- E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.



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2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.
 - (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried



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by RAILWAY.

- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000



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by disease policy limit, \$500,000 by disease each employee.

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

(1) Endorsed to include the Pollution Exclusion Amendment

(2) Endorsed to include the Limited Seepage and Pollution Endorsement.

(3) Endorsed to remove any exclusion for punitive damages.

(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.

(6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits.



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Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.



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- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.
- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.



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4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.
- C.** Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible



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for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A.** The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

- A.** Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C.** Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.



Contract Number: BF-_____

- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E. Contractor and its subcontractors must give Railway's **Roadmaster Tim Jansante at Mobile # 682-216-5302 and email Timothy.Jansante@bnsf.com** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number: BF-_____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

(CONTRACTOR)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contact Person: _____

E-mail: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Mobile #: _____

On-Site Project
Contact Person: _____

E-mail: _____

Mobile #: _____

Contact Person: _____

E-mail: _____

Mobile #: _____



Contract Number: BF-_____

BNSF RAILWAY COMPANY

Signature: _____

Printed Name: Timothy J. Huya

Title: Manager Public Projects

Accepted and
Effective Date: _____



April 8, 2024

City of Burleson
Attention: Ms. Tiana Jackson
141 W. Renfro Street
Burleson, TX 76028

24W-19827

Dear Ms. Jackson:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print one (1) copy, execute, and **return copy with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$3,700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,266.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Kelly Schronk
Kelly Schronk
Permit Manager

Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2024 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF BURLESON**, a Texas municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), onq (1) pipeline, 16 inches in diameter inside a 30 inch Steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Burleson, County of Johnson, State of Texas, Line Segment 7500, Mile Post 330.64 as shown on the attached Drawing No. 90567, dated April 1, 2024, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Drinking Water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three thousand seven hundred and No/100 Dollars (\$3,700.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster, Timothy Jansante at Timothy.Jansante@bnsf.com, telephone 817-224-7009, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability “CGL” Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an “Insured Contract” consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of “Insured Contract” will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor’s property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers’ compensation and employers’ liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor’s employees.
- d. No other endorsements that limit coverage with respect to Licensee’s obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee’s employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor.
- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
 - The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all

Licensors liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon

request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.

- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.
- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or

otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Burleson
141 W. Renfro Street
Burleson, TX 76028

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____
Patricia Villegas
Vice President, Permits

LICENSEE:

City of Burleson, a Texas municipality

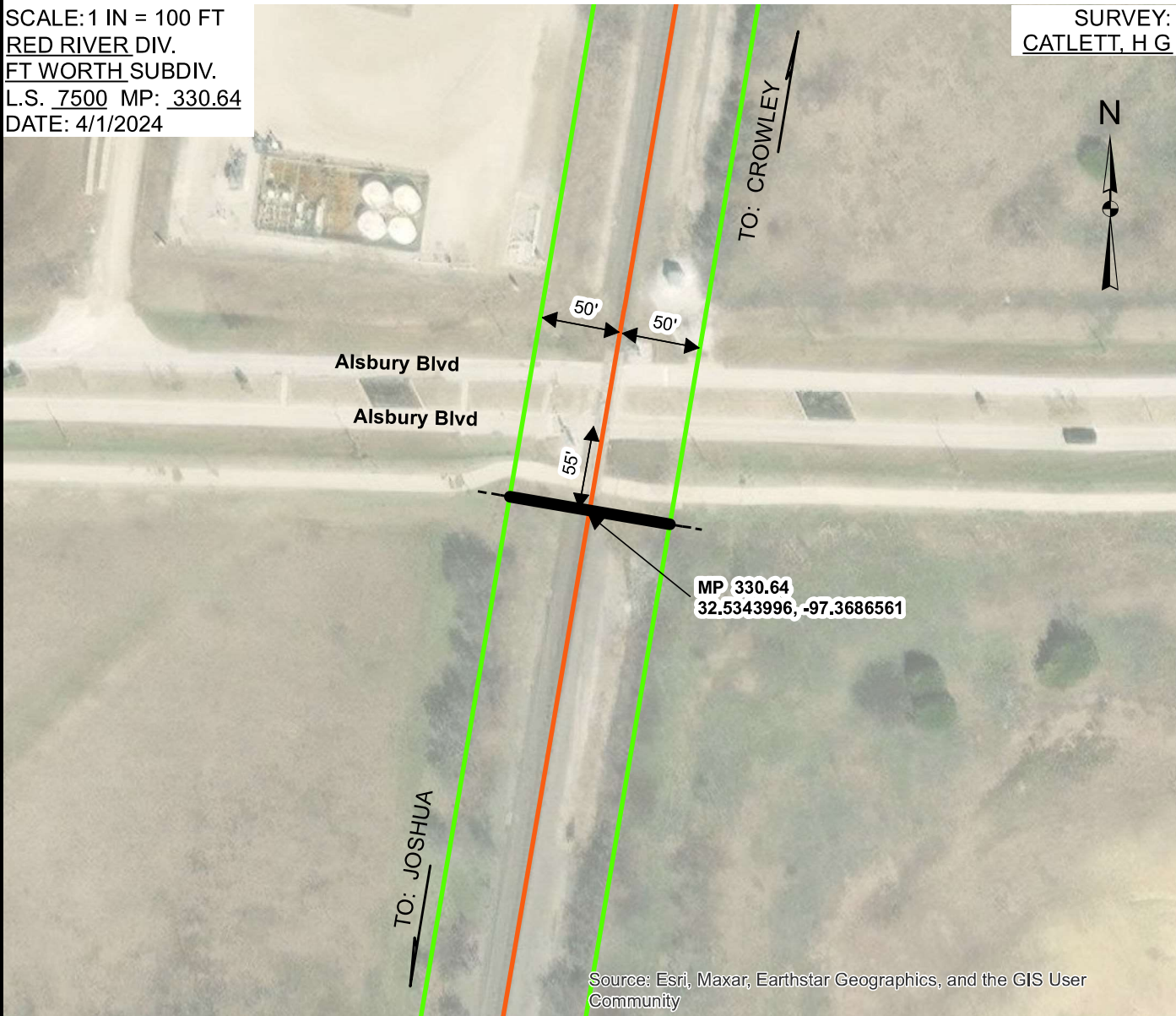
By: _____

Title: _____

EXHIBIT "A"

SCALE: 1 IN = 100 FT
 RED RIVER DIV.
 FT WORTH SUBDIV.
 L.S. 7500 MP: 330.64
 DATE: 4/1/2024

SURVEY:
 CATLETT, H G



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>16"</u>	<u>30"</u>	LENGTH ON R/W:	<u>100'</u>	<u>100'</u>
CONTENTS:	<u>DRINKING WATER</u>		WORKING PRESSURE:	<u>150 PSI</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>9'</u>
SPECIFICATIONS / GRADE:	<u>C900 DR18</u>	<u>35,000 PSI</u>	BURY: NATURAL GROUND		<u>7.45'</u>
WALL THICKNESS:	<u>0.967"</u>	<u>0.5"</u>	BURY: ROADWAY DITCHES		<u>7.45'</u>
COATING:	<u>-</u>	<u>-</u>	CATHODIC PROTECTION		<u>YES</u>

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

BURLESON
 COUNTY OF JOHNSON

STATE OF TX

JPM

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: November 4, 2024

SUBJECT:

Consider approval of an agreement for undergrounding of electrical lines with Oncor in the amount of \$547,411. (*Staff Presenter: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) project includes the construction of the outside lanes of Alsbury Boulevard. As part of the project, the overhead electric lines will be buried. The agreement is for Oncor to relocate the overhead electric lines underground from Hulen to Candler.

RECOMMENDATION:

Approve an agreement for undergrounding of electrical lines with Oncor in the amount of \$547,411.

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

- 11/09/15 – Council awarded construction contract for Phase 1A
- 10/17/22 – Council awarded design contract to Freese and Nichols to design Phase 1B.

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted: Y
Fund Name: Street Bond Fund
Full Account #s: 4023101-70020
Amount: \$547,411

Project No.: ST2302

STAFF CONTACT:

Eric Oscarson, Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) ST2302

November 4, 2024



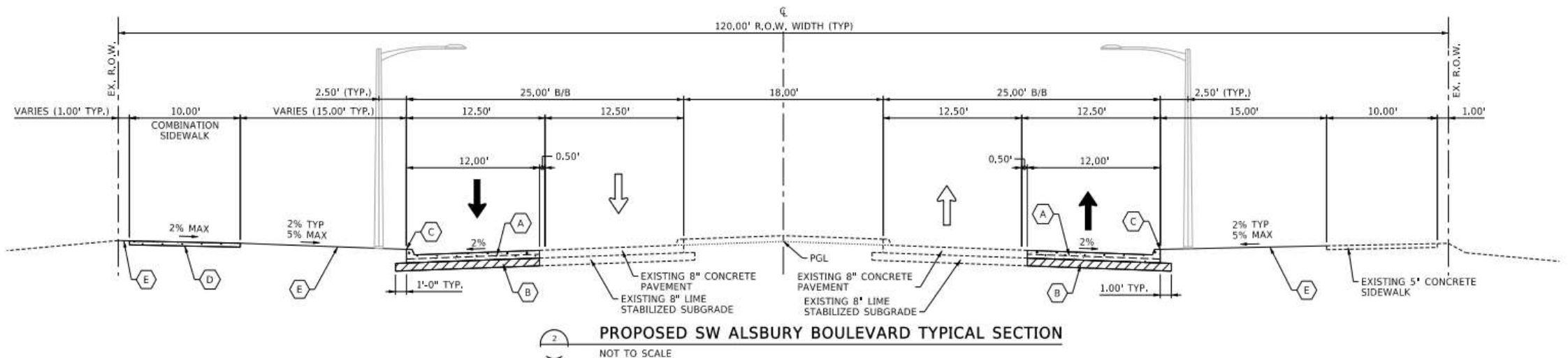
Project Items

- Construction Contract
- BNSF Agreement
- Oncor Agreement
- Materials Testing Contract



Project Overview

- Construction of outside lanes and north side 10 ft. shared use path
- BNSF railroad modifications to crossing and signals
- Water line extension beneath BNSF railroad for future development
- Modifications to existing storm drain system with recessed curb inlets
- Irrigation and landscaping improvements consisting of Southern Live Oak and Shumard Red Oak parkway trees



Construction Bid Summary

- Invitation to bid issued with 10 submissions received
 - Low Bid: \$2,672,529.00
 - High Bid: \$3,587,882.65
- Staff Recommends:
 - Award to Jackson Construction, Ltd. (Low Bidder)
 - Contract: \$2,672,529.00
 - Contingency Fund: \$267,253.00
 - Total: \$2,939,782.00



Contract Funding Summary

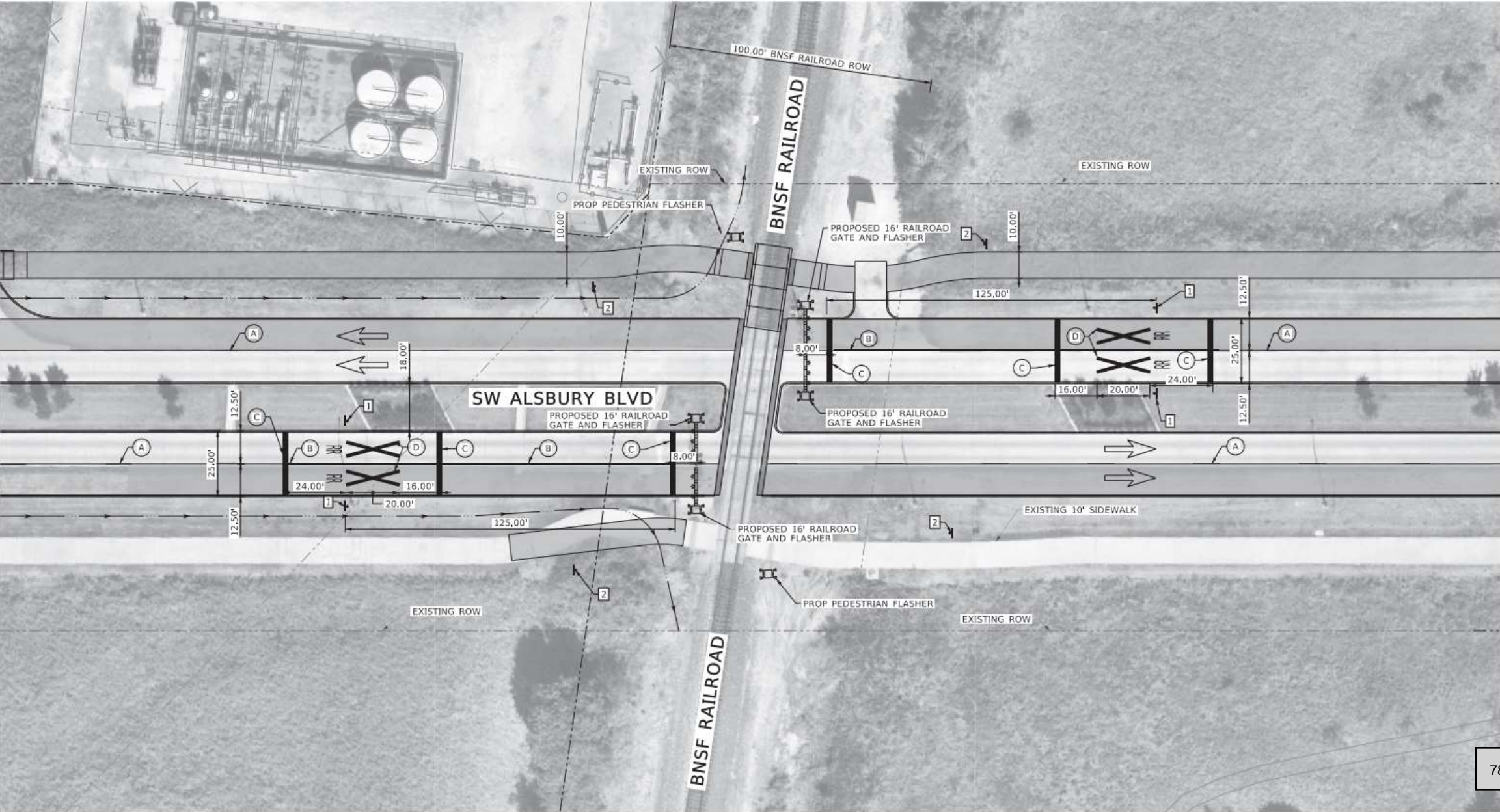
- \$2,639,782.00 Street Bonds
- \$300,000.00 Water/Sewer Construction Fund

BNSF Agreement

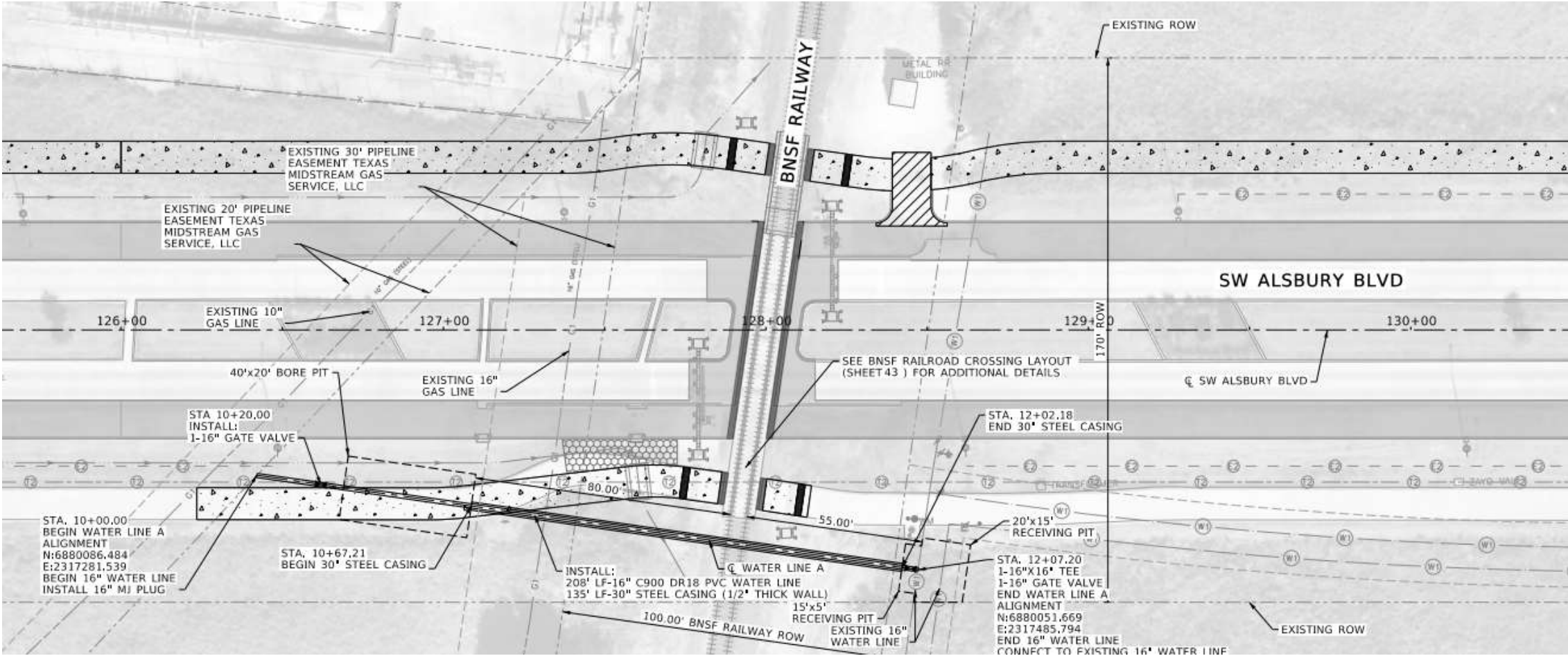
BNSF Agreement

- The SW Alsbury Boulevard Widening from Hulen St. to Candler Street (Phase 1B) Project will require modifications to the BNSF railroad crossing and signals to accommodate the increased width of pavement.
- The modifications include the addition of 4 crossing panels to accommodate the increased pavement width. The relocation of the existing crossing arms and addition of two new crossing arms to cover the two lanes in each direction.
- The plans for the Alsbury project were sent to BNSF review and design of the necessary crossing modifications and permitting.
- In addition, a permit is required for the installation of a 16” water line under the railroad. The Alsbury plans were also sent to the utility permitting section of BNSF.
- Railroad crossing markings are included in Alsbury construction contract.

Plan for BNSF crossing modifications



Plan for water line bore at BNSF crossing



Summary of BNSF costs

- Crossing modification \$231,177.00
- Signal modifications \$314,733.00
- Water line bore permit \$ 4,966.00

Total \$550,876.00

Funding

- \$545,880.00 Street Bond Fund
- \$4,966.00 Water/Sewer Construction Fund

Oncor Agreement

Oncor Agreement

- Remove overhead electric power lines
- Bury 3500' of PVC Conduit
- Install 3500' of 3 phase electric

- Total Cost – \$547,411

- Funding: \$547,411 Street Bond Fund

Funding Background

- Certificate of Obligation – Issued August 2024
 - \$1,165,055 – Street Bonds
- Reimbursement Resolution – November 2024
 - \$3,500,000 – Street Bonds
- Certificate of Obligation – Prior Issuance
 - \$304,966 – Water Bonds

- Total Available Funding - \$4,970,021

Project Timeline



Recommended Council Action

Approve a bid award to Jackson Construction, Ltd. for the SW Alsbury Boulevard Widening from Hulen St. to Candler Drive (Phase 1B) project in the amount of \$2,672,529.00 with a project contingency of \$267,253.00.

Recommended Council Action

Approve of a BNSF agreement for modification to Alsbury crossing, bore permit and payment of fees totaling \$550,876.00

Recommended Council Action

Approve of an Oncor agreement for undergrounding of electrical infrastructure totaling \$547,411.

Questions / Discussion

Eric Oscarson, Deputy City Manager

eoscarson@burlesontx.com

817-426-9837

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**



6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: September 21, 2009

Page 1 of 2

6.3.5 Discretionary Service Agreement

WR # 26565137
Transaction ID: _____

This Discretionary Service Agreement ("Agreement") is made and entered into this 25 day of October, 2024, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and City of Burleson ("Customer"), a Municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Scope of work entails installing 3450FT of three (3) Phase 1000MCM AL UGE cable in six (6) inch conduit with spare installed via combination of directional boring and trenching /open cut installation methods, nine (5) primary subsurface splice boxes, and one (1) primary three phase riser pole. The proposed work will be located along on the north side of SW Alsbury Blvd, from Candler St to SW Hulén St. The estimated cost for the scope of this project is \$547,411. The total actualized cost of the project is to be paid in arrears/upon completion of construction.
2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.
3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.
4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until construction is complete. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.
5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.
6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.
7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.
8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.
9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Electric Delivery LLC
Jevin Jackson
777 Main Street
Fort Worth, TX 76102

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**



6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: September 21, 2009

(b) If to Customer:
City of Burleson
Tommy Ludwig
141 W Renfro Street
Burleson, TX 76028

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Burleson
Tommy Ludwig
141 W Renfro Street
Burleson, TX 76028

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) City of Burleson agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Jevin Jackson
Signature

Jevin Jackson
Printed Name

Oncor PMDS Sr. Manager
Title

10/29/2024

Date

City of Burleson
Customer / Entity

Signature

Tommy Ludwig
Printed Name

City Manager
Title

Date

FORM 1295: CERTIFICATE OF INTERESTED PARTIES DISCLOSURE

Overview:

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that *a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295)* to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

1. When is a Form 1295 required? RICK TEST

- The contract is valued at *\$1 million or more* and executed on or after September 1, 2017; OR
- The *governing body of the entity requires an action or vote* before the contract or amendment is signed; OR
- Form 1295 was not initially filed, and an amendment increased the value of the contract to \$1 million or more;

2. What is an Interested Party?

It is important to note that there are **very few instances that a business will not have any interested parties.**

An **interested party** is defined in the *Texas Government Code* as: a person who has a *controlling interest* in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, *intermediary*, adviser, or attorney for the business entity.

3. What are some examples of Interested Parties?

For example, Joe is filling out a Form 1295 for his company's contract with a governmental entity. Joe owns 50% of the company and his wife, Jane, owns 50% of the company. They have no officers or board members. Joe would list both his name and his wife's name as controlling interests.

Joe also hired a lawyer to help facilitate his company's contract with the governmental entity. Joe paid the lawyer a fee, the lawyer contacted the governmental entity, and the lawyer is not Joe's employee. Joe would list the lawyer as an intermediary.

4. Does Form 1295 have to be filed even if there is no interested party?

Yes. Form 1295 must be filed even if the business entity determines that there are no interested parties. In that case, Form 1295 will indicate that there is no interested party.

5. Exemptions from this requirement:

- An interagency or interlocal contract with a state agency, government entity, or an institution of higher education;
- Open enrollment contracts or any contract with no specified budget or contract value;
- Contracts with publicly traded business entities, including a wholly owned subsidiary of the business entity; and
- **Contracts with electric and gas utilities as defined in the Utilities Code.**

6. Procedure:

- Business entity logs into the *TEC website* and electronically files and submits *Form 1295*.
- Business entity emails a *signed* copy of the submitted form to NCTCOG.
- Procurement logs in to the *TEC website* and acknowledges Form 1295 not later than the 30th day after the date the contract binds all parties to the contract.
- Procurement saves the acknowledged form in the procurement file and sends a copy to end user department and/or department accountant.

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: November 4, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on Street's Asset Management and the FY 24/25 Pavement Maintenance Schedule. (*Staff Contact: Janalea Hembree, Assistant to the City Manager and Justin Scharnhorst, Deputy Director Public Works*)

SUMMARY:

Staff will present an update on the pavement maintenance scenario plan and operations verification process.

The council's feedback is sought to assist in developing a pavement maintenance schedule for FY 24/25.

RECOMMENDATION:

N/A

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

March 20, 2023, Council approved a proposal to conduct pavement assessment with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments

March 4, 2024, Council adopted City Council Policy 43, City of Burleson Asset Management Policy and Corporate Risk Matrix.

September 23, 2024, Staff was given direction regarding the budget in the pavement management scenario.

FISCAL IMPACT:

N/A

STAFF CONTACT:

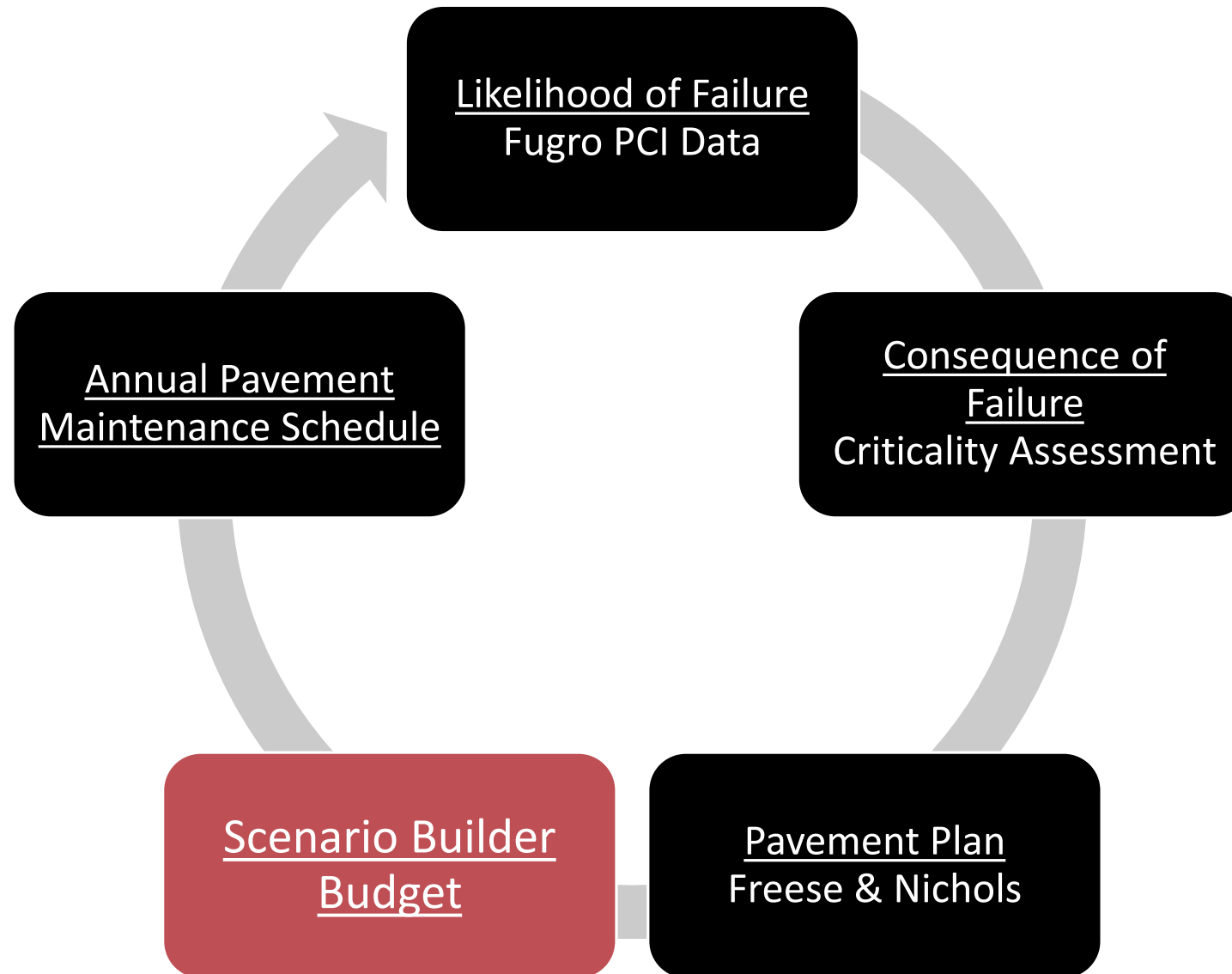
Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817.426.9299

Asset Management and Pavement Maintenance Update

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

JUSTIN SCHARNHORST, DEPUTY DIRECTOR OF PUBLIC WORKS

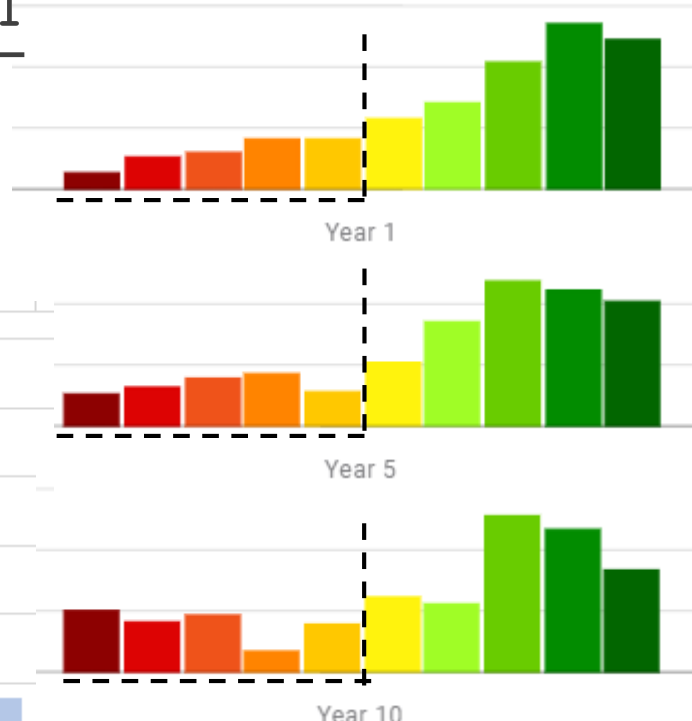
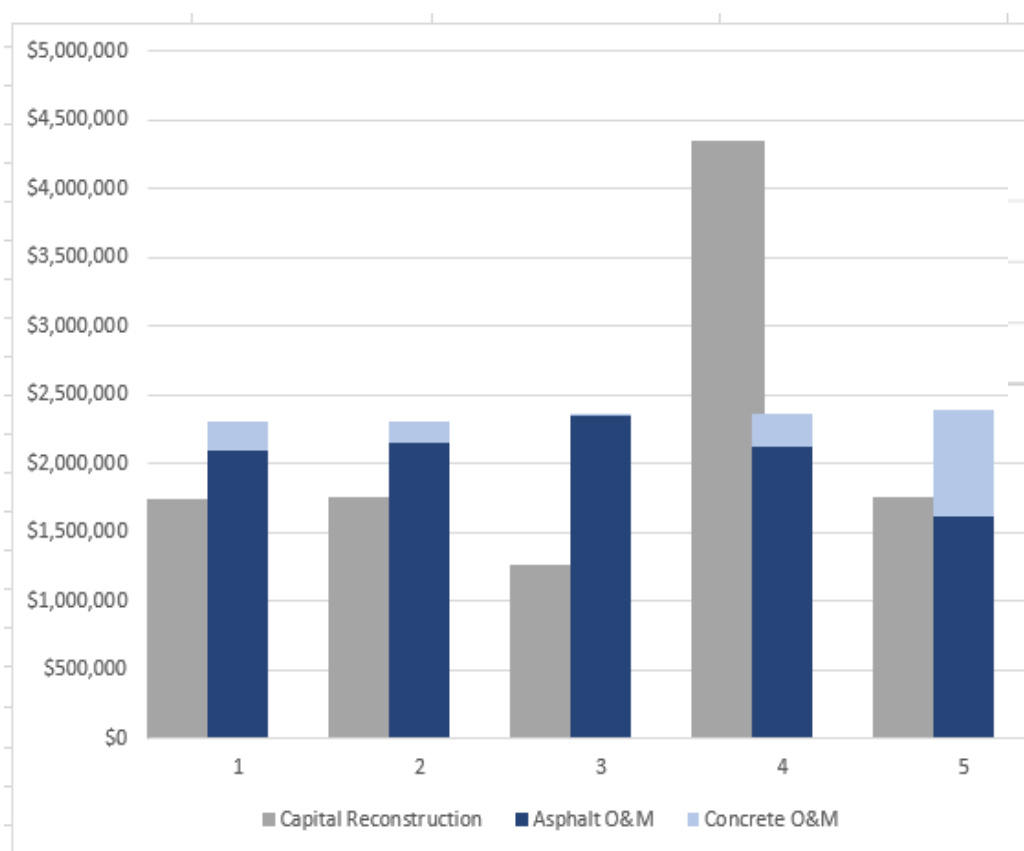
NOVEMBER 4, 2024



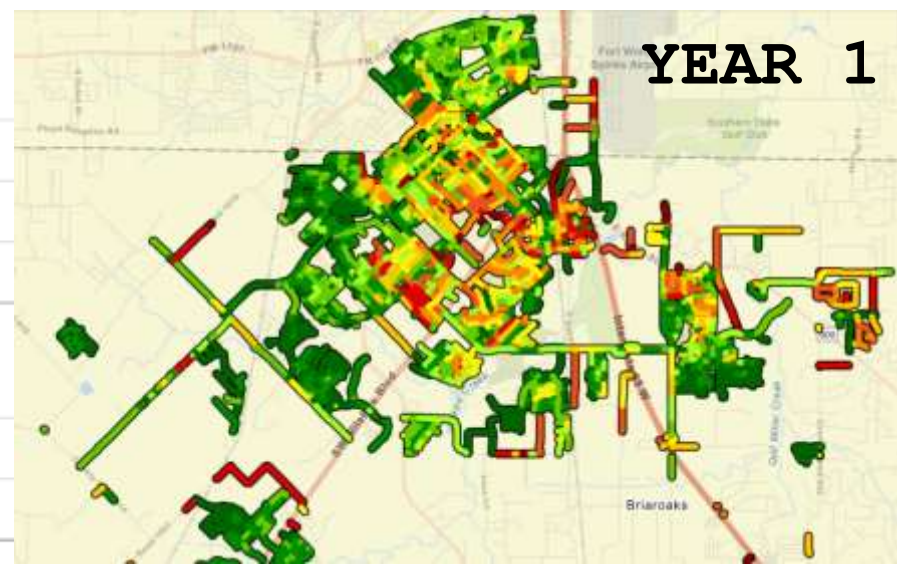
Summary of Scenarios Presented on September 23

Scenario	Years	O&M Dollars	Capital Dollars	Total Budget	Beginning OCI	5 Year OCI	10 Year OCI
1	10	\$ -	\$ -	\$ -	69.0	60.0	52.0
2	5	\$ 3,716,394	\$ 10,855,620	\$ 14,572,014	69.0	62.5	56.0
3	5	\$ 12,211,011	\$ 10,855,146	\$ 23,066,157	69.0	65.8	62.7
4	5	\$ 3,716,395	\$ 24,998,033	\$ 28,714,428	69.0	64.0	59.5
5	5	\$ 12,211,011	\$ 24,993,389	\$ 37,204,400	69.0	67.3	66.0
6	5	\$ 24,984,410	\$ 71,869,910	\$ 96,854,320	69.0	75.0	--
7	10	\$ 33,554,832	\$ 127,444,231	\$ 160,999,063	69.0	--	75.0
8	5	\$ 11,700,539	\$ 10,859,167	\$ 22,559,706	69.0	63.9	61.2
9	5	\$ 3,716,394	\$ 18,856,710	\$ 22,573,104	69.0	62.1	56.7
10	5	\$ 8,716,393	\$ 13,856,670	\$ 22,573,063	69.0	63.8	59.4
11	5	\$ 6,716,395	\$ 15,858,275	\$ 22,574,670	69.0	63.2	58.2

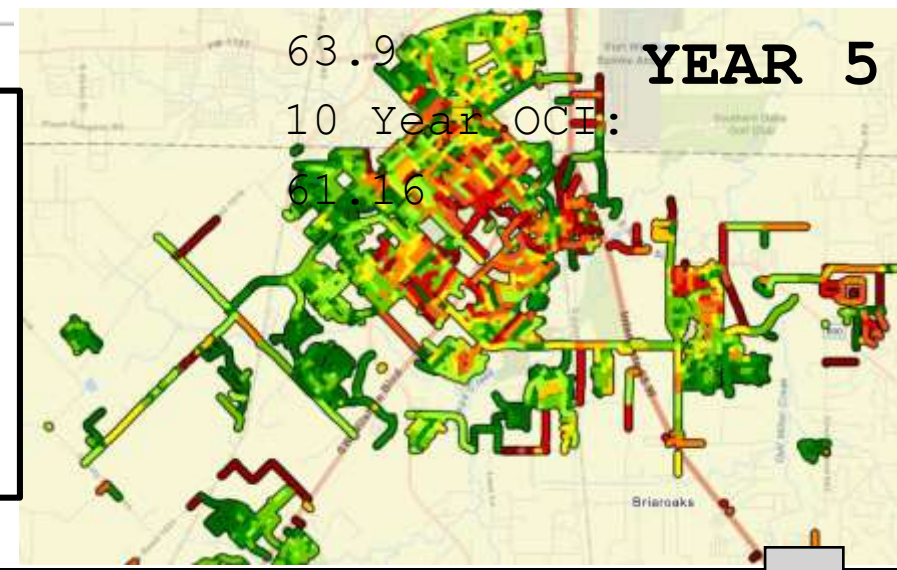
Scale
 Recommendation
Additional
1.6m in O&M



O&M Budget
 \$11,700,539
Capital Budget
 \$10,859,167
Total 5-Year Budget
 \$22,559,706

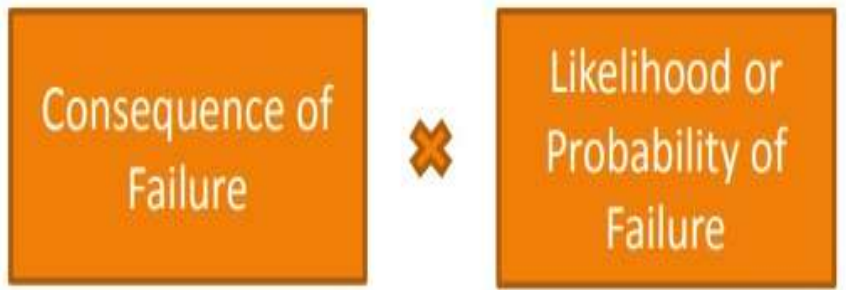


Beginning OCI:
 69
 5 Year OCI:
 63.9
 10 Year OCI:
 61.16



* 3% Escalation on maintenance cost and original O&M budget

Scenario Assumptions



Risk Score
3.6/25

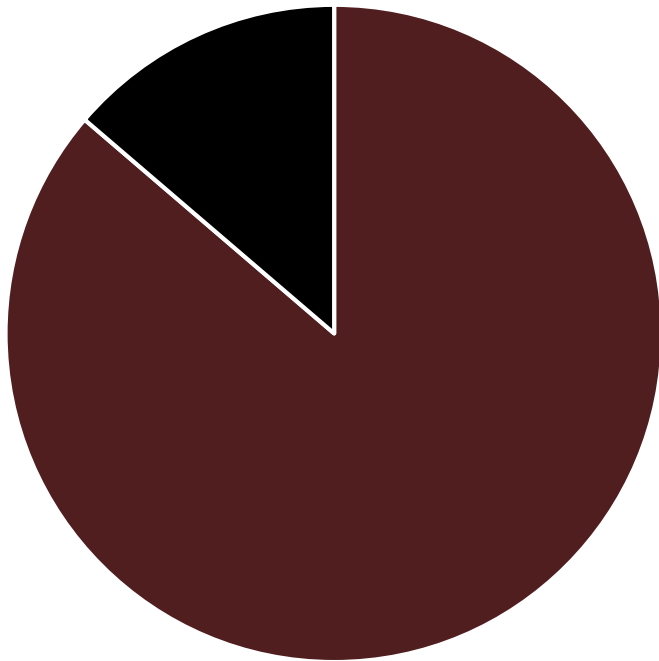
Estimated OCI
69.7



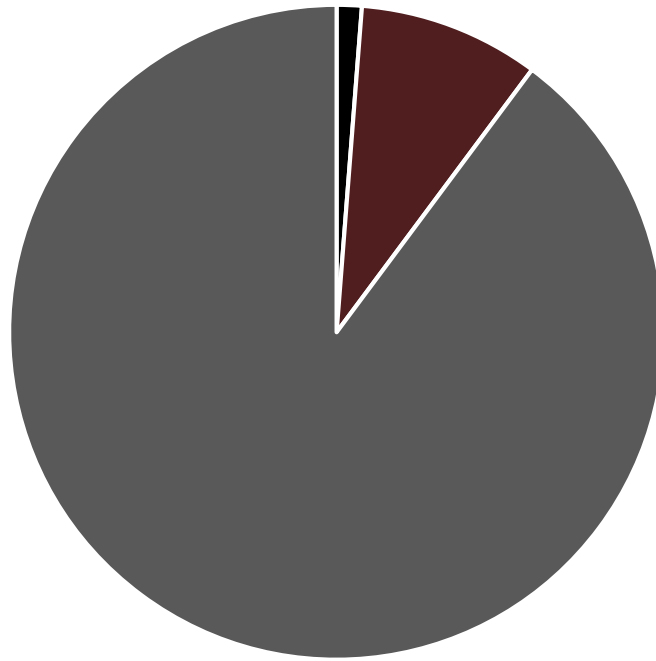
* For Illustrative purposes

Repair Costs per Activity

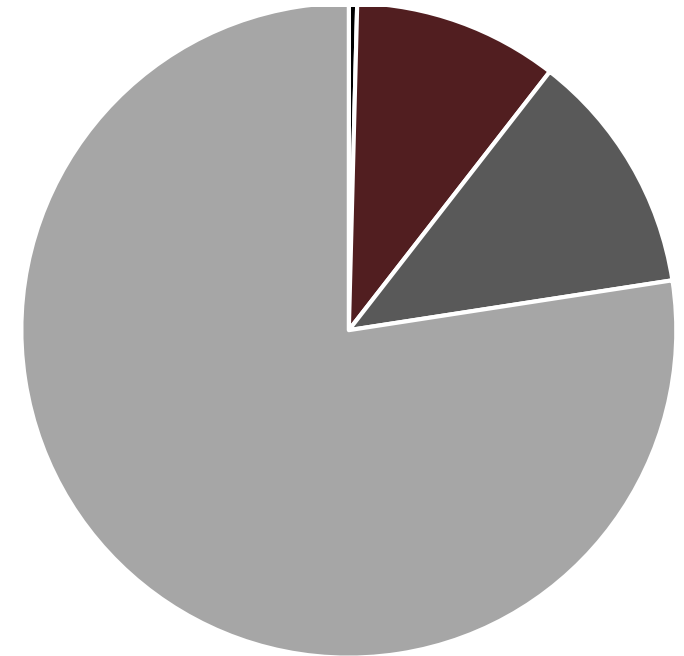
Repairs



Asphalt



Concrete



Asphalt \$1,984,355	Concrete \$315,646
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Maintenance Sealing \$24,570	Microsurface \$177,534	Mill & Overlay \$1,782,251
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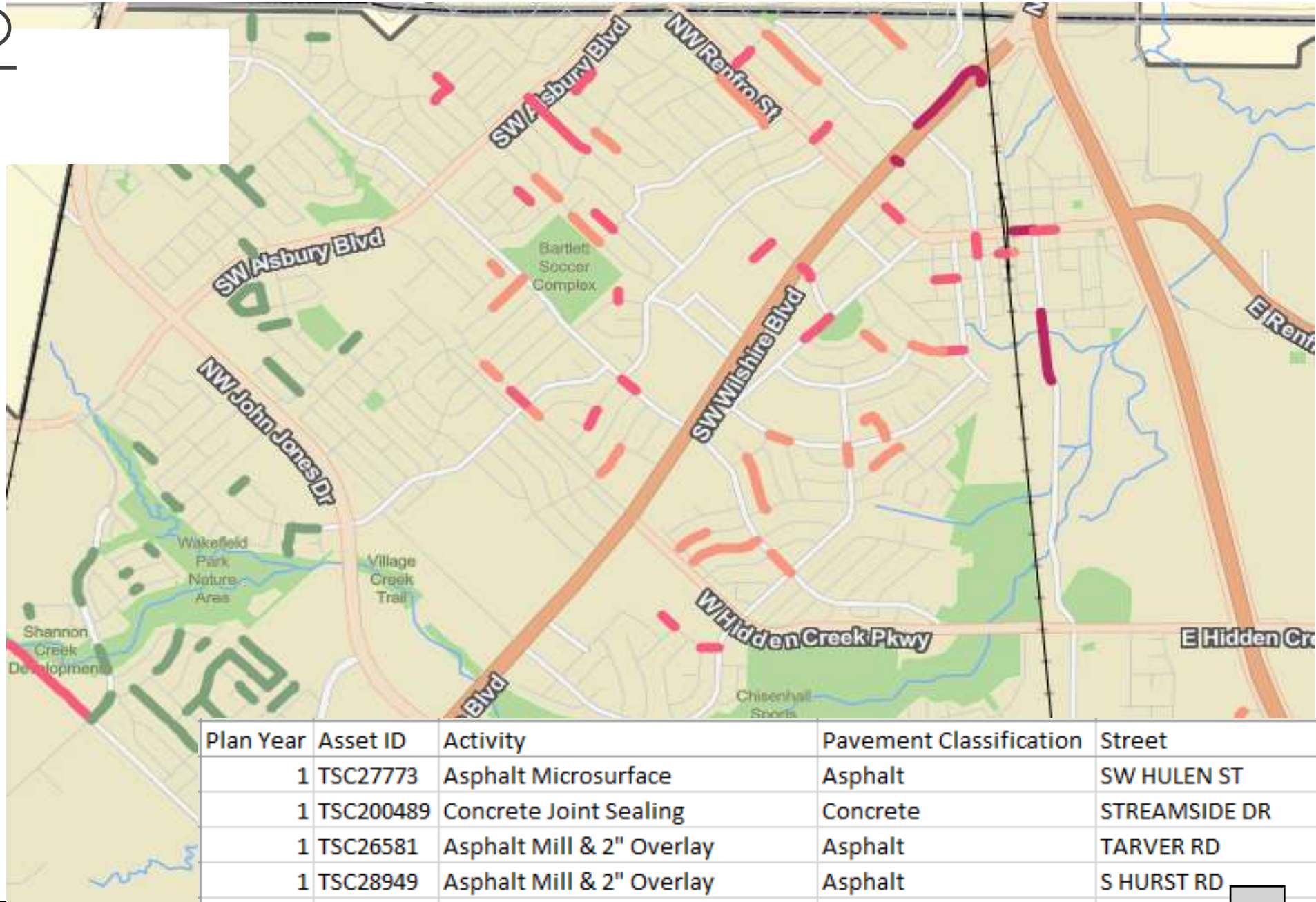
Joint Sealing \$1,289	Small Size Repair \$31,910
Maintenance Sealing \$38,031	Medium Size Repair \$244,416

Scenario Model

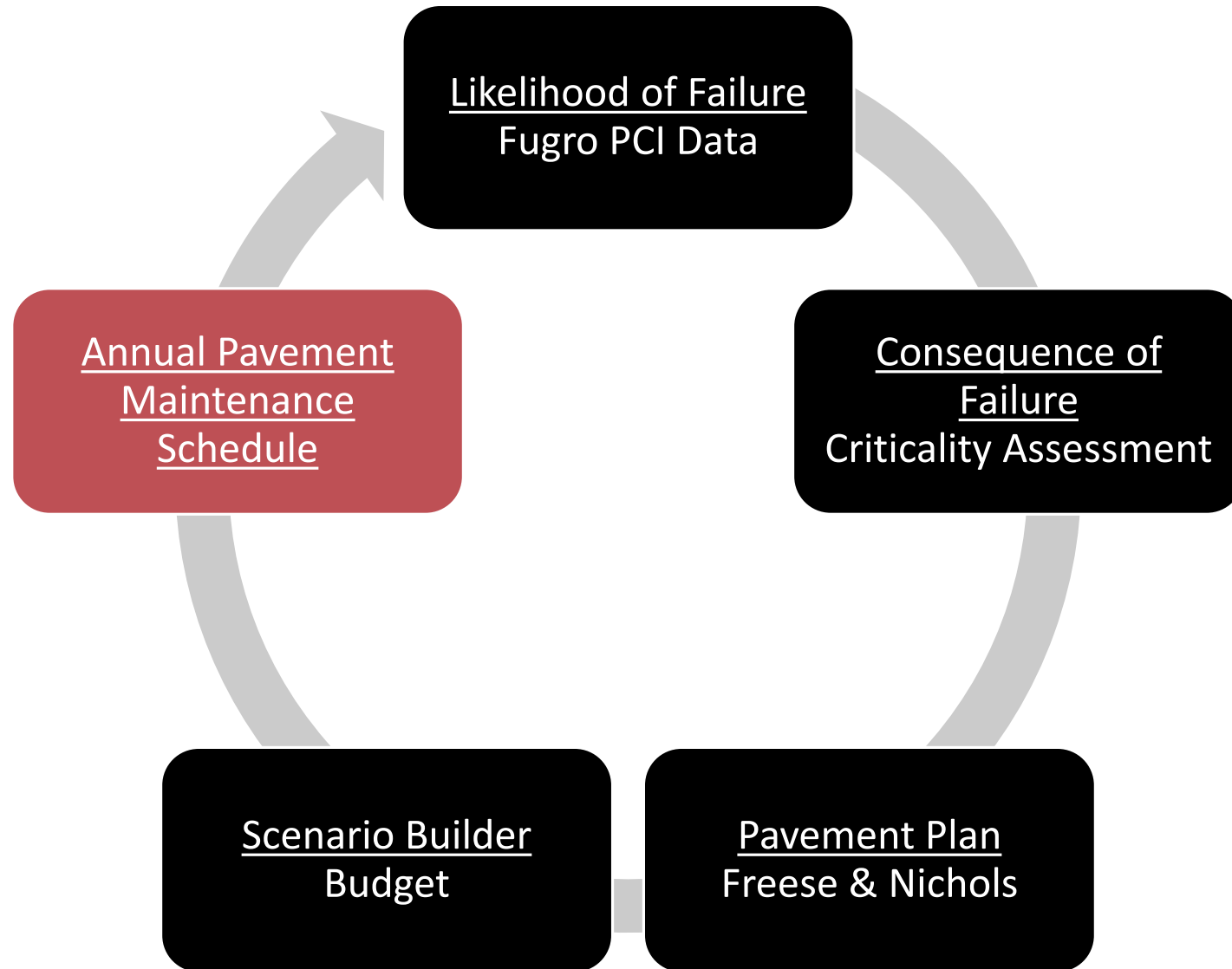
O&M Budget
\$2,299,99.59

Beginning OCI:
68.2
Ending OCI:
67.02

Beginning Risk:
Arterials: 2.00%
Collectors:
10.40%
Local: 87.50%



Plan Year	Asset ID	Activity	Pavement Classification	Street
1	TSC27773	Asphalt Microsurface	Asphalt	SW HULEN ST
1	TSC200489	Concrete Joint Sealing	Concrete	STREAMSIDE DR
1	TSC26581	Asphalt Mill & 2" Overlay	Asphalt	TARVER RD
1	TSC28949	Asphalt Mill & 2" Overlay	Asphalt	S HURST RD
1	TSC26918	Asphalt Microsurface	Asphalt	NW ANN LO
1	TSC125633	Concrete Medium Size Full-Depth	Concrete	ST ANDREWS DR

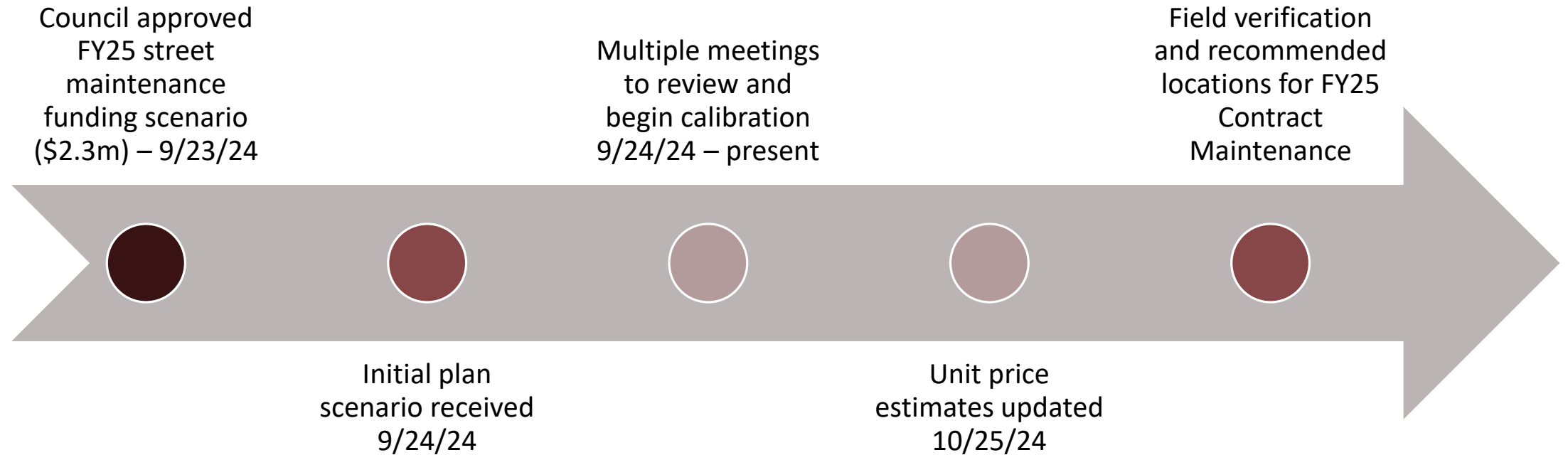


Public Works Process

- Navigating asset management export
- Calibration of modified data
- Next steps to verify information
- Final proposed process to plan adoption



Timeline



Maintenance Treatment	Year 1 Estimated Cost	Year 2 Estimated Cost
Asphalt Maintenance Sealing	\$ 24,570	\$ 16,042
Asphalt Microsurface	\$ 177,534	\$ 191,926
Asphalt Mill & 2" Overlay	\$ 1,782,251	\$ 2,049,661
Concrete Joint Sealing Total	\$ 1,289	\$ 66
Concrete Maintenance Sealing	\$ 38,031	\$ 47,568
Concrete Medium Size Full-Depth	\$ 244,416	\$ -
Concrete Small Size Full-Depth	\$ 31,910	\$ 4,735
Total Estimated Cost	\$ 2,300,000	\$ 2,309,999

Year 1 & 2 Summary Recommendations from Asset Management

Calibration

Asset Management program maturation entails calibration and field verification activities that must be undertaken by staff to include:

- Enhancing the use of GIS mapping to facilitate field verification (and later bidding and public reporting)
- Incorporating pavement marking replacement into cost estimates (quantified as part of field verification)
- Verifying via site visits to include:
 - Confirmation of maintenance treatment
 - Quantifying pavement markings to be replaced
 - Confirmation of project limits

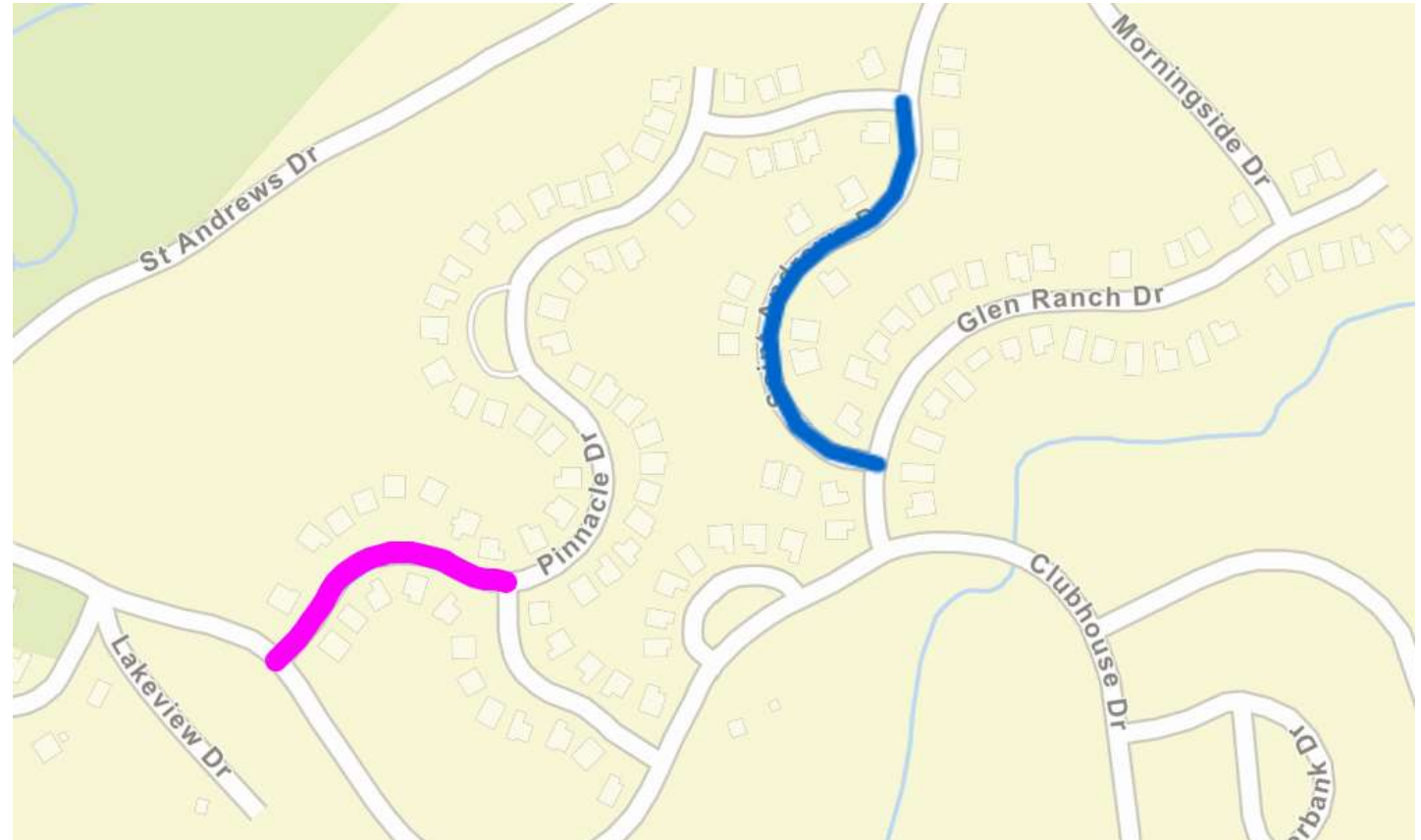
These activities are anticipated to be more time-consuming this year (first time) than in future years.

No section of Alsbury, Hidden Creek, or Renfro has been recommended for improvements by the asset management program

Field Verification Example

- The segment of street recommended for concrete panel replacement is in Mountain Valley.
- Pinnacle Drive, highlighted in pink, spans 685 feet with an estimated repair cost of \$59,197.

Mountain Valley



Pinnacle Drive

The specific segment requiring attention is approximately 80 feet of the 685' block length. The field verification process is designed to clarify and confirm the quantities of work to be performed.



Field Verification Example Two

- Various segments in the vicinity of Burleson Collegiate High School are recommended by the asset management program for mill and overlay treatment.
- Field verification will help reduce mobilization costs by determining whether segments should be combined and moved to either year one or two.



Options for Council Consideration and Feedback



Staff Recommendation

Option 1
\$2.3m
<ul style="list-style-type: none">▪ \$700k concrete repair contract▪ \$1.6m maintenance contracts as recommended by staff following additional calibration / field verification
Consider concrete repair contract November/December - Advertise ITB in January – contract award March – all work completed August

Option 2
\$2.3m
<ul style="list-style-type: none">▪ Full calibration / field verification of asset management program recommendation
Advertise ITB in March – contract award in May – work completed in September

Options for Major Thoroughfares

While balancing model calibration, Public Works has prepared a concrete contract to address repair needs on our major thoroughfares.

Location	Estimated Cost	Comments
Contract ready for consideration on November 18th – Pending feedback		
Multiple locations along Hidden Creek Parkway and additional smaller repairs on Alsbury and Renfro.	\$700,000	FY 24-25 Street Maintenance Fund

Hidden Creek Parkway

- Alsbury, Renfro, and Hidden Creek Parkway that are not fully addressed in the current asset management plan.
- To address this, option 1 includes a concrete repair contract focused on largely on problem areas on Hidden Creek Parkway.

Example location of Hidden Creek near Hidden Lake Drive and Fire Station 16.



Hidden Creek and Hidden Oaks Drive



Proper joint seal to prevent water penetration and more costly future repairs

Hidden Creek and Cardinal Ridge



Recently Completed, Currently Underway and Upcoming Work



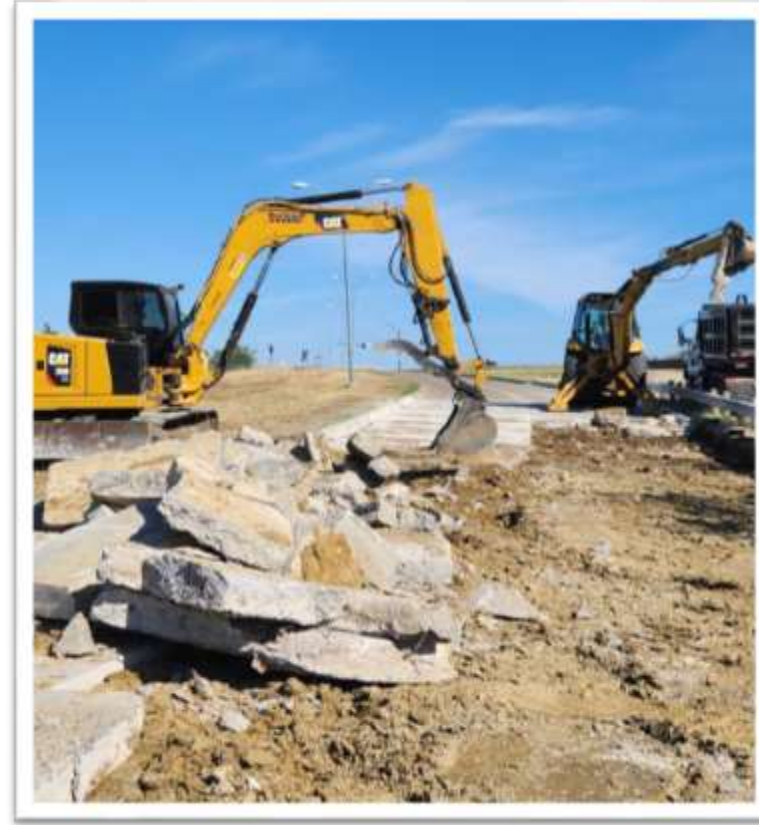
Funded by FY23-24 Operating Funds	
Alsbury Blvd – 3 locations	\$110,000
Hidden Vistas near Hidden Creek Parkway	\$49,000
NW Renfro and Silver Ridge	\$20,530
1200 Blk E. Hidden Creek	\$16,800
Total	\$196,330



NW Renfro and Silver Ridge



1200 Blk E. Hidden Creek



Hidden Vistas

Recent Projects

Questions / Direction

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Deputy Director Public Works
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Plan Year	Asset ID	Activity	Pavement Type	Street	Est. Length (feet)	CLASSIFICATION
1	TSC26581	Asphalt Mill & 2" Overlay	Asphalt	TARVER RD	1574	LOCAL
1	TSC26931	Asphalt Mill & 2" Overlay	Asphalt	NW LORNA ST	1076	LOCAL
1	TSC28949	Asphalt Mill & 2" Overlay	Asphalt	S HURST RD	1451	COLLECTOR
1	TSC27397	Asphalt Mill & 2" Overlay	Asphalt	NW CHISHOLM RD	1037	LOCAL
1	TSC26652	Asphalt Mill & 2" Overlay	Asphalt	SHADY OAKS DR	984	LOCAL
1	TSC27582	Asphalt Mill & 2" Overlay	Asphalt	COLLINS DR	903	LOCAL
1	TSC124496	Asphalt Mill & 2" Overlay	Asphalt	HIGHCREST DR	717	LOCAL
1	TSC27178	Asphalt Mill & 2" Overlay	Asphalt	JUDITH ST	652	LOCAL
1	TSC26936	Asphalt Mill & 2" Overlay	Asphalt	NICOLE DR	661	LOCAL
1	TSC27303	Asphalt Mill & 2" Overlay	Asphalt	VALLEY TERRACE RD	648	LOCAL
1	TSC26795	Asphalt Mill & 2" Overlay	Asphalt	SE GARDENS BLVD	416	COLLECTOR
1	TSC27430	Asphalt Mill & 2" Overlay	Asphalt	NW DOUGLAS ST	592	LOCAL
1	TSC27522	Asphalt Mill & 2" Overlay	Asphalt	SW SUNNYBROOK DR	527	LOCAL
1	TSC27361	Asphalt Mill & 2" Overlay	Asphalt	BERNICE CT	560	LOCAL
1	TSC27618	Asphalt Mill & 2" Overlay	Asphalt	SPRINGHILL DR	567	LOCAL
1	TSC27365	Asphalt Mill & 2" Overlay	Asphalt	NATHAN ST	523	LOCAL
1	TSC27471	Asphalt Mill & 2" Overlay	Asphalt	PARKVIEW DR	557	LOCAL
1	TSC124490	Asphalt Mill & 2" Overlay	Asphalt	PECAN ST	464	LOCAL
1	TSC26649	Asphalt Mill & 2" Overlay	Asphalt	REDHAW CT	551	LOCAL
1	TSC27645	Asphalt Mill & 2" Overlay	Asphalt	OAK CREST RD	522	LOCAL
1	TSC27205	Asphalt Mill & 2" Overlay	Asphalt	PARKVIEW DR	501	LOCAL
1	TSC27357	Asphalt Mill & 2" Overlay	Asphalt	SE NEWTON DR	472	LOCAL
1	TSC124506	Asphalt Mill & 2" Overlay	Asphalt	GLEN OAK DR	435	LOCAL
1	TSC124489	Asphalt Mill & 2" Overlay	Asphalt	JUDITH ST	394	LOCAL
1	TSC124491	Asphalt Mill & 2" Overlay	Asphalt	NW BARBARA LN	422	LOCAL
1	TSC26832	Asphalt Mill & 2" Overlay	Asphalt	SE GREGORY ST	290	COLLECTOR
1	TSC26870	Asphalt Mill & 2" Overlay	Asphalt	CARDINAL RIDGE RD	290	LOCAL
1	TSC26829	Asphalt Mill & 2" Overlay	Asphalt	IRENE ST	282	COLLECTOR
1	TSC27013	Asphalt Mill & 2" Overlay	Asphalt	SE ROBERT ST	342	LOCAL
1	TSC27773	Asphalt Microsurface	Asphalt	SW HULEN ST	2306	COLLECTOR
1	TSC27329	Asphalt Mill & 2" Overlay	Asphalt	HEBERLE DR	303	LOCAL
1	TSC27483	Asphalt Mill & 2" Overlay	Asphalt	NW LORNA ST	295	LOCAL
1	TSC27420	Asphalt Mill & 2" Overlay	Asphalt	NW DOUGLAS ST	295	LOCAL
1	TSC26904	Asphalt Mill & 2" Overlay	Asphalt	JANA LN	457	LOCAL
1	TSC28727	Asphalt Mill & 2" Overlay	Asphalt	NW WINTERCREST RD	287	LOCAL
1	TSC27101	Asphalt Mill & 2" Overlay	Asphalt	SHORT ST	276	LOCAL
1	TSC26674	Asphalt Mill & 2" Overlay	Asphalt	NW WINTERCREST RD	296	LOCAL
1	TSC27242	Asphalt Mill & 2" Overlay	Asphalt	ROCK RIDGE DR	272	LOCAL
1	TSC27295	Asphalt Mill & 2" Overlay	Asphalt	CRESTMONT CT	195	LOCAL
1	TSC26918	Asphalt Microsurface	Asphalt	NW ANN LOIS LN	1228	LOCAL
1	TSC26209	Asphalt Microsurface	Asphalt	E FM 917	793	ARTERIAL
1	TSC26708	Asphalt Mill & 2" Overlay	Asphalt	STEVEN ST	137	LOCAL
1	TSC27311	Asphalt Mill & 2" Overlay	Asphalt	W VALLEY TERRACE CIR	127	LOCAL
1	TSC27011	Asphalt Microsurface	Asphalt	SW JOHNSON AVE	507	COLLECTOR
1	TSC26543	Asphalt Microsurface	Asphalt	E RENFRO ST	328	ARTERIAL
1	TSC196607	Asphalt Mill & 2" Overlay	Asphalt	COUNTY ROAD 1020	133	COLLECTOR
1	TSC26807	Asphalt Mill & 2" Overlay	Asphalt	E ELLISON ST	121	LOCAL

1	TSC31327	Asphalt Microsurface	Asphalt	S HURST RD	633	COLLECTOR
1	TSC196482	Asphalt Microsurface	Asphalt	COUNTY ROAD 913	378	LOCAL
1	TSC26514	Asphalt Microsurface	Asphalt	NW RENFRO ST	267	ARTERIAL
1	TSC26973	Asphalt Microsurface	Asphalt	SW GORDON ST	392	LOCAL
1	TSC196475	Asphalt Microsurface	Asphalt	COUNTY ROAD 1016	499	LOCAL
1	TSC29106	Asphalt Microsurface	Asphalt	THISTLE MEADE CIR	433	LOCAL
1	TSC200747	Asphalt Mill & 2" Overlay	Asphalt	COUNTY ROAD 602	46	LOCAL
1	TSC26662	Asphalt Microsurface	Asphalt	NW SUMMERCREST BLVD	290	COLLECTOR
1	TSC27480	Asphalt Microsurface	Asphalt	BETTY L LN	387	LOCAL
1	TSC26995	Asphalt Microsurface	Asphalt	S WILSON ST	321	COLLECTOR
1	TSC27470	Asphalt Microsurface	Asphalt	BERKSHIRE CT	365	LOCAL
1	TSC26560	Asphalt Maintenance Sealing	Asphalt	NE WILSHIRE EXT	900	LOCAL
1	TSC27636	Asphalt Microsurface	Asphalt	OAK VALLEY RD	370	LOCAL
1	TSC28775	Asphalt Microsurface	Asphalt	THISTLE MEADE CIR	328	LOCAL
1	TSC27538	Asphalt Microsurface	Asphalt	SCHUMACHER DR	258	LOCAL
1	TSC27403	Asphalt Microsurface	Asphalt	NE TAYLOR ST	310	LOCAL
1	TSC27606	Asphalt Microsurface	Asphalt	NW NEWTON DR	248	COLLECTOR
1	TSC27518	Asphalt Microsurface	Asphalt	SW SUNDOWN TRL	317	LOCAL
1	TSC27002	Asphalt Microsurface	Asphalt	SE NEWTON DR	317	LOCAL
1	TSC200278	Asphalt Maintenance Sealing	Asphalt	E RENFRO ST	322	ARTERIAL
1	TSC28770	Asphalt Microsurface	Asphalt	W COUNTY ROAD 714	408	COLLECTOR
1	TSC27226	Asphalt Microsurface	Asphalt	NE CINDY LN	311	LOCAL
1	TSC26989	Asphalt Microsurface	Asphalt	W BUFFORD ST	335	LOCAL
1	TSC27614	Asphalt Microsurface	Asphalt	KINGLET CT	275	LOCAL
1	TSC27709	Asphalt Microsurface	Asphalt	SIERRA VISTA DR	269	LOCAL
1	TSC26675	Asphalt Microsurface	Asphalt	NW WINTERCREST RD	300	LOCAL
1	TSC26783	Asphalt Microsurface	Asphalt	SCHUMACHER DR	274	LOCAL
1	TSC27248	Asphalt Microsurface	Asphalt	N WOODCREST DR	272	LOCAL
1	TSC27710	Asphalt Microsurface	Asphalt	ARBORLAWN DR	286	LOCAL
1	TSC26615	Asphalt Microsurface	Asphalt	BRYAN DR	261	LOCAL
1	TSC29145	Asphalt Maintenance Sealing	Asphalt	NE WILSHIRE EXT	600	LOCAL
1	TSC27061	Asphalt Maintenance Sealing	Asphalt	NE MCALISTER RD	272	COLLECTOR
1	TSC27496	Asphalt Microsurface	Asphalt	BARKRIDGE CT	145	LOCAL
1	TSC27087	Asphalt Microsurface	Asphalt	VALLEY VIEW CT	143	LOCAL
1	TSC26813	Asphalt Microsurface	Asphalt	W ELLISON ST	116	LOCAL
1	TSC196654	Asphalt Microsurface	Asphalt	COUNTY ROAD 1020	84	COLLECTOR
1	TSC27408	Asphalt Maintenance Sealing	Asphalt	NW LORNA ST	90	LOCAL
1	TSC27667	Asphalt Maintenance Sealing	Asphalt	S DOBSON ST	1134	COLLECTOR
1	TSC125621	Concrete Joint Sealing	Concrete	MORNINGSIDE DR	1038	LOCAL
1	TSC125627	Concrete Small Size Full-Depth Repair	Concrete	PINNACLE DR	617	LOCAL
1	TSC125631	Concrete Maintenance Sealing	Concrete	GLENN RANCH DR	751	LOCAL
1	TSC125664	Concrete Joint Sealing	Concrete	PARK PL	459	LOCAL
1	TSC126232	Concrete Maintenance Sealing	Concrete	SHORELINE DR	287	LOCAL
1	TSC126234	Concrete Joint Sealing	Concrete	SHORELINE DR	306	LOCAL
1	TSC29833	Concrete Joint Sealing	Concrete	BLUEBIRD MEADOWS DR	196	LOCAL
1	TSC29840	Concrete Medium Size Full-Depth Repair	Concrete	SAPPHIRE LN	696	LOCAL
1	TSC126351	Concrete Maintenance Sealing	Concrete	GLADE MEADOWS DR	127	LOCAL
1	TSC126429	Concrete Joint Sealing	Concrete	OAK KNOLL DR	532	LOCAL
1	TSC125608	Concrete Joint Sealing	Concrete	COTTONWOOD WAY	350	LOCAL

1	TSC125612	Concrete Maintenance Sealing	Concrete	SHORELINE DR	484	LOCAL
1	TSC125672	Concrete Medium Size Full-Depth	Concrete	PINNACLE DR	690	LOCAL
1	TSC126350	Concrete Joint Sealing	Concrete	GRASSY MEADOWS DR	356	LOCAL
1	TSC126433	Concrete Joint Sealing	Concrete	OAK KNOLL DR	473	LOCAL
1	TSC196293	Concrete Joint Sealing	Concrete	GRASSY MEADOWS DR	340	LOCAL
1	TSC196525	Concrete Joint Sealing	Concrete	GLADE MEADOWS DR	290	LOCAL
1	TSC200390	Concrete Joint Sealing	Concrete	RIVERBANK DR	522	LOCAL
1	TSC29830	Concrete Medium Size Full-Depth	Concrete	BLUEBIRD MEADOWS DR	159	LOCAL
1	TSC125632	Concrete Joint Sealing	Concrete	GLENN RANCH DR	220	LOCAL
1	TSC125633	Concrete Medium Size Full-Depth	Concrete	ST ANDREWS DR	1168	LOCAL
1	TSC126235	Concrete Joint Sealing	Concrete	ST ANDREWS DR	372	LOCAL
1	TSC126427	Concrete Joint Sealing	Concrete	ARBOR VIEW DR	886	LOCAL
1	TSC200489	Concrete Joint Sealing	Concrete	STREAMSIDE DR	1855	LOCAL
1	TSC125628	Concrete Joint Sealing	Concrete	PINNACLE DR	147	LOCAL
1	TSC126344	Concrete Joint Sealing	Concrete	GLADE MEADOWS DR	347	LOCAL
1	TSC126428	Concrete Joint Sealing	Concrete	ARBOR VIEW DR	217	LOCAL
1	TSC196524	Concrete Joint Sealing	Concrete	GLADE MEADOWS DR	419	LOCAL
1	TSC200894	Concrete Joint Sealing	Concrete	STREAMSIDE DR	695	LOCAL
1	TSC26216	Concrete Joint Sealing	Concrete	COUNTY ROAD 910B	981	LOCAL
1	TSC124622	Concrete Joint Sealing	Concrete	WOODBERRY DR	165	LOCAL
1	TSC126240	Concrete Joint Sealing	Concrete	GATE TRL	179	LOCAL
1	TSC126342	Concrete Small Size Full-Depth R	Concrete	BOOT JACK DR	105	LOCAL
1	TSC126347	Concrete Joint Sealing	Concrete	MOLLY ANITA DR	199	LOCAL
1	TSC126353	Concrete Maintenance Sealing	Concrete	BLUE LAKE DR	291	LOCAL
1	TSC196523	Concrete Joint Sealing	Concrete	GLADE MEADOWS DR	313	LOCAL
1	TSC196531	Concrete Joint Sealing	Concrete	GRASSY MEADOWS DR	530	LOCAL
1	TSC200389	Concrete Joint Sealing	Concrete	RIVERBANK DR	316	LOCAL
1	TSC124621	Concrete Joint Sealing	Concrete	ST ANDREWS DR	103	LOCAL
1	TSC126346	Concrete Joint Sealing	Concrete	GRASSY MEADOWS DR	652	LOCAL
1	TSC196529	Concrete Joint Sealing	Concrete	MOLLY ANITA DR	545	LOCAL
1	TSC200391	Concrete Joint Sealing	Concrete	RIVERBANK DR	522	LOCAL
1	TSC200392	Concrete Joint Sealing	Concrete	OAK SPRINGS DR	422	LOCAL
1	TSC200393	Concrete Joint Sealing	Concrete	STREAMSIDE CT	742	LOCAL
1	TSC126352	Concrete Joint Sealing	Concrete	BLUE LAKE DR	417	LOCAL
1	TSC126432	Concrete Joint Sealing	Concrete	GATE TRL	223	LOCAL
1	TSC196530	Concrete Joint Sealing	Concrete	BOOT JACK DR	525	LOCAL
1	TSC124381	Concrete Joint Sealing	Concrete	ST CROIX ST	290	LOCAL
1	TSC126299	Concrete Joint Sealing	Concrete	LARAMIE LN	722	LOCAL
1	TSC126305	Concrete Joint Sealing	Concrete	FRASER DR	145	LOCAL
1	TSC196300	Concrete Joint Sealing	Concrete	LONE COTTONWOOD CT	72	LOCAL
1	TSC200369	Concrete Joint Sealing	Concrete	CANDLER DR	405	COLLECTOR
1	TSC200520	Concrete Joint Sealing	Concrete	NE MCALISTER RD	214	COLLECTOR
1	TSC27915	Concrete Joint Sealing	Concrete	QUEEN ANNES DR	165	LOCAL
1	TSC28180	Concrete Joint Sealing	Concrete	MICAH RD	257	LOCAL
1	TSC28246	Concrete Joint Sealing	Concrete	MESQUITE DR	513	LOCAL
1	TSC28320	Concrete Joint Sealing	Concrete	REDFISH DR	386	LOCAL
1	TSC29232	Concrete Joint Sealing	Concrete	WHITE MARLIN DR	306	LOCAL
1	TSC29868	Concrete Joint Sealing	Concrete	FALLS CREEK CT	607	LOCAL
1	TSC31216	Concrete Joint Sealing	Concrete	EMILY CT	430	LOCAL

1	TSC31282	Concrete Joint Sealing	Concrete	HUDSON LN	562	LOCAL
1	TSC31286	Concrete Joint Sealing	Concrete	YUKON DR	289	LOCAL
1	TSC31297	Concrete Joint Sealing	Concrete	CANDLER DR	504	COLLECTOR
1	TSC100280	Concrete Joint Sealing	Concrete	COLORADO DR	512	LOCAL
1	TSC124326	Concrete Joint Sealing	Concrete	SUNSPIKE CT	191	LOCAL
1	TSC124358	Concrete Joint Sealing	Concrete	YUKON DR	289	LOCAL
1	TSC124382	Concrete Joint Sealing	Concrete	MADISON ST	792	LOCAL
1	TSC124528	Concrete Joint Sealing	Concrete	LINDEN DR	342	LOCAL
1	TSC135901	Concrete Joint Sealing	Concrete	PEDERNALES ST	290	LOCAL
1	TSC200362	Concrete Joint Sealing	Concrete	SAYLEE LN	94	LOCAL
1	TSC200772	Concrete Joint Sealing	Concrete	NE MCALISTER RD	48	LOCAL
1	TSC27882	Concrete Joint Sealing	Concrete	TYLER JAMES DR	499	LOCAL
1	TSC28456	Concrete Joint Sealing	Concrete	AARON DR	280	LOCAL
1	TSC29040	Concrete Joint Sealing	Concrete	BENJAMIN DR	547	LOCAL
1	TSC29461	Concrete Joint Sealing	Concrete	SILVERTHORNE DR	274	LOCAL
1	TSC29462	Concrete Joint Sealing	Concrete	SILVERTHORNE DR	454	LOCAL
1	TSC31210	Concrete Joint Sealing	Concrete	HILLSIDE DR	396	COLLECTOR
1	TSC31218	Concrete Joint Sealing	Concrete	COLLETT ST	269	LOCAL
1	TSC100276	Concrete Joint Sealing	Concrete	POTOMAC DR	511	LOCAL
1	TSC124357	Concrete Joint Sealing	Concrete	PECOS DR	302	LOCAL
1	TSC196577	Concrete Joint Sealing	Concrete	RYER TRL	155	LOCAL
1	TSC200544	Concrete Joint Sealing	Concrete	EAGLE BEND LN	153	LOCAL
1	TSC27914	Concrete Joint Sealing	Concrete	QUEEN ANNES DR	284	LOCAL
1	TSC28255	Concrete Joint Sealing	Concrete	LINDEN DR	362	LOCAL
1	TSC28330	Concrete Joint Sealing	Concrete	FLOUNDER DR	707	LOCAL
1	TSC28458	Concrete Joint Sealing	Concrete	CEDAR RIDGE LN	282	LOCAL
1	TSC28520	Concrete Joint Sealing	Concrete	ADAMS DR	374	LOCAL
1	TSC28628	Concrete Joint Sealing	Concrete	WEST BEND BLVD	262	COLLECTOR
1	TSC28893	Concrete Joint Sealing	Concrete	WRIGLEY DR	329	LOCAL
1	TSC29862	Concrete Joint Sealing	Concrete	PRAIRIE TIMBER RD	634	LOCAL
1	TSC30839	Concrete Joint Sealing	Concrete	MEADOW RIDGE DR	169	LOCAL
1	TSC124328	Concrete Joint Sealing	Concrete	FOXGLOVE LN	304	LOCAL
1	TSC124457	Concrete Joint Sealing	Concrete	HUDSON LN	694	LOCAL
1	TSC135907	Concrete Joint Sealing	Concrete	TRINITY ST	278	LOCAL
1	TSC196457	Concrete Joint Sealing	Concrete	COMMONS DR	691	COLLECTOR
1	TSC200312	Concrete Maintenance Sealing	Concrete	SHADY OAKS DR	39	LOCAL
1	TSC200363	Concrete Joint Sealing	Concrete	REVERIE RD	95	LOCAL
1	TSC200515	Concrete Joint Sealing	Concrete	CANDLER DR	888	LOCAL
1	TSC27906	Concrete Joint Sealing	Concrete	DANDELION TRL	805	LOCAL
1	TSC27909	Concrete Joint Sealing	Concrete	ANNA LEA LN	524	LOCAL
1	TSC28057	Concrete Joint Sealing	Concrete	FIREWHEEL RD	641	LOCAL
1	TSC28455	Concrete Joint Sealing	Concrete	AARON DR	504	LOCAL
1	TSC28603	Concrete Joint Sealing	Concrete	SIENNA CT	238	LOCAL
1	TSC28615	Concrete Joint Sealing	Concrete	MELROSE DR	345	LOCAL
1	TSC28632	Concrete Joint Sealing	Concrete	GEDDES CT	202	LOCAL
1	TSC28747	Concrete Joint Sealing	Concrete	PHLOX LN	284	LOCAL
1	TSC28980	Concrete Joint Sealing	Concrete	ELIZABETH DR	279	LOCAL
1	TSC29454	Concrete Joint Sealing	Concrete	OLIVE CT	197	LOCAL
1	TSC29853	Concrete Joint Sealing	Concrete	PRAIRIE GROVE LN	839	LOCAL

1	TSC29864	Concrete Joint Sealing	Concrete	PRAIRIE TIMBER RD	488	LOCAL
1	TSC100281	Concrete Joint Sealing	Concrete	YUKON DR	614	LOCAL
1	TSC124334	Concrete Joint Sealing	Concrete	NW PARK MEADOW LN	282	LOCAL
1	TSC124380	Concrete Joint Sealing	Concrete	CANADIAN LN	788	LOCAL
1	TSC124536	Concrete Joint Sealing	Concrete	WEST BEND BLVD	299	LOCAL
1	TSC124556	Concrete Joint Sealing	Concrete	MISTY OAK TRL	72	LOCAL
2	TSC26725	Asphalt Mill & 2" Overlay	Asphalt	FOX LN	2109	LOCAL
2	TSC28161	Asphalt Mill & 2" Overlay	Asphalt	NW SUMMERCREST BLVD	715	COLLECTOR
2	TSC29187	Asphalt Mill & 2" Overlay	Asphalt	SW HULEN ST	1488	COLLECTOR
2	TSC26777	Asphalt Mill & 2" Overlay	Asphalt	SE GREGORY ST	741	COLLECTOR
2	TSC27577	Asphalt Mill & 2" Overlay	Asphalt	LISA ST	820	LOCAL
2	TSC26898	Asphalt Mill & 2" Overlay	Asphalt	WYCHE CT	945	LOCAL
2	TSC27585	Asphalt Mill & 2" Overlay	Asphalt	SE GREGORY ST	574	COLLECTOR
2	TSC27447	Asphalt Mill & 2" Overlay	Asphalt	DOWNWOOD DR	792	LOCAL
2	TSC27319	Asphalt Mill & 2" Overlay	Asphalt	DOWNWOOD DR	747	LOCAL
2	TSC200273	Asphalt Mill & 2" Overlay	Asphalt	W RENFRO ST	318	ARTERIAL
2	TSC100219	Asphalt Mill & 2" Overlay	Asphalt	CRESTVIEW DR	669	LOCAL
2	TSC27724	Asphalt Mill & 2" Overlay	Asphalt	NE BRUSHY MOUND RD	662	LOCAL
2	TSC100220	Asphalt Mill & 2" Overlay	Asphalt	NICOLE DR	653	LOCAL
2	TSC27435	Asphalt Mill & 2" Overlay	Asphalt	NW DOUGLAS ST	566	LOCAL
2	TSC26667	Asphalt Mill & 2" Overlay	Asphalt	NW SUMMERCREST BLVD	272	COLLECTOR
2	TSC26993	Asphalt Mill & 2" Overlay	Asphalt	S WARREN ST	336	COLLECTOR
2	TSC27308	Asphalt Mill & 2" Overlay	Asphalt	LITTLE RIDGE CT	503	LOCAL
2	TSC27660	Asphalt Mill & 2" Overlay	Asphalt	E MILLER ST	481	LOCAL
2	TSC27277	Asphalt Mill & 2" Overlay	Asphalt	BROWN ST	516	LOCAL
2	TSC26613	Asphalt Mill & 2" Overlay	Asphalt	SANDGATE DR	467	LOCAL
2	TSC26868	Asphalt Mill & 2" Overlay	Asphalt	CARDINAL RIDGE RD	292	LOCAL
2	TSC26888	Asphalt Mill & 2" Overlay	Asphalt	CARDINAL RIDGE RD	290	LOCAL
2	TSC27631	Asphalt Mill & 2" Overlay	Asphalt	GLEN OAK DR	354	LOCAL
2	TSC22277	Asphalt Microsurface	Asphalt	SW HULEN ST	2946	COLLECTOR
2	TSC27675	Asphalt Mill & 2" Overlay	Asphalt	CARDINAL RIDGE RD	210	LOCAL
2	TSC26824	Asphalt Mill & 2" Overlay	Asphalt	GARDENIA CT	330	LOCAL
2	TSC26819	Asphalt Mill & 2" Overlay	Asphalt	JASMINE CT	308	LOCAL
2	TSC27215	Asphalt Mill & 2" Overlay	Asphalt	SW CINDY LN	300	LOCAL
2	TSC27065	Asphalt Mill & 2" Overlay	Asphalt	N WOODCREST DR	348	LOCAL
2	TSC27225	Asphalt Mill & 2" Overlay	Asphalt	SW CINDY LN	320	LOCAL
2	TSC28130	Asphalt Mill & 2" Overlay	Asphalt	HOUSTON RD	372	LOCAL
2	TSC27590	Asphalt Mill & 2" Overlay	Asphalt	S MAIN ST	327	LOCAL
2	TSC26628	Asphalt Mill & 2" Overlay	Asphalt	SW MURPHY RD	302	COLLECTOR
2	TSC27115	Asphalt Mill & 2" Overlay	Asphalt	SW SUNNYBROOK DR	270	LOCAL
2	TSC27540	Asphalt Mill & 2" Overlay	Asphalt	SCHUMACHER DR	290	LOCAL
2	TSC27358	Asphalt Mill & 2" Overlay	Asphalt	SW DIAN ST	295	COLLECTOR
2	TSC27728	Asphalt Mill & 2" Overlay	Asphalt	FOREST CT	289	LOCAL
2	TSC27412	Asphalt Mill & 2" Overlay	Asphalt	NE CINDY LN	247	LOCAL
2	TSC27309	Asphalt Mill & 2" Overlay	Asphalt	SHADY TREE CT	238	LOCAL
2	TSC196606	Asphalt Mill & 2" Overlay	Asphalt	COUNTY ROAD 1020	269	COLLECTOR
2	TSC196453	Asphalt Mill & 2" Overlay	Asphalt	WILDWOOD LN	263	LOCAL
2	TSC26608	Asphalt Mill & 2" Overlay	Asphalt	MEADOWCREST DR	211	LOCAL
2	TSC27494	Asphalt Microsurface	Asphalt	BARKRIDGE TRL	1303	LOCAL

2	TSC27067	Asphalt Mill & 2" Overlay	Asphalt	TIMBER RIDGE CT	209	LOCAL
2	TSC200219	Asphalt Microsurface	Asphalt	COUNTY ROAD 518	1223	LOCAL
2	TSC27564	Asphalt Mill & 2" Overlay	Asphalt	SE GARDENS BLVD	129	COLLECTOR
2	TSC27210	Asphalt Microsurface	Asphalt	NW NEWTON DR	1041	LOCAL
2	TSC28004	Asphalt Microsurface	Asphalt	VINEWOOD AVE	1074	LOCAL
2	TSC27543	Asphalt Microsurface	Asphalt	MITCHELL LN	931	LOCAL
2	TSC200568	Asphalt Mill & 2" Overlay	Asphalt	HOUSTON RD	169	LOCAL
2	TSC26513	Asphalt Mill & 2" Overlay	Asphalt	NW RENFRO ST	62	ARTERIAL
2	TSC125638	Asphalt Mill & 2" Overlay	Asphalt	OLD STATE HIGHWAY 174	175	LOCAL
2	TSC27282	Asphalt Mill & 2" Overlay	Asphalt	TYLER CT	124	LOCAL
2	TSC26504	Asphalt Microsurface	Asphalt	W RENFRO ST	319	ARTERIAL
2	TSC27506	Asphalt Microsurface	Asphalt	MARKET ST	485	COLLECTOR
2	TSC119872	Asphalt Microsurface	Asphalt	COUNTY ROAD 1020	713	COLLECTOR
2	TSC124501	Asphalt Mill & 2" Overlay	Asphalt	PARKVIEW DR	93	LOCAL
2	TSC26789	Asphalt Microsurface	Asphalt	IRENE ST	404	COLLECTOR
2	TSC26609	Asphalt Microsurface	Asphalt	MEADOWCREST DR	559	LOCAL
2	TSC100221	Asphalt Mill & 2" Overlay	Asphalt	CRESTMONT DR	84	LOCAL
2	TSC196643	Asphalt Mill & 2" Overlay	Asphalt	SE GARDENS BLVD	50	COLLECTOR
2	TSC196652	Asphalt Microsurface	Asphalt	COUNTY ROAD 1020	602	COLLECTOR
2	TSC196641	Asphalt Mill & 2" Overlay	Asphalt	NW NEWTON DR	48	COLLECTOR
2	TSC27498	Asphalt Microsurface	Asphalt	BARKRIDGE TRL	439	LOCAL
2	TSC27450	Asphalt Maintenance Sealing	Asphalt	SANDLEWOOD LN	1043	LOCAL
2	TSC27781	Asphalt Microsurface	Asphalt	COUNTY ROAD 921	361	COLLECTOR
2	TSC26890	Asphalt Microsurface	Asphalt	CARDINAL RIDGE RD	283	LOCAL
2	TSC27164	Asphalt Microsurface	Asphalt	SW WILSHIRE EXT	287	LOCAL
2	TSC27994	Asphalt Microsurface	Asphalt	THISTLE MEADE CIR	335	LOCAL
2	TSC27331	Asphalt Microsurface	Asphalt	HEBERLE DR	303	LOCAL
2	TSC26576	Asphalt Microsurface	Asphalt	NW JAYELLEN AVE	302	LOCAL
2	TSC27813	Asphalt Maintenance Sealing	Asphalt	BROAD VALLEY CT	1047	LOCAL
2	TSC28361	Asphalt Microsurface	Asphalt	THISTLE MEADE CIR	300	LOCAL
2	TSC27338	Asphalt Microsurface	Asphalt	JESSICA DR	278	LOCAL
2	TSC28712	Asphalt Microsurface	Asphalt	PLEASANT VALLEY DR	257	LOCAL
2	TSC27015	Asphalt Microsurface	Asphalt	SE ROBERT ST	296	LOCAL
2	TSC27537	Asphalt Microsurface	Asphalt	MICHELLE LN	296	LOCAL
2	TSC27610	Asphalt Microsurface	Asphalt	CARDINAL RIDGE RD	181	LOCAL
2	TSC27468	Asphalt Microsurface	Asphalt	SIERRA VISTA DR	205	LOCAL
2	TSC27663	Asphalt Maintenance Sealing	Asphalt	S DOBSON ST	317	COLLECTOR
2	TSC27161	Asphalt Microsurface	Asphalt	SW WILSHIRE EXT	150	LOCAL
2	TSC26679	Asphalt Microsurface	Asphalt	NW WINTERCREST RD	167	LOCAL
2	TSC26515	Asphalt Microsurface	Asphalt	NW RENFRO ST	73	ARTERIAL
2	TSC27889	Asphalt Microsurface	Asphalt	WHITE CLOVER CT	105	LOCAL
2	TSC27708	Asphalt Microsurface	Asphalt	KINGSWOOD CT	124	LOCAL
2	TSC196605	Asphalt Microsurface	Asphalt	COUNTY ROAD 1020	138	COLLECTOR
2	TSC28719	Asphalt Microsurface	Asphalt	JACOBS CROSSING	115	LOCAL
2	TSC28366	Asphalt Microsurface	Asphalt	GOLDEN ASTER CT	106	LOCAL
2	TSC28365	Asphalt Microsurface	Asphalt	VINEWOOD CT	105	LOCAL
2	TSC196653	Asphalt Maintenance Sealing	Asphalt	COUNTY ROAD 1020	102	COLLECTOR
2	TSC196612	Asphalt Maintenance Sealing	Asphalt	COUNTY ROAD 1020	98	COLLECTOR
2	TSC200292	Asphalt Maintenance Sealing	Asphalt	S DOBSON ST	36	LOCAL

2	TSC200727	Asphalt Maintenance Sealing	Asphalt	BEN ST	12	LOCAL
2	TSC125644	Concrete Maintenance Sealing	Concrete	SHORELINE DR	1169	LOCAL
2	TSC126377	Asphalt Mill & 2" Overlay	Asphalt	COUNTY ROAD 910Z	900	LOCAL
2	TSC196527	Concrete Maintenance Sealing	Concrete	GLADE MEADOWS DR	857	LOCAL
2	TSC124623	Concrete Maintenance Sealing	Concrete	WOODBERRY DR	185	LOCAL
2	TSC126233	Concrete Small Size Full-Depth Re	Concrete	OAK KNOLL DR	102	LOCAL
2	TSC196526	Concrete Maintenance Sealing	Concrete	GLADE MEADOWS DR	290	LOCAL
2	TSC200769	Concrete Maintenance Sealing	Concrete	NE MCALISTER RD	64	LOCAL
2	TSC200549	Asphalt Microsurface	Asphalt	COUNTY ROAD 1016	25	LOCAL
2	TSC124459	Concrete Joint Sealing	Concrete	FRASER DR	923	LOCAL
2	TSC196571	Concrete Joint Sealing	Concrete	JOY CT	323	LOCAL
2	TSC200517	Concrete Joint Sealing	Concrete	CANDLER DR	383	COLLECTOR
2	TSC200542	Concrete Joint Sealing	Concrete	WOOD BROOK LN	331	LOCAL
2	TSC200546	Concrete Joint Sealing	Concrete	RIVER BEND RD	166	LOCAL