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

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

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

1. CALL TO ORDER

Invocation - Rusty Gilliam, Pastor of Cross Timber Church

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide feedback to staff regarding EMS Billing best practices and recommendations. *(Staff Presenter: K.T. Freeman, Fire Chief)*

B. Receive a report, hold a discussion, and provide feedback regarding a demonstration of the city’s new customer relationship management software and 311 customer service call center launch. *(Staff Contact: Jesse Elizondo, Director of Customer Service)*

3. PUBLIC PRESENTATIONS

A. Proclamations

- A Proclamation recognizing "Theatre in our Schools" for the month of March. *(Recipient: Christian Steele, Burleson Mayors Youth Council Chair and Burleson High School Elk Theatre)*

B. Presentations

C. Community Interest Items

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

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

4. CHANGES TO POSTED AGENDA

- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

5. CITIZENS APPEARANCES

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

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

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

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

6. CONSENT AGENDA

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

- A. Consider approval of the minutes from the February 20, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).
- B. Consider approval of a professional services agreement with Birkhoff, Hendricks & Carter, LLP for the design of the Lift Station Rehabilitations project in the amount of \$75,500.00. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)
- C. Consider approval of a facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the upcoming season. (*Staff Contact: Joni Van Noy, Economic Development Coordination*)
- D. Consider approval of a contract with Home Run Construction, LLC for the construction of a parking lot for Oak Valley Park in the amount not to exceed \$169,344.34. (*Staff Contact: Jen Basham, Parks and Recreation Director*)
- E. Consider approval of a professional services contract for an Automated Meter Reading (AMR) / Automated Metering Infrastructure (AMI) feasibility study with Quanta, LLC in the amount \$100,318.00. (*Staff Contact: Eric Oscarson, Director of Public Works*)
- F. Consider approval of a resolution authorizing an advance funding agreement (AFA) with the Texas Department of Transportation for the Highway Safety Improvement Program grant in the amount of \$89,329. (*Staff Contact: Eric Oscarson, Director of Public Works*)

- G. Consider approval of an amendment to the professional services contract (CSO#1353-05-2020) with Freese and Nichols, Inc. for the Water / Wastewater Masterplan, Impact Fee Study, and America's Water Infrastructure Act (AWIA) of 2018 Development Plan in the amount of \$48,500.00 for a total contract amount of \$428,500.00 (*Staff Contact: Errick Thompson, Deputy Director of Public Works*)
- H. Consider approval of a minute order authorizing the City Manager to execute a Settlement Agreement and Mutual Release with Spectrum Gulf Coast, LLC settling a dispute over franchise fees and PEG fees in the case styled *City of Allen, Texas et al., v. Time Warner Cable, Texas, LLC d/b/a Spectrum and Charter Communications*, Case No. 6:10-cv-345-ADA-DTG. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

7. DEVELOPMENT APPLICATIONS

- A. **1101 CR 1021 (Case 23-004):** 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 and Final Reading) (*Staff Presenter: Tony McIlwain, Development Services Director*) (*The Planning and Zoning Commission recommended approval by unanimous vote*)
- B. **Belle Oak Estates (Case 22-169):** Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "PD", Planned Development for a 39.696 acre site. (*First and Final Reading*) (*Staff Presenter, Tony McIlwain, Director of Development Services*) (*The Planning and Zoning Commission motion for approval passed 6-0*).
- C. **McNairn Plaza at 826 SW Wilshire Blvd (Case 22-143):** Consider approval of a resolution for a sign variance to the setback of a pylon sign; Chapter 63, Sign Regulations. (*Staff Presenter: Tony McIlwain, Development Services Director*) (*No Planning and Zoning Commission action was required for this item.*)

8. GENERAL

- A. Consider approval of a professional services agreement with Kimley-Horn and Associates, Inc. for design of the Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount of \$1,154,795.00. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

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

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

-City of Allen, Texas et al., v. Time Warner Cable, Texas, LLC d/b/a Spectrum and Charter Communications, Case No. 6:10-cv-345-ADA-DTG, United States District Court for the Western District of Texas

-Potential abatement and demolition contract for 130 E Renfro St, removal and conveyance of stained glass windows, and Texas Constitution Article III, § 52(a) and Article XI, § 3

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

Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087

-Project Workforce

-Project

Lunchbox

CERTIFICATE

I hereby certify that the above agenda was posted on this the **1st of March 2023, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
City Secretary



ACCESSIBILITY STATEMENT

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

Choose an item.

DEPARTMENT: Fire Department

FROM: K.T. Freeman, Fire Chief

MEETING: March 6, 2023

SUBJECT:

Receive a report, hold a discussion, and provide feedback to staff regarding EMS Billing best practices and recommendations. (Staff Presenter: K.T. Freeman, Fire Chief)

SUMMARY:

The purpose of this evening's discussion is for Staff and Emergicon representatives to present to Council recommendations and best practices for consideration that will help the City's EMS billing services to operate as effectively as possible. Council will receive a detailed discussion regarding the need to establish a Fee Schedule for providing EMS Services within the City, Components of a Fee Schedule, How a Fee Schedule works, and a regional fee schedule comparison of other cities that provide fire based EMS transportation. Staff and Emergicon representatives will also provide Council with information pertaining to reimbursement considerations, and will identify the next steps and considerations that will require Council feedback. Based on the feedback received from Council, staff will plan to present action items for consideration at the next meeting in March or early April.

OPTIONS:

- 1) Provide Staff with feedback for future action items

RECOMMENDATION:

N/A

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



EMERGICON
emergency medical billing

EMS Billing **Built for Texas**

City of Burleson EMS Billing Best Practices

March 2023

Thank you for the opportunity!

EMERGICON, the largest EMS billing company in Texas, was selected to serve the City of Burleson as its EMS billing partner through an RFP process in late 2022.

EMERGICON was founded in 2006 by Christopher Turner, who still owns the organization today. EMERGICON only works in Texas, so we know EMS in Texas better than anyone else.

We are excited to present the following recommendations to help the City of Burleson's EMS billing operations run as effectively as possible.

Your Team

| Account Team | | Onboarding Partner | Leadership |
|---|--|---|---|
|  |  |  |  |
| Brittany Fleming Account Manager | Sierra Bradbury Client Success Manager | Kassi High Onboarding Liaison | Rachel Williams VP of Client Services |

For your review

Fee Schedule

Reimbursement Considerations

Next Steps

Fee Schedule

The purpose of a Fee Schedule

The purpose of a fee schedule is to strike the right balance between capturing the most reimbursement available while not overburdening patients with no healthcare coverage.

A fee schedule that is too weak shortchanges an EMS agency, limiting its choices about staff and equipment. An overly aggressive fee schedule is abusive to patients.

Components of a Fee Schedule – Base Rates

- **Advanced Life Support – Emergent (ALS-E)** – A patient is in more critical condition, and a paramedic is required to assist in the treatment of the patient.
- **Advanced Life Support 2 (ALS 2)** – ALS-E combined with specific medication or interventions delivered.
- **Basic Life Support – Emergent (BLS-E)** – An emergency transport provided by certified Emergency Medical Technicians (EMTs).
- **Specialty Care Transport** – Interfacility transport of a critically ill patient, which requires specially trained paramedics.

Components of a Fee Schedule – Additional Fees

- Advanced Life Support Disposables – A bundled fee designed to cover supplies used during ALS-E or ALS 2 transports.
- Basic Life Support Disposables – A bundled fee designed to cover supplies used during BLS-E transports.
- Oxygen – A fee for oxygen.
- Mileage – A fee per mile of transport.
- Treatment No Transport (TNT) – A fee that can be assessed when specific interventions are performed, but the patient is not transported.

How a Fee Schedule works

Each EMS agency is allowed to set fees for the services it provides.

Governmental payors, like Medicare and Medicaid, establish the fees they will pay. They pay that amount, regardless of what an EMS charges.

Commercial insurance reimburses EMS agencies based on their policies and coverages – which can vary from insurance to insurance.

Well-designed Fee Schedules enable an agency to capture the most revenue from commercial insurance while not abusing patients. Additionally, there are patient payment policies EMERGICON will recommend in the next section to support a positive patient experience.

Regional Fee Schedule Comparison

| Agency | ALS-E | ALS 2 | BLS-E | SCT | ALS Disp | BLS Disp | O2 | Mileage | TNT |
|------------|---------|---------|---------|---------|----------|----------|-------|---------|-------|
| Mansfield | \$753 | \$783 | \$715 | \$863 | \$125 | \$75 | \$63 | \$12 | |
| Crowley | \$855 | \$900 | \$787 | | | | | \$15 | \$175 |
| Kennedale | \$1,397 | \$1,701 | \$1,301 | | \$310 | \$52 | \$119 | \$23 | \$175 |
| Rendon | \$1,400 | \$1,700 | \$1,300 | \$2,000 | \$400 | \$200 | \$125 | \$24 | \$175 |
| Cleburne | \$1,500 | \$1,950 | \$1,100 | \$5,500 | \$175 | \$75 | \$50 | \$25 | |
| Midlothian | \$1,500 | \$1,600 | \$1,400 | \$1,600 | \$400 | \$200 | \$119 | \$24 | \$150 |
| Everman | \$1,570 | \$1,700 | \$1,301 | \$1,750 | \$400 | \$200 | \$119 | \$24 | \$175 |
| Keene | \$1,570 | \$1,700 | \$1,194 | \$1,662 | \$310 | \$52 | \$119 | \$16 | \$175 |
| MedStar* | \$1,785 | \$1,785 | \$1,685 | \$2,640 | \$156 | \$100 | \$116 | \$27 | \$500 |

*The fee schedules included are from agencies with which EMERGICON works, except for MedStar.

Burleson Fee Schedule Recommendation

A win for your citizens and the City!

| Proposed Fee Schedule | |
|-----------------------|-------------|
| ALS-E - A0427 | \$ 1,600.00 |
| ALS 2 - A0433 | \$ 1,800.00 |
| BLS-E - A0429 | \$ 1,400.00 |
| *SCT - A0434 | \$ 2,000.00 |
| ALS Disp - A0398 | \$ 400.00 |
| BLS Disp - A0382 | \$ 350.00 |
| O2 - A0422 | \$ 150.00 |
| Mileage - A0425 | \$ 24.00 |
| *TNT - A0998 | \$ 175.00 |

| MedStar's Fee Schedule | |
|------------------------|-------------|
| ALS-E - A0427 | \$ 1,785.00 |
| ALS 2 - A0433 | \$ 1,785.00 |
| BLS-E - A0429 | \$ 1,685.00 |
| SCT - A0434 | \$ 2,640.00 |
| ALS Disp - A0398 | \$ 156.00 |
| BLS Disp - A0382 | \$ 100.00 |
| O2 - A0422 | \$ 116.00 |
| Mileage - A0425 | \$ 27.00 |
| TNT - A0998 | \$ 500.00 |

- We recommend applying the recommended fee schedule to both residents and non-residents.
- We recommend applying a TNT fee when an ALS intervention is performed.
- This fee schedule is designed to enable the City to achieve the projected cash collections of \$1.65 million.



Reimbursement Considerations

How is EMS reimbursed?

EMERGICON's approach to reimbursement for its clients is human-centric. This process increases accuracy, catches nuances that automation can't, and allows us to adapt quickly to information we gain about payer behavior.



Payer Behavior – Governmental Payers

- Governmental payers (Medicare, Medicaid) make up most of the reimbursement for Texas EMS agencies.
- We project that approximately 64% of Burleson's revenue will come from governmental payers, most of which will come from Medicare.
- Governmental payers pay a defined rate for covered transports. The rest of the bill must be written off as a “contractual allowance.”

Payer Behavior – Commercial Insurance

- Commercial payers (insurance) can make up varying portions of an EMS' payer mix, depending on population demographics.
- We project that approximately 23% of Burleson's revenue will come from commercial insurance.
- Each commercial payer pays a different rate based on their specific insurance policies. We have found that bundled rates (base rate + disposables) are more effective than itemized billing. We build fee schedule recommendations based on our knowledge of what commercial insurers are paying.
- EMS agencies can choose to write off balances after insurance pays or forward the balance to the patient (called balance billing). Revenue projections include the assumption that the City will balance bill.

Payer Behavior – Patients

- Patients may receive a bill if they have no health coverage or if they are balance billed, after their insurance has paid.
- We project that patients (often called Private Pay) will make up approximately 13% of your payer mix.
- EMERGICON practices “soft collections” because we realize that no one ever plans to have an emergency. Soft collections consists of 3 mailed invoices and 2 phone calls from our compassionate, Texas-based Patient Account Representatives.

Payer Behavior – Patients continued

- We recommend implementing policies to help your citizens pay the balances they personally owe, such as:
 - Interest-free payment plan options administered by EMERGICON.
 - Prompt pay discounts of between 25-45% to incentivize patients to pay quickly.
 - Permission to write off the disposables and/or oxygen charges to let the patient know that we want to meet them where they are.
- Other patient-related policy considerations, such as *traditional collections* or a *membership/subscription program*, should be considered once actual revenue data has been gathered. We recommend revisiting these topics after the service has been active for 1 year.

Reimbursement in Action

Reimbursement Scenario

Joe Smith is picked up by ambulance at his home and transported to a hospital 5 miles away. He requiredd ALS-Emergent interventions and oxygen.

Joe's bill is \$2,270

- ALS-E: \$1,600
- ALS Disposables: \$400
- Oxygen: \$150
- Mileage: $\$24 \times 5 = \120

Reimbursement Scenario continued

- If Joe has Medicare or Medicaid, the governmental payer pays their contracted rate (e.g., Medicare is \$524.75), and the balance is written off as a “contractual allowance”.
- If Joe has commercial insurance, insurance will pay based on their plan description. The balance can be forwarded to the patient or written off, at the City’s discretion. Balance billing patients is a crucial source of revenue for an EMS system. Policies mentioned in the bullet below can be applied to help patients pay the balance of their bill as well.
- If Joe has no coverage, the entire bill will be sent to Joe. EMERGICON will use the City’s policies, such as no-interest payment plans, prompt pay discount, or the ability to write off oxygen and disposables, to help Joe find a way to pay.

Next Steps



Next Steps

As the City Council, EMERGICON requests that in the next session, you:

- Approve the Proposed Fee Schedule as presented.
- Approve balance billing patients after insurance pays.
- Approve a prompt pay discount of 25%-45% to be administered by EMERGICON's Patient Accounts Team (Discounts are presented such that the lowest effective discount is applied).
- Approve EMERGICON's ability to write off disposables and oxygen charges when working with patients who have balances.

Thank you!

It is Emergicon's goal to provide service above and beyond what is expected. If you ever have any questions or need anything at all, please let us know. Thank you!

**Please let us know if we can be of
assistance!**

Dial the Client Hotline!

866.TEX.EMS1

866.839.3671

City Council Regular Meeting

DEPARTMENT: Customer Service

FROM: Jesse Elizondo, Director of Customer Service

MEETING: March 6, 2023

SUBJECT:

Receive a report, hold a discussion, and provide feedback regarding a demonstration of the city's new customer relationship management software and 311 customer service call center launch. (*Staff Contact: Jesse Elizondo, Director of Customer Service*)

SUMMARY:

The City of Burleson is committed to being innovative and intentional in making customer service a priority for its citizens, stakeholders and city administration. On Monday, March 13, 2023 Burleson will officially launch its 311 service, a simple and accessible non-emergency phone number for citizens to have comprehensive access to government services and information. The new 311 service will not only provide a next level customer experience to citizens, but will also enhance department productivity, streamline access to relevant data and drive cost saving measures throughout the entire organization.

The easy to use 311 telephone number and online service allows the public to quickly and easily report issues, request services and access information through multiple mediums. This provides a number of benefits to the public, including increased transparency and accountability, improved communication with the city, reduced wait times for service requests, and streamlined processes for reporting issues. Citizens will also be able to track the status of their requests from start to finish. This improved level of access and communication will be the foundation to building a next level citizen experience and engagement with the city.

The robust 311/CRM (Customer Relationship Management) system provides numerous benefits internally as well. By utilizing a central system, the CRM is able to streamline and automate many of the processes associated with managing and responding to requests from the public. This process greatly improves communication, increases efficiency and response times, and enhances the accuracy and timeliness of information to the public. It also provides the ability to track and analyze data and trends that will provide valuable insight into areas where improvements can be made and help to prioritize resources and allocate staff more effectively. Overall, the 311 CRM system will push data driven decisions within the organization and provide better, more efficient services to the public, ultimately creating more positive and productive engagement between the city and the citizens it serves.

PRIOR ACTION/DISCUSSION

- *January 18, 2022* presentation to city council regarding the newly created customer service department including the future vision and goal of the city's 311 division and use of customer relationship management (CRM) software.
- *April 18, 2022* presentation to city council on the results of the 2022 citywide citizen satisfaction survey with the city's 311 division/CRM system referenced as a way to elevate customer service throughout the organization.
- *June 20, 2022* customer relationship management software discussed during an operational overview of the proposed FY22-23 information technology department budget.
- *July 5, 2022* detailed discussion of the city's 311 division/CRM system structure and functionality during an operational overview of the proposed FY22-23 customer service department budget.
- *August 4, 2022* overview and discussion of the city's 311 division/CRM system during the city manager's FY22-23 budget presentation.
- *September 6, 2022* approval of a contract with Incapsulate Salesforce Solutions for a customer relationship management software supporting the city's 311 system.

OPTIONS:

N/A

RECOMMENDATION:

Receive a report, hold a discussion, and provide feedback regarding the 311/CRM system and launch plans.

FISCAL IMPACT:

N/A

STAFF CONTACT

Jesse Elizondo
Director of Customer Service
jelizondo@burlesontx.com
817-426-9662



311 Launch Details and Customer Relationship Management Software

PRESENTED TO THE CITY COUNCIL ON
MARCH 6, 2023

311 and Customer Relationship Management Launch

Official 311 Service Launch on March 13, 2023

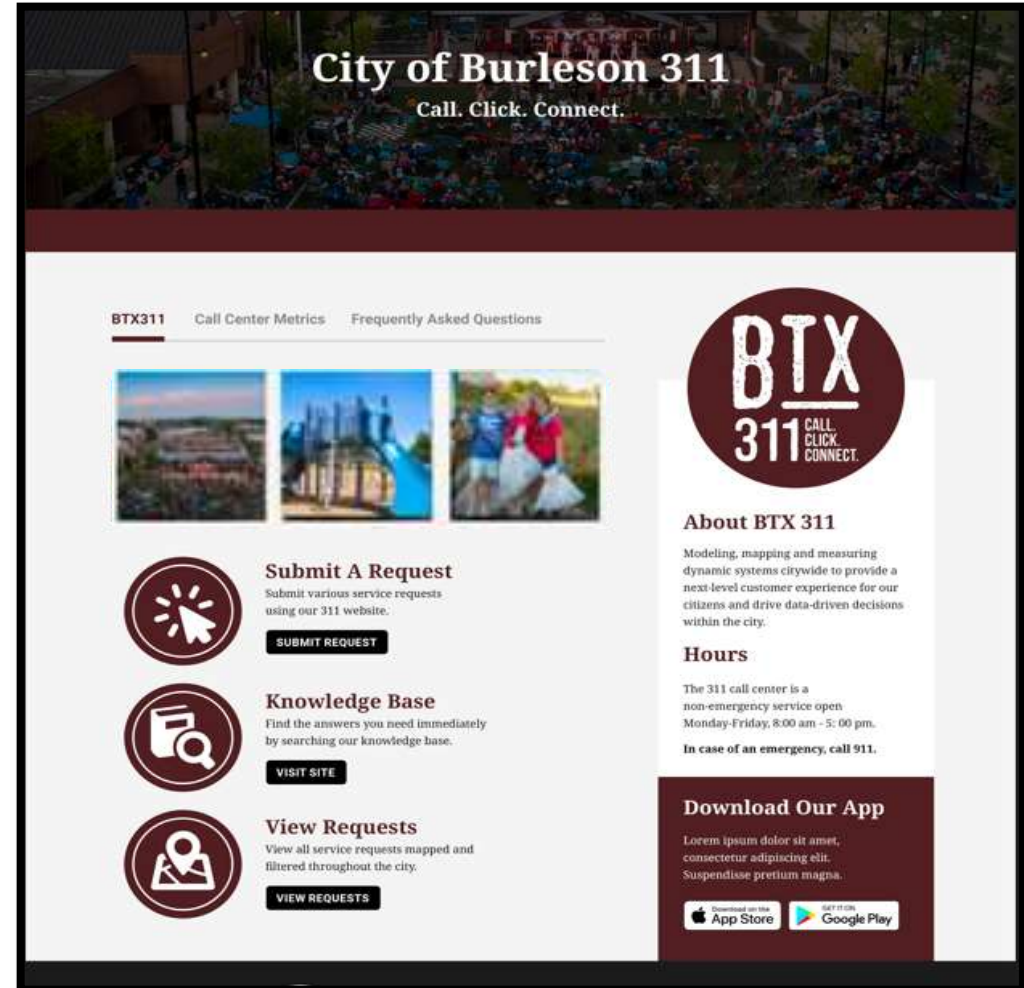
- One-stop, easy to remember phone number for non-emergency inquiries offering citizens quick access to government services and information without the need to navigate through multiple phone numbers or decipher departments
- Provides next level customer service to citizens through increased transparency, tracking, communication, engagement, accountability, reduced wait times, and streamlined processes for reporting issues
- Centralizes internal processes to streamline requests, improving efficiency, accuracy, timeliness, and response time. Able to track and analyze dynamic data helping prioritize resources, drive decisions, allocate staff and cost containment.



311 and Customer Relationship Management Launch

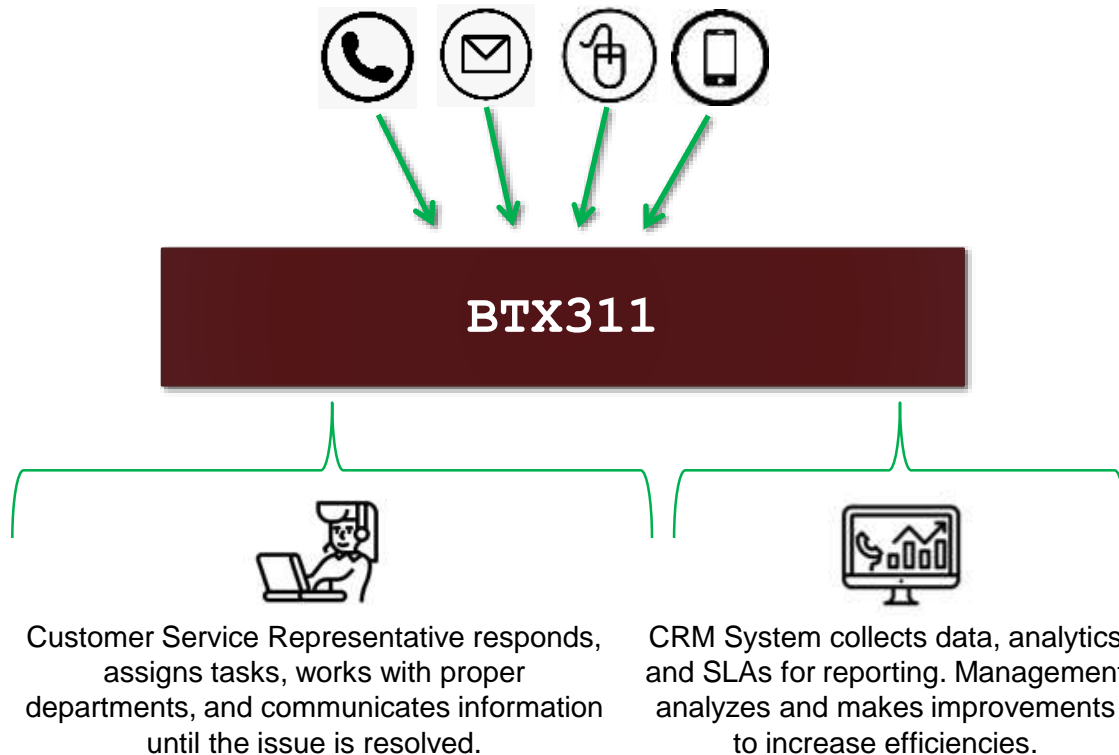
Key Focus Areas for 311 Launch

- Developing a next level customer experience
- Abandoned Call Ratio
- First Call Resolution
- Dynamic communication and engagement
- Transparency and tracking
- Internal efficiency and accountability



311 and Customer Relationship Management Launch

911 for Emergencies – 311 for Service/Information
(All Citizen Non-Emergency Interactions)



Call Center Operations – M-F 8:00am – 5:00pm
After Hours – 24/hour Online Submittal & App
After Hours – Urgent Non-Emergency Dispatch



How can we help?



Get Help With:

Animal Services

This category can be used to submit requests related to animals



Code Compliance

This category can be used to submit requests related to code compliance issues



Environmental Services

This category can be used to submit requests related to restaurant inspections, mosquito control, hazardous waste, stormwater issues, etc.



Animal Services:

Animal Bite

Use this request to report an animal bite. These service requests are co...



Barking Dog/Noisy Animal

Use this service request to report a barking dog or noisy animal to the ...



Dangerous Animal

Use this request to report an animal that is dangerous or aggressive. A...




Dead Animal

Use this service request to report a dead animal for pick-up to the Ani...





 park graffiti



Get Help With:

Parks and Recreation

This category can be used to submit requests regarding Burleson city parks



Police Department

This category can be used to submit requests to the Burleson Police Department



Solid Waste

This category can be used to submit requests related to solid waste including missed trash pick-up, recycling, bulk trash, etc.



Parks and Recreation:

General Recreation Request



Use this service request to report general concerns or issues related to ...

Park Maintenance Concern



Use this service request to report maintenance concerns in city parks (such as graffiti, damaged playground equipment, tree or tree limb issues, unkept restrooms, etc.) to the Parks and Recreation Department. Park maintenance concerns are typically responded to within 1 business day.

Servicing Agency

Parks and Recreation

Service Resolution Estimate

3 Business Days

REQUEST





Search for your Service Request



My Service Requests



Park Maintenance Concern

📍 124 N CLARK ST, BURLESON, 76028

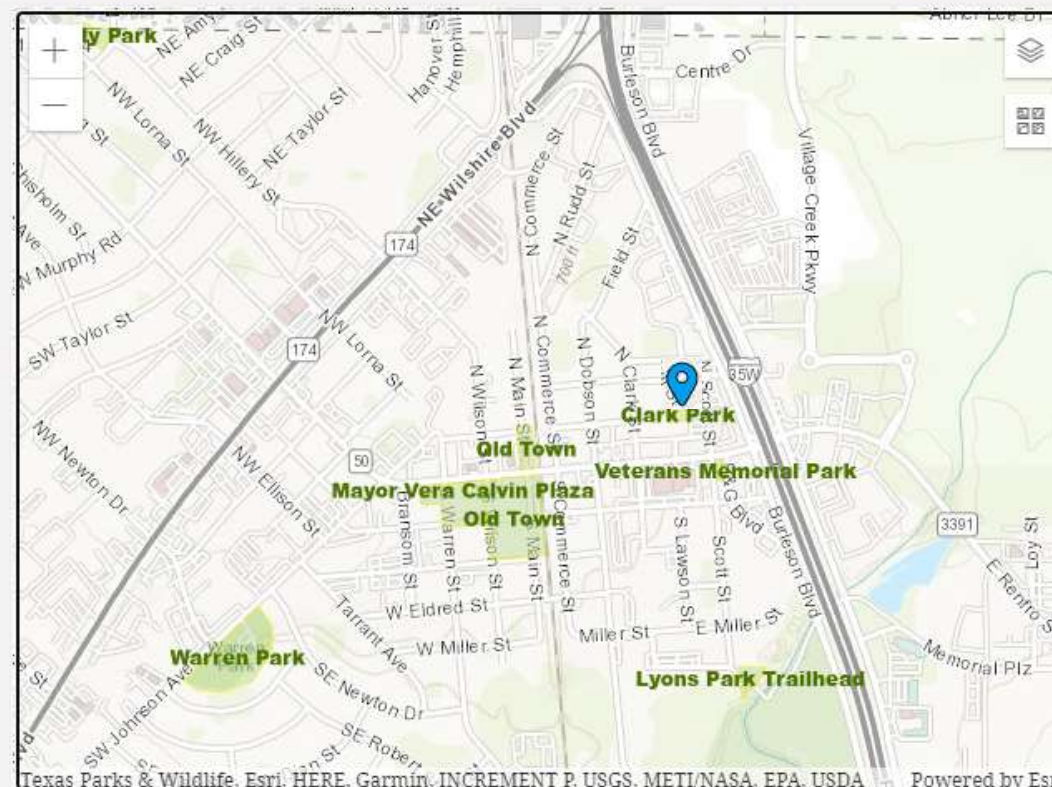
23-00000026

Open



Submitted 5 minutes ago

[Browse all service requests...](#)





 Search for your Service Request



My Service Requests



Park Maintenance Concern

📍 124 N CLARK ST, BURLESON, 76028

23-00000026

Submitted an hour ago

 Open



Park Maintenance Concern

📍 124 N CLARK ST, BURLESON, 76028

[Open](#)

Details

Activities

Comments

JE

TEST - The City of Burleson Parks Department has been notified of the graffiti and is investigating. We will let you know when the issue has been resolved. Thank you! - TEST

3:41 pm

Type a message...

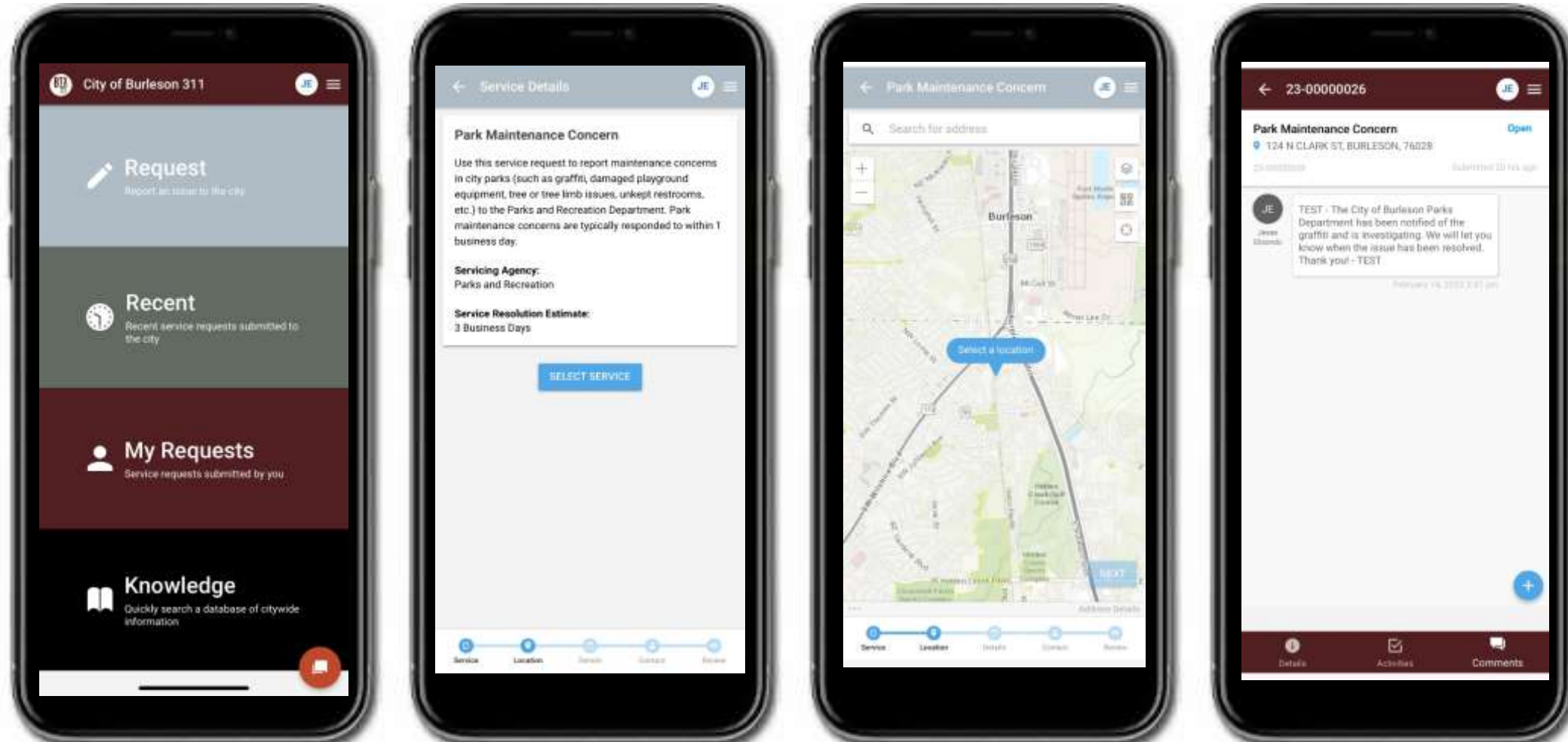


[Browse all service requests...](#)



311 and Customer Relationship Management Launch

Download Our App



311 and Customer Relationship Management Launch

Top case volume impactors

AI INSIGHTS

| Topic | Volume | Total cases |
|-------------------------|--------|-------------|
| New account discount... | 28% | 441 |
| Delivery is late | 12% | 227 |
| Return a purchase | 4% | 134 |
| Gift card expired | 4% | 134 |
| Store hours | 3% | 123 |

Top resolve time impactors

AI INSIGHTS

| Topic | Avg. resolve time | Impact |
|-------------------------|-------------------|--------|
| Return a purchase | 23 min | |
| Delivered to wrong... | 18.5 min | |
| Payment declined | 4.2 min | |
| Price adjustment | 2.2 min | |
| New account discount... | 3 min | |

Incoming cases

679 ▲ 3%



Resolutions

446 ▲ 11%



Escalations

136 ▲ 6%



SLA compliant

340 ▲ 8%



Resolution time

1.1h ▲ 3%



Avg. CSAI

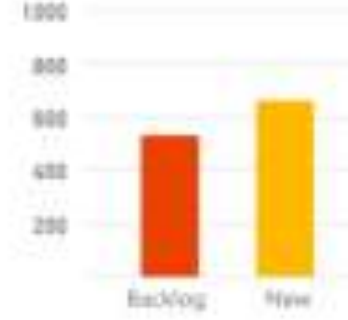
3.3 ▲ 2%



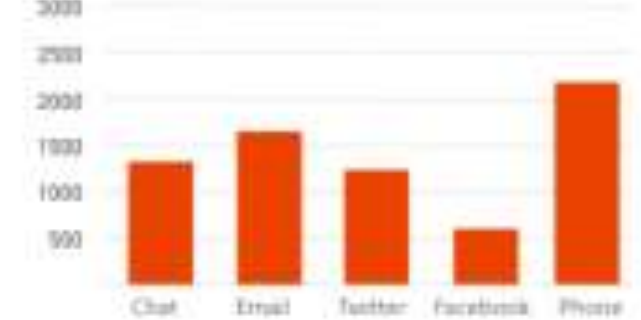
Case priority



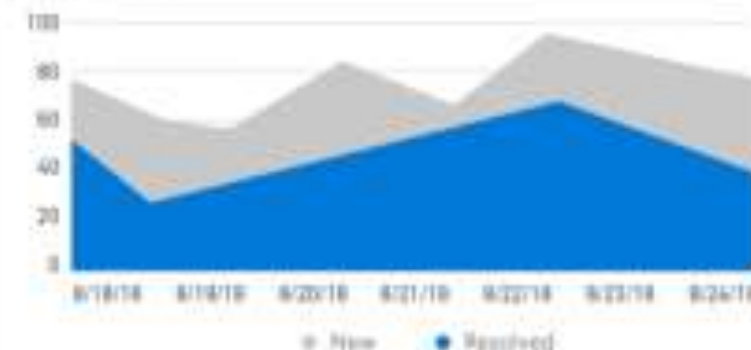
Total case breakdown



Case channels



Case tracking



Unresolved cases by age



311 and Customer Relationship Management Launch

Marketing Campaign Plan

March 1st through 10th

- “Who You Gonna Call” Teasers

March 13th

- Launch Day Video and News Release

March through May

- Ongoing Weekly Posts “Call. Click. Connect.”

June through September

- Ongoing Bi-Weekly “Call. Click. Connect.”

MEDIUMS

- City's social media channels (Facebook, Twitter, Instagram, TikTok and YouTube)
- News Release
- City's enewsletter
- Quarterly Newsletter mailed directly to all homes in Burleson
- Cable Channel
- Magnets on city vehicles
- Magnets distributed by customer service-facing departments
- Banner on city webpage
- Special Event Booth



GOALS

- Direct citizens to use 311 to report issues or ask city-related questions.
- Increase knowledge of 311 - at least 50% of residents surveyed are aware of the service by spring 2024.

311 and Customer Relationship Management Launch

Questions or Comments?



City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: March 6, 2023

SUBJECT:

Consider approval of the minutes from the February 20, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on February 20, 2023 for a regular council meeting.

OPTIONS:

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

RECOMMENDATION:

Approve.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING

February 20, 2023

DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER – 5:30 PM

Invocation – Shevoyd Hamilton, Straightway Christian Church.

Pledge of Allegiance to the US Flag

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- A Proclamation of the "North Texas Community Cleanup Challenge" for the months of March, April and May 2023. (*Recipient: Lisa Duello, Director of Neighborhood Services and Keep Burleson Beautiful*)
- A Proclamation recognizing the "1st Annual Toys for Tots Annual Collection" at Chisenhall Park on November 30, 2022. (*Presenter: Jack Mattson, Longhorn Detachment 1069, Marine Corps League*)

B. Presentations

- Recognition of Mrs. Hannigan's 3rd grade class at the Academy at Nola Dunn for their donation to the Burleson Animal Shelter. (*Presenter: Council member Victoria Johnson*)

- The Longhorn Detachment #1069, Marine Corp League, certification of appreciation for Jessica Martinez helping with Toys For Tots. (*Presenter: Commandant Thomas Reyes*)

C. Community Interest Items

- Thank you to the Library for all that they do.
- Acknowledge the National Revival.
- Appreciation and thank you to all city staff for the incredible work you do on all city events.
- Great job to Joe Laster, Burleson Emergency Management Coordinator, for the presentation on Emergency Preparedness on Saturday at Pathway church.

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.

- None.

4. CITIZEN APPEARANCES

The following citizens came forward to compliment the Burleson Library events and to express their concerns with negative comments:

- Jamie Jones, 1065 Irene Street.
- Kaidyn Cato and Isabel Cato, 820 Cedar Ridge Lane.
- Susan Cato, 820 Cedar Ridge Lane.
- Jackie Jones, 321 Shane Lane.
- Stephanie Giovanni, 621 NW Lorna.
- Sara Carlson, 1158 Crossvine Drive.
- Bill Janusch, 117 NE Clinton Street.
- Johnette Murphy, 2715 Pinnacle Drive, came forward and encouraged everyone to love one another and stop all comments good or bad.

5. CONSENT AGENDA

A. Minutes from the February 6, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

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

Motion passed 7-0.

B. CSO#5011-02-2023, minute order appointing new voting members to the Mayor's Youth Council to fill unexpired terms of 2022-2024. (*Staff Contact: Amanda Campos, City Secretary*).

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

Motion passed 7-0.

- C. CSO#5012-02-2023, contract with Rockdale Country Ford for the purchase of a Library Van using a cooperative purchasing agreement with BuyBoard in the amount of \$118,770.25 (Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works)**

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

Motion passed 7-0.

- D. CSO#5013-02-2023, contract for the purchase of four (4) service trucks with Rockdale Country Ford through the BuyBoard Cooperative in the amount of \$250,693.00. (Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works)**

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

Motion passed 7-0.

- E. CSO#5014-02-2023, contract for the purchase of two (2) replacement pieces of equipment with Bobcat of North Texas – Fort Worth through the BuyBoard Cooperative in the amount of \$147,058.75. (Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works)**

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

Motion passed 7-0.

- F. CSO#5015-02-2023, resolution authorizing sponsorship of proposed public events for calendar year 2023 in accordance to Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

- A. 2500 SW Hulen St (TOD Mixed-Use) (Case 22-131): Continue the public hearing and consider an ordinance for a zoning change request from “PD” Planned Development district, to “PD” Planned Development district, to allow for retail and single-family attached residential development on 35.20 acres. (First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote) (Public hearing continued from the January 23, 2023 City Council meeting) (The applicant has requested this item to be continued to the March 20th regular meeting) – CONTINUED.**

Amanda Campos, City Secretary, announced that the public hearing was opened and continued from the January 23, 2023 meeting.

Mayor Fletcher opened/continued the public hearing. **Time: 6:16 p.m.**

No speakers.

The applicant requested that the public hearing be continued to the March 20, 2023 regular City Council meeting.

Mayor Fletcher announced the public hearing to be continued to the March 20, 2023 regular City Council meeting, 5:30 p.m. **Time: 6:17 p.m.**

- B. CSO#5016-02-2023, ordinance for a zoning change request from “A”, Agriculture to “SFE” Single-family estate district located at 500 CR 1021 (Case 22-164). (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)**

Tony McIlwain, Development Services Director, presented Case 22-164 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:20 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:21 p.m.**

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

Motion passed 6-1, with Chris Fletcher abstaining.

7. GENERAL

- A. CSO#5017-02-2023, contract with Hellas Construction, Inc. for the conversion of Arabian infield at Chisenhall Fields to synthetic turf through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$549,675.00 (Staff Presenter: Jen Basham, Parks and Recreation Director)**

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

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

Motion passed 7-0.

- B. CSO#5018-02-2023, contract with Home Run Construction, LLC for the construction of a parking lot for Clark Park with landscape improvements in the amount not to exceed \$223,588.06. (Staff Presenter: Jen Basham, Parks and Recreation Director)**

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

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

Motion passed 7-0.

8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Discuss council member's behavior, if any violation occurred per our city charter, policy and if a hostile work environment was created due to online comments.

9. RECESS INTO EXECUTIVE SESSION

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

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

- Seek Advice from the City Attorney Concerning an Investigation into an Anonymous Complaint About the City of Burleson Fire Department
- Seek Advice from the City Attorney Concerning an Investigation into a Complaint About the City of Burleson Police Department

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

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

D. Personnel Matters Pursuant to Section 551.074

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

F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087

- Project Workforce

G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)

Motion was made by Tamara Payne and seconded by Dan McClendon to convene into executive session. **Time: 6:40 p.m.**

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Rick Green to reconvene into open session. **Time: 8:20 p.m.**

Motion passed 7-0.

ADJOURNMENT

Motion made by Dan McClendon and Ronnie Johnson to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 8:20 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works - Engineering

MEETING: March 6, 2023

SUBJECT:

Consider approval of a professional services agreement with Birkhoff, Hendricks & Carter, LLP for the design of the Lift Station Rehabilitations project in the amount of \$75,500.00. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)

SUMMARY:

The scope of this project is to rehabilitate the three City lift stations – Gateway, Mockingbird, and Service Center. A condition assessment was completed on all three lift stations and recommended various upgrades at all three locations.

The design effort for Gateway Lift Station (1101 N Burleson Blvd) will include a full wet well rehabilitation including interior coating, weather shielding, a complete electrical redesign including installation of a portable generator quick connect, SCADA, pump replacement, and mechanical upgrades.

The design effort for Service Center Lift Station (725 SE John Jones) will include installation of a portable generator quick connect, weather shielding, SCADA, other mechanical upgrades, and an access road to the lift station.

The design effort for Mockingbird Lift Station (1990 S Burleson Blvd) will include weather shielding, fencing, and electrical upgrades.

Total project is anticipated to cost \$930,250:

- Design \$75,500 (this item)
- Construction \$854,750

This project is within the current Capital Improvement Plan and funded by Water and Wastewater Bonds.

Construction is expected to begin in the fall of 2023. The cost of construction includes the purchase of a trailer-mounted generator capable of being deployed to any of the three lift stations.

A proposal from Birkhoff, Hendricks, & Carter, LLP has been received and negotiated in the amount of \$75,500, including preparing design plans, specifications, survey, permitting, and construction administration services.

This project is within the current Capital Improvements Program and funded by Water and Wastewater Bonds.

OPTIONS:

- 1) Approve a professional services agreement with Birkhoff, Hendricks & Carter, LLP for the design of the Lift Station Rehabilitations project in the amount of \$75,500.00.
- 2) Deny a professional services agreement with Birkhoff, Hendricks & Carter, LLP for the design of the Lift Station Rehabilitations project in the amount of \$75,500.00.

RECOMMENDATION:

Approve a professional services agreement with Birkhoff, Hendricks & Carter, LLP for the design of the Lift Station Rehabilitations project in the amount of \$75,500.00.

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

None for this item

FISCAL IMPACT:

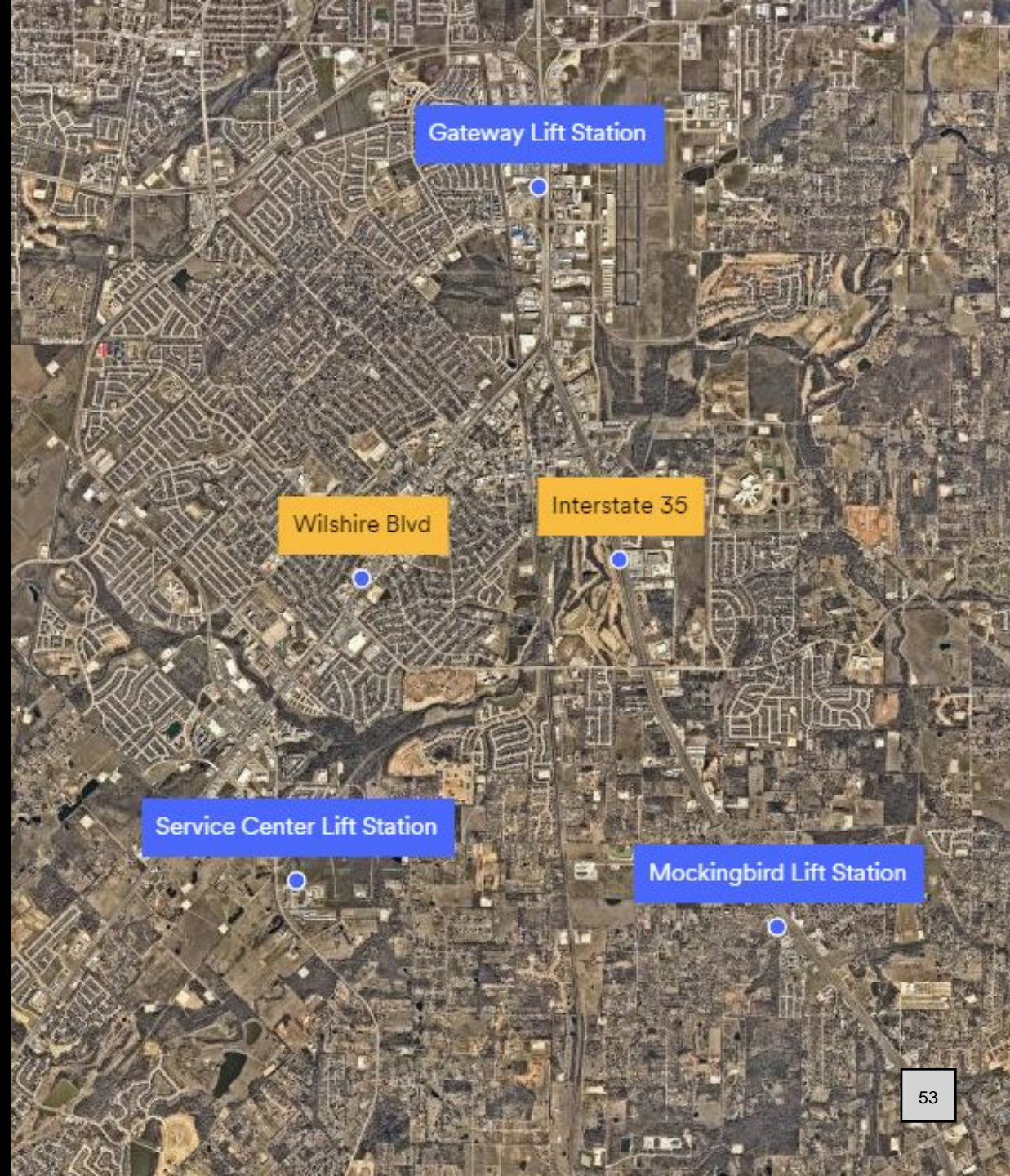
| | |
|------------------|----------------------------|
| Project #: | WW2302 |
| Fund Name: | Water and Sewer Bond funds |
| Full Account #s: | 470-7500-439.32-02 |
| Amount: | \$75,500 |

STAFF CONTACT:

Erick Thompson
Deputy Director of Public Works - Engineering
ethompson@burlesontx.com
817-426-9610

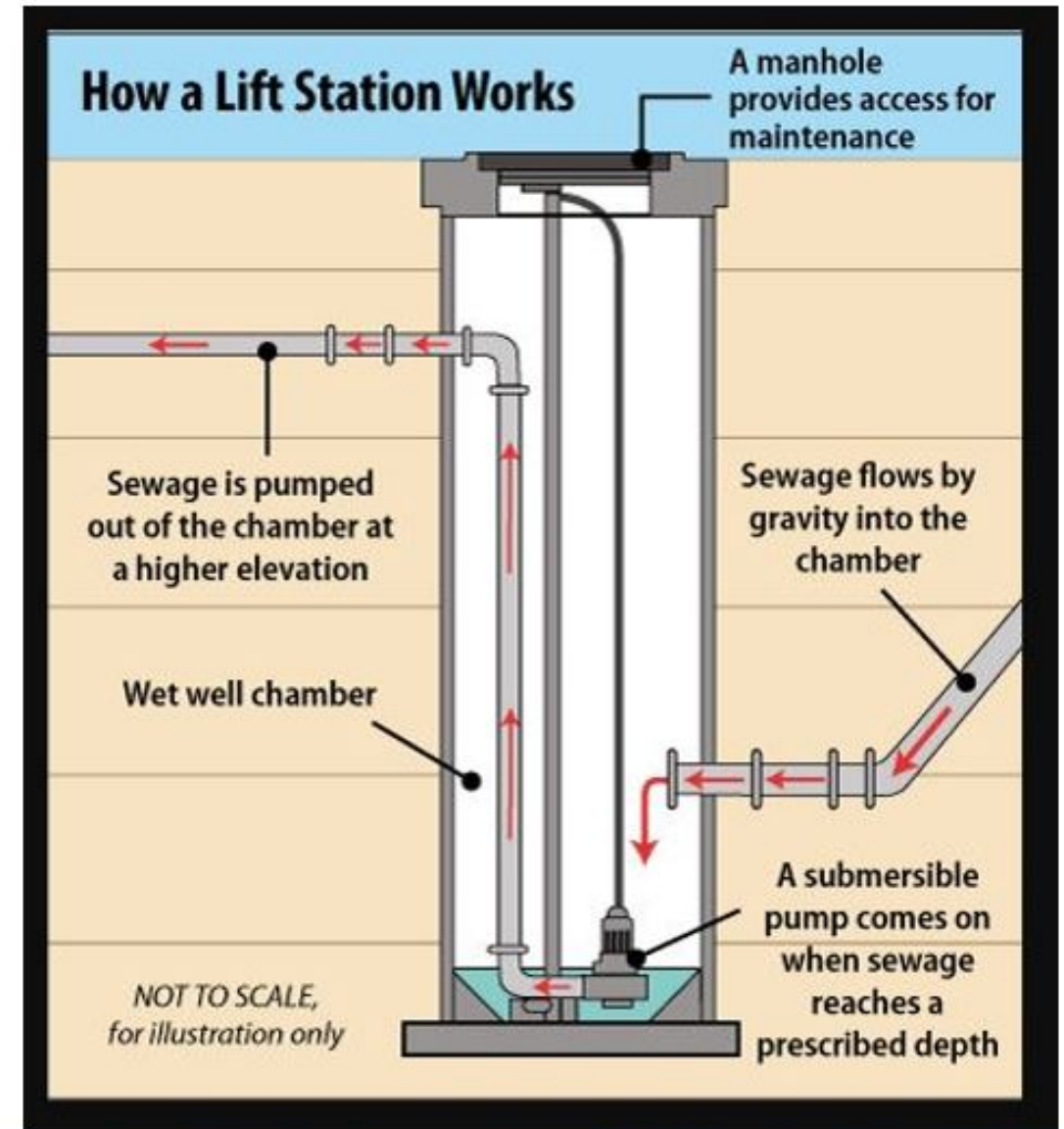
LIFT STATION REHABILITATIONS

Professional Services Agreement



LIFT STATION FUNDAMENTALS

- Sewer lines typically flow by gravity and follow the slope of the land
- Lift stations move wastewater from lower to higher elevations when topography does not accommodate gravity flow in the direction needed



<https://i0.wp.com/engineeringbasic.com/wp-content/uploads/2018/08/lift-station.gif?resize=400%2C440&ssl=1>



PROJECT OVERVIEW BY LOCATION

Lift stations are critical components of the wastewater infrastructure system and include advances electrical controls and monitoring systems. As a result, engineering design is necessary to periodically upgrade equipment. Based on a condition assessment, this project has been developed to rehabilitate these sites.

| | Gateway | Service Center | Mockingbird |
|-------------------------------|---------|----------------|-------------|
| Wet Well Rehab | ✓ | | |
| SCADA Enhancement | ✓ | ✓ | |
| Electrical Prep for Generator | ✓ | ✓ | |
| Weather Shielding | ✓ | ✓ | ✓ |
| Pump Repair / Replacement | ✓ | ✓ | |
| Valve Vault Drains | ✓ | ✓ | |
| Misc. Mechanical Upgrades | ✓ | ✓ | |
| Fencing | | | ✓ |
| Misc. Electrical Upgrades | ✓ | | ✓ |

GATEWAY LIFT STATION

1101 N Burleson Blvd



The station is located within a landscaped median entering the Gateway Shopping Center



Above ground components are enclosed by fencing



Electrical panel and meter are shown in the background of confined access to the in-ground equipment

SERVICE CENTER LIFT STATION

725 SE John Jones Blvd



The station serves the City Service Center



Inside the wet well



Electrical components

MOCKINGBIRD LIFT STATION

1990 S Burleson Blvd



The station serves the Mockingbird Mobile Home and RV Park



Control panels within the fence



Electrical components within one of the cabinets

PROPOSED PROFESSIONAL SERVICES AGREEMENT

Birkhoff, Hendricks, and Carter, LLP was selected to provide the engineering design necessary to rehabilitate these assets with a negotiated fee of \$75,500



SURVEY

Topographic survey to locate existing features and utilities in support of the design effort



DESIGN

Engineering plans and specifications for construction bidding



CONSTRUCTION ADMINISTRATION

Construction phase support such as review of contractor material submittals, responding to contractor requests for information (RFIs), and preparing record drawings after completion

PROJECT COST AND SCHEDULE



DESIGN

Design: Spring 2023 - Summer 2023

\$75,500

(this action)



CONSTRUCTION

Construction: Fall 2023 - Fall 2024

(Includes purchase of a trailer-mounted generator)

\$854,750

**PROJECT IS INCLUDED IN THE CURRENT CAPITAL
IMPROVEMENT PROGRAM AND WITHIN BUDGET**

OPTIONS

RECOMMENDED



APPROVE

Approve a professional services agreement with Birkhoff, Hendricks, and Carter, LLP for design of the Lift Station Rehabilitations project in the amount of \$75,500



DENY

Deny a professional services agreement with Birkhoff, Hendricks, and Carter, LLP for design of the Lift Station Rehabilitations project in the amount of \$75,500



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 **BIRKHOFF, HENDRICKS & CARTER LLP** (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services 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 FIVE HUNDRED DOLLARS AND ZERO CENTS (\$75,500.00)** in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall 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
141 W. Renfro St.
City Manager's Office
Burleson, TX 76028
Attn: Bryan Langley

To CONSULTANT:

Birkhoff, Hendricks & Carter, LLP
Attn: Managing Partner
11910 Greenville Avenue Suite 600
Dallas, Texas 75243

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

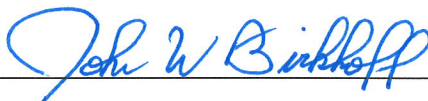
SIGNATURE PAGE

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

CITY OF BURLESON:

BIRKHOFF, HENDRICKS & CARTER, LLP

By: _____

By: 

Name: _____

Name: John W. Birkhoff, P.E.

Title: _____

Title: Managing Partner

Date: _____

Date: March 1, 2023

APPROVED AS TO FORM:

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

ATTACHMENT A
Scope of Services

I. PRELIMINARY DESIGN

A. GATEWAY LIFT STATION

1. Prepare preliminary plan sheet of the lift station site and surrounding parking lot including parking spaces, raised curbs and travel lanes within the parking lot.
2. Create section view of the wet well and valve vaults to show existing and proposed work.
3. Improvements to site and station to include:
 - a. Ornamental fencing including 12-foot double swing gate (2–6-foot gates) Dewatering, clearing, and coating walls, floors, and ceiling of wet wells. This will include bypassing pumping plan.
 - b. Include adding safety gates to existing hatches.
 - c. Provisions to drain valve vault by gravity or by pumpage.
 - d. Weather shield over electrical equipment. This will include structural design.
 - e. Provisions to replace kellum grips on cables.
4. Complete electrical redesign of the power system to include:
 - a. Metering
 - b. Main Disconnect
 - c. Surge Protection
 - d. Conduit Runs
 - e. Conductors
 - f. Lighting
 - g. Motor Control Center for New Pumps
 - h. Portable Generator Power Quick Connect
 - i. Level Control
 - j. Upgrades to SCADA RTU and HMI screens as needed
 - k. Add lighting circuit for heater shield
5. Complete proper sizing of pumps based on system curve.

B. MOCKINGBIRD LIFT STATION

1. Utilize existing record drawings as base drawing to drain existing valve vault by gravity on by pump.
2. Utilize existing record drawings as base drawing to add Weather Shield over electrical equipment. This will include structural design.
3. Complete electrical design for lighting circuit to Weather Shield.

4. Include provisions in plans to improve fence screening.
5. Include provisions in plans to replace float sensors.
6. Include provisions in plans to replace relay logic controller.

C. SERVICE CENTER LIFT STATION

1. Prepare preliminary plan sheet of the lift station site and surrounding area to main service Center paving. City to provide record drawings of service center and any service center master plan layouts.
2. Create section view of wet well and valve vault to show existing and proposed work.
3. Improvements to site and lift station to include:
 - a. Provisions to drain valve by gravity or by pumpage.
 - b. Provisions to add Quick Connect for portable generator.
 - c. Weather Shield over electrical equipment. This will include structural design.
 - d. Provisions to replace corroded chain, hangers, and bolts in wet well. This will require bypass pumping or use of Vac truck to empty wet well.
 - e. Provisions to replace kellem grips or cables.
4. Complete electrical design to:
 - a. Add lighting circuit to Weather Shield
 - b. SCADA improvements including pressure transmitter and continuous level monitoring.
 - c. Provisions to update SCADA HMI as needed
5. Prepare plan and profile of access driveway from service center paving to the lift station with turn around provisions. Roadway to be concrete with a width of 12-feet. No underground storm sewer system design is included. Driveway to be graded to convey stormwater across surface. No curb and gutter included.
6. Complete proper sizing of pump based on system curve, check existing MCC for replacement pump and have provisions to upgrade in plans and specifications.

D. GENERAL

1. Prepare location map.
2. Prepare general notes
3. Prepare photograph sheet of the existing sites.
4. Prepare preliminary Technical Specifications.
5. Submit five sets of preliminary plans to the City for review. Submit requirements for sealed competitive proposals.

6. Meet with the City to discuss preliminary plans and special conditions.

II. FINAL DESIGN CONSTRUCTION PLANS

Final Design Construction Plans – Upon acceptance of preliminary plans by City, Engineer shall prepare final plans at a horizontal scale of not less 1" = 40' and a vertical scale of 1" = 5' on ANSI D (22" x 34") sheets. Final plans shall contain information and requirements of the preliminary plans and shall incorporate comments from City and utility companies. Engineer shall also prepare contract documents, specifications, and special provisions. In addition, the following shall be submitted:

1. All Preliminary Construction Plan requirements
2. Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the engineer authorizing the revision.
3. Bid documents including proposal forms, special provisions, specifications, contract documents, and permit applications.
4. Applicable details and construction standards for all elements of the project.
5. An opinion of probable cost based on the items and quantities listed in the proposal in the contract documents. This opinion shall be based on available current unit prices bid on similar projects.

III. BID & CONSTRUCTION PHASE

1. The three projects will be bid as one project to single contractor.
2. Provide up to three (3) sets of original documents containing Engineer opinion of probable construction cost to the City.
3. Review and approve shop drawings, samples, and other data which contractor(s) are required to submit. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
4. Evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s).
5. Interpret drawings and specifications for City and Contractor during construction.

6. Furnish up to seven (7) half size sets of construction ready plans, specifications, and contract documents to the City and furnish an amount up to, but not to exceed ten sets of half-size plans, specifications, and contract documents to the Contractor.
7. Assist the City in conducting pre-construction conference with the Contractor.
8. Make one visit every month to the site for observation, inspection and interpretation of plans and specifications as requested by the City. A total of three (3) site visits by the Engineer is anticipated during the construction phase.
9. Review of change orders shall be included in basic design fee. Preparation of change orders and associated plans, specifications, or other revisions if due to improper design, plan preparation, specifications, quantities, materials, or other fault of the Engineer shall be prepared by the Engineer and included in the basic Design fee.
10. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the project made during construction (Record Drawings).
11. Attend City final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.

IV. **ADDITIONAL SERVICES**

A. Design Survey

Engineer shall furnish a survey field party to collect all field information necessary to prepare and complete plans, consistent with prevailing engineering standards.

1. Complete field surveys around Gateway Lift Station and Service Center Lift Station.
2. Tie in topography and ground elevation around each lift station.
3. Determine location of known underground utilities or other underground structures where they cross any part of the proposed Project as delineated by DigTESS or City locates. Engineer shall not be responsible for the cost of exposing these utilities or repairing damage caused by such exposure unless due to omission or other negligence by Engineer.

V. **TIME FOR COMPLETION**

Engineer agrees to complete and submit all work required by City as follows:

1. Preliminary design construction plans in ninety (90) calendar days from acceptance of the conceptual design plans and written notice to proceed with preliminary plans.
2. Final design construction plans and specifications in sixty (60) calendar days from acceptance

of preliminary plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to City within three (3) weeks of the date of the previous review letter.

3. No extensions of time shall be granted unless a written request is submitted by Engineer, and such request is approved in writing by City.

VI. REVISIONS OF PLANS AND SPECIFICATIONS

If revisions of the final plans, special provisions, and specifications, or drawings are required by reason of Engineer's error or omission, then such revisions shall be made by Engineer without additional compensation to the fees herein specified, and in a timeframe as directed by City.

City reserves the right to direct substantial revision of the plans, special provisions, and specifications after acceptance by City as City may deem necessary, but when the revision is not due to Engineer's error or omission, City shall pay Engineer equitable compensation for services rendered in making such revisions. In any event, when Engineer is directed to make substantial revisions under this Section of the contract, Engineer shall provide to City a written proposal for the entire cost involved in providing City a completed set of plans, specifications and special provisions and the completion time involved in the revisions. Prior to Engineer undertaking any substantial revisions as directed by City, City must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

It is expressly understood and agreed by Engineer that any compensation not specified in Exhibit A and Exhibit B may require additional Burleson City Council approval and is subject to funding limitations.

VII. ENGINEER'S COORDINATION WITH OWNER

Engineer shall be available for conferences with City so that Project can be designed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project. Engineer may show justification to City for changes in design from City standards due to the judgment of said Engineer. Engineer shall accompany City representatives on Project observation visits during construction of Project when design issues arise. City shall make the final decision as to any changes after appropriate request by Engineer.

Engineer shall accompany City representatives on Project observation visits during construction of Project when design issues arise.

1. Engineer shall coordinate with utility companies, including, but not limited to franchised utilities, City of Burleson Public Works and Engineering Services Departments, pipeline companies, railroad companies, telecommunication companies, or any other entity which has

facilities within Project, any and all exposure, removal, and/or relocation work necessary for implementation of the Project. This shall also include aiding City in obtaining any permits required by any of these entities. Engineer shall supply construction plans for all design phases of the Project to utility companies or other entities that have facilities within the limits of the Project via certified mail, FedEx or by confirmation emails. Engineer shall also attend preliminary and final utility coordination meetings for Project.

2. Engineer shall coordinate with utility companies, franchise companies and other entities for any proposed improvements they may have planned, either on the surface, below or above the surface, that may be affected by the Project and indicate on the final plans said proposed improvements in both plan and profile, if available.
3. Engineer shall determine the type of existing pavement on Project, including all intersecting streets, driveways, and alleys, accurately showing this information on the plans.
4. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.
5. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.
6. Engineer shall prepare and provide City with a Stormwater Pollution Prevention Plan (SWPPP) including erosion control plans for improvements associated with the Project. Engineer shall assist the City in obtaining any necessary permitting through the Texas Commission on Environmental Quality (TCEQ).

ATTACHMENT B
Compensation To Engineer

A. City agrees to pay Engineer for all services outlined in Section III in accordance with the following:

| | | |
|-------|---|--------------|
| 1. | Design Survey Fee | \$ 3,000.00 |
| 2. | Basic Design Fee | \$ 72,000.00 |
| 3. | Right-of-way and Easement Preparation Fee (XX Exhibits) | \$ 0.00 |
| 4. | Additional Services Fee (not to exceed) | \$ 0.00 |
| 5. | Direct Cost Fee (not to exceed) | \$ 500.00 |
| Total | | \$ 75,500.00 |

B. Payment for services rendered shall be paid upon written request and as follows:

1. Design Survey Fee - All costs associated with performing the design survey.
2. Basic Design Fee -
 - a. Upon completion of the preliminary design construction plans City shall pay to Engineer an amount which when combined with previous basic design fee payments shall not exceed to thirty-five percent (35%) of the basic design fee.
 - b. Upon completion of the final design construction plans and specifications City shall pay to Engineer an amount which when combined with previous basic design fee payments shall not exceed eighty percent (80%) of the basic design fee.
 - c. During bidding and construction activities. City shall pay to Engineer an amount which when combined with previous basic design fee payments shall not exceed to ninety-five percent (95%) of the basic design fee.
 - d. Upon receipt and approval by the City of two (2) half-size hard copy sets and one (1) set in PDF format to the City of the record drawing (as-built) plans as well as pertinent DWG design files for the project, City shall pay Engineer an amount which when combined with previous basic design fee payments shall equal One Hundred percent (100%) of the basic design fee.
3. Additional Services Fee – Fees for additional services shall be billed monthly based on hourly basis and unit costs. Evidence of completion shall be submitted with each billing. Evidence of work completed shall be submitted with each billing.
4. Direct Cost Fees – Direct costs shall be paid by City to Engineer as shown on Attachment A. Direct costs may be charged for printing and reproduction expenses; travel, transportation, and subsistence out of Tarrant, and Dallas Counties; and laboratory analysis and testing. Evidence of cost incurred for direct expenses shall be submitted with each billing.
5. No interest shall be due on any payments.

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.

Birkhoff, Hendricks & Carter LLP
Dallas, TX United States

Certificate Number:
2023-972605

Date Filed:
01/17/2023

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, 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.

Lift Station Rehabilitation
Professional Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Birkhoff, John | Dallas, TX United States | X | |
| | Hendricks, Gary | Dallas, TX United States | X | |
| | Carter, Joe | Dallas, TX United States | X | |
| | Mata, Andrew | Dallas, TX United States | X | |
| | Kerkhoff, Craig | Dallas, TX United States | X | |
| | Chaney, Derek | Dallas, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John W Birkhoff, and my date of birth is 10/10.

My address is 11910 Greenville Ave #600 Dallas TX 75243 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 17th day of January, 2023.
(month) (year)

John W Birkhoff

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: March 6, 2022

SUBJECT:

Consider approval of a facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the upcoming season. *(Staff Contact: Joni Van Noy, Economic Development Coordination)*

SUMMARY:

The Burleson Farmer's Market (BFM) seeks to begin its Saturday market activities within the Mayor Vera Calvin Plaza beginning April 1, 2023. The market utilizes the Mayor Vera Calvin Plaza promenade, a portion of the lawn space (as needed) and four (4) on street parking stalls located along S. Warren St. for mobile food vending.

This request is effectively a renewal of the previous year's agreement with the following edits:

1. Added verbiage allowing the City of Burleson to reserve the right to booth space for community outreach purposes including but not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with the operator a minimum of one (1) week in advance.
2. At such time tenants occupy the building adjacent to the Plaza's promenade, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.

OPTIONS:

- 1) Approve the proposed facility use agreement with Burleson Farmer's Market
- 2) Modify the proposed facility use agreement with Burleson Farmer's Market
- 3) Deny the proposed facility use agreement with Burleson Farmer's Market

RECOMMENDATION:

Staff recommendations approval of the agreement as presented.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Joni Van Noy
Economic Development Coordinator
jvanoy@burlesontx.com
817-426-9689

**FACILITIES USAGE AGREEMENT BETWEEN
CITY OF BURLESON
AND
BURLESON FARMERS MARKET**

This AGREEMENT is made by and between the City of Burleson, Texas ("City") and Burleson Farmer's Market ("BFM"). City and BFM may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, City is the owner of the area of land hereinafter called "Mayor Vera Calvin Plaza in Old Town" and/or "promenade"); and

WHEREAS, BFM desires to enter into an agreement so that BFM may use a portion of the Mayor Vera Calvin Plaza in Old Town (promenade) for the purpose of a farmer's market; and

WHEREAS, City and BFM have determined that such an agreement would benefit both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Appointment and Exclusivity**

- 1.01 The City hereby designates, appoints and authorizes BFM to be the only renter of the designated space included as Attachment 1 as agreed upon Saturday morning times. BFM hereby accepts such appointment and agrees to discharge its responsibilities as provided herein during the term of this Agreement. It is agreed and understood, however, that the City remains the owner of the property.

**Article II
Rights and Duties of BFM**

- 2.1 BFM will have the right to conduct the farmer's market activities on the above-mentioned property upon this agreement's execution beginning April 1, 2023 until December 16, 2023. The hours of operation shall be limited to between 7:00 AM and 2:00 PM on Saturdays; or Sundays with prior approval.
- 2.2 BFM will have rights to operate one (1) market a month on a Sunday rather than a Saturday at their discretion. When a Sunday market is held, that market takes the place of the Saturday market for that week. Coordination between BFM and the city will ensure there are no conflicting events when a Sunday market is proposed.
- 2.3 BFM will have the right to operate up to four (4) special edition "Date Night" farmers market. Coordination between BFM and the city will ensure there are no conflicting events when a special edition evening market is proposed.

- 2.4 BFM will have the right to operate a market on a Sunday in the event that a Saturday market is cancelled due to inclement weather. Coordination between BFM and the city will ensure there are no conflicting events when a Sunday market is proposed.
- 2.5 BFM shall not have the right to operate on any election or run-off election date(s), as parking and the public spaces surrounding City Hall will be utilized solely for voting activities.
- 2.6 BFM guarantees a minimum of 25% of participating vendors will provide home grown/ prepared food or drinks to elevate the authenticity of a true Farmer's Market.
- 2.7 BFM shall cease operation of any particular date at the request of City with at least 10 days' notice.
- 2.8 BFM acknowledges that the parking spaces located along Warren St. are public parking and may be occupied upon arrival for set-up. In the case that vehicles are parked within spaces BFM intends to utilize, the City shall have no requirement to cause removal of any vehicles. If a vehicle is parked within the market area, BFM shall set-up the market in a way that the vehicle is not impeded from exiting.
- 2.9 BFM agrees to keep and restore the utilized area to an equal or better condition than that prior to any activities. This includes trash and debris pickup. BFM will make any and all repairs to used space under this Agreement that may be necessary to repair or restore any damage caused by BFM, its officers, agents, employees or invitees.
- 2.10 BFM acknowledges that generators of any kind shall not be permitted. Electrical hookups are provided and available within the Mayor Vera Calvin Plaza in Old Town and may be utilized as needed.
- 2.11 BFM shall be allowed to host up to four (4) mobile food vendors per market. All food trucks/mobile food vendors shall have all appropriate food handling licenses and permitting as required by the City's Environmental Services division. Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at the City's discretion.
- 2.12 BFM shall be allowed to host food vendors to sample open or time/temperature controlled for safety (TCS) foods. These food vendors shall hold all appropriate licenses and permits as required by the City's Environmental Services. Failure to comply with any permitting requirements may result in a particular vendor being

banned from participating in future markets at the City's discretion. All foods must be produced at a permitted food facility or comply with cottage food laws (ex: jams, jellies, honey, tamales, cheeses, etc.). This does not include uncut produce vendors or vendors selling non TCS foods that are packaged and not sampled (ex: jams, jellies, honey, etc. that are not sampled on site).

- 2.13 BFM shall comply with all local, state, and federal regulations. This includes regulations of the Tarrant County Public Health office when applicable.
- 2.14 BFM and any vendors shall only engage in retail sales of agricultural products and other items customarily found in a farmers market for sale to the general public. For purposes of this section, the food trucks authorized in Section 2.11 shall be considered an item customarily found in a farmers market for sale to the general public.
- 2.15 The City of Burleson shall have the right to utilize booth space at their discretion for community outreach purposes. Examples include but are not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with the operator a minimum of one (1) week in advance.
- 2.16 At such time tenants occupy the building adjacent to the Plaza's promenade, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.

Article III Terms

- 3.1 The City and BFM agree that upon BFM's payment of four hundred fifty-four dollars and fifty cents (\$454.50) per day that the market operates.
- 3.2 BFM shall be required to pay Two Hundred Dollars (\$200.00) as a clean-up fee in the case that the property is not restored to the condition prior to activities. The fee shall be assessed at the City's discretion.
- 3.3 BFM shall ensure the compliance and abidance of vendors to the vendor rules and code of conduct as stated on www.burlesonfarmersmarket.com.

Article IV Insurance and Hold Harmless

- 4.1 BFM agrees to provide City a certificate of insurance as proof that it has secured and paid for a policy providing general liability insurance covering all risks related

to the use, maintenance, existence or location of the areas used under this Agreement. The amounts of such insurance shall not be less than \$1,000,000.00 for personal injury or death, each occurrence. The certificate of insurance shall be provided to the City prior to the issuance of any permit and any usage of the City's property.

- 4.2 City shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against City and providing that such policies may not be cancelled unless City is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to City. BFM shall provide evidence satisfactory to City that such coverage has been procured and is being maintained at all times during the term of this Agreement.
- 4.3 BFM SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ANY OFFICER, EMPLOYEE, OR OFFICIAL OF THE CITY OF BURLESON, TEXAS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF BFM, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OR PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH BFM'S OPERATION, MAINTENANCE, USE OR CONDITION OF THE AREAS DESIGNATED FOR BFM'S USE UNDER THIS AGREEMENT.

Article V Severability

- 5.01 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

Article VI Termination

- 6.01 The City retains the sole and exclusive right to terminate this Agreement at any time, provided BFM is notified four (4) days in advance of said Termination. Should BFM violate any term of this Agreement, the four-day notice is waived and the Agreement terminates upon notification to BFM by City.

Article VII Independent Contractor

- 7.01 In executing this Agreement and in performing their respective obligations, the City and BFM are acting independently and not in any form of partnership or joint venture. The City assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

Article VIII Miscellaneous

- 8.1 City may be excused from performance under this Agreement when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that City has prudently and promptly acted to take any and all steps that are within City's control to ensure performance and to shorten the duration of the event of Force Majeure. If City suffers an event of Force Majeure, it shall provide notice of the event to the BFM immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.
- 8.2 All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

To BFM:

Burleson Farmer's Market
c/o Chaz Forster, Operator
1004 Terragon Dr.
Burleson, Texas 76028

To the City:

City of Burleson
c/o City Manager
141 W. Renfro St.
Burleson, TX 76028

- 8.3 This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.
- 8.4 This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.
- 8.5 Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.
- 8.6 Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.
- 8.7 This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Johnson County, Texas.
- 8.8 [This section intentionally left blank.]
- 8.9 Nothing contained in this Agreement shall be construed as a waiver of the city's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the city by law, except to the extent expressly provided or necessarily implied herein.
- 8.10 Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any city ordinance or regulation, or the waiver of any requirement of any city ordinance or regulation.

(Signature pages to follow)

EXECUTED this_____day of_____, 2023.

BY: _____
Bryan Langley, City Manager

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me,_____, the undersigned notary public, on this day personally appeared Bryan Langley as City Manager of the City of Burleson, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this_____day of_____, 2023.

Notary Public, State of Texas

My Commission Expires: _____
Commission Number: _____
Executed on the date first written above.

EXECUTED this_____day of_____, 2023.

BY: _____
Chaz Forster
Burleson Farmer’s Market

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, _____, the undersigned notary public, on this day personally appeared Chaz Forster, _____ of the Burleson Farmer's Market, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires: _____

Commission Number: _____

Attachment 1



City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Parks and Recreation Director

MEETING: March 6, 2023

SUBJECT:

Consider approval of a contract with Home Run Construction, LLC for the construction of a parking lot for Oak Valley Park in the amount not to exceed \$169,344.34. *(Staff Contact: Jen Basham, Parks and Recreation Director)*

SUMMARY:

Project includes concrete paving for renovation and expansion of 14-space parking lot with two ADA spaces for Oak Valley Park.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving as presented.

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

Presented parking lot concepts to Parks Board on October 13, 2022 and City Council on October 17, 2022 for input.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: 4B Bond Fund

Full Account #'s: 362-6020-456.72-98

Amount: \$169,344.34

Project: PK2206

STAFF CONTACT:

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

Oak Valley Park Parking Lot

City Council Meeting
March 6, 2023

Presented by: Jen Basham, Director of Parks and Recreation

Overview

- ① Background
- ② Project Scope
- ③ Bid Summary
- ④ Timeline
- ⑤ Action Options

Background

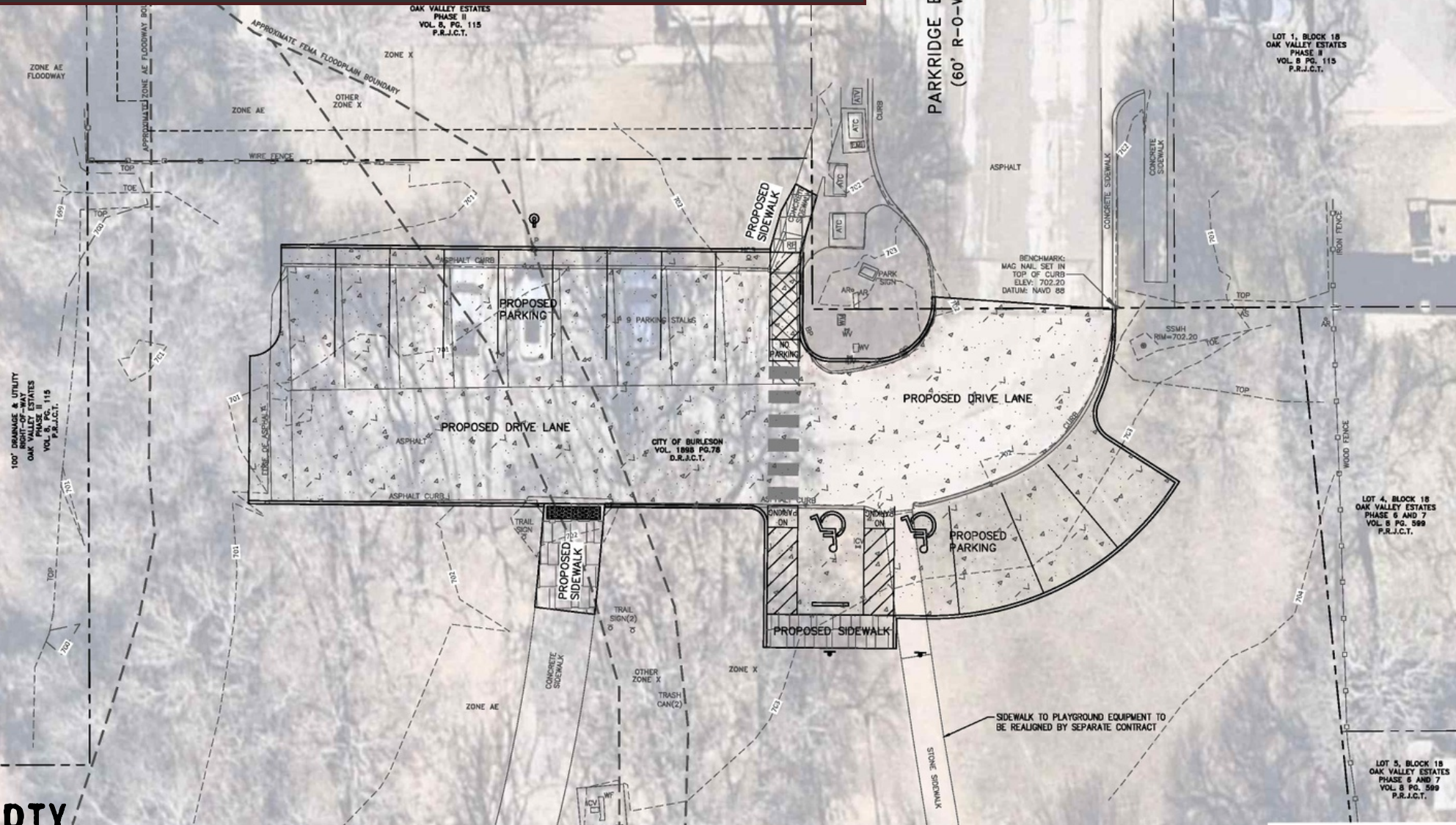
- Parking Lot & Playground
 - October 13, 2022 Parks Board Meeting - Staff presented parking lot concepts with Oak Valley Park playground project
 - Parks Board made a recommendation to add an additional ADA parking Space
 - October 17, 2022 Council Meeting- Staff presented parking lot concepts with Oak Valley Park playground
 - October 2022- Staff added requested additional ADA parking space in design
 - December 2023 - Construction documents completed
 - January 2023 - Project advertised for bid
 - February 2023- Park Board received update that parking lot would go to council for award in March
 - March 6, 2022-Estimated ship date for playground with installation to be completed by May 2023
 - May 2023-Estimated completion of parking lot renovation

Site Plan



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING PAVEMENT EDGE
- EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FEMA FLOODZONE BOUNDARY
- [Pattern] PROPOSED CONCRETE SIDEWALK
- [Pattern] PROPOSED CONCRETE PAVEMENT
- [Symbol] PROPOSED STREET LIGHT, ONCOR



BENCHMARKS

SITE BENCHMARK:
MAG NAIL SET ON TOP OF CONCRETE CURB
AT THE SOUTH END OF PARKRIDGE
BOULEVARD, APPROXIMATELY 3.6 FEET WEST

THE CITY OF

OAK VALLEY PARK NORTH PARKING LOT

124 N CLARK ST

| No. | Date | Revision | Description |
|-----|------|----------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |

96

Project Scope

- Remove existing materials
- Subgrade stabilization
- Concrete Paving
- Striping and signage
 - 14 total parking spaces with 2 ADA parking spaces



Bid Summary



- Request for bids issued
- Total qualified bids: 9
- Bid range:
 - High \$262,179.97
 - Low \$153,949.40
- Recommended award:
 - Contractor: Home Run Construction, LLC
 - Bid: \$153,949.40
 - 10% contingency: \$15,394.94
 - Total award: \$169,344.34
- Funding source: Existing bond funds

Total Project budget \$500,000



- Playground
 - \$283,121.86
- Parking lot (with contingency)
 - \$169,344.34
- Materials testing
 - Estimated \$4,000
- Total Project
 - \$456,466.20

Estimated Timeline



Options

Staff recommendation



Award a contract to Home Run Construction, LLC in the amount of \$169,344.34 for the construction of Oak Valley Park Parking Lot



Deny



Public Works

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

**OAK VALLEY PARK NORTH PARKING LOT
PROJECT #: PK2206**

**FOR THE
CITY OF BURLESON, TEXAS
PUBLIC WORKS DEPARTMENT**

DECEMBER 2022



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Home Run Construction, LLC

as Principal, hereinafter called the Principal, and Continental Casualty Company

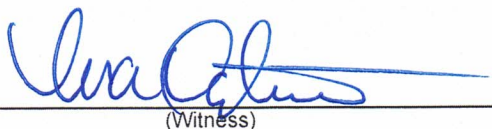
a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto City of Burleson, TX

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of the Greatest Amount Bid Dollars (\$ 5% G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

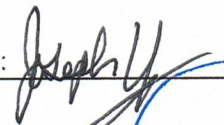
WHEREAS, the Principal has submitted a bid for Bid# PK2206 - Oak Valley Park North Parking Lot

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

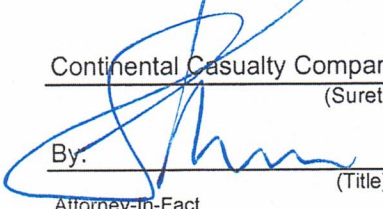
Signed and sealed this 9th day of February, 2023.


(Witness)

Home Run Construction, LLC
(Principal) (Seal)

By:  Managing Member
(Title)

Continental Casualty Company
(Surety) (Seal)

By:  Attorney-in-Fact
(Title)

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Clinton Norris, Charles K Miller, Steven J Zinecker, Shannon Lewis, Steve Thomas, Maribeth Harper, Jessica Luna Montgomery, Individually

of Bedford, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

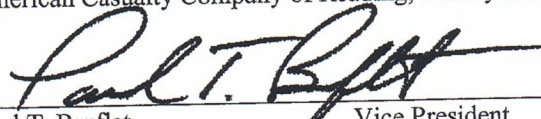
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 17th day of February, 2022.

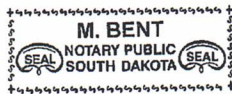


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 17th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

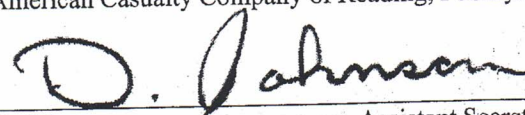

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9th day of February, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2022

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 Southwest Assurance Group, Inc. 2350 Airport Freeway, Ste 202 Bedford TX 76022 | | CONTACT NAME: Jessica Luna PHONE (A/C, No, Ext): (817) 329-7007 FAX (A/C, No): (817) 329-7011 E-MAIL ADDRESS: jluna@swagdfw.com | |
| INSURED Home Run Construction LLC PO Box 1479 Midlothian TX 76065 | | INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Company INSURER B: American Casualty Company of Reading PA INSURER C: Continental Insurance Company INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 20494 20427 35289 | |

COVERAGES

CERTIFICATE NUMBER: 2022-2023

REVISION NUMBER:

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 <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 7015465751 | 08/21/2022 | 08/21/2023 | 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 \$ |
| | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 7015465765 | 08/21/2022 | 08/21/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | 7015465782 | 08/21/2022 | 08/21/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| | <input checked="" type="checkbox"/> 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 | N/A | Y | 7015465779 | 08/21/2022 | 08/21/2023 |
| A | Leased/Rented Equipment Contractors Equipment | | | 7015465751 | 08/21/2022 | 08/21/2023 | Max Limit per Item \$250,000 Deductible \$2,500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability, Auto and Pollution policies include a blanket automatic additional insured on a primary non-contributory basis including completed and on-going operations and waiver of subrogation endorsement when required by a written contract. Workers' compensation provides a blanket waiver of subrogation. Umbrella policy is follow form. All policies provide 30 day notice of cancellation and 10 days for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

Sample for bidding purposes

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

Charles K. Miller

TABLE OF CONTENTS

| SECTION NUMBER | SUBJECT OF SECTION |
|----------------|--|
| 1 | Notice to Bidders |
| 2 | Instructions for Bidders |
| 3 | Prevailing Wage Rates for Municipal Construction in Burleson, Texas |
| 4 | Out of State Contractor Compliance to State Law |
| 5 | Affidavit Against Prohibited Acts |
| 5A | Conflict of Interest |
| 5B | House Bill 89 Verification Form |
| 6 | Proposal |
| 7 | Contract |
| 8 | Performance Bond |
| 9 | Payment Bond |
| 10 | Maintenance Bond |
| 10A | Post Construction Forms |
| 10A.1 | Consent of Surety Company to Full Release of Retainage |
| 10A.2 | Contractor's Affidavit of Final Payment |
| 11A | Special Provisions- Paving and Drainage Specifications |
| 11B | Special Provisions- Water and Sanitary Sewer Specifications |

SECTION 2

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL:**

- 1.1 The Proposal is included in these Bidding Documents; additional copies may be obtained from OWNER.
- 1.2 All blanks on the Proposal shall be completed in printed handwritten ink or by typewriter.
 - a. Bidder may use the original proposal forms included in these bid documents or the Bidder may substitute a computer-generated proposal for the original proposal included in these bid documents. The substitute submittal shall be word-for-word as written in the original proposal contained herein. The Bidder shall also sign the Substitute Proposal.
 - b. If the Substitute Proposal changes the intent of a bid item or contains an error in the quantities, unit prices, or extension of prices, the OWNER may reject the bid submitted.
 - c. The Bid price of each item on the form shall be stated in words and numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit indicated multiplied by the state quantity shall govern.
- 1.3 The President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) shall execute bids by corporations in the corporate name and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- 1.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title shall appear under the signature and at the official address of the partnership shall be shown below the signature.
- 1.5 All names shall be typed or printed below the signature.
- 1.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).
- 1.7 The address and telephone number for communications regarding the bid shall be shown.
- 1.8 The bid shall be complete with prices stated for all alternates. The Bidder should be aware that the OWNER to stay within the City's

available funds could adjust the scope of the project. Alternates selected and revisions to limits of construction and resulting quantity adjustments will be identified in the Notice of Award and will be adjusted in the proposal contained in the executed contract.

2. **SUBMISSION OF BIDS:**

It shall be the Bidder's responsibility for the delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Proposals must be submitted at <http://burlesontx.bonfirehub.com>. The BIDDER shall acknowledge receipt of any addenda.

3. **BID SECURITY:**

Each bid must be accompanied by a certified or cashier's check or an approved bidder's bond made payable to the Owner in an amount of five (5%) percent of the largest possible total of the bid as a guarantee that, if awarded the contract, the Bidder will enter into a Contract and execute all necessary bonds. Bid securities will be returned to Bidders when the Contract award is made or bids are rejected.

4. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:**

Performance, Payment and Maintenance Bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the Owner, authorized to do business in the State of Texas and acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.

5. **QUALIFICATION OF BIDDERS:**

All Bidders on this project must be qualified to perform work as outlined within the contract documents. The City of Burleson Department of Engineering Services will verify the work history and qualifications. The following subcontractors must also be qualified if applicable to the project: water and sewer, paving, storm drain, excavation and parkway and median landscape work (includes seeding, sod, irrigation and tree and shrubbery planting). Bidders must be familiar with the North Central Texas Council of Governments (NCTCOG) Standard

Specifications for Public Works Construction, latest edition, and the construction methods, Standards and related Ordinances of the City of Burleson.

6. **BIDDERS KNOWLEDGE OF CONDITIONS:**

- 6.1 Prior to submission of a proposal, bidders shall make a thorough inspection of the site of work and a thorough examination of the plans and specifications, and shall become informed as to the nature of the work, labor conditions, federal, state and local Laws and Regulations, and all other matters that may affect the cost, progress, performance and time of completion of the Work.
- 6.2 Bidder shall notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.
- 6.3 Bidder shall pay particular attention to providing methods of ingress and egress to adjacent private and public properties, procedures for protection existing improvements and disposition of all materials to be removed.
- 6.4 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or other, and OWNER does not assume responsibility for the accuracy or completeness thereof.
- 6.5 The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not provided by OWNER, are to be obtained and, if necessary, paid by Contractor.
- 6.6 The submission of a bid will constitute an incontestable representation by Bidder that Bidder has complied with every requirement of the Article 6, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, method, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

7. **AVAILABILITY OF UTILITY SERVICES**

OWNER shall not make available or guarantee any utility services to the Contractor such as (but not all inclusive) water, sewer, electricity, gas, or telephone for performance of his work in this contract. Contractor shall be

solely responsible for completing all requirements, make all arrangements, and make all payments as necessary to procure any utility services necessary to complete the work as prescribed in this contract.

8. **INTERPRETATION OF DOCUMENT:**

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the OWNER a written request for an interpretation thereof at least five (5) days prior to opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued. Only questions answered by formal written Addenda are to be binding. Oral interpretations or clarification will be without legal effect. The Owner will not be responsible for any other explanations or interpretations.

9. **STANDARD SPECIFICATIONS:**

9.1 All work for this project including but not limited to all grading, utility and paving improvements described in this Proposal and Construction Drawings shall be done in accordance with the *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION* as issued by the North Central Texas Council of Government (NCTCOG); the latest edition with any revisions as may be modified by the special conditions of this Contract.

9.2 Asphaltic concrete and standard concrete pavement improvements done within TxDOT right of way, shall be done in accordance with the *STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES* as issued by The Texas Department of Transportation; the latest edition with any revisions as may be modified by the special conditions of this Contract.

10. **AWARD OF CONTRACT:**

10.1 OWNER reserves the right to reject any bid, to waive any and all informalities and to negotiate contract amendments with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, OWNER reserves the right to reject the bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by OWNER. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication.

Discrepancies between the unit price in words and the unit price in figures will be resolved in favor of the price in words. Discrepancies between the indicated sum of a column of figures and the correct sum therefore will be resolved in favor of the correct sum.

- 10.2 In evaluating bids, OWNER will consider the qualifications of the Bidder, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.

11. **ALTERNATE BIDS:**

No bids for alternate work items shall be submitted except as shown on the Proposal. The OWNER reserves the right to choose either the base bid or alternate bid whichever is most advantageous to the OWNER. There will be no adjustments to unit prices bid due to the OWNER'S choice of alternate bids.

12. **EXECUTION OF CONTRACT**

12.1 The successful Bidder shall execute the formal Contract Agreement and required Bonds to the OWNER within fifteen (15) days after the Notice of Award.

12.2 A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed by the Owner.

13. **PROTECTION OF THE PUBLIC:**

For protection and convenience of the public and emergencies, the successful Bidder shall furnish the City with a telephone number at which the contractor can be contacted 24 hours a day during the entire construction period of this project. This telephone number shall be furnished to the City in writing prior to the beginning of construction.

14. **AFFIDAVIT AGAINST PROHIBITED ACTS:**

It shall be the successful Bidder's responsibility to complete this affidavit (Section 5 of the Contract Documents) prior to execution of the Contract by the City of Burleson. Failure to complete this form may prohibit the contractor's ability to secure the Contract.

15. **WAGE RATES**

Contractor shall pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the OWNER are included in the contract documents.

16. **SALES TAXES**

The OWNER qualifies as an exempt entity as defined by the statutes (Chapter 151.309) of the Tax Code of the State of Texas. The Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

17. **GOVERNING DOCUMENTS:**

The Work shall conform to the requirements of these specifications and the details as shown therein. These contract documents are intended to be Primary. Requirements of any of the contract documents are as binding as if called for by all. In case of conflict between the referenced Specifications and the Special Project Specifications, the Special Project Specifications shall govern.

18. **SOIL INVESTIGATION:**

Investigation of soil and foundation conditions of the size and areas near the site is considered subsidiary to the paving portion of the work. A certified lab competent to do such investigations for subgrade stabilization shall be used to determine the amounts of cement or lime necessary for the structural ability of the roadway. It has been assumed to use the rate of 30# per square yard of lime **or** Portland cement, but the actual amount is to be verified by the lab prior to pavement work. A copy of the lab report shall be submitted to the City of Burleson for approval.

19. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**

All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the drawings or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the contractor's risk, and will be considered unauthorized, and at the option of the OWNER, may not be measured and paid for, and may be ordered removed at the contractor's expense. If the contractor fails to satisfactorily repair, replace or remove the rejected, condemned or unauthorized work or materials immediately upon receipt of written notice, the OWNER will have the authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the contractor.

20. **TRENCH SAFETY:**

- 20.1 A trench safety system must be provided for all trench excavations according to current OSHA requirements.
- 20.2 On all public projects bid by the City or private projects to be constructed within right-of-way or easements to be conveyed to the City, compliance with the current minimum Occupational Safety and Health Administration (OSHA) or other governmental agencies standards for trench safety will be required as part of the plans and specifications. Prior to start of construction a detailed trench safety system must be provided to the City by the contractor. This detailed trench safety system must meet all requirements by OSHA or other governmental agencies, and be designed and certified by a professional engineer licensed in the State of Texas.
- 20.3 A pay item shall be included in the plans and specifications for the trench safety system. Payment will be on a linear-foot basis and will be full compensation for labor, tools, materials, equipment and incidentals necessary to complete the work, including the removal of the trench safety system and back-filling the trench. Pursuant to Texas law, the City of Burleson has adopted a trench safety policy, which is addressed in Section 11 of the Specifications. Each bidder should be familiar with Section 11 prior to submitting a bid.

21. **BID TABULATION:**

A tabulation of all bids will be available within five (5) working days of the bid opening.

22. **ADDENDUM:**

- 22.1 The OWNER reserves the right to issue addendum(s) to the Plans, Proposal, Specifications, and Special Provisions. Addendums will be issued at <https://burlesontx.bonfire.com>
- 22.2 The Bidders will acknowledge the receipt of the addendum(s) by submitting a signed copy of the addendum(s) with the submission of their bid.
- 22.3 It shall be the Bidder's responsibility to ensure that they are aware of all addendum(s) issued by the owner.
- 22.4 Upon receipt of the addendum(s), the Bidder shall acknowledge the receipt of the addendum(s) in the appropriate spaces provided in the proposal.
- 22.5 N/A
- 22.6 **Bids that have not properly acknowledged addendum(s) will not be opened.**

SECTION 3

PREVAILING WAGE RATES FOR MUNICIPAL CONSTRUCTION IN BURLESON, TEXAS

The following minimum rates have been determined by the City of Burleson, Texas, in accordance with the statutory requirements and prevailing local wages:

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Joseph Yates, who is known to me or who was proved to me on the oath of Lisa Ogletree (name of person identifying the acknowledging person) or who was proved to me through TX DL (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:

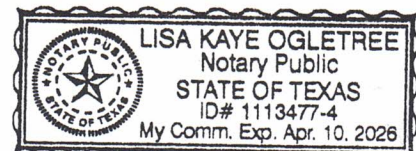
"My name is Joseph Yates. I am of sound mind and capable of making this affidavit. "I am a Manager Member for the HomeRun Construction LLC which company entered into a contract on the 8 day of February, 2023, to construct the **Oak Valley Park North Parking Lot Project**, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

Joseph Yates
AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of Feb. 2023.

Lisa Ogletree
Notary Public In and For the State of Texas

Lisa Ogletree
Notary's Printed Name



My Commission Expires: 4-10-26



You have 2 new alerts

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Wage Determination

Overview

 **Follow**

Document

History

WAGE DETERMINATIONS

Davis-Bacon Act WD # TX20220026

Wage Determination

Modification #

1

Construction

Heavy

Last Revised Date

Feb 25, 2022

States and Counties

State

Texas

Counties

Johnson, Parker, Tarrant

"General Decision Number: TX20220026 02/

Superseded General Decision Number: TX20210026

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in

Heavy Construction Projects (Including Water and S

Note: Contracts subject to the Davis-Bacon Act are required to pay at least the applicable minimum wage required under Executive Order 14026 or Executive Order 14176. Please note that these Executive Orders apply to contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Act, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. |
| | The contractor must pay at least \$15.00 per hour for all covered work listed on this wage determination, if higher) for all hours spent performing the contract in 2022. |

| | |
|---|--|
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | Executive Order generally apply contract. The contractor must cover workers \$11.25 per hour applicable wage on this wage determination if it is higher) hours spent performing that contract in |
|---|--|

The applicable Executive Order minimum wage rate was adjusted annually. If this contract is covered by Executive Orders and a classification considered a performance of work on the contract does not appear wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contractors>

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

PLUM0146-002 05/01/2021

| Rates | F |
|-------------------------|----------|
| PLUMBER/PIPEFITTER..... | \$ 34.13 |

* SUTX1990-041 06/01/1990

Rates F

CARPENTER.....\$ 10.40 **

Concrete Finisher.....\$ 9.81 **

ELECTRICIAN.....\$ 13.26 **

Form Setter.....\$ 7.86 **

Laborers:

 Common.....\$ 7.25 **

 Utility.....\$ 8.09 **

PAINTER.....\$ 10.89 **

Pipelayer.....\$ 8.43 **

Power equipment operators:

 Backhoe.....\$ 11.89 **

 Bulldozer.....\$ 10.76 **

 Crane.....\$ 13.16 **

 Front End Loader.....\$ 10.54 **

 Mechanic.....\$ 10.93 **

 Scraper.....\$ 10.00 **

Reinforcing Steel Setter.....\$ 10.64 **

TRUCK DRIVER.....\$ 7.34 **

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

=====

** Workers in this classification may be entitled
minimum wage under Executive Order 14026 (\$15.00)
(\$11.25). Please see the Note at the top of the w
determination for more information.

Note: Executive Order (EO) 13706, Establishing Pai

for Federal Contractors applies to all contracts s
Davis-Bacon Act for which the contract is awarded
solicitation was issued) on or after January 1, 20
contract is covered by the EO, the contractor must
employees with 1 hour of paid sick leave for every
they work, up to 56 hours of paid sick leave each
Employees must be permitted to use paid sick leave
own illness, injury or other health-related needs,
preventive care; to assist a family member (or per
like family to the employee) who is ill, injured,
health-related needs, including preventive care; o
resulting from, or to assist a family member (or p
like family to the employee) who is a victim of, d
violence, sexual assault, or stalking. Additional
on contractor requirements and worker protections
is available at

<https://www.dol.gov/agencies/whd/government-contra>

Unlisted classifications needed for work not inclu
the scope of the classifications listed may be add
award only as provided in the labor standards cont
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the clas
and wage rates that have been found to be prevaili
cited type(s) of construction in the area covered
determination. The classifications are listed in a
order of ""identifiers"" that indicate whether the
rate is a union rate (current union negotiated rat
a survey rate (weighted average rate) or a union a
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifi
in dotted lines beginning with characters other th

""UAVG"" denotes that the union classification and prevailing for that classification in the survey. PLUM0198-005 07/01/2014. PLUM is an abbreviation of the union which prevailed in the survey for this classification, which in this example would be Plum indicates the local union number or district council where applicable, i.e., Plumbers Local 0198. The 005 in the example, is an internal number used in the wage determination. 07/01/2014 is the effective most current negotiated rate, which in this example 2014.

Union prevailing wage rates are updated to reflect changes in the collective bargaining agreement (CBA) for this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier have no one rate prevailed for this classification in the survey; the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for this classification. As this weighted average rate includes rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. The rates are survey rates based on a weighted average calculation of rates and are not majority rates. Louisiana, the State of Louisiana. 2012 is the year of survey for these classifications and rates are based. The next in the example, is an internal number used in production wage determination. 5/13/2014 indicates the survey date for the classifications and rates under that

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported classifications was union data. EXAMPLE: UAVG-OH-008/29/2014. UAVG indicates that the rate is a weighted average rate. OH indicates the state. The next number in the example, is an internal number used in production determination. 08/29/2014 indicates the survey completed for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which it is based.

WAGE DETERMINATION APPEALS PROCEDURE

1.) Has there been an initial decision in the matter to be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a wage determination matter
- * a conformance (additional classification and rate)

On survey related matters, initial contact, including for summaries of surveys, should be with the Wage National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from initial contact is not satisfactory, then the procedure in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the process described here, initial contact should be with the Branch of Construction Wage Determinations. Write

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

2.) If the answer to the question in 1.) is yes, the interested party (those affected by the action) can review and reconsideration from the Wage and Hour (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board

=====

END OF GENERAL DECISION"

History

Feb 25, 2022

TX20220026 - Modification 1

Feb 25, 2022

TX20220026 - Modification 0



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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

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 Joseph Yates, who is known to me or who was proved to me on the oath of Lisa Ogletree (name of person identifying the acknowledging person) or who was proved to me through TX DL (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:

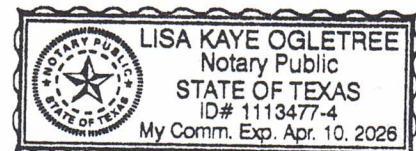
"My name is Joseph Yates. I am of sound mind and capable of making this affidavit. "I am a Manager Member for the HomeRun Construction LLC which company entered into a contract on the 8 day of February, 2023, to construct the **Oak Valley Park North Parking Lot Project**, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

Joseph Yates
AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of Feb. 2023.

Lisa Ogletree
Notary Public In and For the State of Texas

Lisa Ogletree
Notary's Printed Name



My Commission Expires: 4-10-26

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 Joseph Yates, who is known to me or who was proved to me on the oath of Lisa Ogletree (name of person identifying the acknowledging person) or who was proved to me through TX DL (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:

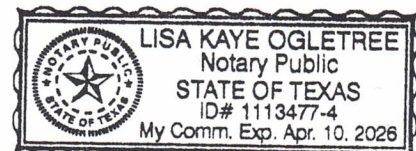
"My name is Joseph Yates. I am of sound mind and capable of making this affidavit. "I am a Manager Member for the Home Run Construction LLC which company entered into a contract on the 8 day of February, 2023, to construct the **Oak Valley Park North Parking Lot Project**, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

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Lisa Ogletree
Notary Public In and For the State of Texas

Lisa Ogletree
Notary's Printed Name



My Commission Expires: 4-10-26

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

- (a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:
 - (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
 - (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
 - (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
 - (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
 - (1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
 - (2) the public servant ceases to be a public servant.
- (d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
- (e) An offense under this section is a felony of the second degree.

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.
- (f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.
- (g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts or agrees to accept any benefit from any person who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.
- (h) An offense under this section is a Class A misdemeanor.

36.09 OFFERING GIFT TO PUBLIC SERVANT

- (a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

36.10 NON-APPLICABLE

- (a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
 - (2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
 - (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
 - (4) a political contribution as defined by Title 15, Election Code; or
 - (5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.
- (b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
- (c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

SECTION 5A CONFLICT OF INTEREST

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Burleson Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

A person or business, and their agents, contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire FORM CIQ. Form CIQ is available online at www.ethics.state.tx.us or electronically at www.tml.org.legal - Ethics Form ECIQ.

Sec. 176.002. APPLICABILITY TO CERTAIN VENDORS AND OTHER PERSONS.

- (a) This chapter applies to a person who:
 - (1) enters or seeks to enter into a contract with a local governmental entity; or
 - (2) is an agent of a person described by Subdivision (1) in the person's business with a local governmental entity.
- (b) A person is not subject to the disclosure requirements of this chapter if the person is
 - (1) a state, a political subdivision of a state, the federal government, or a foreign government; or
 - (2) an employee of an entity described by Subdivision(1), acting in the employee's official capacity.

Sec. 176.006. Disclosure requirements for vendors and other persons; questionnaire.

- (a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the person:
 - (A) begins discussion or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the person becomes aware:

The form must be filed with the City Secretary no later than seven days after the date the person or business contracts with the City. Such persons and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business contract begins, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

SECTION 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: Oak Valley Park North Parking Lot
Project No. PK2206

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **Oak Valley Park North Parking Lot Project**, City of Burleson **Project No. PK2206**, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City to the Contractor will be made based on the actual quantity installed in the field.

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Oak Valley Park North Parking Lot

| Item No. | Estimated Quantity | Unit | Item Description Total Unit Price Written in Words | Unit Price | Extension |
|----------|--------------------|------|--|--------------------|--------------------|
| 101 | 1 | LS | Site Preparation, Mobilization, Bonds, & Insurance FIFTEEN THOUSAND _____ Dollars and ZERO Cents Per Lump Sum | <u>\$15,000.00</u> | <u>\$15,000.00</u> |
| 102 | 1 | LS | Design and Implement SWPPP FIVE THOUSAND _____ Dollars and ZERO Cents Per Lump Sum | <u>\$5,000.00</u> | <u>\$5,000.00</u> |
| 103 | 1 | LS | Pre-Construction Video Tape of Project FOUR HUNDRED _____ Dollars and ZERO Cents Per Lump Sum | <u>\$400.00</u> | <u>\$400.00</u> |
| 201 | 29 | SY | Remove Existing Concrete Sidewalk FIFTY NINE _____ Dollars and THIRTY ONE Cents Per Square Yard | <u>\$59.31</u> | <u>\$1,719.99</u> |
| 202 | 14 | SY | Remove Existing Stone Sidewalk SEVENTY FOUR _____ Dollars and EIGHTY FIVE Cents Per Square Yard | <u>\$74.85</u> | <u>\$1,047.90</u> |
| 203 | 530 | SY | Remove Existing Asphalt and Base Material TWENTY _____ Dollars and NINETY FIVE Cents Per Square Yard | <u>\$20.95</u> | <u>\$11,103.50</u> |

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Oak Valley Park North Parking Lot

| Item No. | Estimated Quantity | Unit | Item Description Total Unit Price Written in Words | Unit Price | Extension |
|----------|--------------------|------|--|-------------------|-------------------|
| 204 | 1 | EA | Remove Existing Sign ONE THOUSAND _____ Dollars and ZERO Cents Per Each | <u>\$1,000.00</u> | <u>\$1,000.00</u> |
| 205 | 31 | CY | Unclassified Fill & Grading, including import SIXTY SEVEN _____ Dollars and NINETY Cents Per Cubic Yard | <u>\$67.90</u> | <u>\$2,104.90</u> |
| 206 | 74 | LF | Trench and Install 2" Conduit, Schedule 40 or above SIXTY FIVE _____ Dollars and FIFTY FOUR Cents Per Linear Foot | <u>\$65.54</u> | <u>\$4,849.96</u> |
| 301 | 41 | SY | 6" Compacted Subgrade NINETY FOUR _____ Dollars and TWENTY FOUR Cents Per Square Yard | <u>\$94.24</u> | <u>\$3,863.84</u> |
| 302 | 703 | SY | Alt.1 - 6" Lime Stabilized Subgrade FOURTEEN _____ Dollars and FOUR Cents Per Square Yard | <u>\$14.04</u> | <u>\$9,870.12</u> |
| 303 | 12.9 | TON | Alt.1 - Lime at 36 lbs per square yard FOUR HUNDRED AND SEVENTY FIVE Dollars and THIRTY FIVE Cents Per Ton | <u>\$475.35</u> | <u>\$6,132.02</u> |

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Oak Valley Park North Parking Lot

| Item No. | Estimated Quantity | Unit | Item Description Total Unit Price Written in Words | Unit Price | Extension |
|----------|--------------------|------|--|----------------|--------------------|
| 304 | 321 | LF | Alt.1 - Concrete Integral Curb and Gutter FORTY NINE _____ Dollars and ZERO Cents Per Linear Foot | <u>\$49.00</u> | <u>\$15,729.00</u> |
| 305 | 396 | SY | Alt.1 - 6" Concrete Paving SEVENTY _____ Dollars and SEVENTY NINE Cents Per Square Yard | <u>\$70.79</u> | <u>\$28,032.84</u> |
| 306 | 307 | SY | Alt.1 - 5" Concrete Paving SIXTY FOUR _____ Dollars and THIRTY FIVE Cents Per Square Yard | <u>\$64.35</u> | <u>\$19,755.45</u> |

PROPOSAL FORM EXHIBIT 'A'

City of Burleson

Oak Valley Park North Parking Lot

| Item No. | Estimated Quantity | Unit | Item Description Total Unit Price Written in Words | Unit Price | Extension |
|----------|--------------------|------|--|-----------------|-------------------|
| 310 | 39 | SY | 4" Concrete Sidewalk FIFTY NINE _____ _____ Dollars and FORTY _____ Cents Per Square Yard | <u>\$59.40</u> | <u>\$2,316.60</u> |
| 311 | 18 | SF | Detectable Warnings (Cast Iron Truncated Dome Plates) TWO HUNDRED AND FIFTY _____ Dollars and ZERO _____ Cents Per Square Foot | <u>\$250.00</u> | <u>\$4,500.00</u> |
| 312 | 411 | LF | Pav Surf Prep for Mrk (4") ONE _____ _____ Dollars and NINETY THREE _____ Cents Per Linear Foot | <u>\$1.93</u> | <u>\$793.23</u> |
| 313 | 30 | LF | Pav Surf Prep for Mrk (24") TWO _____ _____ Dollars and _____ Cents Per Linear Foot | <u>\$2.25</u> | <u>\$67.50</u> |
| 314 | 2 | EA | Pav Surf Prep for Mrk (ADA Symbol) TWO HUNDRED AND FIFTY _____ Dollars and ZERO _____ Cents Per Each | <u>\$250.00</u> | <u>\$500.00</u> |
| 315 | 411 | LF | 4" Wide White Striping TWO _____ _____ Dollars and FIVE _____ Cents Per Linear Foot | <u>\$2.05</u> | <u>\$842.55</u> |

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Oak Valley Park North Parking Lot

| Item No. | Estimated Quantity | Unit | Item Description Total Unit Price Written in Words | Unit Price | Extension |
|----------|--------------------|------|--|-----------------|-------------------|
| 316 | 30 | LF | 24" Wide White Striping (Thermoplastic) FIVE _____ Dollars and TWENTY FIVE Cents Per Linear Foot | <u>\$5.25</u> | <u>\$157.50</u> |
| 317 | 2 | EA | Handicap Parking Symbol FOUR HUNDRED AND _____ TWENTY FIVE Dollars and ZERO Cents Per Each | <u>\$425.00</u> | <u>\$850.00</u> |
| 318 | 3 | EA | "No Parking" Surface Lettering THREE HUNDRED AND _____ FIFTY Dollars and ZERO Cents Per Each | <u>\$350.00</u> | <u>\$1,050.00</u> |
| 319 | 2 | EA | Handicap Parking Signage (inc. sign, foundation, and post) FOUR HUNDRED AND _____ NINETY FIVE Dollars and ZERO Cents Per Each | <u>\$495.00</u> | <u>\$990.00</u> |
| 320 | 1 | EA | Precast Concrete Wheel Stop ONE HUNDRED AND _____ SIXTY Dollars and ZERO Cents Per Each | <u>\$160.00</u> | <u>\$160.00</u> |
| 401 | 2,550 | SF | Surface Restoration, Turf Grass (Solid Sod) ZERO _____ Dollars and SEVENTY FIVE Cents Per Square Foot | <u>\$0.75</u> | <u>\$1,912.50</u> |

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Oak Valley Park North Parking Lot

| Item No. | Estimated Quantity | Unit | Item Description Total Unit Price Written in Words | Unit Price | Extension |
|----------|--------------------|------|--|--------------------|--------------------|
| 402 | 1 | LS | Design and Implement Irrigation system by Texas licensed irrigator, as approved by owner FOURTEEN THOUSAND AND TWO HUNDRED _____ Dollars and ZERO _____ Cents Per Lump Sum | <u>\$14,200.00</u> | <u>\$14,200.00</u> |

Total Base Proposal - Alternate 1

ONE HUNDRED AND FIFTY THREE THOUSAND

NINE HUNDRED AND FORTY NINE _____ Dollars and

FORTY _____ Cents

\$153,949.40

Construction Time: Offeror shall complete the work within 60 calendar days from notice to proceed to substantial completion.

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 60 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond or Cashier's Check for _____ (\$ _____ 5%) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

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

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1 2-8-23 Acknowledged

Addendum No. 2 _____

Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may over lap at Contractors discretion).
TOTAL DAYS: 60

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
10. BIDDER acknowledges that the City of Burleson reserves the right to delete any portion of this project, as it may deem necessary to stay within

the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the City of Burleson reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the City's available funds.
12. BIDDER accepts the provisions as to liquidated damages (\$240.00 per calendar day) in the event of failure to complete the work on time.
13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

Home Run Construction LLC
Company

By Joseph Yentes
(Please Print)

Managing Member
Title

P.O. Box 1479
Address

Midlothian TX 76065
City State Zip

(Seal if corporation)

Submitted by Joseph Yentes

An Individual
☒ A Corporation
☐ A Partnership

Doing Business as _____

(Complete A or B below, as applicable)

[]A. The principal place of business of our company is in the State of TX.

Non-resident bidders in the State of _____, our principal place of business, are required to be _____% lower than resident bidders by State Law.

A copy of statute is attached.

[]B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 72,498.⁰⁰
ALL OTHER CHARGES: \$ 81,451.40
*TOTAL: \$ 153,949.40

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. PK2206

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "Owner," and HOME RUN CONSTRUCTION LLC hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Oak Valley Park North Parking Lot

City of Burleson Project No. PK2206

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by **City of Burleson** hereinafter called Owner, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete same within 60 calendar days after the date of written notice to commence work.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

This Contract is entered into subject to the Charter and ordinances of Owner, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Owner reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy the cost to Owner of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of Owner in the performance of this

Contract. No term or provision of, or act of Contractor or Owner under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

Owner and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither Owner nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of Owner.

It is further agreed that one or more instances of forbearance by the City in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Bryan Langley
City Manager

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ who is known to me or ☐ who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or ☐ who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of ONE HUNDRED AND FIFTY THREE THOUSAND NINE HUNDRED AND FORTY NINE DOLLARS (\$153,949.40), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Oak Valley Park North Parking Lot

City of Burleson Project No. PK2206

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty

required under the Contract, and shall also well and truly perform and fulfill all the covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION 9

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of ONE HUNDRED AND FIFTY THREE THOUSAND NINE HUNDRED AND FORTY NINE DOLLARS (\$153,949.40), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Oak Valley Park North Parking Lot

City of Burleson Project No. PK2206

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants

supplying labor and materials in the prosecution of the work provided for in the above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that such SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

The Resident Agent of the SURETY in either Tarrant or Johnson County, Texas,
for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Payment Bond must NOT be prior to date of Contract.

SECTION 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of ONE HUNDRED AND FIFTY THREE THOUSAND NINE HUNDRED AND FORTY NINE DOLLARS (\$153,949.40), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Oak Valley Park North Parking Lot

City of Burleson Project No. PK2206

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and

perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the resident agent in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION 10A.1
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Oak Valley Park North Parking Lot
Project Number: PK2206
Owner: City of Burleson, Texas
Contractor: _____
Engineer: N/A

The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this _____ day
of _____ 20____

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

SECTION 10A.2
CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF JOHNSON

§ CONTRACTOR'S AFFIDAVIT OF
§ FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared _____

("Affiant"), who, after being by me duly sworn, deposes and says that he is _____

, a _____ (corporation, partnership, trade name)
of _____ (County, State of Texas) the ("Contractor"), which said Contractor
was awarded the contract dated the _____ day of _____, for the construction of **Oak Valley Park
North Parking Lot** (the "Work"), for a total consideration
of _____ Dollars to be paid to the said Contractor (the
"Contract"), and the Affiant has full power of authority to make this affidavit.

That CITY OF BURLESON (the "Owner") has received the request for final payment on said Work, and that the said contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property code, and Article 510 of the Revised civil Statues of the State of Texas, or any other applicable statues or charter provisions, and that all just bills for labor and materials have been paid and charged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned contract, and hereby waives and releases any right against the Owner arising out of or in any manner connected with the performance of the work and/or his Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the contract and shall not be deemed or alter or modify the terms and provisions of said Contract.

By _____
(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ day of _____, 20____.

(Notary Public, in and for the State of Texas)

(Printed Name of Notary)

My Commission expires: _____

SPECIAL PROVISIONS

PART A – PAVING AND DRAINAGE SPECIFICATIONS

11A-1 PURPOSE OF SPECIAL PROVISIONS:

The project shall be constructed in accordance with the *Standard Specifications for Public Works Construction* as issued by the North Central Texas Council of Governments (NCTCOG), as it may be amended from time to time, hereinafter referred to as the Standard Specifications.

These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.

Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

References made to “TxDOT” items in this contract shall mean items in the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* as published by the Texas Department of Transportation in 2004, or most recent edition, Standard version only. There will be no Metric projects. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

11A-2 SCOPE OF WORK:

- A. The work governed by these specifications is located in the city of Burleson, Texas and consists of the **Oak Valley Park North Parking Lot**, City of Burleson **Project No. PK2206**. The project includes the construction of a new concrete parking lot. All work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
- B. The intent of the Contract Documents, including the Standard Specifications, Special Provisions & Projects, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor.
- C. Horizontal and vertical control, if available, will be provided by the Owner prior to construction. Construction staking will be the responsibility of the contractor. No separate pay item is included for construction staking. The work will be performed subject to the right of inspection by the City

Engineer or his authorized representative. Any provision of the agreement vesting in the City of Burleson, Department of Engineering Services, the right of supervision or inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained as described, and no such provision shall be interpreted as vesting in the City of Burleson, Department of Engineering Services the right to control the details of the work.

- D. The Contractor shall maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.
- E. The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.

Whenever the City of Burleson shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work; such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the City of Burleson may orally require immediate removal of an employee for cause, to be followed by written confirmation.

11A-3 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Burleson as a condition of the contract, together with appropriate powers of attorney.
 - 1. **Performance, Payment, And Maintenance Bonds:** Performance, Payment and Maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Burleson. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.
 - 2. **Performance Bonds And Payment Bonds In Excess Of \$100,000:** In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand

Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

3. **Insurance:** Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

| | |
|-----------------------|-----------------------------------|
| Workers' Compensation | Statutory Limit |
| Employer's Liability | \$100,000 Each Occurrence |
| | \$100,000 Disease – Each Employee |

Liability Insurance

| | |
|--|----------------------------|
| Commercial General Liability (No standard coverages are to be excluded by endorsement.) | \$1,000,000 Per Occurrence |
|--|----------------------------|

Automobile Liability Insurance

| | |
|--|-------------------------------------|
| Commercial Auto Liability Policy (including coverage for owned, hired, and non-owned autos) | \$ 500,000 Combined Single Limit |
|--|-------------------------------------|

Umbrella Liability

| | |
|--|-----------------------------|
| (Following Form and Drop Down Provisions Included) | \$2,000,000 Each Occurrence |
|--|-----------------------------|

- B. It is agreed by all parties to this contract that the insurance required under this contract shall:

1. Be written with the City of Burleson as an additional insured.
2. Provide thirty days notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.
3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Burleson, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
5. Provide a Certificate of Insurance evidencing the required coverages to:

City of Burleson
Public Works Capital Division
Attn: Travis Rosenbaum
141 W. Renfro
Burleson, TX 76028

- C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Burleson or the City of Burleson's property might be responsible or encumbered (less amounts withheld by City of Burleson) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Burleson, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Burleson, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City of Burleson. If a subcontractor refuses to furnish a release or waiver required by the City of Burleson, the Contractor may furnish a bond satisfactory to the City of Burleson to indemnify the City of Burleson against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City of Burleson all money that the City of Burleson may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

1. **Definitions:**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11A-4 INDEMNIFICATION:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Burleson and all its officials, officers,

agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes or action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Burleson, his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Burleson from the consequences of City of Burleson's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workmen's compensation acts or other employee benefit acts.

11A-5 ADDENDUM:

This section has been moved to "Instructions to Bidders."

11A-6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 5 of this contract, will be the maximum number of calendar days allowed to substantially complete this project. ***Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed.*** Failure of the Contractor to complete the work within this time will result in damages being sustained by the City of Burleson. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Burleson TWO HUNDRED FORTY DOLLARS (\$240.00) for each calendar day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Burleson and Contractor that TWO HUNDRED FORTY (\$240.00) is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as

a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

The days as outlined in the Bid Summary for each section is given as a guide to the amount of time assumed to complete that particular portion of work. Liquidated damages will incur as a relation to completion of the entire Project within the allotted total number of Calendar days, which is 60 days.

11A-7 COMPUTATION OF CONTRACT TIME FOR COMPLETION:

The Contract Documents furnished to the Contractor shows the number of calendar days allowed in the contract. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days will be considered, equal to the time which, in the opinion of the engineer, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement (change order).

Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the prosecution of the work. Time will also be charged for Sundays and holidays.

Prior to beginning construction operations, the Contractor shall submit to the engineer a *Critical Path Method (CPM)* chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete the contract within the allotted time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time.

Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.

The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the engineer, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written request of the engineer, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the engineer will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be in compliance, he will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:

1st Month - Reduction = 30% X work performed (Month Only)
2nd Month - Reduction = 40% X work performed (Month Only)
3rd Month - Reduction = 50% X work performed (Month Only)
Subsequent Month - Reduction = 50% work performed (Month Only)

The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., 30% payment reduction for the work performed during the first month, plus 40% payment reduction for work performed during the second month, plus 50% payment reduction for work performed during the third month, and plus 50% payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.

The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.

Prior to any construction activities, the Contractor shall install erosion control measures. The Contractor shall then begin the work to be performed under the contract within 10 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

11A-8 DELAYS:

The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of City of Burleson or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City of Burleson makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether

the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this contract it is required, expressly or otherwise, that City of Burleson shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City of Burleson as to the time of such performance and the delay of City of Burleson in fulfilling such requirement shall not result in liability of any kind on the part of City of Burleson except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.

11A-9 MONTHLY ESTIMATE:

Although Contractor estimates may be submitted on a monthly basis, The City of Burleson does not use a monthly pay estimate schedule. The City will process the estimate within a reasonable time. It is the Contractor's best interest to get the estimate to the inspector as early in the week as possible to verify quantities and make the request. After verification, payment can be made

11A-9A RIGHT TO AUDIT:

CONTACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.

11A-10 PREVAILING WAGE RATES:

The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 3 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 3. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 3 of the contract documents in accordance with applicable State and Federal Laws.

Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Burleson for all employees

performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.

A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.

The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

11A-11 CONSTRUCTION WATER:

Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter at the Utility Billing Department Office, 141 W. Renfro, City Hall, prior to picking up the meter. These meters will be furnished by the City of Burleson and will be picked up at City Hall. The assigned company is liable for any theft and/or damage done to the meter once in the Contractor's possession. The loss of the meter or failure to turn it in when the job is completed will result in the forfeiture of the security deposit. Damages to the meter will be billed. It will be up to the assigned company to supply the monthly meter reading, meter number and signature of the company employee in writing to the Utility Billing department no later than the 10th of each month. That written reading may be dropped off to the Utility Billing department at City Hall or faxed to 817-447-3928. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in SECTION 7 (PROPSAL) of this contract.

11A-12 DETOURS AND BARRICADES:

The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign

placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the *TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)*. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or authorized representative. Unless included as a bid item, no direct compensation will be made to the contractor for the preparation of the Traffic Control Plan.

Unless otherwise approved by the engineer or authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices bid for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A bid item shall be included for furnishing, installing, maintaining and final removal of the asphalt.

Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following *"Traffic Control Device Detail,"* which is enclosed as part of these specifications. These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.

No direct compensation (unless bid item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate.

11A-13 SALES TAX EXEMPTION:

The Contractor is cautioned that Texas law regarding tax exemption for City projects has been revised. The Contractor is responsible for obtaining the latest information from the State Comptroller's Office and/or other appropriate entities and bidding accordingly.

11A-14 ACCESS TO PRIVATE PROPERTIES:

The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices bid. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.

The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

11A-15 CRUSHED ROCK BAD WEATHER PROTECTION:

During periods of bad weather, the Contractor shall put in place, on excavated streets, an amount of Type A, Grade 1, flex base sufficient to provide temporary access to private non-commercial property. Crushed concrete flexible base meeting TxDOT Item 247, Grade 1 is also acceptable to provide temporary access to private property. All flex base will be removed and stockpiled for future use at other locations as necessary. Any base removed and hauled off the project site without approval from the engineer will be replaced by an equal quantity at the Contractor's expense. Special care will be taken by the Contractor during placement and removal of the flex base, not to unnecessarily combine the flex base with native material on the project. If special care is not taken by the Contractor, an equal quantity of flex base will be replaced at the Contractor's expense. This specification is not considered a separate bid item. It is considered subsidiary to other items in the proposal. Ingress and egress onto private and public property shall be maintained at all times when contractor is not working in the area.

11A-16 USE OF PRIVATE PROPERTY:

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. ***The Contractor shall not at any time use private water meters set for the property owners use without written permission of the property owner.*** Contractor is responsible for any and all damages to private property used for construction purposes.

11A-17 PROTECTION OF THE PUBLIC:

(COG 107.18) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at his entire expense.

Materials placed on the site, or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

The City of Burleson reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the City of Burleson shall be deducted from monies due or to become due to the Contractor.

11A-18 PROTECTION OF ADJACENT PROPERTY:

The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and personnel. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the Engineer. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-19 TESTING:

The City Inspector, deemed necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the City as follows:

1. *Sanitary Sewer Lines*

- Trench backfill density- City pays initial testing, Contractor pays for retesting.
- Pressure Testing of the Line - Contractor pays.
- Manhole Vacuum Test – Contractor pays.

2. *Water Lines*

- Trench Backfill Density – City pays initial testing, Contractor pays for retesting.
- Pressure Testing of the Line- Contractor pays.

- Line Sterilization – Contractor pays for sterilization. City takes water sample and pays for the initial testing, Contractor pays for retesting.
3. *Storm Drain*
- Trench Backfill density – City pays initial testing, Contractor pays for retesting.
4. *Paving*
- Lime or cement stabilized subgrade gradation and density – City pays initial testing, contractor pays for retesting.
 - Mix design/plant control – Contractor pays
 - Strength test/ cylinders – City pays initial testing, Contractor pays for retesting.
 - Thickness test/coring - City pays initial testing, Contractor pays for retesting and additional tests to isolate deficient areas.
5. *Structures*
- Mix design/plant control – Contractor pays
 - Strength test/cylinders – City pays initial testing, Contractor pays for retesting.

The failure of the City to make any tests shall in no way relieve the Contractor of his responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the engineer may require for collecting and forwarding samples and shall not, without specific written permission of the engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City of Burleson.

In case of concrete, the aggregates, design minimum and the mixing and transporting equipment shall be approved by the engineer before any concrete is placed, and the Contractor shall be responsible for replacing any concrete which does not meet the requirements of the contract documents.

11A-20 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the engineer. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the engineer and the cost of such tests will be the expense of the Contractor.

11A-21 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES:

Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Burleson or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

11A-22 EXISTING UTILITIES:

The Contractor will make every effort to protect existing utilities and other lines or structures. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the engineer or his representative. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

The Contractor shall contact the proper utility representative as follows for questions or coordination of construction related to existing utilities:

| <u>Utility</u> | <u>Representative</u> | <u>Phone Number</u> |
|--|--------------------------------|---------------------|
| ATMOS (formerly TXU Gas) 100 W. Morningside Dr. Fort Worth, TX 76110 | Mathew McCartney Engineer 1 | 982-328-5125 |
| Oncor Electric Delivery 7860 Winbrook Benbrook, TX 76126 | Cameron Vail | 469-792-2480 |

AT&T
1116 Houston St.. Rm 1410
Frot Worth, TX76102

Daniel Dunn
Mgr Osp Plng & Engrg Design

817-994-3700

CHARTER COMMUNICATIONS
8912 S. I-35W, Ste. D
Fort Worth, TX 76134

Sheri Trahan
Relocation Consultant

817-271-8108

PUBLIC WORKS
1675 John Jones Dr.
Burleson, TX 76028

Travis Rosenbaum, P.E.
Project Engineer

817-426-9620

11A-23 PROTECTION & CLEANING OF EXISTING SEWERS

If the contractor, through any carelessness or negligence, obstructs the flow through any existing sewer within the limits of the project, the Public Works Department of the City of Burleson will provide the necessary equipment and labor to clean the obstructions(s) at a rate of Two Hundred Dollars (\$200.00) per hour with a two (2) hour minimum per location.

11A-24 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES:

In the preparation of plans and specifications, the engineer has endeavored to indicate the location of existing underground utility lines which are known to the engineer. No attempt has been made to show minor lines or service lines however, and it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of construction, the Contractor shall communicate with the local representative of all utility companies and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. It is the Contractor's responsibility to uncover and determine the elevation and location of all potential conflicts well ahead of the excavation.

11A-25 RIGHT-OF-WAY PREPARATION: N/A

11A-26 ROADWAY EXCAVATION: All roadway excavation on this project shall be unclassified and shall be performed in full accordance with the NCTCOG Specifications, Division 200, 203.4, "Unclassified Street Excavation."

Payment for excavation is based on plan quantity. Contractor shall verify excavation/fill quantities and shall notify City of Burleson in writing of concurrence or disagreement with plan quantities prior to start of construction. Any discrepancies in quantities shall be resolved prior to beginning excavation. No adjustments to plan quantities shall be allowed once excavation/fill activities have begun.

It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits to dispose of both excess and unsuitable material from roadway excavation not needed in roadway fill and embankment. No separate payment shall be made for disposal of excess or unsuitable material. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

11A-27 UNCLASSIFIED STRUCTURAL EXCAVATION: N/A

11A-28 SITE GRADING:

All vegetation shall be removed from areas where fill is to be placed. Topsoil shall be grubbed, removed, and stockpiled. After the fill has been placed and compacted, the topsoil shall be spread to a thickness of six inches (6") in all proposed areas that require it. The topsoil shall be free from grass, roots, sticks, stones, or other foreign materials. After placement is complete, the surface of the topsoil shall be finished to a reasonably smooth surface so grass may be planted and maintained.

Site grading will be based on the elevations and grades shown on the Grading and Paving Drawings. Filling, construction of embankments, removal, stockpiling, and spreading topsoil and offsite disposal of excess material will be considered incidental and subsidiary to excavation and shall not be a separate pay item.

No extra payment shall be made for rock excavation or crushing rock material for placement in fill areas. This work shall be considered incidental to site grading and shall not be a separate pay item.

11A-29 COMPACTED ROADWAY FILL & EMBANKMENT: N/A

11A-30 BORROW: N/A

11A-31 FILLING:

Fills shall be constructed at the locations and to the lines and grades indicated on the drawings. When rock excavation is used, it shall be broken or crushed so that the maximum dimension is four (4") inches. No rock will be allowed in the upper twelve (12") inches of the fill.

Equipment for compacting fills shall be sheepfoot rollers, rubber-tired rollers, and other approved equipment capable of obtaining required density.

The combined excavation and fill placing operation shall be blended sufficiently to secure the best practicable degree of compaction. Fill shall be compacted to at least ninety-five percent (95%) Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. The suitability of the materials shall be subject to approval of the City of Burleson's laboratory. Dump, then spread and mix successive loads of material to give a horizontal layer of not more than eight (8") inches in depth, loose measurement. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized, and brought to a uniform approved moisture content.

No fill material shall be rolled until the layer of material has a uniform moisture content which will permit the proper compaction under that degree of moisture content which is the optimum for obtaining the required compaction.

Dry any material having a moisture content too high for proper compaction by aeration until the moisture content is lowered to a point where satisfactory compaction may be obtained. If the moisture of the fill material is too low, add water to the material and thoroughly mix by blading and discing to produce a uniform and satisfactory moisture content.

If, in the opinion of the City of Burleson's laboratory or inspector, the rolled surface of any layer or section of the fill is too smooth to bond properly with the succeeding layer or adjacent section, roughen by discing or scarifying to the satisfaction of the City of Burleson's laboratory before placing succeeding layer or adjacent sections.

No recycled soil will be allowed for use on this project without prior consent from the engineer.

11A-32 DRAINAGE:

Contractor shall maintain adequate drainage at all times during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to the adjacent property shall not be allowed.

11A-33 REMOVAL ITEMS:

On this project, the removal of existing concrete curb and gutters, concrete valley gutters, and concrete drive approaches shall be at the locations indicated by the engineer and shall be paid for under the right-of-way preparation pay item (See Special Provision 11-23) unless a separate bid item is included in the PROPOSAL. All concrete curb and gutter and drive approaches removed will be broken out at existing construction expansion joints if possible. Where existing concrete is removed at a location other than a joint, the slab will be sawed in a neat straight line the full depth of the slab. The cost for sawing and breaking shall be considered subsidiary to the unit price bid for concrete removal. The Contractor shall make every effort to protect all concrete surfaces that will remain. Any remaining surfaces damaged during removal operations by the Contractor will be replaced at the Contractor's own expense.

The responsibility of locating suitable disposal sites for removal items on this project will be solely a function of the Contractor. The City of Burleson will in no way be responsible for the actions of the Contractor if he disposes of excess material in locations that are not approved. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-34 HYDRATED LIME AND PORTLAND CEMENT FOR SUBGRADE STABILIZATION:

Hydrated lime to be used on this job shall conform to NCTCOG Specification Item 301.2 with the exception of 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. Portland cement to be used for stabilization shall conform to NCTCOG Specification Item 301.3.

11A-34A LIME STABILIZATION OF SUBGRADE:

- A. Prior to beginning any lime modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with *Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges*, 2004, Item _____. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be six (6") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Lime will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Lime will be applied by the "slurry method" when application is in the corporate limits of the City of Burleson, Texas.

1. Lime and water shall be combined to form a mixture for the lime application. Past experience has proven that approximately 3200 pounds of lime to 500-600 gallons of water will produce the satisfactory mixture. The slurry mix must be made within the city limits of the City of Burleson.
2. The slurry will be applied with an approved distributor or water truck by making multiple passes, if necessary, to apply the correct amount of lime. The distributor or water truck will be equipped with an agitator to keep the slurry in a consistent mixture.
3. For applications greater than or equal to 40 pounds per square yard, the initial application shall be applied in halves (two equal parts) on day one (1) and day two (2). This is subsidiary to the lime stabilization item.
4. Mixing with a pulvimixer will immediately follow the lime application(s) until 100% of all material will pass a two (2") inch sieve. The lime treated subgrade shall then be sealed with a pneumatic roller and left for an initial curing (mellowing) period of no less than 72 hours (3 days) and no more than 168 hours (7 days) measured from day one (1) of the initial application. During the initial curing (mellowing) period, the lime treated subgrade shall be maintained at the optimum moisture content to plus (+) four percentage points. *The final remix and compaction shall be completed within 168 hours (7 days) measured from day one (1) of the initial application. If the final remix and compaction are not complete within 168 hours (7 days) measured from day one (1) of the initial application than an additional lime application will be required. The additional lime application amount shall be 50 % of the original total application rate and shall be added to the lime treated subgrade in accordance with Section 11A-32. **No additional payment shall be made when this additional lime application is required.***
5. For the final remix the subgrade shall be re-scarified to a depth of six (6") inches and pulverized until all material conforms to the following:

| | |
|------------------|------|
| Passing 1" Sieve | 100% |
| Passing #4 Sieve | 60% |

Final compaction shall be accomplished in two (2) three (3") inch lifts and compacted to at least 95% of Standard Proctor Density as defined by TEX 113-E. The allowable field moisture content at 95% Standard Proctor Density shall be maintained at optimum to plus (+) four percentage points. A curing seal of emulsified asphalt, MS-1, shall be applied to the compacted subgrade at a rate of 0.15 gallons

per square yard within 24 hours of passing density tests. This is subsidiary to the lime stabilization item.

- D. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Burleson's Communications & Environmental Services at (817) 447-5410, ext. 269 during Service Center working hours and to the Burleson Fire Department Dispatcher (817) 295-5498, ext 230 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the lime stabilization item.

11A-34B PORTLAND CEMENT STABILIZATION OF SUBGRADE – N/A

11A-35 FLEXIBLE BASE: N/A

11A-36 CONCRETE CURB AND GUTTER:

Concrete curb and gutter shall be placed at locations along the project where portions of the existing curb and gutter is removed. In cases where 100% of the existing curb and gutter is to be removed, it shall be replaced with the Standard 30 inch curb and gutter section. All concrete used for curb and gutter in the City of Burleson will have a cement content of not less than five (5) sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit price bid for curb and gutter shall include 3-#3 bars of reinforcing steel. Expansion joints shall be placed at all intersections, P.Cs, P.Ts, driveways, inlets, other curb and gutter or every 200 feet. All expansion joints shall not be less than one-half inch (1/2") in thickness with longitudinal dowels. Dowel shall be three No. 4 smooth bars, 24 inches in length. One-half of the dowel shall be coated with asphalt and terminated with an expansion cap. All work shall be in compliance with NCTCOG Section 305.1. All loose material between the form will be removed and the grade wetted prior to the placing of the concrete. An approved curing compound shall be applied to the surface in accordance with the Curing Specification.

11A-37 EPOXY BONDING AGENT:

Epoxy used for tie bars drilled into existing concrete shall be submitted to the project inspector for approval.

11A-38 HOT MIX ASPHALTIC CONCRETE: N/A

11A-39 TACK COAT: N/A

11-40 ASPHALTIC PRIME COAT: N/A

11A-41 REINFORCING STEEL:

All reinforcing steel used on this project shall comply in all respects to Item _____, "Reinforcing Steel" of the *Standard Specifications for Construction of Highways, Streets and*, as adopted by the Texas Department of Transportation, 2004 ed. Payment for reinforcing steel shall be considered subsidiary to the various bid items.

11A-42 TEMPORARY BATCH PLANT: N/A

11A-43 TESTING REQUIREMENTS (CONCRETE):

The strength of the concrete shall be determined during the construction by taking a minimum of three (3) test cylinders and/or two test beams during each fifty (50) cubic yards of continuous pouring. These tests shall be conducted by an approved testing laboratory and the initial tests shall be paid for by the City of Burleson. The cost of additional testing to isolate areas not complying with the specifications shall be paid for by the Contractor.

Beam strength tests permitted by the specifications for early form removal shall be conducted by an approved testing laboratory and the cost shall be borne by the Contractor.

11A-44 CONCRETE VALLEY GUTTERS:

All concrete valley gutters shall have a thickness of six inches (6"). Concrete valley gutters shall be reinforced with #4 bars on twelve inch (12") spacing in both directions. All concrete shall have a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air (\pm 1.5%) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. An approved curing compound shall be applied to the surface.

11A-45 CONCRETE DRIVEWAYS:

Driveways shall be composed of concrete having a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air (\pm 1.5%) and a minimum

compressive strength at 28 days of 3,000 pounds per square inch. The unit bid price shall also include #3 bars on twelve inch (12") centers, or #4 bars on eighteen (18") centers both ways. An approved curing compound shall be applied to the surface.

The City will replace only those existing driveways specified. Any new drives installed by the Contractor under criteria other than the above will be at his own expense.

All drive connections to State Right-of Way shall use TxDOT details.

11A-46 RECONSTRUCT DRIVES:

Existing drives which will be destroyed by proposed construction and which will be reconstructed are specifically called out on the plans and construction shall conform to this special provision. After construction operations are completed in the street area, these drives shall be reconstructed to original or better condition than existed before construction and to satisfaction of the engineer. Existing surface and base materials and storm drain pipe may be reused if approved by the engineer. Where new materials will be required in order to reconstruct drives to the required condition, the Contractor shall be aware of their need and they shall be incidental to the price requested. All work shall conform to the applicable standard and special project specifications. Payment for reconstructing drives shall be a price per square yard of typical concrete driveway or a price per square yard of exposed aggregate concrete driveway. Such price shall include all materials, labor, and supervision for the completed construction.

11A-47 CONCRETE SIDEWALKS:

MATERIALS: Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.

B. **CONSTRUCTION PROCEDURE:** In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot (2%) across the sidewalk toward the street. All forms shall remain in place at least twenty-four (24) hours.

The plane of all joints shall make a right angle with the surface of the pavement. No joints shall have an error in alignment of more than one-half (1/2") inch at any point. The edges of the slab at all joints, except where the joints are sawed,

shall be rounded with an edger having a radius of one-fourth (1/4") inch, except as otherwise shown on the plans. The edging shall also be done symmetrically on each section with the plane of the joint.

Longitudinal expansion joints, joints used to separate new from old concrete, and all joints around all fire hydrants shall be made of conventional one-half (1/2") inch asphalt expansion joint material extending completely through the concrete unless otherwise specified on the plans.

Transverse expansion joints shall be three-fourths (3/4") inch in width and be made of high grade redwood placed through the concrete at a spacing not to exceed forty (40') feet. No. 4 X 18" steel dowels shall be placed on eighteen inch (18") centers through each redwood expansion joint, one end of each dowel being wrapped or otherwise prevented from bonding to the concrete.

Contraction joints shall be made in the sidewalk at regular intervals, such intervals generally being equal to the width of the sidewalk.

The Contractor shall grade or fill, as necessary, along the sidewalk to match the existing ground. Care will be used to ensure that adjacent property outside the right-of-way line is protected.

11A-47A CONCRETE SIDEWALKS WITH RETAINING WALL: N/A

11A-48 BARRIER FREE RAMPS:

Sidewalks shall be constructed barrier free and fully accessible. Curb ramps are required at all intersections between sidewalks and streets. At driveways, the curb shall be layed down and the sidewalk section shall be maintained through the driveway. Ramps shall be constructed in accordance with the detail shown on the plans. Ramp slopes shall not exceed one inch (1") rise in twelve inches (12"). The landings shown on the details shall be constructed of concrete and paid for under the unit price bid for sidewalks. At tee intersections, a mid ramp shall be constructed as shown in the details. The ramps shall be paid for based on the unit price bid for the ramp and shall include curb and street cuts, matting, and other material used to construct the ramps, complete and in place.

11A-49 CONCRETE MEDIANS: N/A

11A-50 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES:

The Contractor shall be responsible for adjusting (vertical), or relocating (horizontal and vertical), and bringing to grade, water meter boxes, within the limits of this project. This shall include the adjustment or relocation of the service line on the City's side of meter (from main to the meter), the quarter

bend, the curb stop or angle valve, depending on service size, and the meter. Adjustment of the customer's service line shall be performed by a licensed plumber and shall be considered subsidiary. All of the work shall be in accordance with the Standard Specifications for Waterworks and Sewerage Improvements (1997). The Contractor shall also endeavor to keep meters accessible during the project construction for reading purposes. In the event the meters are covered during construction, the Contractor shall mark their locations with stakes and shall uncover the meters within 24 hours when notified to do so by the inspector. The Contractor shall also replace cast iron meter boxes, with boxes of the following specifications:

For Meter Boxes for 5/8", 3/4", and 1" services

1. Single Mtr. Box (non-traffic) - Alliance 1200.SBTR
2. Double Mtr. Box (non-traffic) - Alliance 16AMR2.DU.SB
- 3.

For Meter Boxes of 1.5" and 2" services

1. Single Mtr Box (traffic) - Rotec D1730-18-BD5M
2. Double Mtr. Box (traffic) - Rotec DFW38C-14-KSBSM

Water meter boxes broken by the Contractor shall be replaced at the Contractor's own expense. If any portion of the meter box is in a concrete sidewalk, the meter box shall be relocated outside the sidewalk. The box shall be set to the finished grade of the surrounding lot. Water service and meter box *adjustments* (vertical) shall be subsidiary to the various items in the PROPOSAL. Water service and meter box *relocations* (horizontal and vertical) shall be paid for as outlined in the PROPOSAL.

11A-51 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES:

Prior to the application of the lime slurry, all manholes, cleanouts, and water valves shall be adjusted to approximately one foot (1') below the bottom of the proposed subgrade. Prior to the placement of any pavement, the Contractor shall verify the locations of all valves, manholes, and cleanouts. For existing manholes that are being adjusted to proposed grade, the Contractor shall replace old manhole ring and lid with new manhole ring and lid, as directed by the engineer or his representative. All manholes, water valves, and cleanouts may be blocked out or brought to proper grade before placement of concrete pavement. Where HMAC is used, adjustment to proper grade shall be made after placement of the top layer of coarse grade binder. It shall then be encased in concrete for a minimum of six inches (6") in depth and the concrete shall be a minimum of twelve inches (12") wide at all points around the water valves, cleanouts, or manholes. Valve stacks shall be ductile iron only. In the event the top of the operating nut for any valve is more than six feet (6') deep from the

finished ground elevation, valve stem extensions shall be furnished and installed by the Contractor to bring the operating nut to within three feet (3') of the finished ground level. Payment for the valve stem extension shall be subsidiary to other unit prices bid in the PROPOSAL.

It shall be the sole function of the Contractor to re-establish the location of all valves, manholes, cleanouts, etc. If the Contractor, through carelessness or negligence, damages any valve, manhole, or cleanout, it will be the Contractor's responsibility to replace the same. Should the Contractor fail to re-establish the location and adjust any valve, manhole, or cleanout, he will be required to perform the necessary work to raise the same at no additional charge to the City of Burleson.

Where manholes, cleanouts, or gate valves are to be raised within the proposed fill slopes or in areas other than a concrete or asphalt surface, the manhole, cleanout or gate valve shall be raised at least six inches (6") higher than the proposed finished grade. An exception to this specification is in areas where the appurtenance is on private property. The engineer or its representative will give the proper height above the proposed finished grade.

Where manholes, cleanouts, or gate valves are located within the alignment of a sidewalk, the following adjustments shall be made: (1) Manholes shall be flush within the sidewalk and located within construction joints creating an isolated panel for easy removal and repairs if necessary. If the manhole ring and lid are located only partially within the sidewalk and an eccentric cone will not remove it completely from the sidewalk, the manhole ring and lid shall be formed circumferentially within the sidewalk to create vertical edges. The grass side shall be planted with sod to the edge of the ring and lid. (2) Water valve boxes and cleanouts shall be raised flushed within the sidewalk. A block-out of 12" beyond all sides of the valve or cleanout shall be formed. The alignment of the block-out shall that of a 48" square rotated 45 degrees when looking perpendicular to the sidewalk. Contraction joints shall extend from the top and bottom vertices to the outer edged of the sidewalk. The contraction joints for the side vertices shall extend to meet the traverse construction joints on either side, forming a panel of four feet (4') square that will allow for removal and repairs if necessary.

Except as called for on the plans, the Contractor shall not be responsible for the relocation of power poles, gas meters, telephone cable boxes and signs, gas pipeline markers, fire hydrants, light poles, traffic signs and signals, or for adjustment of the top elevation of gas and telephone manholes which are in direct conflict with improvements. If these items have not been relocated and/or adjusted at the time of construction and the plans do not require the Contractor to adjust them, the Contractor shall inform the engineer and/or his representative of the problem.

Sanitary sewer manholes may be adjusted up to 12 inches in additional height above the cone section with concrete grade rings. Adjustments over 12 inches

shall be accomplished using a concrete flat top section or by using pre-cast or cast-in-place manhole sections.

11A-52 REINFORCED CONCRETE PIPE: N/A

11A-53 CORRUGATED METAL PIPE (CMP): N/A

11A-54 HIGH DENSITY POLYETHYLENE PIPE (HDPE): N/A

**11A-55 MECHANICALLY COMPACTED TRENCH BACKFILL
SPECIFICATIONS:**

After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698.

For lines under the proposed roadway and laid prior to new street construction, the backfill shall continue to within two feet (2') of the top of subgrade. At this point the trench shall be widened a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six inch (6") loose lifts at optimum moisture content, \pm two percentage points, to a density of at least ninety-five percent (95%) of maximum dry density, as determined by ASTM D 698.

The City of Burleson shall be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.

Payment shall be subsidiary to unit prices bid for pipe.

11A-56 FLOWABLE FILL TRENCH BACKFILL SPECIFICATIONS:

- A. FLOWABLE BACKFILL: Flowable backfill shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent. The flowable mixture must be allowed to set prior to the placement of any overlying material.

- B. **MODIFIED FLOWABLE BACKFILL:** Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 50 and 150 psi after 28 days.

Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain the same materials with an unconfined compressive strength of greater than 150 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent.

The flowable mixture must be allowed to set prior to the placement of any overlying material.

The Contractor shall submit to the engineer a mix design for the type of flowable backfill to be used 10 days prior to the start of the backfill operation. When the mix design has been approved by the engineer there shall be no changes or deviation from the proportions or sources of supply except as approved by the engineer.

- C. Flowable backfill will be allowed for the following:

| Backfill | Structural Fill | Miscellaneous Uses |
|-------------------|-----------------|------------------------|
| •Bridge abutments | •Road base | •Abandoned sewer mains |
| •Box culverts | •Pipe bedding | •Soil erosion |
| •Sewer trenches | •Mud jacking | •Slope stabilization |
| •Utility trenches | | •Abandoned tank fill |
| •Conduit trenches | | |

11A-57 CONCRETE:

Concrete for all concrete drainage structures, manholes, and inlets shall be Class "A" with a minimum compressive strength of 3,000 psi at 28 days. A minimum of five (5) sacks of cement (Type I) shall be used per cubic yard and the maximum water-cement ratio shall not exceed 6.5 gallons per sack.

Concrete for channel lining and rip-rap shall also be Class "A" concrete having a minimum compressive strength of 3,000 psi at 28 days.

The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").

Air entrainment (5 %, \pm 1.5%) is required for all exposed concrete.

Calcium Chloride will not be permitted. Air-entraining, retarding, and water reducing admixtures must be approved and shall conform in all respects to NCTCOG Specification Item 303.2.3.

Aggregates for Class "A" concrete shall be either Grade 2 or Grade 3 for coarse aggregate, and Grade 1 for fine aggregate. Grades specified above refer to those outlined in Item 421 of the Texas Department of Transportation Specifications referenced above.

Forms used in the construction, concrete placement, and concrete finishing, shall comply in all respects to the requirements of Item 420 of the above referred Texas Department of Transportation Specifications.

All concrete shall be cured for a minimum of four (4) curing days. The acceptable methods for curing the concrete are as follows:

- A. FORM CURING: Forms left in place in contact with the concrete.
- B. WATER CURING: Water curing using wet mats, water spray or ponding.
- C. MEMBRANE CURING: Compound may be used.

All weight supporting forms shall remain in place a minimum of four (4) curing days after which they may be removed if the concrete has attained a flexural strength of 500 psi as evidenced by strength tests of beam specimens cast at the time of the pour. If beams have not reached the required strength after 4 days, the forms shall be left in place 14 days.

11A-58 REINFORCED CONCRETE BOX CULVERT: N/A

11A-59 UNCLASSIFIED CHANNEL EXCAVATION: N/A

11A-60 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES: N/A

11A-61 CURB INLET: N/A

11A-62 BACKFILL & BACKFILL MATERIAL:

Backfill operations shall begin immediately following removal of the forms on the permanent improvements. All loose concrete, rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.

Backfill material shall consist of the native material obtained from the street excavation unless in the opinion of the engineer, this material is unsuitable for use. The material shall not contain trash, rock, concrete, asphalt, lime shavings, gravel or other debris. Sand shall not be used for backfill material unless the native soil in the construction area is sandy in nature. All backfill material will be considered subsidiary to the unit price bid for the permanent improvements.

Backfill shall be placed in such a manner as to eliminate voids in the backfill material. The use of power equipment to place the backfill, or to bring it to grade, shall be limited to small farm-type tractors. Bring the backfill material to within four inches (4") of proper finished grade. The top four inches (4") shall be placed in accordance with Spec 11A-63 "Topsoil."

11A-63 TOPSOIL:

A minimum of four inches (4") of topsoil shall be placed on all disturbed areas adjacent to permanent improvements within the project limits. The topsoil shall be free from stone, rock, lumps, clods of hard earth, plants or their roots, sticks and other foreign material and shall be brought to the lines and grades as established by the engineer. Under no circumstances will topsoil be accepted unless it is free from the aforementioned contaminants. Contractor may use approved means of treating the topsoil to ensure its acceptability. This item shall be considered subsidiary to the other items in this project and shall not be a separate pay item.

The existing topsoil from the project limits may be used if Contractor stockpiles and protects it properly. No trash, lime shavings or other foreign material, shall be added to this stockpile. Topsoil material shall be stockpiled at locations approved by the engineer, and after completion of permanent improvements, topsoil shall be placed on all disturbed areas so as to provide a minimum four-inch (4") depth of topsoil. The topsoil shall be tilled to a 1/2"-1" diameter size.

The City of Burleson retains the authority to require the Contractor to provide topsoil meeting the following specification should the Contractor fail to maintain the integrity of the stockpiled existing topsoil.

The soil texture shall be classified as loam or sandy loam according to the following criteria:

| | (% Passing) <u>Loam</u> | (% Passing) <u>Sandy Loam</u> |
|-----------------------------------|----------------------------|----------------------------------|
| Sand (0.074 to 4.76 mm diameter) | 25-50% | 45-85% |
| Silt (0.002 to 0.074 mm diameter) | 30-50% | Less than |

| | | |
|---|-------|-------------------------|
| Clay (Smaller than 0.002 mm) (Hydrometer analysis) | 5-25% | 50% Less than 20% |
|---|-------|-------------------------|

Soil texture shall be determined by utilizing processes as prescribed in ASTM D 422.

11A-64 5" REINFORCED CONCRETE RIPRAP: N/A

11A-65 HYDRO-MULCH SEEDING: - N/A

11A-66 SODDING:

Grass sod shall be provided along disturbed areas of the parkways at the completion of construction and clean-up operations. Sodding is specified to be provided for but not limited to street reconstruction which includes new curb and gutter, adjacent to sidewalk construction, and along graded drainage swales. Sod limits shall be to a maximum of five feet behind the new curbs. The City of Burleson shall approve sod types with the intent of matching existing grass cover in the individual yards. Sod pallets shall be inspected before unloading to ensure quality and physical appearance of sod. If the individual sod patches display less than 75% dark green in color, it shall not be used. Sod should not be laid during the dormant time of year or during the peak of summer. THE General contractor will be responsible for the initial growth and establishment. Payment for sodding shall include the cost of leveling disturbed areas, topsoil, fertilizer and water. No separate payment will be made for topsoil, fertilizer and watering. Buffalo grass sod shall be used on all medians unless otherwise specified in the plans.

11A-67 SLOPE EROSION CONTROL:

Erosion control material shall be "Curlex Blanket" heavy jute netting such as "AMXCO Curlex Blanket," or approved equal (no plastic meshes are allowed), and shall be applied after seeding is complete. Heavy jute mesh shall be open plain weave of unbleached single jute yarn, averaging one hundred and thirty (130) pounds per spindle of 14,400 yards. Jute mesh shall be furnished in approximately ninety (90) pound rolled strips. Other criteria for jute mesh shall be as follows:

Length- approximately seventy-five (75) yards.
Width - forty-eight (48") inches (± one inch).
0.78 warp ends per width of cloth.
Forty-one (41) weft ends per yard.
Weight of cloth - 1.22 pounds per linear yard (± 5%).

Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.

To install erosion control material on channel slopes, bury the up-channel end in a trench six inches (6") deep. After the jute is buried, the trench shall be tamped firmly closed. Using a steel tube or three-quarter inch (3/4") pipe through the paper core of the roll with a rope on each end will enable the operator to lower the roll down the slope. The material should be applied without stretching. The material should lie smoothly, but loosely on the soil surface. In order to keep the area as smooth as possible, workers should avoid, as much as possible, walking directly on the seed bed, either before or after the jute is applied. In cases where one roll ends and another is needed, the up-channel piece should overlap the second roll by at least eighteen inches (18"). Where two or more widths are applied side by side, an overlap of at least four inches (4") shall be maintained. The material shall be brought to level area before terminating. The end shall be across the fold on twelve-inch (12") centers. Outside edges, centers, and overlaps on banks shall be stapled on two-foot (2') intervals. Each width of cloth will have a row of staples down the center as well as along each edge. On soft or sandy soil or windy areas, apply staples in alternate slanting position and space at closer intervals (12" to 18"). For extra hard soil or shale areas, use sharp pointed, hardened steel three-inch (3") fence-type staple. Outside edges shall have loose topsoil spread over them to allow for smooth entry of water. The entire jute covered area should be rolled with a smooth roller weighing fifty (50) to seventy-five (75) pounds per foot of length.

Any clods, debris, etc., which hold the jute off the ground, shall be stamped into the soil. The netting shall completely cover all areas to be protected from erosion. Overlaps must be ample and well stapled so that no gapping can occur. The material shall be in intimate contact with the surface at all points. If some areas experience severe erosion, two layers shall be in intimate contact with the surface at all points.

The quantity shown in the PROPOSAL is a rough estimate as the actual amount and location of the jute mesh will be determined in the field as directed by the engineer in areas where excessive slopes exist. Overlapping of material will not be paid for double.

Heavy jute netting will be paid for at the unit price bid per square yard, which price will be full compensation for furnishing and placing all materials, including all labor, tools, equipment, and incidentals necessary to complete the work.

11A-68 STEEL GUARD RAIL: N/A

11-69 CLEANUP:

It is the intent of the Special Provisions to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. In particular, all curb and gutter and sidewalk shall be backfilled as

soon as possible. Before the project is accepted by the City, all rocks, stones, and other construction debris shall be removed. All necessary cleanup work shall be considered subsidiary to the various bid items on this contract.

11A-70 FINAL INSPECTION:

The engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

11A-71 TOWING OF VEHICLES:

The Contractor shall follow applicable City of Burleson Ordinances should it be determined that vehicles parked upon a City street must be moved in order to perform street maintenance or construction.

11A-72 TRAFFIC SIGNAL CONDUIT: N/A

11A-73 SPRINKLER RELOCATIONS:

Sprinkler relocations may be required on this project. Prior to construction, the Contractor and inspector shall identify and document the sprinkler systems that will be affected by the construction of the project. The Contractor shall contact the owner of each sprinkler system and arrange to test each system. In the presence of the inspector, the Contractor shall: (1) determine if the system functions properly, (2) identify the layout of the system and, (3) document in writing the layout and function of the system. The work described above is required by the Contractor for all projects and should be considered subsidiary to the unit prices bid for other items.

If the Contractor is responsible for actual irrigation relocations, a dollar amount will be included in the PROPOSAL to reimburse the Contractor for any required sprinkler relocations. The amount is only an estimate. Prior to beginning construction, the Contractor shall contact the City of Burleson of each sprinkler system and arrange to test each system. When construction activities approach a sprinkler system, the Contractor shall cut all feed lines to the system and salvage existing sprinkler heads for re-use (if possible). The feed lines shall be cut at the right-of-way line. All of these activities shall be coordinated with the inspector. The Contractor shall obtain a licensed irrigator to repair or replace sprinkler systems with equal or better materials as the existing system. The Contractor shall submit copies of monthly invoices from the licensed irrigator for all sprinkler work performed during the month. Payment will only be made based on the invoices submitted; therefore, the full dollar amount included in the

PROPOSAL for sprinkler relocations may or may not be paid. No payment will be made for adjustments except those determined necessary by the inspector. All sprinkler systems affected must be fully functional prior to final acceptance of the project.

11A-74 PROJECT SIGNS:

The Contractor on this project shall provide and erect up to two (2) project signs as required.

Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the inspector prior to fabrication of signs.

Signs shall be substantially in accordance with the sample drawing enclosed as part of these Special Provisions. Construction shall be on 3/4 inch weatherproof (marine) 4'x8' plywood and the painting shall be accomplished with good quality paint which will not weather or fade during the life of the contract. Sign colors shall be as indicated on the sample drawing.

A City of Burleson logo shall be incorporated into each project sign at the left end of the plywood signboard as indicated on the enclosed sample drawing.

Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost of the plywood sign(s) shall be considered subsidiary to the unit prices bid on this project.

11A-75 SIGNS FOR BUSINESSES:

Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the project engineer. The signs shall be white with red letters and include the business name, shall be approximately 18 inches by 24 inches and have lettering at least six inches tall. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses, but shall not obstruct traffic visibility for vehicles exiting the driveway. It will be the Contractor's responsibility to maintain the signs until such time as the project engineer agrees they can be removed. A bid item has been included which shall cover all costs related to fabricating, installing, and maintaining the signs.

11A-76 USE OF CITY PARKS:

The Contractor shall obtain written permission from the Parks and Recreation Department prior to the use of City park property for access or for the storage of

machinery, equipment, materials, and/or supplies. Any damage incurred to City park property, by unauthorized use by the Contractor, will be the responsibility of the Contractor to repair in an equal or better condition. Payment to the Contractor may be withheld until the damage is repaired and/or payment for the damages has been made.

11A-77 STORM WATER MANAGEMENT (CONTRACTOR PROVIDE)

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity on projects 5 acres and larger. The contractor shall provide the city a copy of the approved NOI. The City of Burleson will submit its own "Notice of Intent (NOI)" to TCEQ. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to TCEQ prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.
2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.
3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
4. Information on endangered species and critical habitat.

5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items bid.
- C. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the TPDES General Permit TXR150000.
 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:
 - a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- D. A Notice of Termination (NOT) must be submitted to TCEQ 30 days of project completion on all 5 acre or larger projects.

- E. Payment shall be a lump sum bid item and dollar amount in the PROPOSAL. This amount shall include complete payment for the physical erosion/pollution control measures throughout the duration of the construction contract, as delineated in the approved SWPPP. This amount also includes removal of all items and structures constructed for storm water pollution protection at completion of the project when called to do so by the engineer or representative.
- F. **The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days.** In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs will be deducted from any money due or to become due to the Contractor.

11A-77A STORM WATER MANAGEMENT (CITY PROVIDE): N/A

11A-78 FINAL QUANTITIES:

The Contractor is required to be present when final quantities are measured by the inspector. The inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the final measuring. If the Contractor chooses not to be present when final quantities are measured by the inspector, the Contractor agrees to accept the inspector's measurements or reimburse the City for time the inspector spends remeasuring any portion of the project.

11A-79 PUBLIC MEETING: N/A

11A-80 PRE-CONSTRUCTION MEETING:

A Pre-Construction Meeting shall take place prior to construction. This meeting will cover all of the aspects usually covered in the pre-construction meeting, but is also designed to build relationships between the City of Burleson representatives and the Contractor's representatives who will work together on a daily basis. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations. It is the City of Burleson's hope that this meeting promotes a partnership between the Contractor and the City that lasts throughout this project, making the project more pleasant for the Contractor, the City of Burleson, and the affected property owners/occupants.

11A-81 CONSTRUCTION MEETING:

Once construction begins, project construction meetings may be held for this project. A representative of the Contractor, knowledgeable of the project, shall attend the construction meetings. The engineer will schedule the time and location, and determine the frequency of these meetings.

11A-82 TEMPORARY STREET REPAIR FOR STORM DRAIN:

A temporary driving surface shall be required on all street cut openings. It shall be composed of permanent type paving material, specifically excluding gravel or flexbase as the surface material, unless approved by the engineer. Four (4) inches of flexible base shall be placed to a level 2-inches below the existing surface. A 2-inch hot mix asphaltic concrete (Type D) surface shall then be placed by the Contractor as soon as possible after completing the backfill, but always within 5 working days after completion of the work involving the cut. Any temporary surface that fails to provide an acceptable driving surface shall be removed and replaced at the Contractor's expense, as directed by the engineer. Payment for this item is considered subsidiary to other bid items and shall not be a separate bid item.

11A-83 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS:

The Contractor shall be responsible for the protection of any existing landscaping improvements in the medians and parkways adjacent to the project including but not limited to trees, shrubs and irrigation from damage by Contractor's equipment or personnel. If the Contractor damages any of the landscaping improvements, the Contractor shall be responsible for replacing and/or repairing the improvements prior to processing the final pay estimate for the project. If the Contractor feels any of the landscaping improvements are in conflict with the project and must be removed or have prior damage, the Contractor shall coordinate this with the project inspector prior to removal of any landscaping improvements.

11A-84 RESTORATION OF EXISTING PAVED SURFACES:

The Contractor shall be responsible for maintenance of existing paved roadway surfaces within the project limits throughout the duration of the project. The Contractor shall perform daily inspections and restoration work required to provide an acceptable driving surface, as determined by the engineer. Restoration of paved surfaces shall be of asphalt, unless otherwise approved by the engineer. Should the Contractor be notified by the City of unacceptable roadway conditions, the Contractor shall restore the surface within 24 hours. Should it become necessary for the City to provide for the restoration of the surface, the cost of such shall be deducted from the monthly estimate. All asphalt for restoration of existing paved surfaces shall be considered subsidiary

to the various bid items on this contract.

11A-85 REPLACEMENT/ RELOCATION OF FENCES: N/A

11A-86 RELOCATION / REPLACING OF MAIL BOXES: (POST OR BRICK):

N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-981300

Date Filed:
02/08/2023

Date Acknowledged:

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

Home Run Construction LLC
Midlothian, TX United States

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

City of Burleson

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

PK2206
Parking Lot

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



6 UNSWORN DECLARATION

My name is Joseph Yentes, and my date of birth is 5-7-76.

My address is 1669 HCR 3220, Hillsboro, TX, 76645, us.
(street) (city) (state) (zip code) (country)

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

Executed in Hill County, State of Texas, on the 8 day of February 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Public Works Director

MEETING: March 6, 2023

SUBJECT:

Consider approval of a professional services contract for an Automated Meter Reading (AMR) / Automated Metering Infrastructure (AMI) feasibility study with Quanta, LLC in the amount \$100,318.00. (*Staff Contact: Eric Oscarson, Public Works Director*)

SUMMARY:

In October 2022, the City of Burleson, Texas (BTX), invited written proposals (RFP) to conduct an evaluation of the existing water metering infrastructure, and develop recommendations, financial information, and implementation timelines for the City's potential adoption of an updated Automated Meter Reading and/or Automated Metering Infrastructure (AMR / AMI) system that would best meet the needs of the City of Burleson.

BTX has an approximate population of 50,000. The Public Works Department maintains approximately 15,946 meters (14,830 single-family residential and 1,116 commercial) ranging in size from 5/8" through 6". The City's existing meter infrastructure consists entirely of Neptune meters. Currently meters are read by drive-by of each meter location to automatically download the meter information, including consumption, into a laptop. Existing residential meters utilize internal moving parts, which wear over time and cause potential water loss and loss of revenue due to inaccurate reading. BTX requested that written proposal must demonstrate the ability to assess all aspects of an AMR / AMI system (not limited to feasibility, deployment, cost, state of existing infrastructure, adaptability of existing infrastructure, supply chain concerns etc.).

Proposers were asked to complete a comprehensive analysis of the current water distribution metering system needs, water loss, water customer service infrastructure, customer billing, software, cost, feasibility, viability, and relative advantages and disadvantages of installing an updated AMR or AMR / AMI system citywide. The proposer will develop up to three alternatives/options for the implementation and deployment of an AMR / AMI program throughout the City. At least one alternative shall include an update to the existing AMR system (radio reading technology (Insight Software) to cellular reading technology). Each alternative shall include recommendations of hardware (meters, computer systems, devices etc.) with the advantages and disadvantages of each type of installation within the existing environment and a cost-benefit analysis to be reviewed by the City.

BTX received 7 written proposals that met the criteria guidelines. City staff interviewed three (3) finalists and Quanta Technology, LLC completed the RFP process with the highest score.

The total amount of funding available through the FY2023 budget process for an AMR / AMI Feasibility Study was \$250,000.00. The total cost of the Quanta LLC proposal is \$100,318.00.

OPTIONS

- 1) Approve a professional services contract for an Automated Meter Reading (AMR) / Automated Metering Infrastructure (AMI) feasibility study with Quanta Technology, LLC in the amount \$100,318.00.
- 2) Deny a professional services contract for an Automated Meter Reading (AMR) / Automated Metering Infrastructure (AMI) feasibility study with Quanta Technology, LLC in the amount \$100,318.00.

RECOMMENDATION:

Approval of a professional services contract for an Automated Meter Reading (AMR) / Automated Metering Infrastructure (AMI) feasibility study with Quanta Technology, LLC in the amount \$100,318.00.

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: Water Fund
Full Account #s: 450-7500-439.32-02
Amount: \$100,318.00
Project (if applicable):
Financial
Considerations:

STAFF CONTACT:

Name: Eric Oscarson
Title: Public Works Director
eoscarson@burlesontx.com
817-426-9837

Automated Meter Reading (AMR)/Automated Metering Infrastructure (AMI)

Feasibility Study
March 6, 2023



AMR vs AMI

- Automated Meter Reading (AMR) and Automated Metering Infrastructure (AMI) are metering technologies utilized for reading of water meters.
Automated Meter Reading (AMR) consist of the technology utilized to automatically collect metered consumption. The City currently utilizes AMR by performing drive-by of all meters every month to automatically collect readings via laptop. The data is then manually downloaded into the City's billing software.
Automated Metering Infrastructure (AMI) consist of the technology utilized for two-way communication between the meters and the utility. Metering data is automatically transmitted via communication network to the billing software at set determined times.



Our Current Water System

- 15,946 water meters in system
 - 14,830 residential meters
 - 1,116 commercial meters
- Exclusively Neptune water meters
- Automated Meter Reading (AMR) setup
 - Meters are read each month by drive-by and information downloaded into billing system
 - Approximately 64 hours per month spent reading



Water Loss

- 14,830 residential meters
 - Utilize internal moving parts which wear over time
 - Potential water loss over time due to inaccurate meter reading
 - Potential loss of revenue over time due to inaccurate meter reading
 - Replace more frequently than other technologies (i.e. nutating disc technology versus ultrasonic)



Feasibility Study Requirements

- Complete a comprehensive analysis of:
 - Water distribution metering system needs
 - Water customer service infrastructure
 - Customer billing
 - Software
 - Cost
 - Feasibility
 - Viability
 - Advantages and Disadvantages of updated AMR or AMR/AMI system citywide
- Develop up to three alternatives/options
 - At least one alternative to include update to the city's existing AMR system
 - All alternatives to include recommendations concerning hardware, advantages and disadvantages of installation and cost-benefit analysis



Request For Proposal (RFP)

- October 2022 City invited written proposals
- Seven (7) vendors submitted proposals
- City staff interviewed three (3) finalist
- Quanta Technology, LLC completed with highest score



Financial

- Funding approved in FY2023 budget for AMR/AMI Feasibility Study \$250,000.00
- Total cost of the Quanta Technology, LLC proposal \$100,318.00



Options

recommended



Approve a professional services contract for an Automated Meter Reading (AMR) / Automated Metering Infrastructure (AMI) feasibility study with Quanta Technology, LLC in the amount \$100,318.00.



Deny the contract.



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 **QUANTA TECHNOLOGY, LLC**, ("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, B and C** 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") and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed One Hundred Thousand Three Hundred Eighteen dollars and no cents (\$100,318.00) dollars in accordance with the fee schedule incorporated herein as Attachment B, 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 Services. 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 AND DEFEND 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. LIMITATIONS OF LIABILITY

Waiver of Certain Damages: Notwithstanding any other provisions of this Agreement to the contrary, neither City nor Consultant shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract,

tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Consultant's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to Owner's liability, if any, for payment for termination without cause or suspension of Consultant without Consultant's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

Consultant's Maximum Liability. Other than with regard to third party claims indemnified hereunder by Consultant, notwithstanding anything in this Agreement or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, the maximum aggregate liability of Consultant and Consultant Indemnified Parties under this Agreement or the relevant Order, regardless of cause (whether in contract, tort, strict liability, or otherwise), shall not exceed in the aggregate an amount equal to (A) (with respect to losses covered by policies of insurance Consultant is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss, and (B) for claims as to which no such coverage is required (e.g., for ordinary breach of contract) the total amount of compensation paid to Consultant under or for this Agreement or the relevant Order.

10. 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.

11. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

11.1. 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 coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.)
- d. 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:

- e. 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 three (3) 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.

11.2. 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. Additional Insured status is provided pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 for Commercial General Liability, and standard forms for policies other than Commercial General Liability, but only to the extent of Consultant's expressly assumed indemnification obligations under this Agreement. Additional Insured status shall not apply to Workman's Compensation, Professional Liability, and Employer's Liability. 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.

11.3. 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.

12. 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.

12.1. Records Retention

To the extent Section 552.371 of the Texas Government Code applies to Consultant and the Agreement, in accordance with Section 552.372 of the Texas Government Code, Consultant must (a) preserve all contracting information related to the Agreement in accordance with the records retention requirements applicable to the City for the duration of the Agreement, (b) no later than the tenth business day after the date of the City's request, provide to the City any contracting information related to the Agreement that is in Consultant's custody or possession, and (c) on termination or expiration of the Agreement, either (i) provide to the City at no cost all contracting information related to the Agreement that is in Consultant's custody or possession or (ii) preserve the contracting information related to the Agreement in accordance with the records retention requirements applicable to the Consultant. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and Consultant agrees that the Agreement may be terminated if Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

13. 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.

14. 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: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT

Quanta Technology, LLC
4020 Westchase Boulevard
Suite 200
Raleigh, NC 27607
Attn: David Hart, VP

15. 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.

16. 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.

17. 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.

18. 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.

19. 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, epidemic or pandemic natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

20. WARRANTY

Consultant's warranty for services, workmanship and materials, if any, shall extend one (1) year from completion of Consultant's Work (or the earlier termination of this contract); and in addition, with regard to defects and non-conformances corrected pursuant thereto, Consultant's warranty term shall extend one (1) year from the date of repair; however, in no event shall Consultant's foregoing warranty, nor any warranty obligations of Consultant under this Agreement, extend for more than two (2) years from Substantial Completion of its Work (or the earlier termination of this Agreement).

THE EXPRESS WARRANTIES OF CONSULTANT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE), AND CONSULTANT HEREBY DISCLAIMS, AND CITY HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY BY CITY FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK.

Consultant is not and shall not be held liable for any alleged breach of the warranties given in this agreement to the extent caused by or arising out of:

- (a) Ordinary Wear and Tear in the operation of the project;
- (b) Alterations or Repairs carried out by persons not authorized by Consultant;
- (c) Services provided by, or the use of materials, equipment, layouts or designs supplied or required by any party other than Consultant, its subconsultants or suppliers unless approved by Consultant in writing;
- (d) A Force Majeure Event; or
- (e) The City's failure to maintain the project or any part thereof.

21. OWNERSHIP OF PRE-EXISTING INTELLECTUAL PROPERTY.

City acknowledges that, as between Consultant and City, any intellectual property that Consultant developed independently of City and/or pre-exists Consultant's performance of the Work pursuant to this Agreement ("Pre-Existing IP") is the sole and exclusive property of Consultant. If any Consultant IP is incorporated into the Work or any Deliverable, Consultant hereby grants to City a perpetual, irrevocable, non-exclusive, worldwide, freely transferable license to use, reproduce, publicly perform, publicly display, and digitally perform such Pre-Existing IP, as necessary to use, maintain, and further modify the Work, in any media now known or hereafter discovered, together with the right to further sublicense the foregoing rights to any Affiliate.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant affirms and verifies by signature it does not boycott Israel and will not boycott Israel in accordance with Chapter 2270 of the Texas Government Code.

30. 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.

31. 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.

32. 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.

33. 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.

Signatures are on last page following Exhibit C

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intentionally blank*



QUANTA
TECHNOLOGY

PROPOSAL

Automated Meter Reading (AMR)/Automated Metering Infrastructure (AMI) Feasibility Study

PREPARED FOR

City of Burleson, TX

DATE

November 3, 2022

INTERNAL PROJECT NUMBER

22G013

PREPARED BY

Jesus Gonzalez
jgonzalez@Quanta-Technology.com
(919) 428-9332

Khaled Salem
ksalem@Quanta-Technology.com
(919) 817-5696

QUANTA TECHNOLOGY, LLC

4020 Westchase Boulevard, Suite 300, Raleigh, NC 27607 USA

RALEIGH (HQ) | TORONTO | SAN FRANCISCO BAY AREA | SOUTHERN CALIFORNIA | CHICAGO

www.Quanta-Technology.com

Quanta Technology, LLC is a wholly-owned subsidiary of Quanta Services, Inc. (NYSE: PWR)



CONFIDENTIAL/PROPRIETARY: This document contains trade secrets and/or proprietary, commercial, or financial information not generally available to the public. It is considered privileged and proprietary to the Offeror, and it is submitted by Quanta Technology, LLC, in confidence with the understanding that its contents are specifically exempted from disclosure under the Freedom of Information Act [5 USC Section 552 (b) (4)] and shall not be disclosed by the recipient (whether it be Government [local, state, federal, or foreign], private industry, or non-profit organization) except with the written permission of Quanta Technology and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose except to the extent in which portions of the information contained in this document are required to permit evaluation of this document. If a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the right to duplicate, use, or disclose the data is granted to the extent provided in the contract.

VERSION HISTORY:

| Version | Date | Description |
|---------|---------|--------------------|
| 1.0 | 11/3/22 | Initial submission |
| | | |
| | | |



EXECUTIVE SUMMARY

Quanta Technology welcomes the opportunity to work with the City of Burleson to support its adoption of an AMR/AMI solution as described in RFP 2022-023. We are an independent and diverse consulting company with approximately 300 experienced consultants and industry experts headquartered in Raleigh, North Carolina, with supporting offices in Illinois, California, and Canada. We have helped many clients with AMI deployments, feasibility studies, and roadmap creation and implementation. Our experts can help you select an AMR or AMI solution to meet your needs and provide various services to leverage your investment. These benefits enable future initiatives and technologies, such as advanced analytics, service disconnect/reconnect, pressure and leak detection, water balance, and more.

Our dedicated team of experts has decades of direct AMI project implementation experience. It has collectively deployed over 130 systems ranging from several thousand metering endpoints to millions of endpoints spanning large geographic footprints. Many of these projects have water and electric services and water-only areas. We understand what it takes to fully adopt new technology into your workplace, business processes, and community. We have worked with our clients to develop strategic roadmaps, secure funding, analyze business impacts and readiness, develop system requirements and RFPs, vendor evaluation and selection, contracting, and system implementation. We bring unique perspectives, having worked for three major AMI vendors and specializing in system deployments. We know and understand technologies and project implementations. We are also in a unique position of working with one of our clients performing a billing integration with Tyler Technologies. We can provide unique perspectives having recently lived and traveled that road.

One of our main strengths is customer retention and organic growth through developing long-lasting relationships with our customers. The vast majority of our work comes from customer referrals and ongoing projects at the request of our customers. We encourage you to contact our references to understand better their project journeys and how we have supported them by delivering quality and effective services.

This proposal aligns with the RFQ's recommended contents and is organized as instructed in the document. We acknowledge receipt of the "RFP 2022-023, "City of Burleson Automated Meter Reading (AMR)/Automated Meter Infrastructure (AMI) Feasibility Study" document, as well as Addendum 1. As requested, we are bundling completed forms and the Terms and Conditions redlines as part of our proposal submission.

We are the best fit for this project based on our experience, proven methodology, and holistic approach to new technology adoptions, including considerations for people, processes, end customers, and technology. We have demonstrated experience implementing water utility systems and software, and our customers can testify to our quality services. Our team members are equipped and available to provide dedicated, ongoing technical support as required.

Thank you again for the opportunity to respond to your solicitation request, and we hope you will find our proposal meets your requirements. We are available to answer any questions you may have.

Sincerely,

David Elizondo, PhD

Vice President, Business Development and International Operations



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1 QUALIFICATIONS AND EXPERIENCE

1.1 Firm Overview

Founded in 2006, **Quanta Technology** is an independent technology, consulting, and testing company providing business and technical expertise, along with advanced methodologies and processes, to utilities and others in the power and energy industries. Our corporate headquarters is in Raleigh, North Carolina, and we have supporting offices in Illinois, California, and Canada. Our mission is to provide unparalleled value to our clients in every engagement across the value chain by using advanced software and hardware, laboratories, and custom tools for a holistic approach to practical service and the most insightful thought leadership in the industry.

Quanta Technology's client base is well-established in North America and numerous international markets. Our clients include energy-delivery utility companies (investor-owned utilities, municipalities, cooperatives), large industrial companies, energy suppliers, regional transmission organizations/independent system operators (RTOs/ISOs), and energy industry research and support organizations.

Quanta Technology is a wholly-owned subsidiary of **Quanta Services, Inc.** (NYSE: PWR). Quanta Services safely provides engineering, procurement, and construction (EPC) services for comprehensive infrastructure needs in the electric power and oil and natural gas industries. With a workforce of tens of thousands strong and offices across North America and abroad, Quanta is the premier provider in the industries it serves. As part of the Quanta family of companies, Quanta Technology has the manpower, resources, and expertise to complete projects that are local, regional, national, or international in scope. For more information about Quanta Technology, visit our website at <https://quanta-technology.com>.

We offer a full spectrum of services in the following:

- Grid Modernization and Business Strategy
- Regulatory Compliance
- Transmission and Distribution
- Advanced Metering Infrastructure (AMI)
- Smart Water Solutions
- Non-Revenue Water Solutions
- Leak Detection, Pressure Monitoring
- Automation and Testing
- Asset Operations
- Protection and Control
- Asset Management
- Electrical Transportation
- Enterprise Integration
- Smart Grid Strategies
- Applied R&D

We want to highlight a few key points when considering Quanta Technology:

1. Quanta Technology is a **fully independent** consulting firm that is vendor-agnostic. We have no associations with any vendor or product distributor and do not derive revenue from any technology sale or resale for any product or service. While we are independent of any vendor, we have extensive background and experience deploying systems with all major AMI vendors and know and understand their systems and methods. By being independent, we can leverage our rich background to advise you on the best solution that meets your business needs.
2. Quanta Technology offers **exceptional industry experience and technology consulting services**. Each staff member has at least 11–40+ years of experience and over 120 years of experience collectively as



a team. It is not just the years of experience but also the relevance and quality of experiences. We have worked for most major AMI vendors and have direct experience deploying and adopting systems. We know and understand what you need to deploy systems successfully.

3. Quanta Technology **is your trusted advisor leveraging our experiences to protect your project investment and success.** Our vast industry and direct project deployment experience is key to protecting you from experiencing some of the common pitfalls that negatively affect project deployments. We understand the importance of aligning stakeholder expectations, addressing organizational readiness gaps, preventing underutilizing system value through critical integrations, and ensuring the wrong technology/service is not selected to meet your current and future needs. We also understand how to leverage your investment to derive future benefits by improving customer engagement through customer portals, improving operations with advanced analytics, and reducing non-revenue water loss through active water balance computations.
4. Quanta Technology offers **a holistic approach to technology adoption** that considers people, processes, end customers, and technology. Many consulting services focus on technology and technology adoption. We step back and take a broader, more comprehensive approach.
5. Quanta Technology **truly adopts a partnership mindset when engaging customers.** We focus on the customer's needs and develop relationships built on trust, listening to customers, and looking out for our client's interests as part of an integrated team. A significant amount of our business comes from repeat customers. We encourage you to contact our references to see how our philosophy builds good experiences.

1.2 Company Profile

Table 1-1. Company Profile and Contact Information

| Item | Quanta Technology, LLC |
|--|--|
| Years in Operation | 16 |
| Ownership | Wholly owned subsidiary of Quanta Services, Inc. |
| Headquarters | 4020 Westchase Blvd, Suite 300, Raleigh, NC 27607 |
| Contact Information | Khaled Salem ksalem@Quanta-Technology.com (919) 817-5696 |
| Total Employees | 293 |
| Outstanding Legal Claims (Last 5 yrs.) | None |
| Website | https://quanta-technology.com |
| Main Contact | Khaled Salem |



1.3 Experience with Municipality Deployments

Collectively, team members have deployed more than 130 systems, ranging in size from a few thousand to more than a million AMI endpoints. Most of these systems (100+) involved municipal clients, with the remaining comprised of investor-owned utilities (IOUs) and some cooperatives. Many of these systems have water and electric meter endpoints with water-only areas. Our team has experience in all project phases, including business process assessments, business case analysis, system requirements definition, network technology evaluation, vendor selection, contract support/negotiations, and project implementation. We partner with clients to help them fully adopt AMI systems and leverage their investment to realize operational efficiencies, reduce system losses, and improve customer service. Below is a sample list of projects that deployed water endpoints.

Table 1-2. Quanta Technology Example Experience with Water Endpoints

| | UTILITY | LOCATION | Elect. Meters | Water Meters | Gas Meters |
|--|----------------------------------|------------|------------------|-----------------|---------------|
| | | | | | |
| 130 Completed Deployment Examples | OUC | USA, FL | 227,589 | 105,690 | |
| | Tallahassee | USA, FL | 113,606 | 87,450 | 24,692 |
| | Lafayette Utilities System (LUS) | USA, LA | 65,135 | 56,995 | |
| | KCBPU | USA, KS | 67,445 | 54,410 | |
| | Fort Collins | USA, CO | 68,691 | 31,957 | |
| | Ocala | USA, FL | 54,396 | 24,488 | |
| | Georgetown | USA, TX | 23,089 | 23,981 | |
| | Peterborough | Canada, ON | 37,101 | 22,760 | 15 |
| | Navajo Nation (NTUA) | USA, AZ | 40,229 | 20,477 | 1,489 |
| | Columbia Power & Water Systems | USA, TN | 26,003 | 18,944 | |
| | Duncan | USA, OK | 9,276 | 12,521 | |
| | Danvers, Town of | USA, MA | 13,333 | 11,262 | |
| | Newark (DE), City of | USA, DEL | 12,240 | 9,484 | |
| | Wisconsin Rapids | USA, WI | 14,408 | 8,606 | |
| | Memphis Light Gas Water (MLGW) | USA, TN | 20,587 | 6,694 | 14,463 |
| | Fredericksburg, City of | USA, TX | 5,641 | 6,516 | |
| | Tipp City | USA, OH | 5,099 | 4,312 | |
| | Shawano | USA, WI | 5,627 | 4,056 | |
| | Humboldt TN | USA, TN | 4,542 | 3,955 | 3,554 |
| | Bay City of Michigan | USA, MI | 16,155 | 2,869 | |
| | Burnet | USA, TX | 2,891 | 2,337 | |
| | Utilismart | Canada, ON | 79,577 | 1,660 | 286 |
| | David City | USA, NE | 1,636 | 1,372 | |
| | Rochelle | USA, IL | 4,017 | 1,089 | |
| | Cleveland Utilities | USA, TN | 30,928 | 713 | |
| | NWG, Fort Frances | Canada, ON | 3,950 | 304 | |
| | Horizon Utilities | Canada, ON | 240,342 | 286 | |
| | Silicon Valley Power (SVP) | USA, CA | 730 | 37 | |

We are working on numerous projects in the Florida area, primarily through Florida Municipal Power Agency (FMPA). These projects have water and electric metering endpoints with some water-only areas. Section 3 contains more information on these projects.



1.4 Project Personnel

Our assigned project team comprises experts who have previously worked together on similar projects. This section details their qualifications, how they will be organized, and who will work on what aspects of the City of Burelson's (the City) project. Our team is led by Jesus Gonzalez, PMP, serving as the Project Manager. Jesus is a certified Project Management Professional (PMP) with more than 11 years of utility deployment experience and 24+ years of project management experience. He is supported by David Hart, the Vice President of Protection Control & Automation, and the team detailed below.

The proposed personnel for this project and their roles and responsibilities are shown in Table 1-3. It is anticipated that the Project Manager's resource allocation will vary from 20%–50% throughout the project, with peaks of 100% during needed timeframes. The remainder of the team will be dedicated as required to the project. The project's scope will determine the level of involvement in any given phase. This involvement can increase or decrease as needed by the City, but the resource allocation will always be appropriate for the level of effort required on the project. Quanta Technology has sufficient resources to meet the need.

Table 1-3. Proposed Staff Qualifications Summary

| Name | Title | Relevant Experience | Role | Project Contribution |
|-----------------------|---|--|---------------------------------------|---|
| Jesus Gonzalez, PMP | Principal Advisor | 11+ yrs. utility 24+ yrs. PM electricity/water | Project Manager | Project management, Team lead, customer prime |
| Robert Dumas, PhD, PE | Principal Advisor | 40+ yrs. utility electricity/water | Subject Matter Expert | Technical prime, advisement, process development |
| Harris Glover | Executive Advisor | 15+ yrs. utility 20+ yrs. IT | Subject Matter Expert | Advisement, process development |
| Louis Santilli | Principal Advisor | 40+ yrs. utility electricity/water | Subject Matter Expert | Advisement, process development |
| David Uy, PE | Principal Engineer | 27+ yrs. utility electric | Engineering and Project Support | Data analysis, project support |
| David Hart, PhD | Vice President, Protection Control & Automation | 35+ yrs. utility | Executive Sponsor, Project Sponsor | Executive oversight, resource support |

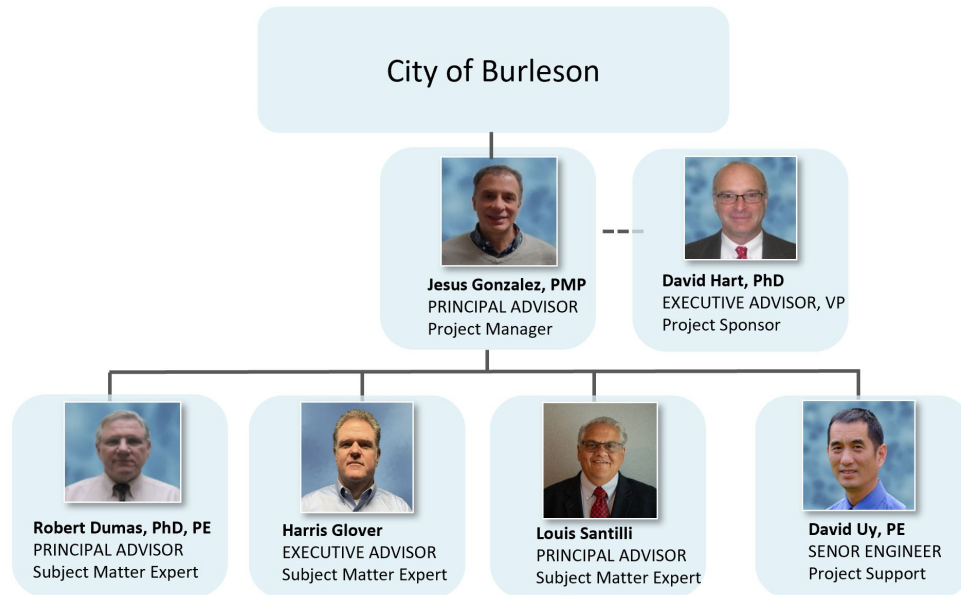
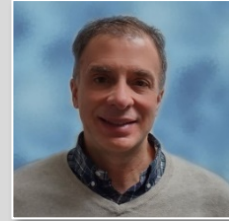


Figure 1-1. Project Organization Chart



JESUS GONZALEZ, PMP

JESUS GONZALEZ, PMP, *PRINCIPAL ADVISOR, Protection, Control & Automation*, has over 30 years of professional experience spanning the utility and telecommunications sectors and 24 years of project management experience. His utility experience includes over ten years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions & ABB). He led numerous deployment projects across a broad customer base consisting of municipal cooperatives and IOUs in North America and Mexico. He holds a master's degree in Information and Computer Science from the Georgia Institute of Technology in Atlanta and has been a certified Project Management Professional for 15 years.



Areas of Expertise

- Advanced Metering Infrastructure (AMI) electric, water, and gas system deployments
- Project management planning and governance, risk analysis/management, cost control
- Project management office portfolio management, Clarity PPM

Experience and Background

- Years of experience in the utility industry 2011–Present
- Principal Advisor, Protection, Control & Automation, Quanta Technology 2022–Present
- Manager Customer Delivery, Honeywell/Elster Solutions 2015–2021
- Senior Project Manager, Customer Delivery, Elster Solutions 2011–2015
- Years of experience in the telecommunications industry 2011–1987

Relevant Field Deployment Projects:

- City of Newberry AMI deployment, Water: 2.1K, Elec: 1.9, AMI meter deployment (Quanta Technology)
- City of Tallahassee, Water: 87K, Electric 113K, Gas 24K, AMI meter deployment (Honeywell)
- City of Fort Collins, Water: 31K, Elec: 68K, AMI meter deployment (Honeywell)
- Lafayette Utilities Sys. (LUS), Water 56K, Electric: 65K, AMI meter deployment (Honeywell)

Accomplishments and Industry Recognition

- Project Management Professional, PMP since 2007
- Six Sigma Green Belt, Villanova University

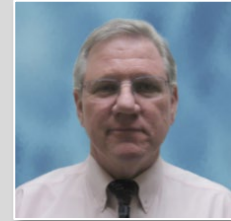
Education

- MS, Information and Computer Science, Georgia Institute of Technology, 1988
- BS, Electrical and Computer Engineering, University of Miami, 1987



ROBERT DUMAS, PHD, PE

ROBERT DUMAS, PHD, PE, PRINCIPAL ADVISOR, Protection, Control & Automation, has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the US and internationally.



This experience includes 17+ years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology, he has been responsible for project execution of a multi-million-dollar Wide-Area Protection project for National Grid Saudi Arabia and ongoing AMI consulting projects. He continues with Quanta Technology as a senior AMI subject matter expert.

Areas of Expertise

- Project and program management
- Advanced metering infrastructure (AMI)
- Smart metering (electric, water, gas)
- Meter data management systems
- GIS system application
- Utility operations
- Resource planning
- Nuclear plant instrumentation and control
- Nuclear and EMS SCADA systems

Experience and Background

- Years of experience in the electric power industry 1977–Present
- Principal Advisor, Lead AMI, PCA, Quanta Technology 2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB) 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

Relevant Field Deployment Projects:

- City of Newberry, AMI deployment: water 2.1 K, electric 1.9, AMI meter deployment (Quanta Technology)
- City of Tallahassee: water 87 K, electric 113 K, gas 24K, AMI meter deployment (Honeywell)
- City of Fort Collins: water 31 K, electric 68 K, AMI meter deployment (Honeywell)
- KCBPU: water: 54 K, electric 67 K, AMI meter deployment (Honeywell)
- Peterborough: water 22 K, electric 37 K, AMI meter deployment (Honeywell)

Education

- PhD, Environmental Engineering, North Carolina State University, 1999
- MS, Environmental Engineering, North Carolina State University, 1996
- BS, Nuclear Engineering, North Carolina State University, 1977



HARRIS GLOVER

HARRIS GLOVER, EXECUTIVE ADVISOR, TEAM LEAD, Protection, Control & Automation, Smart Metering/Advanced Metering Infrastructure, has over 30 years of professional experience with increasing levels of organizational responsibility in IT systems, metering systems associated with IT enterprises, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest US and international utilities. This experience includes over 20 years with IT enterprises and 15 years in the AMI industry with Honeywell (formerly Elster Solutions & ABB), Itron Inc., and Landis+Gyr. At Quanta Technology, he executes AMI solutions and other ongoing AMI consulting projects in Puerto Rico.



Areas of Expertise

- Project and program management
- Advanced metering infrastructure (AMI)
- Smart metering (electric, water, gas)
- Meter data management systems
- GIS system application
- Utility operations
- Smart Cities
- Industrial Internet of Things (IIOT)
- Software development and methodologies

Experience and Background

- Years of experience in the electric power industry 1999–2000 and 2008–Present
- Principal Advisor, Protection and Control, Quanta Technology 2021–Present
- Program Director, Services Delivery, Northeast, Landis+Gyr 2018–2021
- Program Manager, Solution Delivery, Itron 2017–2018
- Director, Connected Home, IoT, Honeywell Home, and Bldg. Tech., Honeywell 2015–2017
- VP, Product Management, Americas, Elster Solutions 2008–2015

Relevant Field Deployment Projects:

- City of Newberry, AMI deployment: water 2.1 K, electric 1.9 K, AMI meter deployment (Quanta Technology)
- City of Tallahassee: water 87 K, electric 113 K, gas 24 K, AMI meter deployment (Honeywell)
- City of Fort Collins: water: 31 K, electric 68 K, AMI meter deployment (Honeywell)
- KCBPU: water 54 K, electric 67 K, AMI meter deployment (Honeywell)
- NTUA: water 40 K, electric 20 K, gas 1.4 K, AMI meter deployment (Honeywell)

Education

- BBA, Management and Management Information Systems, Valdosta State University, 1986



LOUIS A. SANTILLI

LOUIS A. SANTILLI, *PRINCIPAL ADVISOR, Protection, Control & Automation*, has over 38 years of professional experience in all aspects of electric, water, gas, Smart City, and Smart Grid distribution systems, generation, customer service, and financial management. His investor-owned utility experience includes over 24 years of operation, engineering, and management roles in nuclear/fossil generation, transmission and distribution, and electric metering.



His system integrator/manufacturer experience includes more than 14 years in roles including Area Vice President Enterprise Projects, Sales, and Services. His previous manufacturing roles include Senior Director of Marketing/Product Management and Director of Global Manufacturing Quality of Electricity Products.

He has led and managed numerous gas, water, and electric projects across a broad customer base consisting of municipalities, cooperatives, and IOUs in North America. He holds a bachelor's degree in electrical engineering from the University of South Florida.

Areas of Expertise

- Advanced metering infrastructure: electric, water, and gas system deployments
- Smart city and smart grid systems
- Program management planning and governance, risk analysis/management, cost control
- Renewables: battery storage, electric vehicles, solar and wind

Experience and Background

- Years of experience in the utility industry 1979–Present
- Principal Advisor, Protection, Control & Automation, Quanta Technology 2022–Present
- Consultant, Harbourfront Group 2021–2022
- Chief Operating Officer/Equity Partner, Eplis2 2021–2022
- Vice President, Business Development, Bloom Energy 2021
- Area Vice President Enterprise Projects, Sales and Services, Itron, Inc. 2007–2021
- Operations, Engineering, and Management, Progress Energy Corp (Duke Energy Corp) 1983–2007
- Salem/Hope Creek Nuclear Maintenance, PSEG Nuclear, LLC 1998–2000

Accomplishments and Industry Recognition

- Certified Energy Manager (CEM), Association of Energy Engineers (Inactive)
- Certified Power Quality Professional (CPO), Association of Energy Engineers (Inactive)
- Trained Senior Reactor Operator, Florida Power Corp.

Education

- BS, Electrical Engineering, University of South Florida, 1997



DAVID Uy, PE

DAVID Uy, PE, PRINCIPAL ENGINEER, Protection, Control & Automation, is an accomplished engineer with expertise in designing and developing customer-focused solutions using customer requirements, system specifications, test and field data, and root cause analysis. He has expertise in developing, producing, and supporting power system protection, automation, energy measurement, and control products. David is also adept at managing projects and deploying efficient customer solutions.



Areas of Expertise

- Advanced metering infrastructure (AMI)
- Advanced meter reading (AMR)
- ANSI C12.18/21/22, DNP 3.0, Modbus, TCP/IP
- Power system protection
- Process management
- Data analysis
- Root cause analysis
- Project management
- Testing

Experience and Background

- Years of experience in the electric power industry 1995–Present
- Senior Engineer (Associate), Quanta Technology 2020–Present
- Sr. Advanced Embedded Engineer, Honeywell International 2016–2019
- Principal Engineer, Elster Solutions 2001–2016
- Senior R&D Engineer, ABB Electric Systems Technology Institute 1997–2001
- R&D Engineer, ABB Transmission Technology Institute 1995–1997

Relevant Field Deployment Projects:

- City of Newberry AMI deployment, Water: 2.1K, Elec: 1.9, AMI meter deployment (Quanta Technology)

Accomplishments and Industry Recognition

- Licensed Professional Engineer, North Carolina (No. 027004)
- IEEE member, 1983–Present
- Seven patents (four in AMI and three in distribution system protection and monitoring)

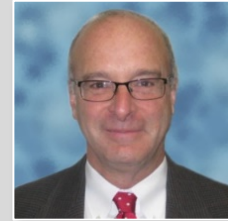
Education

- MS, Electrical Engineering (Power System Reliability), Missouri University of Science and Technology (University of Missouri-Rolla), 1991
- BS, Electrical Engineering, Michigan Technological University, 1988



DAVID G. HART, PHD

DAVID HART, PHD, EXECUTIVE ADVISOR, Vice President, Protection, Control & Automation, has over 25 years of experience in the power industry, including protection and control, power system automation, smart metering, and various research experience. He has been developing Automated Metering Infrastructure (AMI) products and systems for over 10 years, directing product management, engineering, and quality teams. As head of Protection and Control, he is responsible for overall business strategy, client and program proposals, and project execution for the business area. David holds over 25 patents and is a Senior Member of IEEE/PES.



Areas of Expertise

- Protection and control
- Substation automation
- Feeder automation
- Advanced metering infrastructure
- Smart metering

Experience and Background

- Years of experience in the electric power industry 1992–Present
- Vice President, Protection, Control, and Automation, Quanta Technology 2015–Present
- Vice President, Automation Solutions, ABB 2014–2015
- Executive Director, Solutions, ABB 2013–2014
- Senior Vice President, Solutions (PM, Engineering, Quality, Support), Elster ElectriCity..... 2006–2013
- Vice President, Engineering and Quality, Elster ElectriCity 2001–2006
- Automation Program Manager, ABB 1999–2001
- Automation Technology Center Manager, ABB 1997–1999
- Technology Team Leader, ABB 1996–1997

Accomplishments and Industry Recognition

- ABB Achievement Award
- Numerous technical disclosures in metering, power system protection, control, and automation
- Numerous patents issued
- Numerous industry publications
- IEEE/PES Senior Member

Education

- PhD, Electrical Engineering (Power Systems), Clemson University, 1991
- MS, Electrical Engineering (Power Systems), Clemson University, 1987
- BS, Mathematics and Physics, Wofford College, 1985



2 METHODOLOGY

Quanta Technology employs a proven three-phase project approach that has been well-received by our municipal clients. The municipality council can fund each phase incrementally, and we can adjust future phases to meet your specific project needs. To fulfill the specified scope, we have adapted our Phase 1 content to reflect your stated needs (Figure 2-1). We have left Phase 2 and Phase 3 of the methodology to provide some reference for typical activities performed in those phases. We will be glad to provide additional details as requested.

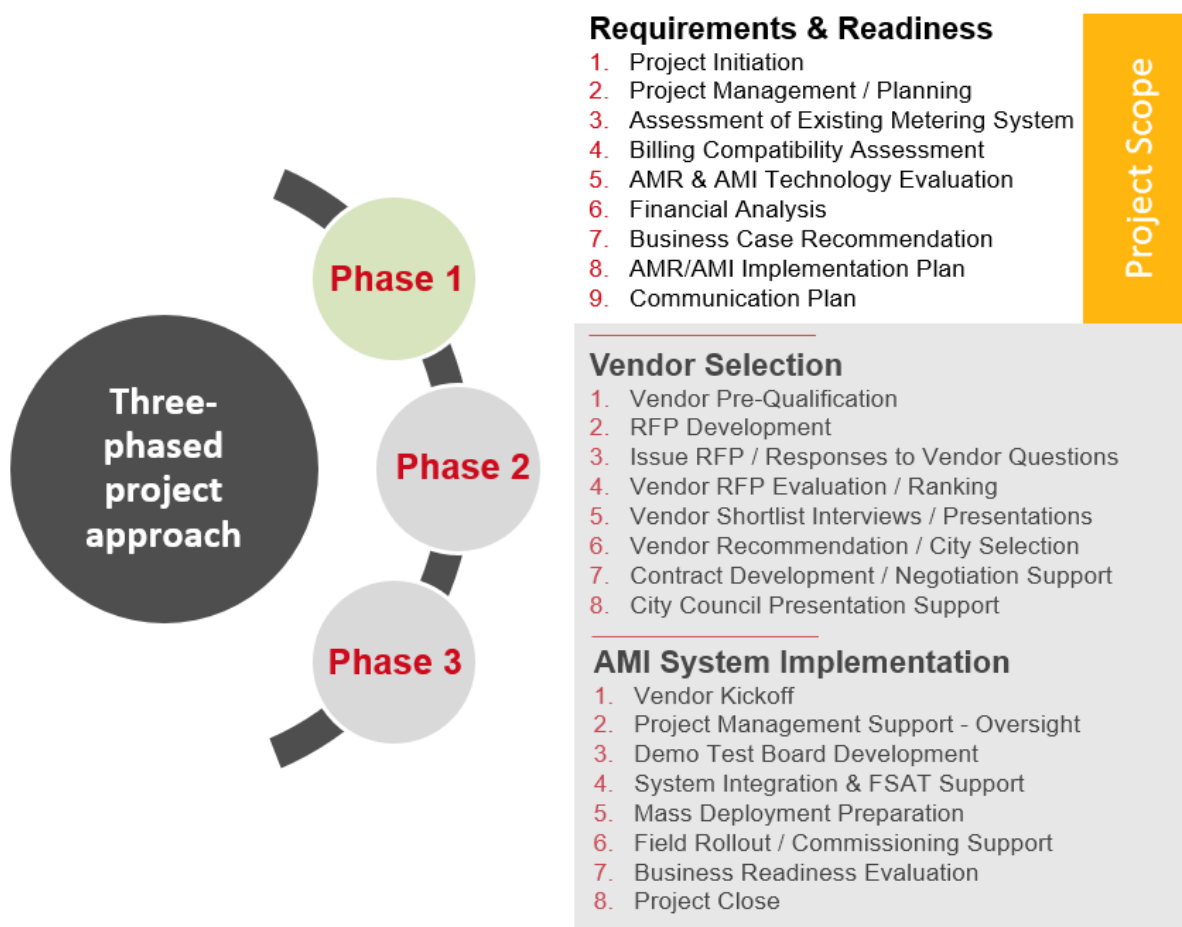


Figure 2-1. Quanta Technology's Three-Phase Project Approach



2.1 Project Initiation

We have seen utilities neglect efforts in planning and business process readiness in their rush to deploy the technology and discover later that they have missed some important opportunities for operational enhancements, leaving them unable to realize many of AMI's potential benefits. Quanta Technology encourages the City to invest in these activities upfront to reap the benefits later when the system is deployed.

The project will begin with a kickoff meeting in person or via a conference call. The kickoff meeting is expected to do the following:

1. Introduce project personnel
2. Ensure the scope of work (SOW) is clear to all team members
3. Update the SOW, if needed, based on detailed discussions
4. Ensure responsibilities for all project members are understood
5. Identify subject matter experts and stakeholders
6. Develop a communication plan for internal project communications
7. Review and update the schedule as needed
8. Discuss project expectations of all parties

In addition, to make it as easy on you as possible, we will provide you with an Information Request Packet detailing general information that will help us better prepare for the meeting and forthcoming feasibility assessment effort. Typical information requested includes the following:

1. The City's organization chart (indicating the team members who will be working on the project)
2. CIS account data for water metering endpoints, including the number of metering endpoints and relevant information (location, water meter sizes, types [compound, displacement, etc.], potable vs. reclaim, models, etc.)
3. A service territory map indicating metering endpoint placement
4. Topology of the area to be covered
5. Predicted growth patterns
6. External constraints, requirements, and regulations

2.2 Project Management/Project Planning

Quanta Technology will assign Jesus Gonzalez, an experienced PMP-certified AMI project manager in Raleigh, North Carolina, to provide oversight and technical guidance, working closely with a City-appointed project manager or team leader to manage project implementation from start to finish. Jesus will work closely with the City's team off-site and onsite as needed to carefully manage the project's implementation. He will work through all the tasks required during the project, including project planning, risk management, communication, action tracking, status reporting, and project oversight. He will also be responsible for escalating issues during the project to the appropriate City team members and driving those issues to a conclusion.



Shortly after the kickoff meeting, Jesus will work with the City team to develop a comprehensive project plan and schedule that includes a detailed work breakdown structure for tasks, project dependencies, and responsible parties. It will serve as a living plan that is updated weekly throughout the project. In addition, he will develop an action register to track ongoing actions and a communications plan detailing methods of information collection and distribution to ensure consistent communication to proper stakeholders throughout the project. Project risks will be proactively evaluated and documented in the Project Risk Register.

Jesus will hold regular status calls (typically weekly) with all key City stakeholders to review tasks, acquire status, assign and drive project action items, and review upcoming scheduled items. He will provide a meeting agenda ahead of the meeting and meeting notes shortly after the conclusion of each call. Additional follow-up working meetings are planned and needed to address specific items. Jesus is also supported by Quanta Technology subject matter experts and executive staff as needed.

It is important to note that the City-appointed project manager or team lead is key to project success. The appointed resource must have experience in City functions and have some background in project management or coordination/planning activities.

2.3 Assessment of the Existing Metering System

Shortly after the project kickoff, we will work with you to schedule an AMI business process readiness assessment. This typically involves one or two conference calls where we obtain the items requested in the Information Request Packet and ask clarifying questions. These calls help better define the agenda for a follow-up three-day onsite meeting and workshop designed primarily for information-gathering purposes. Onsite workshops typically involve a series of staff interviews and group sessions to understand better customers' needs, challenges, related capabilities status, and areas of interest. It may also involve a review of field assets and points of interest. The information-gathering workshop aims to understand the City's current business practices, priorities, needs, gaps, and future desires. This information will help us customize our extensive RFP Specification to tailor an AMI solution for the City. Typical topics that are covered include the following:

- Network topology and communication protocol for endpoints
- Basic billing functions (including handling compound water meters)
- Remote connect/disconnect
- Customer engagement plans
- Customer portal
- Leak detection
- Non-pay and move-in/out
- Tampering and other losses
- Water mass balance
- Customer event notification options
- Billing schedule flexibility
- Pre-payment
- Data analytics



As part of our efforts, we will include an assessment of the City's current water system infrastructure through data analysis of water loss sampling at various meter sizes/ages at different locations throughout the City. We believe a sample of 400 sites, distributed across the age population, will fulfill the City's request to achieve a 95% confidence level in line with recommendations from MIL-STD-105E samples procedures for inspection. As an optional service, we can provide field onsite inspections of water services for selected sites to assess and categorize field conditions.

We may also discuss Water Mass-Balance based on the AWWA Water Balance model (Figure 2-2) for what may need to be considered for computing a water balance and the benefits of pursuing this computation. AMI systems can provide the tools for frequent, almost real-time water balance calculations. Ensuring water system boundaries are metered is key to this capability. In the AWWA figure below (Figure 2-2), water losses (apparent and real) that AMI can help mitigate are shown in yellow.

| System Input Volume | Authorized Consumption | Billed Authorized Consumption | Billed Metered Consumption Revenue | Revenue Water |
|--|---------------------------|------------------------------------|--|--------------------------|
| | | | Billed Unmetered Consumption Revenue | |
| | | Unbilled Authorized Consumption | Unbilled Metered Consumption | Non- Revenue Water |
| | | | Unbilled Unmetered Consumption | |
| | Water Losses | Apparent Losses | Unauthorized Consumption | |
| | | | Customer Metering Inaccuracies | |
| | | Real Losses | Leakage on Transmission and Distribution Mains | |
| | | | Leakage and Overflows at Storage Tanks | |
| Leakage on Service Connections, up to Customer | | | | |

Figure 2-2. AWWA Water Balance

As part of the onsite workshops, we will walk through a comprehensive list of operational processes and discuss how these are performed today and how the adoption of AMI technology impacts them. The typical processes covered are listed in Table 2-1.

Table 2-1. Process Examples That Will Be Mapped During Interviews

| Item # | Process |
|--------|--|
| 1 | Calibration/testing |
| 2 | Meter repair/return process |
| 3 | Periodic testing |
| 4 | New installation |
| 5 | Replacement installation |
| 6 | Indoor/outdoor installation considerations |
| 7 | Leak: customer side |



| Item # | Process |
|--------------|---|
| 8 | Leak: utility side |
| 9 | Leak: septic forgiveness |
| 10 | Bulk sales (temporary meter) |
| 11 | Stopped meter |
| 12 | Damaged meter |
| 13 | Tamper/theft shutoff |
| 14 | Non-pay shutoff |
| 15 | Move-in/move-out turn on/shutoff |
| 16 | Billing name/address change |
| 17 | Billing dispute re-read |
| 18 | Read-to-billing process |
| 19 | Inventory process |
| 20 | Inadvertent meter swap |
| New AMI-Only | |
| 1 | Opt-out |
| 2 | Event management |
| 3 | Firmware updates |
| 4 | Customer portal and other new interfaces |
| 5 | Medical does not disconnect |
| 6 | Tri-state water meters (on, off, restricted flow) |
| 7 | Others, depending on the utility |

The information gathered from the onsite meetings, and subsequent discussions will be used to include in the AMR/AMI Feasibility Report, which will include the following:

- Key findings and notes
- AMI priorities define City's needs across all departments and stakeholders
- Dataflows ("as is" and "as will be")
- CIS data meter summary (quantities, types, etc.)

2.4 Billing Compatibility Assessment

Quanta Technology is currently engaged in an AMI Project Implementation with billing integration through Tyler Technologies. We have been actively working with our client, the AMI vendor, and Tyler Technologies on the billing integration, including creating an SOW, technical integration implementation, and a functional system test (FSAT) plan. As part of this effort, we have actively worked with Tyler



Technologies' technical support (Level 2 support) and have discussed Tyler Technologies' integrations with a couple of reference customers. It is very important to select a consultant with firsthand knowledge of Tyler Technologies and specific functions such as Read Group Dates, which are key to understanding and managing that implementation.

In addition, Quanta Technology uses an innovative approach to System Integration Testing using a Vendor Meter Demonstration Board for the purchased meters and communication endpoints. This platform is key to performing early integration testing before any field deployment. If desired, it can be used for ongoing testing for new software/firmware releases and community demonstrations. An example is shown in Figure 2-3. This testing is typically performed during Phase 3 (AMI Implementation).



Figure 2-3. Water Demonstration Board

2.5 Evaluation of AMR and AMI Technologies

Quanta Technology's assigned staff brings over 120 years of collective industry experience coupled with firsthand involvement in over 130 AMI deployments. Our team members have previously worked for major AMI/AMR vendors and have intimate knowledge of AMR and AMI technologies. We understand the insides of operations, technology strengths and weaknesses, communication and network topologies, future vendor roadmaps, and industry trends. Understanding the technology and the vendor's ability to deliver is important. We can help you understand the operational benefits of selected technologies and whether those benefits outweigh an upgrade path on the current AMR solution. We will present to you a full evaluation to be included in the AMR/AMI feasibility study report that considers the following:

- Metering technology
- Network topologies and fit for use
- Features and functions, including leak detection, pressure monitoring, interval data, etc.
- System Integration considerations, including billing, GIS, SCADA, etc.
- Staff training and technology adoption



- Community benefits
- Customer portals
- Analytics and data processing
- Contracting
- Warranty
- Expected product life
- Ongoing maintenance and operation

2.6 Financial Analysis

After completing the business process readiness assessment, we will take the information gathered for the City's specific processes, goals, and vision and combine that with our industry knowledge to create a financial and cost-benefit analysis where items such as payback year, net present value, ROI, cashflow and funding options are discussed. Typical items that are discussed include:

- Typical upfront system costs:
 - Metering endpoints
 - Communication networks
 - Head-end system licensing
 - System integrations
 - Professional services and training
 - Vendor field installations
 - Customer communication and outreach
- Typical ongoing costs:
 - Managed service options: software as a service (SAAS), network as a service (NAAS)
 - Ownership costs
- Recommendations on product expected lifecycles and scheduled conversions
- Grant and alternative funding source insights

The information will be compiled and presented as part of the AMR/AMI Feasibility Study Report. Cost/savings break-even analysis considers the City's unique business, environmental and social factors, including special impacts such as non-revenue water loss reduction, which can significantly accelerate the payback curve (Figure 2-4).

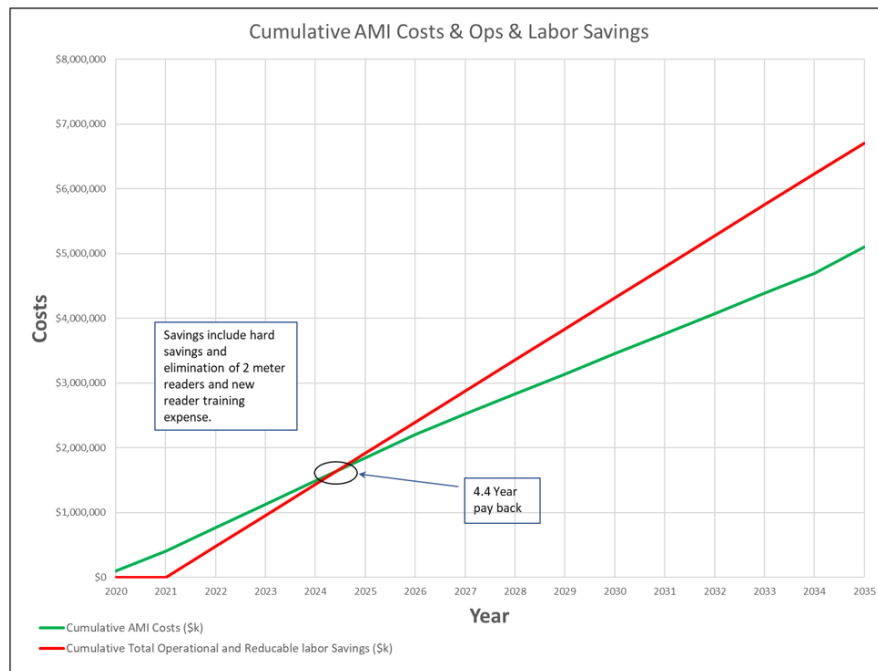


Figure 2-4. Example Cost Payback Chart

2.6.1 Grant Assistance

Quanta Technology actively works with clients through a full lifecycle of grant assistance processes, from providing eligibility assessments to helping develop a strategic roadmap, prioritization, and partnering with our clients on funding proposals and applications. An overview of the process is shown in Figure 2-5.

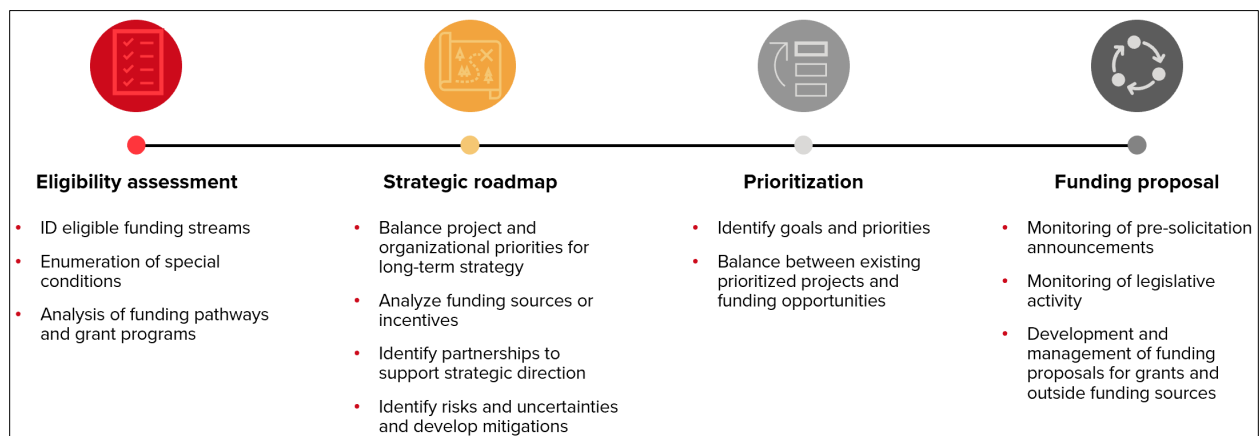


Figure 2-5. Grant Assistance Process Overview

Specific services beyond general insights and recommendations included in the financial analysis can be discussed and offered separately per request.



2.7 Business Case Recommendation

Quanta Technology will deliver a comprehensive AMR/AMI Feasibility Study Report that will include up to three alternatives for implementing an AMR or AMI system, including one option based on leveraging the City's current AMR system as part of an upgraded effort. A comprehensive recommendation will be produced, including all aspects (metering hardware, communication infrastructure, head-end applications, etc.), as well as the advantages and disadvantages of each option. The feasibility study will document all the key considerations taken in earlier tasks, such as the technology evaluation, financial analysis, risks and mitigation recommendations, solution delivery recommendations including potential phasing of installation, recommended project approaches, key recommendations for system integrations including the billing integration with Tyler Technologies leveraging our current experiences with Tyler Technologies' systems on other projects.

2.8 AMR/AMI Implementation Plan and Roadmap

Included in the business readiness assessment is an effort to help the City develop a strategic roadmap that assesses the current state, gaps, and both short-term and long-term objectives in line with the City's strategic objectives, vision, and goals. As part of this effort, we will develop a Systems Priorities model similar to the hierarchy in Figure 2-6, where strategic needs are shown in order of priority. The interviews conducted during the onsite workshops will develop high-level and short- and long-term strategic priorities.

The starting point will be a broad list of available AMI functionality. During discussions with the City, we will document the priorities and justify the functionality. A more specific definition of the functionality will be developed. Finally, the foundational components necessary to support the functionality will be defined. Implementation considerations will also be presented, including system dependencies, implementation schedule timelines, and phasing or deployment strategies where appropriate.

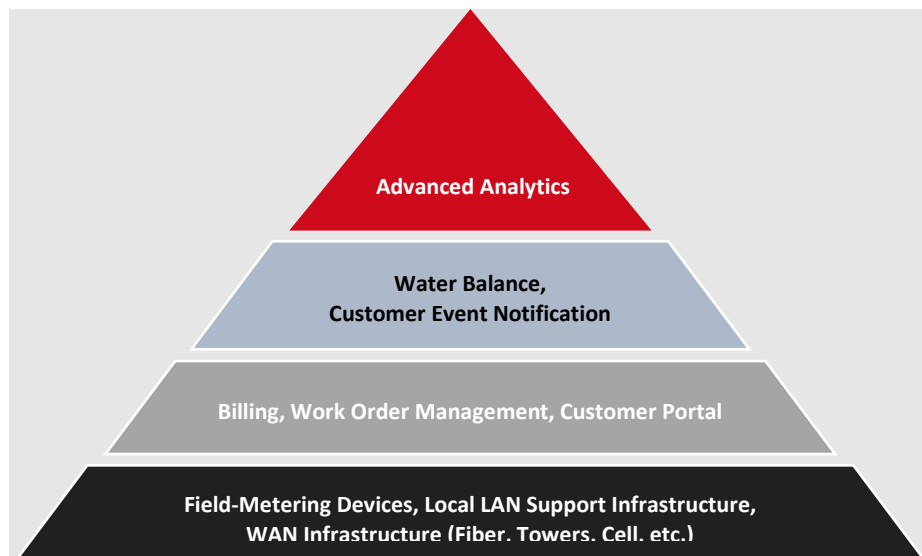


Figure 2-6. Example of AMI Implementation Hierarchy



2.9 Communication Plan

Customer outreach (and engagement) is one of Quanta Technology's pillars of project success. We will lead and coordinate customer outreach, education, and communication planning activities. Typically, this involves communication via multiple means (e.g., digital, web presentation, educational videos, and printed materials) leading up to mass deployment. Special emphasis is placed on communicating benefits and the reasoning behind the technology investment and addressing customer concerns around privacy, billing, and health impacts. Our communication planning also includes scripting for customer touch points such as customer services representatives and field installers, ensuring consistent communication throughout the deployment. We have also seen success in utilizing a community outreach AMI Day event performed with the solution provider. The event exposes the community to the technology and provides a public forum for presentations and meaningful conversation, dialogue, and question/answer exchanges.

In parallel with customer communication efforts, we will also develop a plan for communication with internal project stakeholders considering frequency, type of communication, content, and prioritization.

2.10 Deliverables Summary

The following is a summary of the proposed deliverables and expected City needs.

Table 2-2. Proposed Deliverables

| # | Deliverable | Scope of Services Items | City Needs |
|---|--|--|--|
| 1 | Kickoff meeting notes | <ul style="list-style-type: none">• Project initiation | <ul style="list-style-type: none">• Complete information request packet• CIS account data |
| 2 | PM project workbook (containing team contacts, action register, meeting notes, schedule, etc.) | <ul style="list-style-type: none">• Project management/ planning | <ul style="list-style-type: none">• Assign City PM/lead• Participation in project calls, completing assigned actions, participating in planning |
| 3 | AMI priorities report/strategic roadmap | <ul style="list-style-type: none">• AMR/AMI implementation plan | <ul style="list-style-type: none">• Project stakeholder participation |
| 4 | Feasibility Study Report | <ul style="list-style-type: none">• Business process review outcomes (findings, notes, process impacts/gaps, etc.)• Water infrastructure assessment• Billing system compatibility assessment (Tyler Technologies)• AMR and AMI technology evaluation• Financial analysis• Business case recommendation• Communication plan | <ul style="list-style-type: none">• Project stakeholder participation for respective areas |



2.10.1 Optional Project Services

The following optional services can be offered upon request. These services are designed to provide additional support as deemed necessary by our clients.

Table 2-3. Optional Project Services

| # | Service Item | Description |
|---|---------------------------------------|--|
| 1 | Data cleansing support | <p>We will provide one of our data analysts to work alongside City staff to support data corrections to obtain a good representation of the meter population and proposed AMI replacements or retrofits. Typical data includes the following:</p> <ul style="list-style-type: none">• Water meter sizes• Water meter types (compound, etc.)• Water services classes (e.g., potable, reclaimed, etc.)• GIS coordinates (LAT/LONG) for all metering endpoints• GIS coordinates for any mounting assets for network infrastructure |
| 2 | Field water infrastructure assessment | <p>We can conduct field audits on an agreed number of representative sites to assess water pit conditions, conditions and composition of meter box lids, meter boxes, plumbing infrastructure conditions and piping materials, hardscape services, meter access (e.g., confined spaces, hazardous areas), meter configurations (e.g., setter, riser, straight pipe), and shutoff valve configurations. In addition, we can visit system boundary points for potential future water balance computations and look for possible network access points, such as existing antenna locations and mounting points.</p> |



3 REFERENCES

3.1 Active Project References

City of Newberry, Florida: Phase 3—AMI System Implementation

Project Value Drivers:

Community involvement and outreach, improved customer service

Provided Services:

The project is currently in its final stages of water meter replacements, entering the final acceptance testing phase to validate key requirements and KPI performance metrics. The project is on track to be completed as scheduled and per the approved budget. Quanta Technology provided the following services:

- Demonstration board setup/oversight for system integration testing
- Oversight for SOW development with integrating systems
- Functional system acceptance test (FSAT) development and execution
- System integration
- Community outreach, including the AMI Day event
- Field deployment readiness planning and preparation
- Mass deployment project management oversight

The project is also metering system boundaries in preparation for conducting an AWWA water balance to categorize non-revenue water losses.

Project Profile

2.1 K water endpoints

1.9 K electric endpoints

Water-only areas

Performance Period:

2021–Current

Contract Value:

Confidential (see reference)

Customer Reference

Mike New

City Manager

25440 W. Newberry Rd

Newberry, FL 32669

MNew@NewberryFL.gov

(352) 472-2161

(352) 472-7026 (Fax)

City of Clewiston, Florida: Phase 3—AMI System Implementation

Project Value Drivers:

Non-revenue water loss reduction, customer pre-pay

Provided Services:

The project currently performs system integrations with its CIS provider for account and billing information. Meter production lead times are challenging, driving the need to creatively stage the project for optimal deployment given supply chain constraints. Quanta Technology provided the following services:

- Demonstration board setup and oversight to support system integration testing
- Oversight for SOW development with integrating systems
- Functional system acceptance test (FSAT) development
- System integration

Project Profile

4.1 K water endpoints

4.5 K electric endpoints

Water-only areas

Performance Period:

2021–Current

Contract Value:

Confidential (see reference)

Customer Reference

Randy Martin

City Manager,

115 W Ventura Ave.

Clewiston, FL 33440

randy.martin@clewiston-fl.gov

(863) 983-1454 Ext. 5



New Smyrna Beach Utilities, Florida: Phase 2—AMI Vendor Selection

Project Value Drivers:

Grid modernization and water operations improvements

Provided Services:

The project is currently in the RFP bid process evaluating vendor responses. Quanta Technology provided the following services:

- RFP bid packet preparation and commercial term incorporation
- RFP issuance
- Vendor presentations
- Response to vendor questions
- Vendor bid compliance
- Project stakeholder/City Council presentations

Project Profile

21 K water endpoints
29 K electric endpoints

Performance Period:

2022–Current

Contract Value:

Confidential. See reference

Customer Reference

Joe Bunch, GM/CEO
200 Canal St, PO Box 100
New Smyrna Beach, FL 32168
jbunch@ucnsb.org
(386) 424-3000

3.2 Completed Project References

City of Clewiston, Florida: Phases 1 and 2—AMI Requirements & Business Readiness, Vendor Selection

Project Value Drivers:

Non-revenue water loss reduction, customer pre-pay

Provided Services:

Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.

Project Profile

4.1 K water endpoints
4.5 K electric endpoints
Water-only areas

Performance Period:

2019–2021

Contract Value:

Confidential (see reference)

Customer Reference

Randy Martin
City Manager,
115 W Ventura Ave.
Clewiston, FL 33440
randy.martin@clewiston-fl.gov
(863) 983-1454 Ext. 5



**New Smyrna Beach Utilities, Florida: Grid Modernization Strategy/Roadmap and Phase 1—
AMI Requirements and Business Readiness**

Project Value Drivers:

Grid modernization and water operations improvements

Provided Services:

Quanta Technology was hired in March 2019 to develop a grid modernization strategy and roadmap for NSBU. NSBU had recently defined its Vision, Mission, and Value statement, which was used as the basis for the roadmap development. The roadmap was aimed at modernizing their planning and operating capabilities to enhance and strengthen grid operations and to prioritize infrastructure capital investment plans.

After the roadmap creation, Quanta Technology was hired to implement their AMI Program, specifically Phase 1—AMI Requirements and Business Readiness. As part of that effort, Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Project Profile

21 K water endpoints

29 K electric endpoints

Performance Period:

2019–2022

Contract Value:

Confidential (see reference)

Customer Reference

Joe Bunch, GM/CEO

200 Canal St, PO Box 100

New Smyrna Beach, FL 32168

jbunch@ucnsb.org

(386) 424-3000

City of Newberry, Florida: Phases 1 and 2—AMI Requirements and Business Readiness, Vendor Selection

Project Value Drivers:

Non-revenue water loss reduction, customer pre-pay

Provided Services:

Phase 1—AMI Requirements and Business Readiness: Quanta Technology provided business readiness and gap analysis, assessment of AMI readiness, business process mappings, AMI priorities, cost-benefit analysis, system requirement definition, RFP development, vendor pre-qualification, and project stakeholder/City Council presentations.

Phase 2—Vendor Selection: Quanta Technology provided support for vendor selection and procurement, including RFP issuance, Vendor Q/A support, bidder response compliance reviews, vendor scoring/ranking, final vendor recommendation, contract development/negotiation support, and project stakeholder/City Council presentations.

Project Profile

2.1 K water endpoints

1.9 K electric endpoints

Water-only areas

Performance Period:

2019–2021

Contract Value:

Confidential (see reference)

Customer Reference

Mike New

City Manager

25440 W. Newberry Rd

Newberry, FL 32669

MNew@NewberryFL.gov

(352) 472-2161

(352) 472-7026 (Fax)



4 RATES AND FEES

4.1 T&M Advisory Services

Quanta Technology offers the scope of work, deliverable items, and project team described in this proposal on a T&M basis for delivering proposed advisory services. These services are broken down into requested Scope of Services Tasks. All associated travel is billed on a cost basis with no markup. Travel estimates are detailed in Section 4.3.

The project estimated hours and anticipated costs are calculated based on the scope of work and the assumptions outlined in this proposal. Travel will be expensed as incurred on a monthly basis, all net 30 days. The quotation is exclusive of taxes, which are the customer's sole responsibility.

Table 4-1. Estimated Cost for Advisory Services

| Phase 1 Advisory Services | Estimated Hours | Supplies/Materials/ Other Costs | Estimate Advisory Services Cost |
|---|-----------------|---------------------------------|---------------------------------|
| Project Description/Project Management | 58 | \$0 | \$14,504 |
| Assessment of Existing Metering System <ul style="list-style-type: none"> Water Infrastructure Assessment Business Process Readiness Assessment | 132 | \$0 | \$36,032 |
| Billing Compatibility Assessment | 16 | \$0 | \$4,432 |
| AMR and AMI Technology Evaluation | 48 | \$0 | \$13,296 |
| Financial Analysis | 34 | \$0 | \$9,352 |
| Business Case Recommendation | 24 | \$0 | \$6,648 |
| AMR/AMI Implementation Plan | 24 | \$0 | \$6,736 |
| Communication Plan | 12 | \$0 | \$3,368 |
| Total | 348 | \$0 | \$94,368 + Travel |

4.2 Hourly Rate Schedule

Table 4-2. Quanta Technology Standard Hourly Rates for 2022

| Title | Standard Rates (USD) |
|------------------------------|----------------------|
| AMI SME/Principal Advisor | \$288 |
| AMI SME/Senior Advisor | \$244 |
| Senior Project Manager | \$244 |
| Senior Engineer/Data Analyst | \$163 |
| Geospatial Engineer | \$147 |
| Grants Consultant | \$147 |



4.3 Travel

Travel, lodging, and materials will be billed at cost with no markup. Typical travel trips required to support the project implementation are shown below. All travel tied to T&M-provided services will be rendered as the project requires and billable at cost.

Table 4-3. Proposed Travel Expense Cost Estimate

| Item | Trips | Days | Staff | Cost Estimate |
|---|-------|------|-------|---------------|
| Project Initiation/Business Process Workflows | 1 | 3 | 3 | \$3,675 |
| Field Assessment | 1 | 1 | 1 | \$775 |
| Feasibility Study Results/Presentation | 1 | 1 | 2 | \$1500 |
| | | | Total | \$5,950 |

4.4 Assumptions

The following assumptions have been made in developing the cost and schedule for this proposal.

Table 4-4. Project Assumptions

| Item | Assumptions |
|---------|---|
| General | |
| 1 | There is a fixed start date within 14 days of contract signing. |
| 2 | If the project scope or duration changes, we will work with the City team to assess impacts and work through a documented change order process accordingly. |
| 3 | All project travel is billed at cost. Additional travel beyond what is included must be mutually agreed upon and approved. |
| 4 | The City will provide contact points to answer or approve general day-to-day inquiries that may arise as work progresses. These contact points may be one person from each key function or department (e.g., IT, finance, billing, water meter shop, etc.). |
| 5 | The City project stakeholders will participate in scheduled weekly status calls and will work on assigned action items in a reasonable timeframe. |
| 6 | The City's finance/billing manager and IT staff will also be available as needed. |
| 7 | The required City CIS account data, including meter and location data, will be provided to Quanta Technology in a reasonable timeframe and be of reasonable quality. |
| 8 | Out-of-scope activities would be handled via a documented change order. |



| Item | Assumptions |
|---|---|
| Phase 1—Requirements and Readiness | |
| 9 | Quanta Technology team members will review existing City operations, data, and assets onsite. |
| 10 | The City will be available for interviews during the onsite operations review and other tasks as required. |
| 11 | The presentation of onsite meeting findings will be via a web conference. |
| 12 | The City will, at a minimum, provide addresses for each water metering endpoint (latitude/longitude data preferred) |

4.5 Expiration Date

This offer is valid for 90 days from the date of issue. For information about extensions of the offer, contact Khaled Salem, ksalem@Quanta-Technology.com (919) 817-5696.

ATTACHMENT B FEE SCHEDULE

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$100,318 as summarized below. The total lump sum fee shall be considered full compensation of the services described in EXHIBIT 'A', including all labor, materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

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EXHIBIT C – SCHEDULE

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:


By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

By:  _____

Name: David Elizondo

Title: Vice President, Global Business Development

Date: February 24, 2023

**APPROVED AS TO FORM AND
LEGALITY:**

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

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.

Quanta Technology LLC
Raleigh, NC United States

Certificate Number:
2022-950900

Date Filed:
11/01/2022

Date Acknowledged:

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

City of Burleson, TX

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.

2022-023

Produce a project plan, which shall provide work breakdown roles and structure from existing operations, scheduling, budget, staff requirements, risk plan, communication plan, quality control plan...

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Quanta Services Inc | Houston, TX United States | X | |
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5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

My address is 4020 Westchase Blvd, Suite 200, Raleigh, NC, 27607, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Wake County, State of North Carolina, on the 20th day of February, 20 23.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: March 6, 2023

SUBJECT:

Consider approval of a resolution authorizing an advance funding agreement (AFA) with the Texas Department of Transportation for the Highway Safety Improvement Program grant in the amount of \$89,329. (*Staff Contact: Eric Oscarson, Director of Public Works*)

SUMMARY:

In 2020, a project was identified to implement an Intelligent Traffic System (ITS) across the traffic signals within the City. This new system would upgrade the hardware and software at all intersections to improve vehicular mobility. The initial project was identified to cost over \$3,000,000. In 2021, the city applied for a grant to assist with the implementation of ITS along the Alsbury Blvd corridor.

In May 2022, a GO Bond was passed by the citizens that included the implementation and funding for the ITS system. Later that year, staff was notified that it had been awarded the grant for the implementation of upgrades to all the traffic signals along the Alsbury Blvd. corridor. These upgrades will include new vehicle detection, cameras, traffic hardware and software.

The City applied for the Texas Department of Transportation Highway Safety Improvement Program (HSIP) on November 17th, 2021, for signal improvements along the stretch of Alsbury Blvd. from IH 35 to FM 731. The project was approved on August 4th, 2022. It qualified for G-Match funding removing the City's requirement to participate in 10% of the construction costs.

The grants requirements focus on distracted driving, intersection safety, older road users and pedestrian safety. These improvements include new traffic signal controllers, traffic signal communications, and new vehicle detection to help address the grants requirements. Project design milestone dates are: 60% submittal on 4/2/23, 90% on 6/16/23, 95% on 8/4/23, and 100% on 8/30/23. Construction should let in Jan. 2024, with material procurement lasting 2 months and construction lasting 4 months.

As part of the grant process, the city must pass a resolution and execute an advanced funding agreement to accept the grant. Once accepted, the city will be completing design of the improvements and anticipate beginning construction in December 2023. The City will be

responsible for a total of \$89,329 for design and associated administrative costs, and receive funding in the amount of \$743,590 for construction.

OPTIONS:

- 1) Approval of a resolution authorizing an advance funding agreement with the Texas Department of Transportation for the Highway Safety Improvement Program grant in the amount of \$89,329.
- 2) Deny a resolution authorizing an advance funding agreement with the Texas Department of Transportation for the Highway Safety Improvement Program grant in the amount of \$89,329.

RECOMMENDATION:

Staff recommends approval of a resolution authorizing an advance funding agreement with the Texas Department of Transportation for the Highway Safety Improvement Program grant in the amount of \$89,329.

FISCAL IMPACT:

Project Name: TR2301 – Traffic Signal Alsbury HSIP Grant

Full Account #s: 365-7500-439.72-98

Amount: \$89,329

STAFF CONTACT:

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

ALSBURY HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT ADVANCED FUNDING AGREEMENT March 6, 2023



TXDOT 2021 HSIP PROGRAM

● 2021 HIGHWAY SAFETY IMPROVEMENT PROGRAM

- Focuses on Distracted Driving.
- Intersection Safety.
- Older Road Users.
- Pedestrian Safety.

● GRANT PROCESS

- APPLIED ON NOVEMBER 17, 2021.
- CITY APPROVED FOR GRANT ON AUGUST 4TH, 2022.
- QUALIFIED FOR G-MATCH PROGRAM REMOVING CITIES MATCHING PARTICIPATION OF THE 10% CONSTRUCTION REQUIREMENT.
- CITY STILL RESPONSIBLE FOR INDIRECT COSTS (DESIGN, PLAN REVIEWS, MEETINGS, ETC).



Highway Safety
Improvement Program

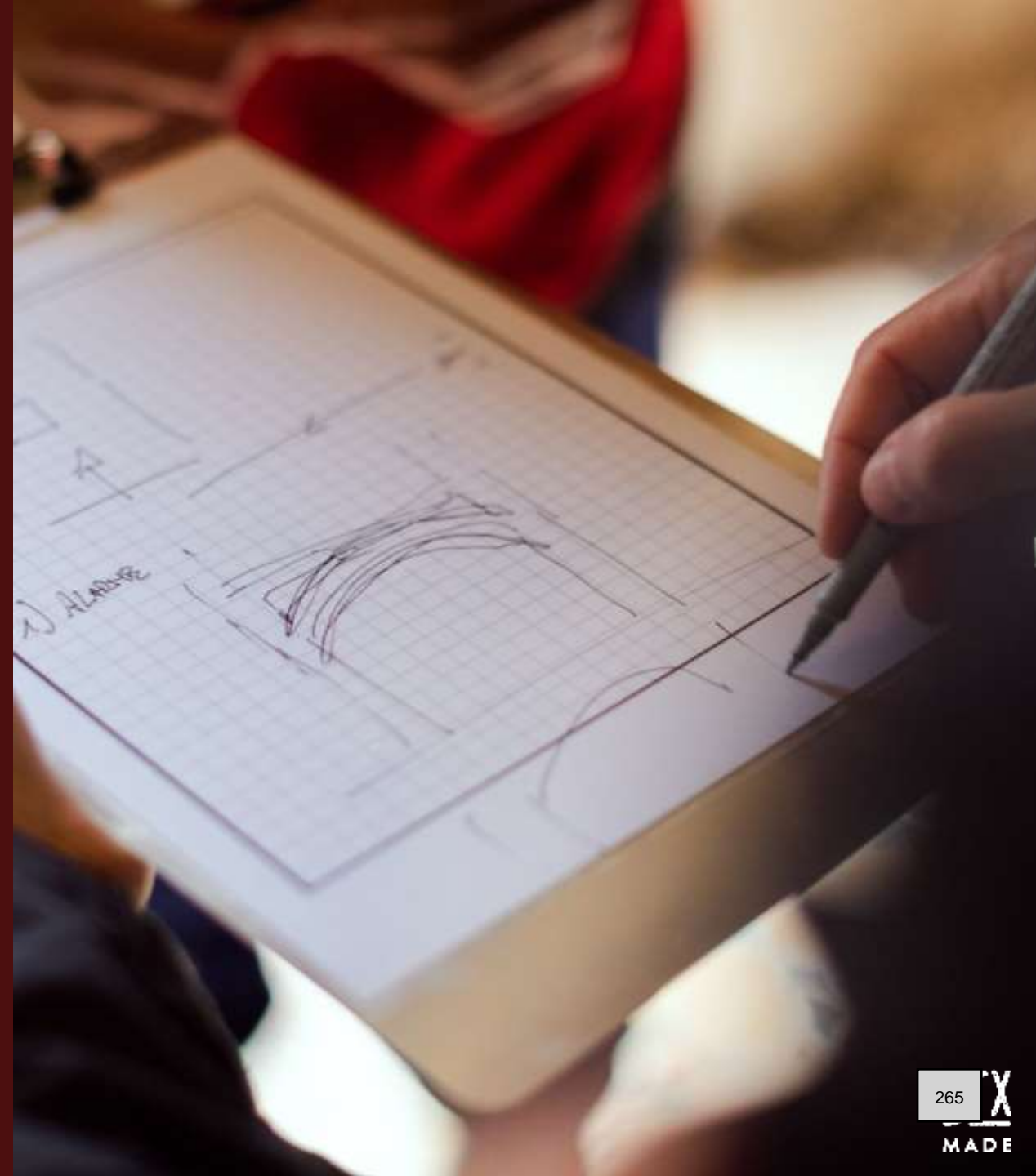
PROJECT SELECTION

1 IMPROVEMENTS

- Replace end of life vehicle detection.
- Install flashing yellow operations.
- Install traffic signal communications.
- Add traffic signal performance measures.

2 ALSBURY CORRIDOR

- Alsbury Blvd & John Jones Dr.
- Alsbury Blvd & Summercrest Blvd.
- Alsbury Blvd & Renfro St.
- Alsbury Blvd & Heberle Dr.
- Alsbury Blvd & Hemphill St.
- Alsbury Blvd & IH 35W (Southbound Frontage Road).
- Alsbury Blvd & IH 35W (Northbound Frontage Road).



INTELLIGENT TRANSPORTATION STRATEGIC PLAN 2019

- **IDENTIFIED NEEDED IMPROVEMENTS
FOR TRAFFIC SIGNAL OPERATIONS.**

- Adding signal communications.
- Replacing signal controllers.
- Replacing vehicle detection.
- Implementing signal performance measures.

- **HSIP GRANT SUPPORTS THIS PLAN**

- Replaces all signal controllers
- Replaces all vehicle detection.
- Replaces all vehicle detection.
- Implements signal performance measures.
- Grant cannot be combined with other projects.



PROJECT TIMELINE

1 Project Timeline

- 60% Submittal 4/2/23.
- 90% Submittal 6/16/23.
- 95% Submittal 8/4/23.
- 100% Submittal 8/30/23.
- Construction letting Jan. 2024.
- Anticipated 2 months for procurement.
- Anticipated 4 months for construction.



RESOLUTION SPECIFICS



REQUIRED BY TXDOT

1

CITY TO FUND 100% OF ENGINEERING DESIGN & ASSOCIATED COST OVERRUNS

- Design underway at a cost of \$35,500
- Other costs \$53,829.
- Total City cost of \$89,329

2

CITY TO FUND ANY COST OVERRUNS ASSOCIATED WITH ENVIRONMENTAL ASSESSMENT

- TxDOT providing Environmental Assessment, no additional costs anticipated.

3

CITY TO FUND ANY COST OVERRUNS ASSOCIATED WITH RIGHT-OF-WAY ACQUISITION

- All work provided in existing City Rights of Way, no additional costs anticipated.

4

AUTHORIZE THE CITY MANAGER TO EXECUTE ADVANCE FUNDING AGREEMENT

5

PROPOSED AFA DOES INCLUDE LANGUAGE REGARDING FUNDING FOR CONSTRUCTION

- Grant funded construction cost of \$743,590.

OPTIONS

RECOMMENDED



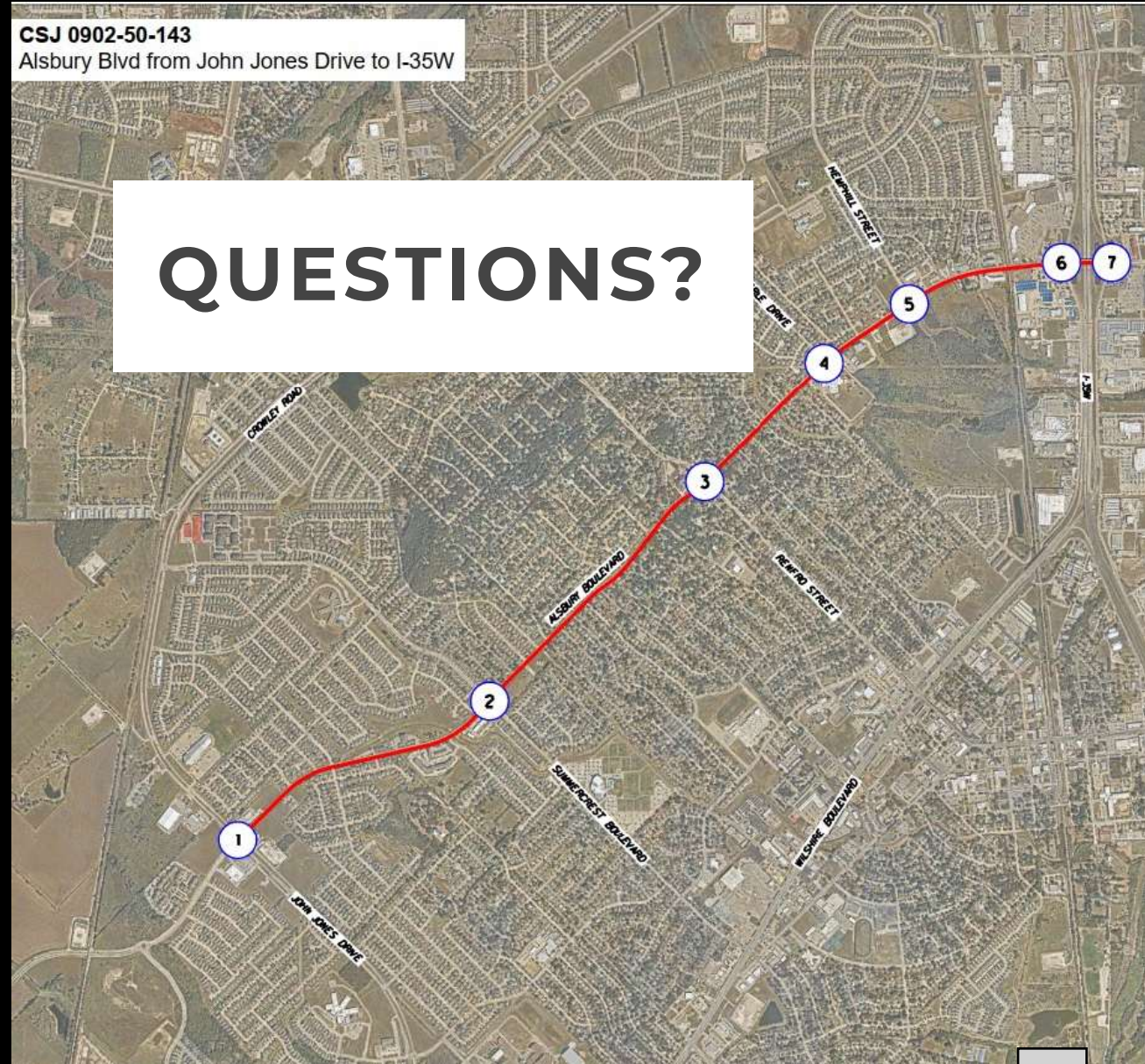
APPROVE

Approve of a Resolution of Support for the Alsbury HSIP project authorizing the Advance Funding Agreement between the City and State of Texas.



DENY

Deny a Resolution of Support for the Alsbury HSIP project authorizing the Advance Funding Agreement between the City and State of Texas.



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON AUTHORIZING AN ADVANCE FUNDING AGREEMENT FOR TRAFFIC SIGNAL IMPROVEMENTS, INTERCONNECT SIGNALS, AND INSTALLATION OF FLASHING YELLOW ARROWS ON ALSBURY BLVD FROM FM 731 (JOHN JONES DR) TO IH 35W NORTHBOUND FRONTAGE ROAD, BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND PROVING AN EFFECTIVE DATE.

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

WHEREAS, the City is authorized to enter into contracts with the State of Texas, including advance funding agreements with the Texas Department of Transportation; and

WHEREAS, the City Council has been presented a proposed advance funding agreement by and between the City of Burleson, Texas (the “City”), and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for traffic signal improvements, interconnect signals, and installation of flashing yellow arrows on Alsbury Blvd from FM 731 (John Jones Dr) to IH 35W northbound frontage road (CSJ# 0902-50-143) (hereinafter the “Alsbury Signal Improvement Project”); and

WHEREAS, the City Council supports entering into an advance funding agreement with the State of Texas acting by and through the Texas Department of Transportation for the SH 174 Widening Project; and

WHEREAS, the City possesses the funds on hand to participate in the Alsbury Signal Improvement Project, specifically in account 365-7500-439.72-98, and is committed, subject to the terms and conditions of the final advance funding agreement, to paying overruns as specified in the final advance funding agreement;

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

Section 1.

The City Council authorizes entering into an advance funding agreement for the Alsbury Signal Improvement Project, which provides funding for traffic signal improvements, interconnect signals, and installation of flashing yellow arrows on Alsbury Blvd from FM 731 (John Jones Dr) to IH 35W northbound frontage road (CSJ# 0902-50-143).

Section 2.

The City Council hereby designates the City Manager, Bryan Langley, as the City's authorized official with the authority to execute an advance funding agreement on behalf of the City. The City Council hereby directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation.

Section 3.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 4.

This resolution shall be effective immediately upon final passage.

PASSED, APPROVED, AND DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

| | | | | | |
|-----------------|---------------------|--------|-----------|---|-----------------------------------|
| TxDOT: | | | | Federal Highway Administration: | |
| CSJ # | 0902-50-143 | | | CFDA No. | 20.205 |
| District # | 02-FTW | AFA ID | Z00004685 | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 06600 | | | | |
| Project Name | VA; Alsbury, 1 of 1 | | | AFA Not Used For Research & Development | |

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT **For** **Safety-Highway Safety Improvement Program** **Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Burleson**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** and **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Signal Improvements, Interconnect Signals and Installation of Flashing Yellow Arrows**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

| | | | | | |
|------------------------|---------------------|---------------|-----------|--|-----------------------------------|
| TxDOT: | | | | Federal Highway Administration: | |
| CSJ # | 0902-50-143 | | | CFDA No. | 20.205 |
| District # | 02-FTW | AFA ID | Z00004685 | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 06600 | | | | |
| Project Name | VA; Alsbury, 1 of 1 | | | <i>AFA Not Used For Research & Development</i> | |

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

| | | | |
|----|------------------|---|------------|
| 1. | N/A | Utilities | Article 8 |
| 2. | N/A | Environmental Assessment and Mitigation | Article 9 |
| 3. | Local Government | Architectural and Engineering Services | Article 11 |
| 4. | State | Construction Responsibilities | Article 12 |
| 5. | N/A | Right of Way and Real Property | Article 14 |

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Traffic Signal Improvements, Interconnect Signals and install flashing yellow arrow on Alsbury Road from FM 731 (John Jones Drive) to IH 35W, Northbound Frontage Road.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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| District # | 02-FTW | AFA ID | Z00004685 | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 06600 | | | | |
| Project Name | VA; Alsbury, 1 of 1 | | | AFA Not Used For Research & Development | |

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

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| CSJ # | 0902-50-143 | | | CFDA No. | 20.205 |
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| Code Chart 64 # | 06600 | | | | |
| Project Name | VA; Alsbury, 1 of 1 | | | AFA Not Used For Research & Development | |

- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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| TxDOT: | | | | Federal Highway Administration: | |
| CSJ # | 0902-50-143 | | | CFDA No. | 20.205 |
| District # | 02-FTW | AFA ID | Z00004685 | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 06600 | | | | |
| Project Name | VA; Alsbury, 1 of 1 | | | AFA Not Used For Research & Development | |

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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| TxDOT: | | | | Federal Highway Administration: | |
| CSJ # | 0902-50-143 | | | CFDA No. | 20.205 |
| District # | 02-FTW | AFA ID | Z00004685 | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 06600 | | | | |
| Project Name | VA; Alsbury, 1 of 1 | | | AFA Not Used For Research & Development | |

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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| TxDOT: | | | | Federal Highway Administration: | |
| CSJ # | 0902-50-143 | | | CFDA No. | 20.205 |
| District # | 02-FTW | AFA ID | Z00004685 | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 06600 | | | | |
| Project Name | VA; Alsbury, 1 of 1 | | | AFA Not Used For Research & Development | |

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance

| | | | | | |
|------------------------|----------------------------|---------------|------------------|--|--|
| TxDOT: | | | | Federal Highway Administration: | |
| CSJ # | 0902-50-143 | | | CFDA No. | 20.205 |
| District # | 02-FTW | AFA ID | Z00004685 | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 06600 | | | | |
| Project Name | VA; Alsbury, 1 of 1 | | | AFA Not Used For Research & Development | |

verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| Local Government: | State: |
|---|---|
| City of Burleson ATTN: City Manager 141 W. Refro Street Burleson, TX 76028 | Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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|-----------------|---------------------|--------|-----------|--|-----------------------------------|
| TxDOT: | | | | Federal Highway Administration: | |
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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

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procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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| District # | 02-FTW | AFA ID | Z00004685 | CFDA Title | Highway Planning and Construction |
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| Project Name | VA; Alsbury, 1 of 1 | | | AFA Not Used For Research & Development | |

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment

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and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

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to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

Bryan Langley
Typed or Printed Name

City Manager
Typed or Printed Title

Date

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|------------------------|---------------------|---------------|-----------|--|-----------------------------------|
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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding until the funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description | Total Estimated Cost | Federal Participation | | State Participation | | Local Participation | |
|-----------------------------------|----------------------------|--------------------------|------------------|------------------------|-----------------|------------------------|-----------------|
| | | % | Cost | % | Cost | % | Cost |
| Engineering (by Local Government) | \$35,500 | 0% | \$0 | 0% | \$0 | 100% | \$35,500 |
| Construction (by State) | \$743,590 | 100% | \$743,590 | 0% | \$0 | 0% | \$0 |
| Subtotal | \$779,090 | | \$743,590 | | \$0 | | \$35,500 |
| Environmental Direct State Costs | \$1 | 0% | \$0 | 0% | \$0 | 100% | \$1 |
| Right of Way Direct State Costs | \$1 | 0% | \$0 | 0% | \$0 | 100% | \$1 |
| Engineering Direct State Costs | \$1,775 | 0% | \$0 | 0% | \$0 | 100% | \$1,775 |
| Utility Direct State Costs | \$1 | 0% | \$0 | 0% | \$0 | 100% | \$1 |
| Construction Direct State Costs | \$52,051 | 0% | \$0 | 0% | \$0 | 100% | \$52,051 |
| Indirect State Costs | \$36,851 | 0% | \$0 | 100% | \$36,851 | 0% | \$0 |
| TOTAL | \$869,770 | | \$743,590 | | \$36,851 | | \$89,329 |

Initial payment by the Local Government to the State: \$1,778.00
Payment by the Local Government to the State before construction: \$52,051.00
Estimated total payment by the Local Government to the State \$53,829.00.
This is an estimate. The final amount of Local Government participation will be based on actual costs.

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| Project Name | VA; Alsbury, 1 of 1 | | | <i>AFA Not Used For Research & Development</i> | |

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works

MEETING: March 6, 2023

SUBJECT:

Consider approval of an amendment to the professional services contract (CSO#1353-05-2020) with Freese and Nichols, Inc. for the Water / Wastewater Masterplan, Impact Fee Study, and America's Water Infrastructure Act (AWIA) of 2018 Development Plan in the amount of \$48,500.00 for a total contract amount of \$428,500.00 (*Staff Contact: Errick Thompson, Deputy Director of Public Works*)

SUMMARY:

Masterplans are effective planning tools that provide guidance for capital improvement planning and are typically updated periodically with frequency determined by factors such as development and growth within an area. Burleson's population has more than doubled since 2000. As a result, masterplans play a critical role in fiscal planning to meet the community's infrastructure needs.

The current Burleson Water / Wastewater Masterplan was adopted in 2015. In 2020, Freese and Nichols, Inc. was awarded a contract to update the masterplan and related scope of work as mandated by the America's Water Infrastructure Act (AWIA) of 2018 through the U.S. Environmental Protection Agency (EPA). A contract included the following major tasks:

- Update the water and wastewater masterplan report including capital improvement projects (approximately 95% complete)
- Complete a Risk and Resilience assessment (complete)
- Develop an emergency action plan (complete – and required to be evaluated and updated as necessary every 5 years)
- Update impact fee study based on water and wastewater capital improvement projects (draft report will be provided once identification of capital projects are finalized)

On May 16, 2022, staff provided a summary on the progress of the masterplan update. Over the course of 2021 and 2022, a number of relatively large private developments have been proposed that could result in significant impacts to both the water and wastewater infrastructure systems and impact fees. These potential developments were not included in the original scope of the masterplan update contract. Several of these large developments have gained momentum and will be moving forward with formal development plan submittals. The purpose of the proposed

contract amendment is to have these potential developments incorporated into the masterplan, impact fee study, and resulting capital planning. Including this additional information now results in a more comprehensive and fiscally responsible approach to supporting future development within the City to the extent practical based on what is known today. The proposed amendment will provide infrastructure recommendations to support potential development over a 20-year horizon.

The additional scope of work will also provide more data for the impact fee study, ultimately providing the City Council with valuable information to effectively evaluate the need for any changes in impact fees. As you know, impact fees help to offset future costs of infrastructure improvements by decreasing the burden on water and wastewater rate payers.

OPTIONS:

- 1) Approve an amendment to the professional services contract with Freese and Nichols, Inc. for the Water / Wastewater Masterplan, Impact Fee Study, and AWIA Development Plan in the amount of \$48,500.00 for a total contract amount of \$428,500.00
- 2) Deny an amendment to the professional services contract with Freese and Nichols, Inc. for the Water / Wastewater Masterplan, Impact Fee Study, and AWIA Development Plan in the amount of \$48,500.00 for a total contract amount of \$428,500.00

RECOMMENDATION:

Approve an amendment to the professional services contract with Freese and Nichols, Inc. for the Water / Wastewater Masterplan, Impact Fee Study, and AWIA Development Plan in the amount of \$48,500.00 for a total contract amount of \$428,500.00

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

May 4, 2020 – City Council approved the professional services agreement with Freese and Nichols, Inc. in the amount of \$380,000.00

May 16, 2022 – City Council received an update on the draft Water / Wastewater Masterplan

FISCAL IMPACT:

Account – 001-5512-437.32-02

STAFF CONTACT:

Errick Thompson
Deputy Director of Public Works
ethompson@burlesontx.com
817-426-9610

WATER / WASTEWATER MASTER PLAN

Professional Services Contract Amendment



CITY OF BURLESON



**WATER & WASTEWATER
MASTER PLAN UPDATE**

HISTORY

MAY 4, 2020 - CONTRACT APPROVED

MAJOR TASKS INCLUDED

- UPDATING THE WATER AND WASTEWATER MASTERPLAN REPORT INCLUDING CAPITAL IMPROVEMENT PROJECTS (APPROXIMATELY **95% COMPLETE**)
- COMPLETE A RISK AND RESILIENCE ASSESSMENT (**COMPLETE**)
- DEVELOP AN EMERGENCY ACTION PLAN (**COMPLETE** - REQUIRED TO BE EVALUATED AND UPDATED AS NECESSARY EVERY 5 YEARS)
- UPDATE IMPACT FEE STUDY BASED ON WATER AND WASTEWATER CAPITAL IMPROVEMENT PROJECTS (DRAFT REPORT WILL BE PROVIDED ONCE ADDITIONAL CAPITAL PROJECTS ARE IDENTIFIED FROM THE AMENDMENT SCOPE)

MAY 16, 2022 - MASTERPLAN PROGRESS UPDATE PROVIDED TO CITY COUNCIL

| Project Number | Water Project Name | Cost |
|-----------------------------|---|---------------|
| Hydraulic Restriction | | |
| H-A | 16-inch County Road 920 Lower Pressure Plane Transmission Water Line | \$ 3,058,800 |
| H-B | 16-inch Wilshire Boulevard Upper Pressure Plane transmission Water Line | \$ 1,740,200 |
| Hydraulic Restriction Total | | \$ 4,799,000 |
| Growth / Development | | |
| G-A | 12-inch County Road 714 Lower Pressure Plane Water Line | \$ 3,022,900 |
| G-B | 12-inch County Road 802 Upper Pressure Plane Water Line | \$ 1,004,700 |
| G-C | 12-inch FM 731 Lower Pressure Plane Water Line | \$ 1,157,200 |
| G-D | 12-inch I-35 W Lower Pressure Plane Water Line | \$ 2,972,100 |
| G-E | 12-inch Wilshire Boulevard Upper Pressure Plane Water Line | \$ 1,477,100 |
| G-F | 12-inch Village Creek Lower Pressure Plane Water Line | \$ 1,823,900 |
| G-G | 12-inch Wicker Hill Road Upper Pressure Plane Water Line | \$ 846,200 |
| G-H | 12-inch Village Creek Lower & FM 731 Pressure Plane Water Line | \$ 929,900 |
| Growth / Development Total | | \$ 13,234,000 |
| Fireflow / Looping | | |
| F-A | 8-inch Village Creek Lower Pressure Plane Water Line | \$ 633,900 |
| F-B | 12-inch Shoreline Drive Upper Pressure Plane Water Line | \$ 965,800 |
| F-C | 12-inch Willow Creek Lower Upper Plane Water Line | \$ 765,500 |
| F-D | 8-inch County Road 715 Lower Pressure Plane Water Line | \$ 457,500 |
| F-E | 10-inch FM 1187 Lower Pressure Plane Water Line | \$ 314,000 |
| Fireflow / Looping Total | | \$ 3,136,700 |
| Regulatory | | |
| R-A | 2.0 MGD Hulen High Pump Station Expansion | \$ 2,242,500 |
| R-B | 4.0 MGD Industrial Pump Station Expansion / Alsbury #1 Decommission | \$ 4,876,700 |
| R-C | Mountain Valley Pump Station Decommission | \$ 530,500 |
| Regulatory Total | | \$ 7,649,700 |
| Grand Total | | \$ 28,819,400 |

| | Cost |
|--|--------------|
| Placement | \$ 8,328,700 |
| Placement | \$ 1,022,600 |
| Capacity Restriction Improvement Total | \$ 9,351,300 |

| | | |
|---|---|---------------|
| Future Capacity Restriction Improvement | | |
| C-A | Town Creek Basin 36/42-inch Parallel Interceptor | \$ 6,758,900 |
| C-B | Town Creek Basin I-35W 30-inch Parallel Interceptor | \$ 3,955,100 |
| C-E | Town Creek Parkview Drive 10-inch Wastewater Replacement | \$ 829,800 |
| C-F | Willow Creek Basin Wilshire Boulevard 15-inch Parallel Interceptor | \$ 7,071,400 |
| C-G | Willow Creek Basin Wilshire Boulevard 12-inch Parallel Interceptor | \$ 3,298,000 |
| Capacity Restriction Improvement Total | | \$ 21,913,200 |
| Growth / Development Improvement | | |
| G-A | Quil Miller Creek Basin North 10-inch Collector Line | \$ 1,517,500 |
| G-B | Town Creek Basin East Hyder Ranch 12-inch Collector Line | \$ 1,243,900 |
| G-C | Shannon Creek Basin West Hyder Ranch 12-inch Collector Line | \$ 1,372,500 |
| G-D | Shannon Creek Basin SW Hulen Street 12-inch Collector Line | \$ 1,746,200 |
| G-E | Shannon Creek Basin 10-inch Collector Line | \$ 1,181,100 |
| G-F | Shannon Creek Basin County Road 1020 12-inch Collector Line | \$ 1,734,200 |
| G-G | The Lakes 10/12-inch Collector Line | \$ 2,250,000 |
| G-H | Burleson Westside Business Park Lift Station Force Main / Collector | \$ 6,375,500 |
| G-I | Chisholm West Lift Station Force Main / Collector | \$ 7,144,000 |
| G-J | Chisholm Trail Lift Station Force Main / Collector | \$ 1,426,300 |
| G-K | Quil Miller Creek I-35W 15-inch Interceptor | \$ 4,301,200 |
| G-L | Martin Tract Lift Station Force Main / Collector | \$ 3,588,000 |
| G-M | I-35 West Lift Station Force Main / Collector | \$ 4,288,500 |
| G-N | Industrial Park I Lift Station Force Main / Collector | \$ 293,000 |
| G-O | Industrial Park II Lift Station Force Main / Collector | \$ 293,000 |
| Growth / Development Improvement Total | | \$ 48,751,900 |
| Grand Total | | \$ 88,751,900 |



POTENTIAL DEVELOPMENT - 2021 / 2022

- A NUMBER OF RELATIVELY LARGE PRIVATE DEVELOPMENTS PROPOSED
- POTENTIAL SIGNIFICANT IMPACTS TO BOTH WATER AND WASTEWATER INFRASTRUCTURE SYSTEMS
- NOT INCLUDED IN ORIGINAL SCOPE MASTERPLAN UPDATE
- SEVERAL OF THESE LARGE DEVELOPMENTS HAVE GAINED MOMENTUM AND ARE ANTICIPATED TO SUBMIT FORMAL DEVELOPMENT PLANS

AMENDMENT WILL INCORPORATE THESE DEVELOPMENTS INTO MASTERPLAN, IMPACT FEE STUDY AND CAPITAL PLANNING

- RESULTS IN MORE COMPREHENSIVE AND FISCALLY RESPONSIBLE APPROACH TO CAPITAL PLANNING
- SUPPORTS FUTURE DEVELOPMENT WITHIN CITY OVER A 20-YEAR HORIZON BASED ON WHAT IS KNOWN TODAY
- JUNE 2023 - ANTICIPATED COMPLETION OF MASTERPLAN UPDATE REPORT

OPTIONS

RECOMMENDED



APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH FREESE AND NICHOLS, INC. FOR THE WATER / WASTEWATER MASTERPLAN, IMPACT FEE STUDY, AND AWIA DEVELOPMENT PLAN IN THE AMOUNT OF \$48,500.00.



DENY AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH FREESE AND NICHOLS, INC. FOR THE WATER / WASTEWATER MASTERPLAN, IMPACT FEE STUDY AND AWIA DEVELOPMENT PLAN IN THE AMOUNT OF \$48,500.00.



Attachment A

Water & Wastewater Master Plan Updates

Scope of Services

02/22/2023

PROJECT UNDERSTANDING: Freese and Nichols, Inc. (FNI) understands that the City of Burleson (City) is interested in engineering services related to evaluating updates to the land use data and future planned developments known as Hyder Ranch, Craftmasters, and other off-site developments. FNI will update the projected water demands and wastewater flows and load into the City's hydraulic models to review the impacts in the water and wastewater systems. FNI will determine the limits/extents of the existing and proposed infrastructures and will revise the 2020 Water/Wastewater Master Plan. This contract is to amend the original contract for the 2020 Water/Wastewater Master Plan, dated May 4, 2020, covered under PO #222604 (CSO #1353-05-2020).

TASK A: HYDRAULIC ANALYSIS UPDATES

A1. Project Kick-off Meeting

FNI will conduct a coordination meeting with the City and development representatives (if desired) to discuss the project scope and solicit input for objectives and goals of the project.

A2. Review Water Demands and Wastewater Flows

FNI will utilize updated data for the proposed developments provided to FNI by City staff (or developer). FNI will review the water demands and wastewater flow projections using the design criteria established in the City's Projections Database Tool with the updated land use information. Projected water demands and wastewater flows will utilize similar per-capita and peaking factors from the City's Water/Wastewater Master Plan.

A3. Water System Hydraulic Analysis

FNI will perform a hydraulic analysis of the distribution system for the revised water service area using the City's existing hydraulic model. FNI will evaluate the water system under max day demand conditions to determine the system response for low pressures, high headloss, and high velocities, if any.

A3. Wastewater System Hydraulic Analysis

FNI will perform a hydraulic analysis of the collection system for the revised wastewater service area using the City's existing hydraulic model. FNI will evaluate the wastewater system under peak wet weather conditions to determine the system response for surcharging, and overflow events, if any.

TASK B: REVISE WATER/WASTEWATER CIP AND MASTER PLAN REPORT

B1. Revise Water/Wastewater Capital Improvement Plan (CIP) Costs, Phasing Plan and Mapping

FNI will review the 2020 Master Plan draft CIP for the distribution and collection systems and incorporate any additional recommendations required to serve the revised water/wastewater service areas. The CIP updates will include the scheduling of projects based upon water/wastewater system modeling requirements and reliability needs, and mapping showing project locations. FNI will update the draft set of improvements in the 5-year, 10-year, 20-year, and buildout periods. FNI will update the planning level costs for each project. Costs will be in current year dollars and will include engineering and contingencies.

B2. Revise Draft Water and Wastewater System Master Plan Report

FNI will revise the 2020 Water/Wastewater Master Plan report with the updated water demand and wastewater flow projections and recommended capital improvement plans including phasing and cost of improvements. The revised report will include colored maps showing proposed system improvements as well as GIS digital copies.

B3. Meet with the City to Discuss Draft Capital Improvement Plans for Water and Wastewater System Improvements

FNI will meet with the City to discuss any updates to the recommended Water and Wastewater System improvements for 5-year, 10-year, 20-year, and buildout planning periods.

B4. Finalize Water and Wastewater System Master Plan

FNI will finalize the 2020 Water/Wastewater Master Plan Report based on comments from the City. FNI will provide the City with ten (10) copies of the final report, and an electronic PDF copy, and any requested modeling/GIS files.

TIME OF COMPLETION: It is anticipated that project will be completed within three (3) months from the notice to proceed.

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 City 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.

COST FOR STUDY: FNI proposes to furnish the services as described herein for a fee not to exceed Forty-Eight Thousand and Five Hundred Dollars for the proposed Scope of Services.

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by City of Burleson, Texas, hereinafter called "CITY" or "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: CITY agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; CITY agrees to pay to FNI compensation. The Project is described as follows: Water/Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Assistance.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of CITY which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** CITY agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO – Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a not to exceed fee amount of \$380,000.00. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by CITY, or if FNI's services are extended for more than 60 calendar days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the CITY and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between CITY and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the 4 day of May, 2020.


APPROVED AS TO FORM:

 City Attorney

City of Burleson, Texas
(CITY / OWNER)

By: 
 Bryan Langley, City Manager
 Print or Type Name and Title

Freese and Nichols, Inc.
(FNI)

By: 
 Jessica Brown, Vice President
 Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

PROJECT DESCRIPTION

This project is an update to the City's 2015 Water and Wastewater Master Plan and Impact Fee Study in order to proactively respond to growth and development for the City of Burleson. The master plan process will update the future demand and flow projections, updates to the water and wastewater hydraulic models, and an updated Capital Improvements Plan. The impact fee update will keep the City aligned with the rules and regulations of TAC Chapter 395 which dictates impact fees in the State of Texas. Also included in this scope of services is a Risk and Resiliency Assessment and Emergency Response Plan. This is in response to the American Water Infrastructure Act of 2018 released by the EPA. All public water utilities are required to certify that these items are completed and updated every 5 years.

ARTICLE I

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

Task A. Project Management and Data Collection

- A.1 Administration: Perform general administration duties with the project, including progress meeting scheduling, general correspondence, office administration, and monthly invoicing.
- A.2 Project Kick-off Meeting: FNI will conduct a kick-off meeting with the City to discuss and solicit input for objectives and goals of the project. The team will also review project scope, schedule, communication, and present a data request memorandum.
- A.3 Document Control: FNI has established Document Control procedures to enable proper recordkeeping and retrieval. The Document Control procedures use a standardized electronic and paper file index, set up at the outset of the project. Protocols are observed for electronic and paper records, confidentiality and security, and proper distribution and retention. Documents will be assigned unique names and the filename and path included in the footer of each document.
- A.4 Monthly Progress Reports: A Monthly Status Report will be submitted, summarizing progress against specific tasks and scheduled tasks to be accomplished in the upcoming month; outlining upcoming key decisions which will require input from, or discussion with, City staff; and listing any problems or unresolved issues.
- A.5 Data Collection: FNI will compile information from the City including GIS files, as-built, work order data and preliminary design drawings for projects currently under design. FNI will review the data request memorandum with the City to determine what data and data format is available from the City. FNI will obtain input on customer complaints to determine areas of pressure concerns during summer conditions and areas with overflow problems under wet weather conditions.

Task B. Develop Water and Wastewater Load Projections for Future Conditions

- B.1 Utilize Data from City to Update Existing Population and Commercial Development and Peak Water Demands and Wastewater Loads: FNI will geocode the water billing meter data. FNI will utilize existing water meters, water account data, aerial mapping and planning data from the City to estimate existing population and commercial development and distribution throughout the water and wastewater service area. FNI will review historical water demand and wastewater flow data to estimate existing peak water demand and wastewater flows and allocate these loads throughout the system.
- B.2 Develop Land Use Assumptions for Future Conditions: FNI will utilize the City's Comprehensive Plan and other resources to develop land use assumptions for residential and commercial growth for 5-year, 10-year, 20 year and ultimate buildout conditions based on the delineated service areas.
- B.3 Develop Water Demand and Wastewater Load Projections: FNI will use land use maps, historical usage data and input from the City's staff to develop future water demands for 5-year, 10-year and buildout conditions and wastewater loads for 5-year, 10-year, 20-year probable development, and ultimate buildout conditions for residential and commercial land uses. FNI will develop the wastewater loads utilizing per capita flow, peaking factors, and Infiltration/Inflow (I/I) values comparable to those used for modeling and planning in other cities in the region, and in accordance with TCEQ guidelines.
- B.4 Meet with the City to Review the Updated Demand Projections: FNI will prepare for and conduct a meeting with City staff on the updated population, water demand, and wastewater flow projections.

Task C. Water and Wastewater Model Update and Model Calibration

- C.1 Update Water System Model: FNI will update the existing water model using the City's latest GIS data and record drawings of recently constructed improvements to update the water system model for all pipes in the City's GIS. FNI will convert the existing water system model from the H2OMap Water Software to InfoWater Software bringing the water model from a standalone platform to a GIS based one. FNI will update pumping and storage facility data in the model to represent the existing water system conditions.
- C.2 Update Wastewater System Model: FNI will utilize the City's most recent GIS mapping of the wastewater system and record drawings of major wastewater projects to update the wastewater system model for 10-inch and larger wastewater lines and other critical wastewater lines and lift stations in the modeling software. FNI will convert the existing water system model from the H2OMap Sewer Software to InfoSewer Software bringing the wastewater model from a standalone platform to a GIS based one. FNI will add lift station data for selected facilities to the model to represent the existing wastewater system conditions.
- C.3 Distribute Future Water Demands and Wastewater Flows throughout the City: FNI will distribute the water demands for each planning period throughout City using the updated demand database. FNI will distribute the wastewater flows for each planning period throughout City using the updated flow database. Large industrial and commercial demands will be distributed as point loads in the water and wastewater system models.
- C.4 Identify and Map Testing Locations to Conduct Field Testing: FNI will identify locations for field testing based on model calibration needs and areas of concern from the City. Pressure testing will be conducted for two (2) weeks with up to twelve (12) pressure testing locations being utilized throughout the City. FNI will prepare procedures for field testing showing proposed location of testing, duration of testing, required operational data during testing period and assistance from City. City staff will

provide SCADA data, including flows and discharge pressures at pump stations and tank levels, for testing time period in 30-minute increments.

- C.5 Conduct EPS Model Calibration: FNI will conduct a 24-hour extended period simulation model calibration by adjusting c-factors, peaking factors, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.
- C.6 Flow Meter and Rain Gauge Site Selection and Installation: FNI will identify locations in the existing system to conduct flow monitoring and additional locations for rainfall monitoring for use in calibration of the hydraulic model. FNI will meet with the City to review the proposed locations. FNI will perform reconnaissance of the metering sites with City staff to determine the suitability for metering based on hydraulics and accessibility during rainfall periods.
- C.7 Temporary Flow Monitoring and Analysis: FNI will perform temporary flow and rainfall monitoring at up to 10 locations for sixty (60) days and analyze gathered data. The flow and rainfall data will be collected at 5-minute intervals for both dry and wet weather flow periods.
- 1) Analyze flow data for sub-basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
 - 2) Develop hydrographs for dry and wet weather flow conditions.
 - 3) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations
 - 4) Determine peak infiltration rates during high groundwater conditions, if possible.
- C.8 I/I Characterization and Ranking: Flow data will be compared with rainfall data to determine amount of inflow and infiltration experienced during selected storm events. FNI will utilize current and available historical data to characterize the I/I in the wastewater collection system. Mapping will be developed for all the flow meter basins to characterize and rank the basins by the amount of I/I entering the collection system.
- C.9 Conduct Wastewater Model Calibration: FNI will calibrate the updated wastewater model for each of the flow meter sites based on recent temporary flow monitoring. Each flow meter basin will be calibrated to reflect the existing collection system conditions.

Task D. Conduct Water and Wastewater Analysis for Existing and Future Conditions

- D.1 Perform Modeling of Existing Water and Wastewater Systems: FNI will utilize calibrated water model to perform extended period modeling of the existing water system for average day and maximum day water demands to determine capacity and deficiencies within the existing water system. FNI will evaluate the City's compliance with TCEQ capacity requirements including elevated storage, ground storage and pumping capacity and identify areas with pressure issues. The water distribution system piping will be evaluated for excessive headloss and velocities during peak hour conditions. The wastewater system modeling will use the calibrated wastewater model to analyze peak flow conditions for the existing wastewater system to determine capacity and deficiencies.
- D.2 Conduct Fire Flow Analysis: FNI will utilize the water model to conduct a fire flow analysis to identify areas with less than 1,000 gpm fire flow capacity. Fire flow results will be shown using shading of available fire flows for each hydrant in the model.
- D.3 Meet with City to Review Calibration Results and Existing System Evaluation from the Modeling: FNI will meet with the City to discuss field testing, model calibration and existing system capacity

evaluation. FNI will prepare mapping showing field vs. model results for pressures and flows demonstrating model calibration and existing system evaluation.

D.4 Develop Water and Wastewater System Improvement Alternatives for Future Conditions: FNI will develop the following future scenarios to identify water and wastewater infrastructure needs:

- Future water scenarios include:
 - 5-year maximum day + peak hour model
 - 10-year maximum day + peak hour model
 - Buildout maximum day + peak hour model
- Future wastewater scenarios include:
 - 5-year peak wet weather flow model
 - 10-year peak wet weather flow model
 - 20-year peak wet weather flow model with known probable developments
 - Ultimate buildout peak wet weather flow model

FNI will utilize these models to simulate a number of system improvement alternatives to meet future growth planning periods. Water system facilities and lines will be sized to meet maximum day demands, peak hour demands and to provide adequate fire flows of at least 1,000 gpm under maximum day demand conditions. Pressure plane delineation will also be evaluated. Wastewater facilities and lines will be sized to meet peak wet weather flows.

D.5 Meet with City to Review Future System Analysis Results: FNI will meet with City to review alternatives for future system improvements for both water and wastewater systems and proposed system improvements to meet future water and wastewater needs. FNI will prepare mapping to identify the need for the improvements based on future system analysis results.

Task E. Water and Wastewater CIP and Master Plan Report

E.1 Develop Draft Water and Wastewater Capital Improvement Plan (CIP) Costs, Phasing Plan and Mapping: FNI will develop a draft CIP for the water and wastewater systems to address existing deficiencies while planning for future growth. The CIP will include the scheduling of projects based upon water and wastewater system modeling requirements and reliability needs, and mapping showing project locations. FNI will develop draft set of improvements in 5-year, 10-year, 20 year, and buildout periods. FNI will develop planning level costs for each proposed project. Costs will be in current year dollars and will include engineering and contingencies.

E.2 Meet with the City to Discuss Draft Capital Improvement Plans for Water and Wastewater System Improvements: FNI will meet with the City to discuss the recommended Water and Wastewater system improvements for 5-year, 10-year, 20-year, and buildout planning periods.

E.3 Revise CIP and Prepare Draft Water and Wastewater System Master Plan Report: FNI will revise the hydraulic modeling and CIP based upon the City's comments and feedback and prepare a master plan report discussing field test results, assumptions, water demand and wastewater flow projections and recommended capital improvement plans including phasing and costs of improvements. The report will include colored maps showing proposed system improvements as well as GIS digital copies. FNI will provide the City with five (5) copies of the draft report for review.

E.4 Finalize Water and Wastewater System Master Plan: FNI will finalize the Master Plan Report based on comments from the City. FNI will provide the City with ten (10) copies of the final report, and electronic PDF copy, and any requested modeling/GIS files.

E.5 Conduct Water and Wastewater Master Plan Report Presentation: FNI will develop a presentation and present the results of the Water and Wastewater Master Plan to City Council.

WATER and WASTEWATER IMPACT FEE STUDY

Task F. Develop Land Use Assumptions and Capital Improvement Plan

- F.1 Develop Impact Fee Land Use Assumptions: FNI will use data developed in the Water and Wastewater Master Plan to develop 10-year impact fee land use assumptions.
- F.2 Determine Existing and Proposed Water and Wastewater Improvements Eligible for Impact Fees: FNI will review recently completed water and wastewater improvements over the last 5 years and determine which projects are eligible for future cost recovery from growth. FNI will use the CIPs from the Water and Wastewater Master Plan to determine proposed impact fee eligible projects. Maps will be prepared showing the existing and proposed water and wastewater capital improvement plan projects included in the impact fee calculation.
- F.3 Meet with City to Review Existing and Proposed Water and Wastewater Projects Eligible for Impact Fee Analysis: FNI will meet with the City to review existing and proposed water and wastewater system improvements identified to be included in the impact fee analysis.
- F.4 Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Recently Completed and New Capital Improvement Projects for 10-year Projected Growth: FNI will evaluate existing completed projects for remaining capacity and new projects for eligible capacity for impact fee cost recovery for 10-year projected growth.
- F.5 Calculate Water and Wastewater Costs Eligible for Impact Fee Cost Recovery: FNI will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery.
- F.6 Conduct Financial Analysis of Water and Wastewater Capital Improvement Plans to Determine Eligible Financing Costs for Inclusion into Impact Fee Calculations: FNI will project Financing Costs for Water and Wastewater Capital Improvement Plans based on proposed phasing program that are eligible for inclusion into Impact Fees Calculations.
- F.7 Develop Service Unit Equivalents (SUEs) for Water and Wastewater: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year projected growth conditions for the water and wastewater systems.
- F.8 Calculate Maximum Allowable Water and Wastewater Impact Fees without Credit Calculation: FNI will develop maximum allowable water and wastewater impact fees using existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs over the 10-year period.

Task G. Impact Fee Report Development and Meeting Attendance

- G.1 Develop Draft Water and Wastewater Impact Fee Study Report: FNI will prepare and send five (5) copies of the draft water and wastewater impact fee study report discussing methodology, water and wastewater loads, utilization of water and wastewater improvements, and impact fee calculations. Report will include water and wastewater maps showing the existing and proposed system improvements required to meet projected 10-year growth and maximum allowable water and wastewater impact fees.

- G.2 Meet with the City Staff on the Draft Impact Fee Report: FNI will meet with City Staff to discuss the report findings, impact fee calculations, and recommendations for setting the water and wastewater impact fees for the City. Following the meeting, FNI will incorporate revisions into Impact Fee Study Report.
- G.3 Finalize Water and Wastewater Impact Fee Study Report: Based on comments by City's Staff, FNI will finalize and send ten (10) copies of the final Water and Wastewater Impact Fee Study to the City along with an electronic copy of files for graphs, forms and tables of the impact fee calculations including a PDF for the final report.
- G.4 Present Land Use Assumptions and Impact Fee CIPs and Analysis to the Capital Improvement Program Advisory Committee (CIPAC): FNI will attend up to two (2) CIPAC meetings to present Land Use Assumptions, the Water and Wastewater Impact Fee CIPs, results of impact fee analysis and comparison of impact fees of surrounding communities.
- G.5 Attend Public Hearing and Meet with City Council on the Adoption of the Impact Fees: FNI will attend one (1) Public Hearing to review Land Use Assumptions and water and wastewater CIPs and results of impact fee analysis. At this hearing, it is anticipated that City staff will present recommendations on the Adoption of the Impact Fees for Water and Wastewater to the City Council.

AWIA RISK AND RESILIENCE ASSESSMENT and EMERGENCY RESPONSE PLAN

Task H. Conduct Risk and Resilience Assessment

The Risk and Resilience Assessment (RRA) is an all hazards approach to identify hazards, relative probabilities of occurrence, identify assets at risk, and develop a management plan to mitigate risks. FNI will conduct up to 3 meetings with staff to discuss project progress, and one presentation to the City Manager or City Council summarizing the Risk and Resilience Assessment.

- H.1 Data Collection and Review: As part of the project kickoff meeting, FNI will meet with the Burleson to determine the RRA team participants, needs and schedule. The following items will be discussed during the meeting:

- Project goals
- Project schedule
- Data collection for review by FNI
- Communication and information flow for the project
- Additional entities to coordinate with in the development of the project

Burleson will provide the following documents, if available, to FNI for review:

- Previous vulnerability and risk assessments
- System diagrams
- Existing security plans and procedures
- Business continuity plans / Continuity of operations plans
- SCADA system information
- Source water protection plans
- Interlocal agreements with neighboring utilities
- Local natural hazard mitigation plan(s)
- Emergency response plans

Other documents that may be related to the vulnerability and resilience of the water system.

- H.2 Identification of Critical Assets and Threats (and Workshop 1): FNI will review the data collected for the Burleson's water system to identify a preliminary list of assets. A database of the assets will

be created for future evaluation through the project. FNI will conduct a preliminary evaluation of identified threats based on available published information from the U.S. EPA, FEMA, USGS, DHS and other relevant agencies. Threats to be evaluated include direct hazards to the water system from malevolent man-made sources and natural events, as well as tangential hazards from impacts to system dependencies or unaffiliated but near-proximity infrastructure.

FNI will conduct one workshop (Asset-Threat Workshop) with the Burleson RRA team to develop a prioritized list of asset-threat pairs to conduct a further risk and resilience evaluation. In the workshop, FNI will lead the RRA team through a review of the assets and an initial screening of consequences of failure to develop a list of critical assets.

FNI will then lead the RRA team through an evaluation of malevolent, natural, and dependency hazards to identify those of most relevance to the water system. Finally, FNI will facilitate the RRA team through a review of asset-threat pairs to prioritize the pairs to focus the risk and resilience evaluation.

The RRA will include a limited review of the operation and maintenance of the water system. FNI will discuss the status of an asset management program and approaches that could be undertaken to improve the Burleson's resilience. The results of the assessment will be included in the RRA Report. Up to 20 asset-threat pairs to be evaluated for the water system. Additional asset-threat pairs will be conducted upon request of the Burleson as an Additional Service.

- H.3 Cyber Security Evaluation (and Workshop 2): Utilizing a cybersecurity framework guide following AWWA's cybersecurity protocols, FNI will meet with staff identified during the Kickoff Meeting with knowledge of the Burleson SCADA system, software and hardware technology, and information security protocols and procedures. The workshop will focus on evaluation of the implementation of the "Priority 1" protocols identified in the AWWA Water Sector Cybersecurity Risk Management Guidance (2019).

FNI will compile the information collected in the Cybersecurity Workshop to identify gaps in security, threats to the water system and recommendations for improvements in conjunction with the information developed in Task H.2.

- H.4 Risk and Resilience Analysis (and Workshop 3): For each of the prioritized asset-threat pairs, FNI will conduct an initial evaluation to estimate the probability of occurrence of the threat (T), the vulnerability (V) of the assets to failure from the threat, and the consequence (C) of asset failure. FNI will initially input existing measures in place that serve to increase the resilience of the critical assets by mitigation of one or more of the risk factors. The risk to each asset is calculated as:

$$\text{Risk} = \text{Consequence} * \text{Vulnerability} * \text{Threat}$$

FNI will facilitate a final Workshop with the RRA team to present, evaluate and adjust the calculated risk for each asset-threat pair assessed based on team feedback. Through the workshop, a risk value for each asset-threat pair will be developed to allow for prioritization of assets for improvements. During the workshop, an initial identification of additional mitigation measures to further reduce risk and improve resilience will be identified. Mitigation measures may include policy and procedure improvements, physical security upgrades, structural improvements, staffing adjustments, and other actions.

- H.5 Risk and Resilience Management: FNI will evaluate the additional mitigation measures identified in the Risk and Resilience Analysis Workshop, and as appropriate, identify supplemental mitigation measures for consideration. The mitigation measures will be analyzed for risk reduction and resilience improvement, and rough approximation conceptual cost to Burleson. FNI will develop a prioritized list of mitigation measures based on benefit-cost ratio.

FNI will document the RRA and the prioritized mitigation measures for implementation in a draft RRA report. FNI will meet with the Burleson to provide a final briefing on the RRA, present the results of the assessment, and deliver the draft report.

- H.6 Final RRA Report and Certification of Compliance: Upon receipt of final comments on the draft RRA report, FNI will finalize the RRA report. FNI will assist Burleson to complete and submit the certification of the Risk and Resilience Assessment through the online EPA portal. A copy of the certification will be maintained in the final RRA report.

Task I. Emergency Response Plan

The Emergency Response Plan (ERP) is a guidance document during emergencies that provides utility staff with well-defined response procedures intended to restore and maintain service delivery during times of crisis. FNI will utilize information presented in the City's Comprehensive Emergency Management Plan (CEMP) and the corresponding Emergency Support Functions (ESF) documents to develop the Emergency Response Plan. FNI will work with the City to develop Emergency Response Plan concepts with the following elements:

- I.1 Data Collection and Review: During the project kickoff meeting, FNI will meet with the Burleson to determine the ERP team participants, needs and project schedule. The team members should be experts in one or more of the following areas or have a role in the execution of the ERP:
- Utility management
 - Emergency management
 - Water treatment and operations
 - SCADA operations
 - Human resources management
 - Procurement
 - Other representatives include members of local police, fire and the local emergency planning committee

The following items will be discussed during the meeting:

- Project goals
- Project schedule
- Data collection for review by FNI
- Communication and information flow for the project
- Additional entities to coordinate with in the preparation of the ERP
- Results of the Risk and Resilience Assessment

Burleson will provide the following documents, if available, to FNI for review:

- Existing emergency response plans for the utility or the overall organization
- Emergency preparedness plans
- Safety and security procedures
- Hazard mitigation plans
- System recovery plans

- System diagrams
- Business continuity plans / Continuity of operations plans
- Source water protection plans
- Interlocal agreements with neighboring utilities
- Local natural hazard mitigation plan(s)
- Crisis communications plan
- Other documents that may be related to the preparedness of the water system.

- I.2 Review of Existing Plans and Preparation of Initial ERP Outline (and Initial Workshop): FNI will review the data collected for the Burleson's water system to identify gaps and necessary information for an up-to-date ERP. FNI will prepare an initial inventory of available information to review/update and gaps in information where development by the ERP team will be required. The ERP will be developed generally according to the outline identified in the AWWA M19 guidance document.

FNI will conduct an initial workshop (ERP Preparation Workshop) with the ERP team. In this workshop, FNI will provide an overview of the proposed ERP contents and approach and the current status of information to fulfill these needs. Additional personnel necessary for the proper preparation of the ERP will be identified for inclusion in one or more of the future workshops.

- I.3 Emergency Response Plan Preparation Workshops: Through a series of up to three (3) workshops, FNI will facilitate the ERP team to identify the components of the ERP. The critical components of an ERP include the following:

1. System overview
2. Incident management overview
3. Roles and responsibilities, based on NIMS and ICS
4. Internal and external contact information
5. General emergency response guidance
6. Communications plan
7. Record-keeping

Hazard-specific plans addressing relevant threats identified in the Risk and Resilience Assessment will be developed through the workshops. FNI will provide initial content for the hazard-specific plans based on Burleson's existing ERP and/or industry-standard guidance.

- I.4 Draft Emergency Response Plan: FNI will compile the information collected and developed in the series of workshops to prepare a draft ERP. FNI will meet with the Burleson to present a briefing on the draft ERP, provide implementation recommendations, and solicit comments on the plan.
- I.5 Final ERP and Certification of Compliance: Upon receipt of final comments on the draft ERP, FNI will finalize the ERP. FNI will assist Burleson to complete and submit the certification of the Emergency Response Plan through the online EPA portal. A copy of the certification will be maintained in the Burleson's ERP.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described basic services, are described as follows:

- A. Field surveying required for the preparation of designs and drawings.

- B. Field layouts or the furnishing of construction line and grade surveys.
- C. GIS mapping services or assistance with these services.
- D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- E. 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 OWNER.
- F. Providing renderings, model, and mock-ups requested by the OWNER.
- G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- H. 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 OWNER.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. 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.
- K. Conducting pilot plant studies or tests.
- L. Preparing Operation and Maintenance Manuals or conducting operator training.
- M. Preparing data and reports for assistance to OWNER 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.
- N. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- O. 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.
- P. 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.
- Q. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- R. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and

plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.

- S. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- T. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services as follows:

FNI intends to complete the study per the attached project schedule. FNI expects the final report deliverables to be submitted within sixteen (16) months after the notice to proceed.

The AWIA Risk and Resiliency Assessment and Emergency Response Plan tasks are required to be certified with the EPA according to the following schedule:

- Risk and Resiliency Assessment: June 30, 2021
- Emergency Response Plan: December 31, 2021

However, the documents can be certified prior to the deadline dates.

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 City 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 IV

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Michelle McCullough, P.E., 141 West Renfro, Burleson, Texas 76028; Phone: 817-426-9616; E-mail: mmccullough@burlesontx.com

FNI's Project Manager – Andrew Franko, P.E., 4055 International Plaza Suite 200, Fort Worth, Texas 76109; Phone (817) 735-7515; Fax (817) 735-7491; e-mail: asf@freese.com

FNI's Accounting Representative – Jana Collier, 4055 International Plaza Suite 200, Fort Worth, Texas 76109; Phone (817) 735-7354; Fax (817) 735-7491; email: jvc@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Hundred Eighty Thousand Dollars (\$380,000).

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 CITY for CITY'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 | 81 | 146 |
| Professional 2 | 95 | 154 |
| Professional 3 | 115 | 220 |
| Professional 4 | 151 | 237 |
| Professional 5 | 188 | 350 |
| Professional 6 | 197 | 391 |
| Construction Manager 1 | 93 | 173 |
| Construction Manager 2 | 109 | 185 |
| Construction Manager 3 | 152 | 217 |
| Construction Manager 4 | 206 | 281 |
| CAD Technician/Designer 1 | 67 | 147 |
| CAD Technician/Designer 2 | 98 | 152 |
| CAD Technician/Designer 3 | 131 | 201 |
| Corporate Project Support 1 | 50 | 122 |
| Corporate Project Support 2 | 71 | 168 |
| Corporate Project Support 3 | 98 | 259 |
| Intern / Coop | 42 | 84 |

Rates for In-House Services and Equipment

| <u>Mileage</u> | <u>Bulk Printing and Reproduction</u> | | <u>Equipment</u> | |
|--------------------|---------------------------------------|--------|--------------------------------------|-------------------------------------|
| Standard IRS Rates | | | Valve Crew Vehicle (hour) | \$75 |
| | Small Format (per copy) | \$0.10 | Pressure Data Logger (each) | \$100 |
| | Large Format (per sq. ft.) | | Water Quality Meter (per day) | \$100 |
| | Bond | \$0.25 | Microscope (each) | \$150 |
| | Glossy / Mylar | \$0.75 | Pressure Recorder (per day) | \$200 |
| | Vinyl / Adhesive | \$1.50 | Ultrasonic Thickness Gauge (per day) | \$275 |
| | Mounting (per sq. ft.) | \$2.00 | Coating Inspection Kit (per day) | \$275 |
| | Binding (per binding) | \$0.25 | Flushing / Cfactor (each) | \$500 |
| | | | Backpack Electrofisher (each) | \$1,000 |
| | | | | <u>Survey Grade</u> <u>Standard</u> |
| | | | Drone (per day) | \$200 \$100 |
| | | | GPS (per day) | \$150 \$50 |

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2020.

350022020

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of Burleson, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will 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. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage:

| | |
|--|---|
| Commercial General Liability General Aggregate \$2,000,000 | Workers' Compensation As required by Statute |
| Automobile Liability (Any Auto) CSL \$1,000,000 | Professional Liability \$3,000,000 Annual Aggregate |
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Client upon payment of FNI's fees for services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CLIENT and in acceptance of the services as satisfactory by the CLIENT. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
- If CLIENT fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** CLIENT and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- Neither CLIENT nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

City of Burleson
Water/Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Assistance
4/17/2020
Fee Summary by Task

| Task | Task Name | Total Hours | Total Labor Effort | Total Expense Effort* | Total Sub Effort | Total Effort |
|------|--|--------------|--------------------|-----------------------|------------------|------------------|
| A | Project Management and Data Collection | 68 | \$10,573 | \$733 | \$0 | \$11,306 |
| B | Develop Water and Wastewater Load Projections for Future Conditions | 104 | \$13,639 | \$995 | \$0 | \$14,634 |
| C | Water and Wastewater Model Update and Model Calibration | 252 | \$31,991 | \$5,378 | \$66,000 | \$103,370 |
| D | Conduct Water and Wastewater Analysis for Existing and Future Conditions | 281 | \$38,438 | \$2,910 | \$0 | \$41,348 |
| E | Water and Wastewater CIP and Master Plan Report | 303 | \$42,357 | \$6,031 | \$0 | \$48,387 |
| | WATER & WASTEWATER MASTER PLAN UPDATE TOTAL | 1,008 | \$136,998 | \$16,047 | \$66,000 | \$219,045 |
| F | Develop Land Use Assumptions and Capital Improvement Plan | 246 | \$33,783 | \$2,364 | \$0 | \$36,148 |
| G | Impact Fee Report Development and Meeting Attendance | 180 | \$27,510 | \$3,092 | \$0 | \$30,603 |
| | WATER & WASTEWATER IMPACT FEE UPDATE TOTAL | 426 | \$61,294 | \$5,457 | \$0 | \$66,750 |
| H | AWIA Risk and Resiliency Assessment | 324 | \$45,726 | \$4,458 | \$0 | \$50,184 |
| I | AWIA Emergency Response Plan | 278 | \$39,946 | \$4,075 | \$0 | \$44,021 |
| | AWIA COMPLIANCE ASSISTANCE TOTAL | 602 | \$85,672 | \$8,533 | \$0 | \$94,205 |
| | GRAND TOTAL | 1,434 | \$283,964 | \$30,036 | \$66,000 | \$380,000 |

*Total Expenses includes printing, binding, plotting, mileage, etc.

| | | |
|--|---------------------|------------|
| City of Burleson Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Ass 4/17/2020 Detailed Cost Breakdown | Project Fee Summary | |
| | Basic Services | \$ 380,000 |
| | Special Services | - |
| | Total Project | \$ 380,000 |

| Tasks | | | | Labor | | | | | | | Expenses | | | | | | Subconsultants | | | Total | |
|-------|------|------------------|---|---------------|---------------|--------------------|-------------------|-----------------|---------------|-------------|--------------------|-------------|-------|---------------|------------------------------------|-------|----------------------|---------------------|------------------|--------------|-----------|
| Phase | Task | Basic or Special | Task Description | Jessica Brown | Andrew Franko | Nicholas McCormick | Liliana Contreras | Cassie Seabourn | Aaron Corrine | Total Hours | Total Labor Effort | Tech Charge | Miles | Color (sheet) | Lg Format - Bond - Color (sq. ft.) | Other | Total Expense Effort | Flow Monitoring Sub | Total Sub Effort | Total Effort | |
| | | | | SA | PM | APM | EIT | GIS | ULI Design | | | | | | | | | | | | |
| A | 1 | Basic | Administration | | 18 | | | | | 18 | \$ 3,277 | 18 | | | | | \$ 197 | | \$ - | \$ 3,474 | |
| A | 2 | Basic | Project Kickoff Meeting | 2 | 2 | 4 | | | | 8 | \$ 1,480 | 8 | 40 | 200 | 50 | | \$ 178 | | \$ - | \$ 1,658 | |
| A | 3 | Basic | Document Control | | 2 | 4 | | | | 6 | \$ 916 | 6 | | | | | \$ 51 | | \$ - | \$ 967 | |
| A | 4 | Basic | Monthly Progress Reports | | 6 | 12 | | | | 18 | \$ 2,748 | 18 | | | | | \$ 153 | | \$ - | \$ 2,901 | |
| A | 5 | Basic | Data Collection | | 2 | 4 | 8 | 4 | | 18 | \$ 2,143 | 18 | | | | | \$ 153 | | \$ - | \$ 2,296 | |
| B | 1 | Basic | Utilize Data from City to Update Existing Population and Commercial Development and Peak Water Demands and Wastewater Loads | | 4 | 8 | 12 | 4 | | 28 | \$ 3,483 | 28 | | | | | \$ 238 | | \$ - | \$ 3,721 | |
| B | 2 | Basic | Develop Land Use Assumptions for Future Conditions | 1 | 4 | 8 | 16 | 4 | | 33 | \$ 4,195 | 33 | | | | | \$ 281 | | \$ - | \$ 4,476 | |
| B | 3 | Basic | Develop Water Demand and Wastewater Load Projections | 1 | 2 | 6 | 16 | 4 | | 29 | \$ 3,555 | 29 | | | | | \$ 247 | | \$ - | \$ 3,802 | |
| B | 4 | Basic | Meet with the City to Review the Updated Demand Projections | 2 | 4 | 8 | | | | 14 | \$ 2,405 | 14 | 40 | 200 | 50 | | \$ 230 | | \$ - | \$ 2,635 | |
| C | 1 | Basic | Update Water System Model | | 2 | 8 | 16 | | | 26 | \$ 3,167 | 26 | | | | | \$ 221 | | \$ - | \$ 3,388 | |
| C | 2 | Basic | Update Wastewater System Model | | 2 | 8 | 16 | | | 26 | \$ 3,167 | 26 | | | | | \$ 221 | | \$ - | \$ 3,388 | |
| C | 3 | Basic | Distribute Future Water Demands and Wastewater Flows throughout the City | | 2 | 6 | 12 | 8 | | 28 | \$ 3,221 | 28 | | | | | \$ 238 | | \$ - | \$ 3,459 | |
| C | 4 | Basic | Identify and Map Testing Locations to Conduct Field Testing | 1 | 2 | 4 | 8 | 4 | | 19 | \$ 2,430 | 19 | 80 | | | 2,400 | \$ 2,848 | | \$ - | \$ 5,278 | |
| C | 5 | Basic | Conduct EPS Model Calibration | 1 | 4 | 16 | 24 | | | 45 | \$ 5,771 | 45 | | | | | \$ 383 | | \$ - | \$ 6,153 | |
| C | 6 | Basic | Flow Meter and Rain Gauge Site Selection and Installation | 1 | 4 | 8 | 8 | 4 | | 25 | \$ 3,346 | 25 | | | | | \$ 213 | | \$ - | \$ 3,558 | |
| C | 7 | Basic | Temporary Flow Monitoring and Analysis | 2 | 2 | 8 | 8 | | | 20 | \$ 2,891 | 20 | | | | | 500 | \$ 720 | 60,000 | \$ 66,000 | \$ 69,611 |
| C | 8 | Basic | IoT Characterization and Ranking | | 2 | 6 | 8 | 2 | | 18 | \$ 2,230 | 18 | | | | | \$ 153 | | \$ - | \$ 2,383 | |
| C | 9 | Basic | Conduct Wastewater Model Calibration | 1 | 4 | 16 | 24 | | | 45 | \$ 5,771 | 45 | | | | | \$ 383 | | \$ - | \$ 6,153 | |
| D | 1 | Basic | Perform Modeling of Existing Water and Wastewater Systems | 2 | 12 | 24 | 48 | 8 | | 94 | \$ 11,921 | 94 | | | | | \$ 799 | | \$ - | \$ 12,720 | |
| D | 2 | Basic | Conduct Fire Flow Analysis | 1 | 4 | 6 | 12 | 2 | | 25 | \$ 3,306 | 25 | | | | | \$ 213 | | \$ - | \$ 3,518 | |
| D | 3 | Basic | Meet with City to Review Calibration Results and Existing System Evaluation from the Modeling | 2 | 8 | 16 | | | | 26 | \$ 4,237 | 26 | 40 | 500 | 200 | | \$ 519 | | \$ - | \$ 4,756 | |
| D | 4 | Basic | Develop Water and Wastewater System Improvement Alternatives for Future Conditions | 4 | 18 | 32 | 48 | 12 | 8 | 122 | \$ 16,569 | 122 | | | | | \$ 1,037 | | \$ - | \$ 17,606 | |
| D | 5 | Basic | Meet with City to Review Future System Analysis Results | 2 | 4 | 8 | | | | 14 | \$ 2,405 | 14 | 40 | 200 | 200 | | \$ 342 | | \$ - | \$ 2,748 | |
| E | 1 | Basic | Develop Draft Water and Wastewater Capital Improvement Plan (CIP) Costs, Phasing Plan and Mapping | 4 | 20 | 40 | 48 | 12 | 12 | 136 | \$ 18,787 | 136 | | | | | \$ 1,156 | | \$ - | \$ 19,943 | |
| E | 2 | Basic | Meet with the City to Discuss Draft Capital Improvement Plans for Water and Wastewater System Improvements | 2 | 4 | 8 | | | | 14 | \$ 2,405 | 14 | 40 | 500 | 200 | | \$ 417 | | \$ - | \$ 2,823 | |
| E | 3 | Basic | Revise CIP and Prepare Draft Water and Wastewater System Master Plan Report | 4 | 12 | 40 | 40 | 8 | 8 | 112 | \$ 15,353 | 112 | 40 | 2,500 | 500 | | \$ 1,975 | | \$ - | \$ 17,328 | |
| E | 4 | Basic | Finalize Water and Wastewater System Master Plan | 1 | 2 | 8 | 8 | 4 | | 23 | \$ 2,981 | 23 | 40 | 5,000 | 1,000 | | \$ 2,219 | | \$ - | \$ 5,200 | |
| E | 5 | Basic | Conduct Water and Wastewater Master Plan Report Presentation | 2 | 4 | 8 | 4 | | | 18 | \$ 2,830 | 18 | 40 | 200 | 50 | | \$ 264 | | \$ - | \$ 3,094 | |

| City of Burleson | | Project Fee Summary | |
|--|--|---------------------|------------|
| Wastewater Master Plan, Impact Fee Update, and AWMA Compliance Ass | | Basic Services | \$ 380,000 |
| 4/17/2020 | | Special Services | \$ - |
| Total Project | | | \$ 380,000 |

| Detailed Cost Breakdown | |
|-------------------------|------------|
| Basic Services | \$ 380,000 |
| Special Services | \$ - |
| Total Project | \$ 380,000 |

| Phase | Task | Tasks | | Labor | | | | | Total Hours | Total Labor Effort | Tech Charge | Miles | Expenses | | | | Subconsultants | | Total |
|------------------------|------|------------------|---|---------------|----------------|--------------------|---------------|---------------|---------------|--------------------|-------------|-------|---------------|------------------------------------|-------|----------------------|---------------------|------------------|------------|
| | | Basic or Special | Task Description | Jessica Brown | Andrew Friccio | Nicholas McCormick | Laura Conrath | Chase Seaborn | Allen Cantine | | | | Color (sheet) | Lq Format - Bond - Color (sq. ft.) | Other | Total Expense Effort | Flow Monitoring Sub | Total Sub Effort | |
| F | 1 | Basic | Develop Impact Fee Land Use Assumptions | 2 | 4 | 8 | 16 | 2 | | 30 | \$ 3,720 | 30 | | | | \$ 255 | | \$ - | \$ 3,975 |
| F | 2 | Basic | Determine Existing and Proposed Water and Wastewater Improvements Eligible for Impact Fees | 2 | 4 | 24 | 16 | 4 | | 50 | \$ 6,589 | 50 | | | | \$ 425 | | \$ - | \$ 7,114 |
| F | 3 | Basic | Meet with City to Review Existing and Proposed Water and Wastewater Projects Eligible for Impact Fee Analysis | 2 | 4 | 8 | | | | 14 | \$ 2,405 | 14 | 40 | 200 | | \$ 392 | | \$ - | \$ 2,798 |
| F | 4 | Basic | Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Recently Completed and New Capital Improvement Projects for 10-year Projected Growth | 2 | 8 | 16 | 20 | | | 46 | \$ 6,361 | 46 | | | | \$ 391 | | \$ - | \$ 6,752 |
| F | 5 | Basic | Identify Water and Wastewater Costs Eligible for Impact Fee Cost Recovery | 2 | 4 | 6 | 8 | | | 20 | \$ 2,979 | 20 | | | | \$ 170 | | \$ - | \$ 3,149 |
| F | 6 | Basic | Conduct Financial Analysis of Water and Wastewater Capital Improvement Plans to Determine Eligible Financing Costs for Inclusion into Impact Fee Calculations | 2 | 2 | 8 | 8 | | | 18 | \$ 2,317 | 18 | | | | \$ 153 | | \$ - | \$ 2,470 |
| F | 7 | Basic | Develop Service Unit Equivalents (SUEs) for Water and Wastewater | 2 | 4 | 12 | 16 | | | 34 | \$ 4,656 | 34 | | | | \$ 289 | | \$ - | \$ 4,945 |
| F | 8 | Basic | Calculate Maximum Allowable Water and Wastewater Impact Fees without Credit Calculation | 2 | 4 | 12 | 16 | | | 34 | \$ 4,656 | 34 | | | | \$ 289 | | \$ - | \$ 4,945 |
| G | 1 | Basic | Develop Draft Water and Wastewater Impact Fee Study Report | 2 | 8 | 16 | 24 | 8 | | 58 | \$ 7,541 | 58 | 40 | 750 | 200 | \$ 854 | | \$ - | \$ 8,394 |
| G | 2 | Basic | Meet with the City Staff on the Draft Impact Fee Report | 2 | 4 | 8 | | | | 14 | \$ 2,405 | 14 | 40 | 100 | 50 | \$ 205 | | \$ - | \$ 2,610 |
| G | 3 | Basic | Finalize Water and Wastewater Impact Fee Study Report | 2 | 2 | 8 | 8 | 4 | | 24 | \$ 3,268 | 24 | 40 | 1,500 | 400 | \$ 902 | | \$ - | \$ 4,170 |
| G | 4 | Basic | Present Land Use Assumptions and Impact Fee CIPs and Analysis to the Capital Improvement Program Advisory Committee (CIPAC) | 12 | 16 | 24 | 12 | 4 | | 68 | \$ 11,317 | 68 | 80 | 500 | 100 | \$ 824 | | \$ - | \$ 12,142 |
| G | 5 | Basic | Attend Public Hearing and Meet with City Council on the Adoption of the Impact Fee | 4 | 4 | 8 | | | | 16 | \$ 2,979 | 16 | 80 | 200 | 100 | \$ 307 | | \$ - | \$ 3,286 |
| H | 1 | Basic | Data Collection and Review | 2 | 8 | 8 | 24 | 2 | | 44 | \$ 5,671 | 44 | | | | \$ 374 | | \$ - | \$ 6,045 |
| H | 2 | Basic | Identification of Critical Assets and Threats (and Workshop 1) | 4 | 12 | 16 | 32 | 2 | | 66 | \$ 9,126 | 66 | 40 | | | \$ 584 | | \$ - | \$ 9,710 |
| H | 3 | Basic | Cyber Security Evaluation (and Workshop 2) | 4 | 12 | 16 | 20 | 2 | | 54 | \$ 7,852 | 54 | 40 | | | \$ 482 | | \$ - | \$ 8,334 |
| H | 4 | Basic | Risk and Resilience Analysis (and Workshop 3) | 4 | 16 | 20 | 40 | 2 | | 82 | \$ 11,255 | 82 | 40 | | | \$ 720 | | \$ - | \$ 11,976 |
| H | 5 | Basic | Risk and Resilience Management | 4 | 16 | 20 | 24 | 2 | | 66 | \$ 9,556 | 66 | 40 | 2,500 | 550 | \$ 2,172 | | \$ - | \$ 11,728 |
| H | 6 | Basic | Final RRA Report and Certification of Compliance | 2 | 4 | 4 | 2 | | | 12 | \$ 2,066 | 12 | 40 | | | \$ 125 | | \$ - | \$ 2,191 |
| I | 1 | Basic | Data Collection and Review | 2 | 8 | 8 | 20 | 2 | | 40 | \$ 5,446 | 40 | | | | \$ 340 | | \$ - | \$ 5,786 |
| I | 2 | Basic | Review of Existing Plans and Preparation of Initial ERP Outline (and Initial Workshop) | 4 | 12 | 16 | 24 | 2 | | 58 | \$ 8,276 | 58 | 40 | | | \$ 516 | | \$ - | \$ 8,793 |
| I | 3 | Basic | Emergency Response Plan Preparation Workshops | 12 | 16 | 24 | 40 | 6 | | 98 | \$ 14,479 | 98 | 120 | | | \$ 903 | | \$ - | \$ 15,382 |
| I | 4 | Basic | Draft Emergency Response Plan | 4 | 12 | 20 | 32 | 2 | | 70 | \$ 9,678 | 70 | 80 | 2,500 | 500 | \$ 2,191 | | \$ - | \$ 11,869 |
| I | 5 | Basic | Final ERP and Certification of Compliance | 2 | 4 | 4 | 2 | | | 12 | \$ 2,066 | 12 | 40 | | | \$ 125 | | \$ - | \$ 2,191 |
| Total Hours / Quantity | | | | | | | | | | 2,036 | \$ 283,964 | 2,036 | 1,200 | 17,750 | 4,350 | \$ 30,036 | \$ 60,000 | \$ 66,000 | \$ 380,000 |

Water/Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Assistance Project Schedule

| Project Task | | 2020 | | | | | | | | | | | | 2021 | | | | | | | |
|--------------|--|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|--|--|--|--|
| | | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | | | | |
| A | Project Management and Data Collection | | | | | | | | | | | | | | | | | | | | |
| B | Develop Water and Wastewater Load Projections for Future Conditions | | | | | | | | | | | | | | | | | | | | |
| C | Water and Wastewater Model Update and Model Calibration | | | ★ | | | ★ | | | | | | | | | | | | | | |
| D | Conduct Water and Wastewater Analysis for Existing and Future Conditions | | | | | | | | | | | | | | | | | | | | |
| E | Water and Wastewater CIP and Master Plan Report | | | | | | | | | ★ | ★ | ★ | | | | | | | | | |
| F | Develop Land Use Assumptions and Capital Improvement Plan | | | | | | | | | | | | | | | | | | | | |
| G | Impact Fee Report Development and Meeting Attendance | | | | | | | | | | | | | | ★ | ★ | ★ | | | | |
| H | AWIA Risk and Resiliency Assessment | | | | | | | | ★ | | | | | | | | | | | | |
| I | AWIA Emergency Response Plan | | | | | | | | | | | | | | ★ | | | | | | |

★ Key Project Milestones (Dates Approximate) ★

- Water system pressure testing - July 2020
- Wastewater system flow monitoring - October 2020
- Draft W/WW CIP - February 2021
- Draft Master Plan Report - March 2021
- Final Master Plan Report - April 2021
- Impact Fee CIAC Meeting - July 2021
- Impact Fee Council Presentation - August 2021
- AWIA Risk and Resiliency Assessment - December 31, 2020 (ahead of required completion date)
- AWIA Emergency Response Plan - June 30, 2021 (ahead of required completion date)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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, Texas 76102, TX United States

Certificate Number:
2023-986958

Date Filed:
02/23/2023

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.

PSA
Water and Wastewater Master Plan Amendment

| 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 | |
| | Johnson, Kevin | Dallas, TX United States | X | |
| | Archer, Charles | Raleigh, NC United States | X | |
| | Reedy, Mike | Houston, TX United States | X | |
| | Payne, Jeff | Fort Worth, TX United States | X | |
| | Greer, Alan | Fort Worth, TX United States | X | |
| | Hatley, Tricia | Oklahoma City, OK United States | X | |
| | Wolfhope, John | Austin, TX United States | X | |

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Paula Durant, and my date of birth is September 19, 1968.

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

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

Executed in Tarrant County, State of Texas, on the 23rd day of February, 20 23.
(month) (year)

Paula Durant

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Legal & Purchasing

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: March 6, 2023

SUBJECT:

Consider approval of a minute order authorizing the City Manager to execute a Settlement Agreement and Mutual Release with Spectrum Gulf Coast, LLC settling a dispute over franchise fees and PEG fees in the case styled *City of Allen, Texas et al., v. Time Warner Cable, Texas, LLC d/b/a Spectrum and Charter Communications*, Case No. 6:10-cv-345-ADA-DTG. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

SUMMARY:

There was a legal dispute between the City and Spectrum over the payment of franchise and PEG fees. In 2019, the City, along with other cities, filed a lawsuit against Spectrum arising out of the dispute. The proposed Settlement Agreement and Mutual Release resolves the legal dispute.

OPTIONS:

- 1) Approve the minute order authorizing the City Manager to execute a Settlement Agreement and Mutual Release with Spectrum Gulf Coast, LLC settling a dispute over franchise fees and PEG fees in the case styled *City of Allen, Texas et al., v. Time Warner Cable, Texas, LLC d/b/a Spectrum and Charter Communications*, Case No. 6:10-cv-345-ADA-DTG as presented
- 2) Deny the minute order

RECOMMENDATION:

Approve the minute order authorizing the City Manager to execute a Settlement Agreement and Mutual Release with Spectrum Gulf Coast, LLC settling a dispute over franchise fees and PEG fees in the case styled *City of Allen, Texas et al., v. Time Warner Cable, Texas, LLC d/b/a Spectrum and Charter Communications*, Case No. 6:10-cv-345-ADA-DTG as presented

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

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

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

Planning & Zoning Commission Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: March 6, 2023

SUBJECT:

1101 CR 1021 (Case 23-004): 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 and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)

SUMMARY:

On January 9, 2023, an application for a zoning change request was submitted by Heather Houseman on behalf of Bryan Langley, representing the City of Burleson, for a zoning change request of approximately 2.063 acres for single-family estate district.

Development Overview:

The property is currently zoned "A", Agriculture, and is being replatted under a separate development case (Case 22-168) as part of Capital Improvement projects (CIP) related to Lakewood Drive. A result of that CIP project and resulting required platting is that the new proposed lot will be less than the minimum 3 acres required in the "A", Agricultural zoning district. The applicant has requested to rezone the property to "SFE", Single-family estate district to allow the property to be sold and developed for a residential use. "SFE" zoning requires a minimum lot size of one acre.

Zoning and Land Use Table

| | Zoning | Use |
|--------------|-------------------------|-------------------------------|
| Subject Site | A, Agriculture | Undeveloped |
| North | ETJ | Residential |
| East | PD, Planned Development | Residential, Undeveloped |
| South | PD, Planned Development | Burlington Santa Fe rail road |
| West | ETJ | Residential |

This site is designated in the Comprehensive Plan as Neighborhoods.

This land use category is intended for predominantly traditional single-family residential developments, but does allow for a mix of densities, lot sizes, housing stock, and styles as appropriate.

Staff supports a zoning change request to “SFE” Single-family estate district based on the adjacent uses and lot sizes, as well as conformance with the Comprehensive Plan.

Engineering:

Development of the land will require platting and engineering reviews.

OPTIONS:

- 1) Approve the ordinance for a zoning change request to “SFE” Single-family estate district; or
- 2) Approve the ordinance for a zoning change request to an alternative zoning district; or
- 3) Deny the ordinance for a zoning change request;

RECOMMENDATION:

Approve the ordinance for a zoning change to “SFE” Single-family estate district (Case 23-004).

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9686

ZC – 1101 CR 1021

Location:

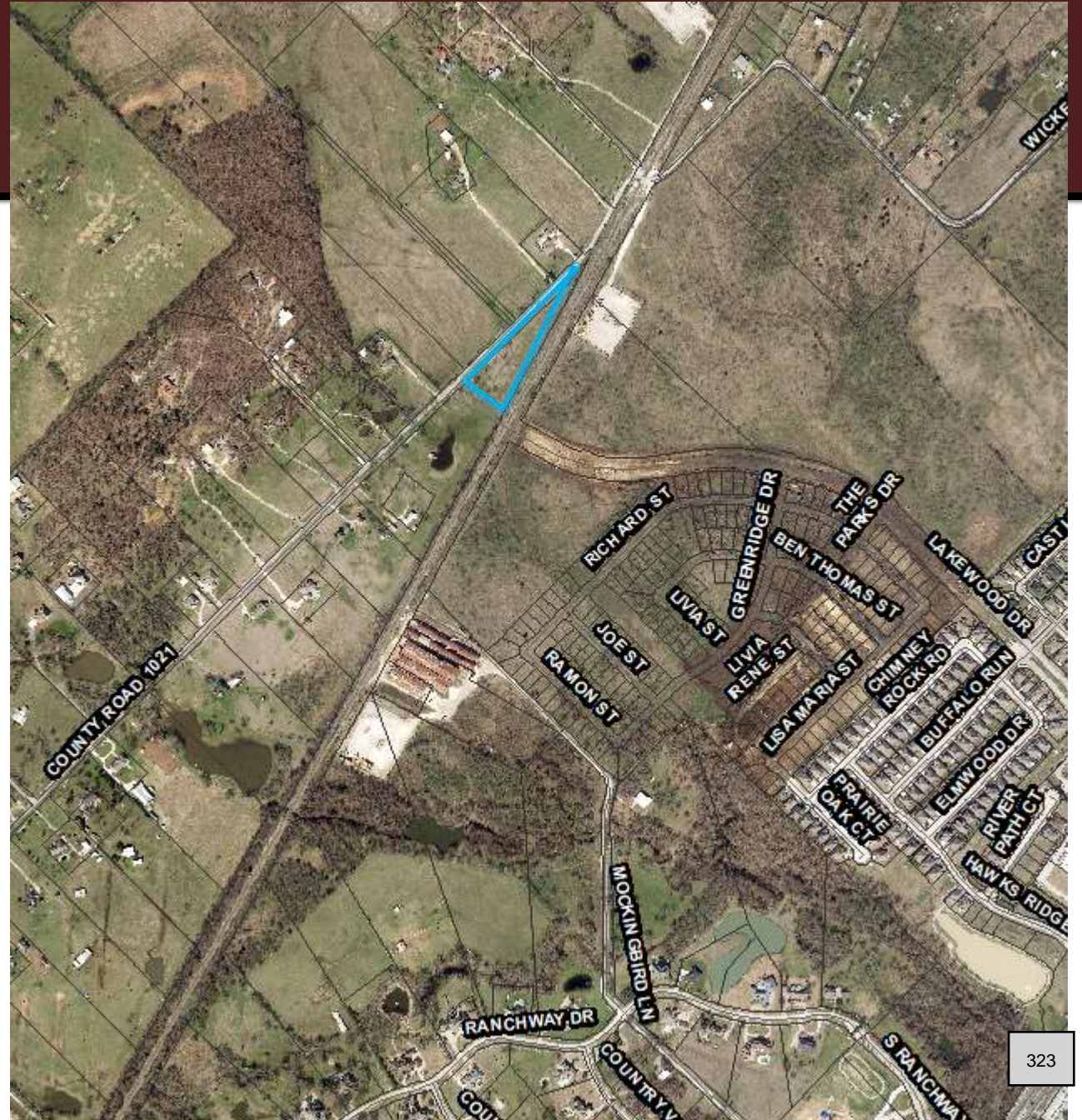
- 1101 CR 1021
- 2.063 acres

Applicant:

City of Burleson

Item for approval:

Zoning Change from "A"
Agriculture to "SFE" Single-
family estate district (Case23-
004)

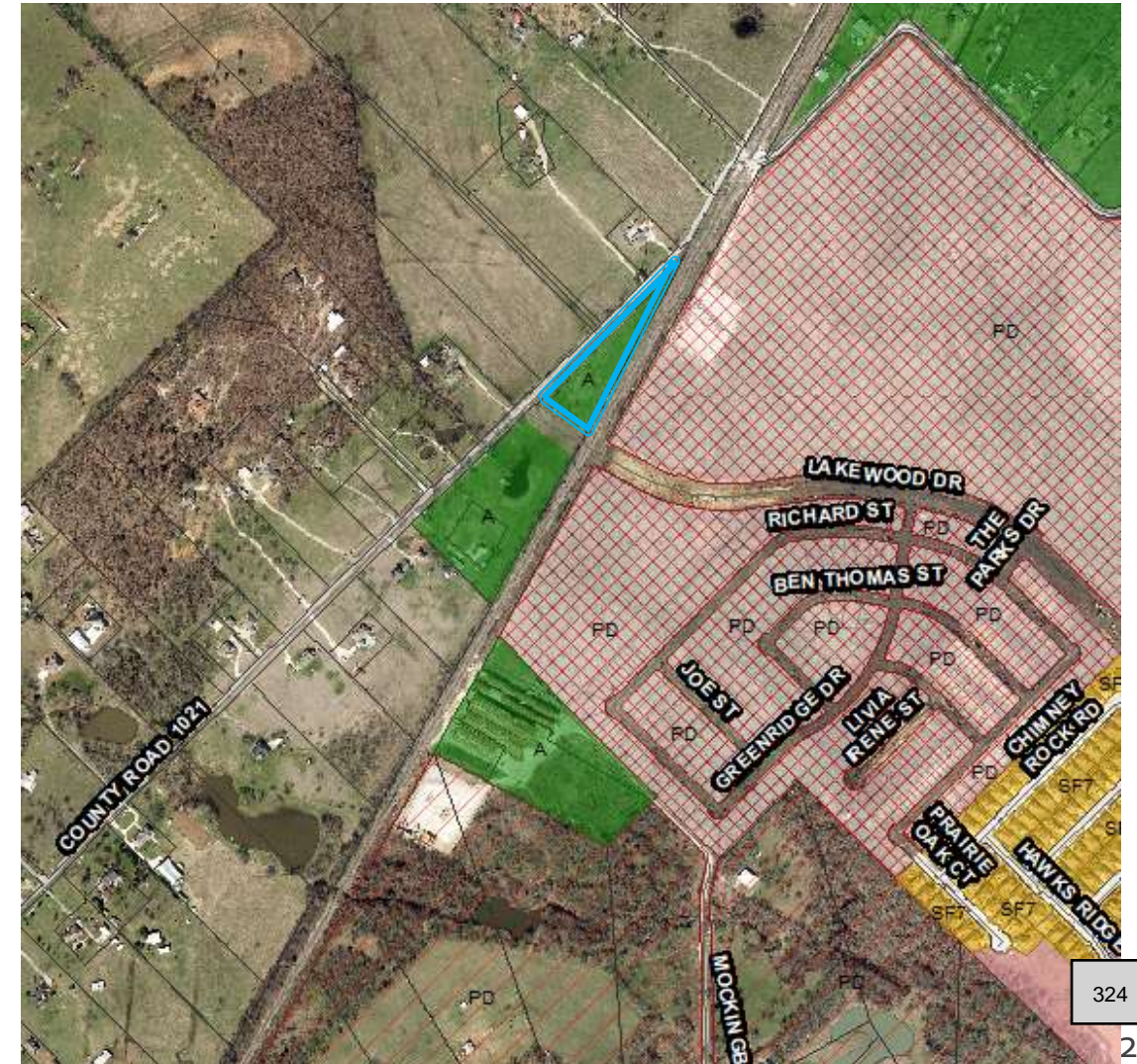


Comprehensive Plan

Neighborhoods

Zoning

A, Agriculture



ZC – 1101 CR 1021

Rezone is necessary due to the platting required with the Lakewood Drive capital improvement project. The newly created lot, which has been bisected by Lakewood Drive, is less than the 3 acre minimum required in the "A", Agriculture district.



ZC – 1101 CR 1021

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



ZC – 1101 CR 1021

P&Z Summary

Vote

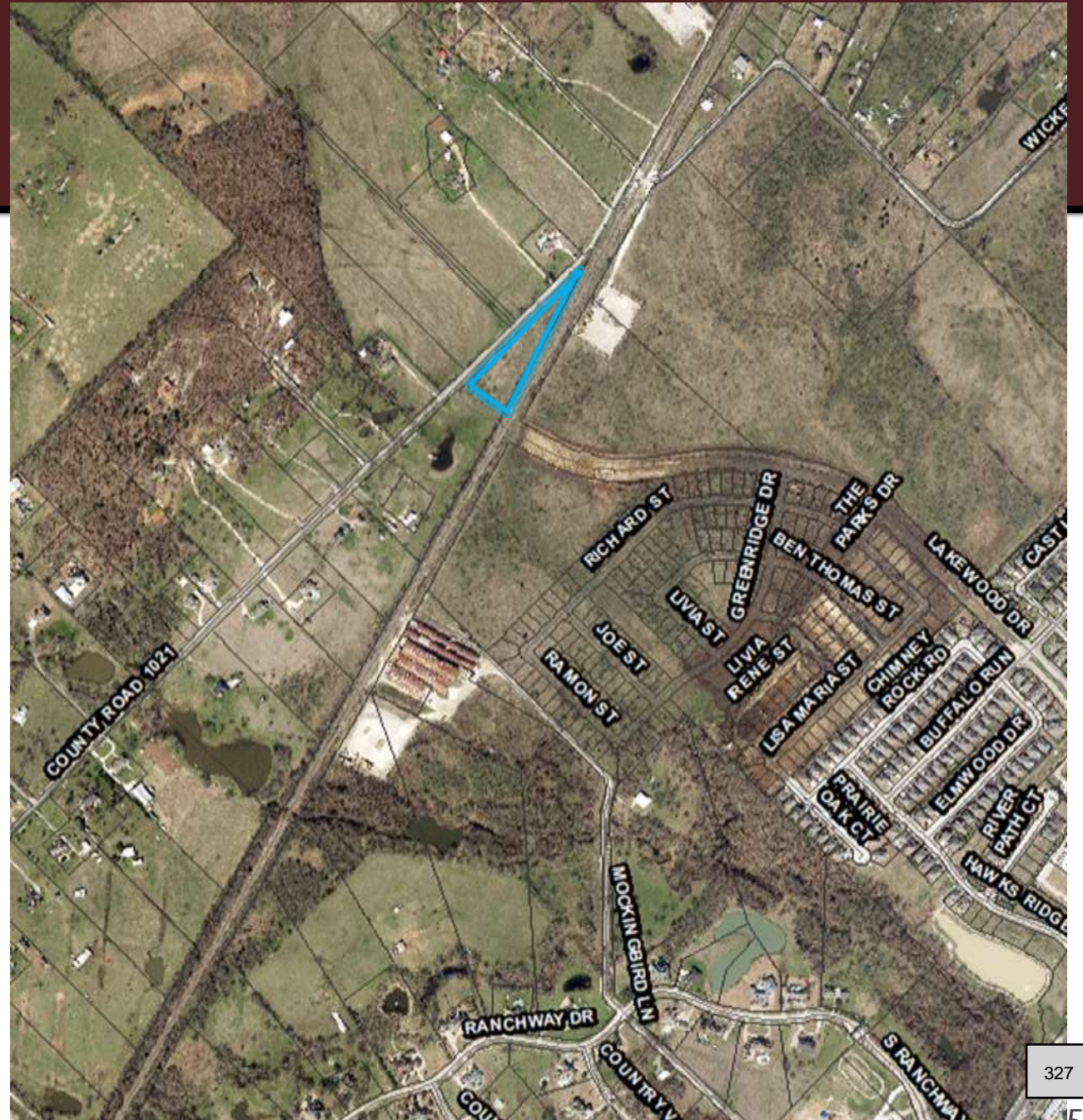
Recommended approval unanimously

Discussion

None

Speakers

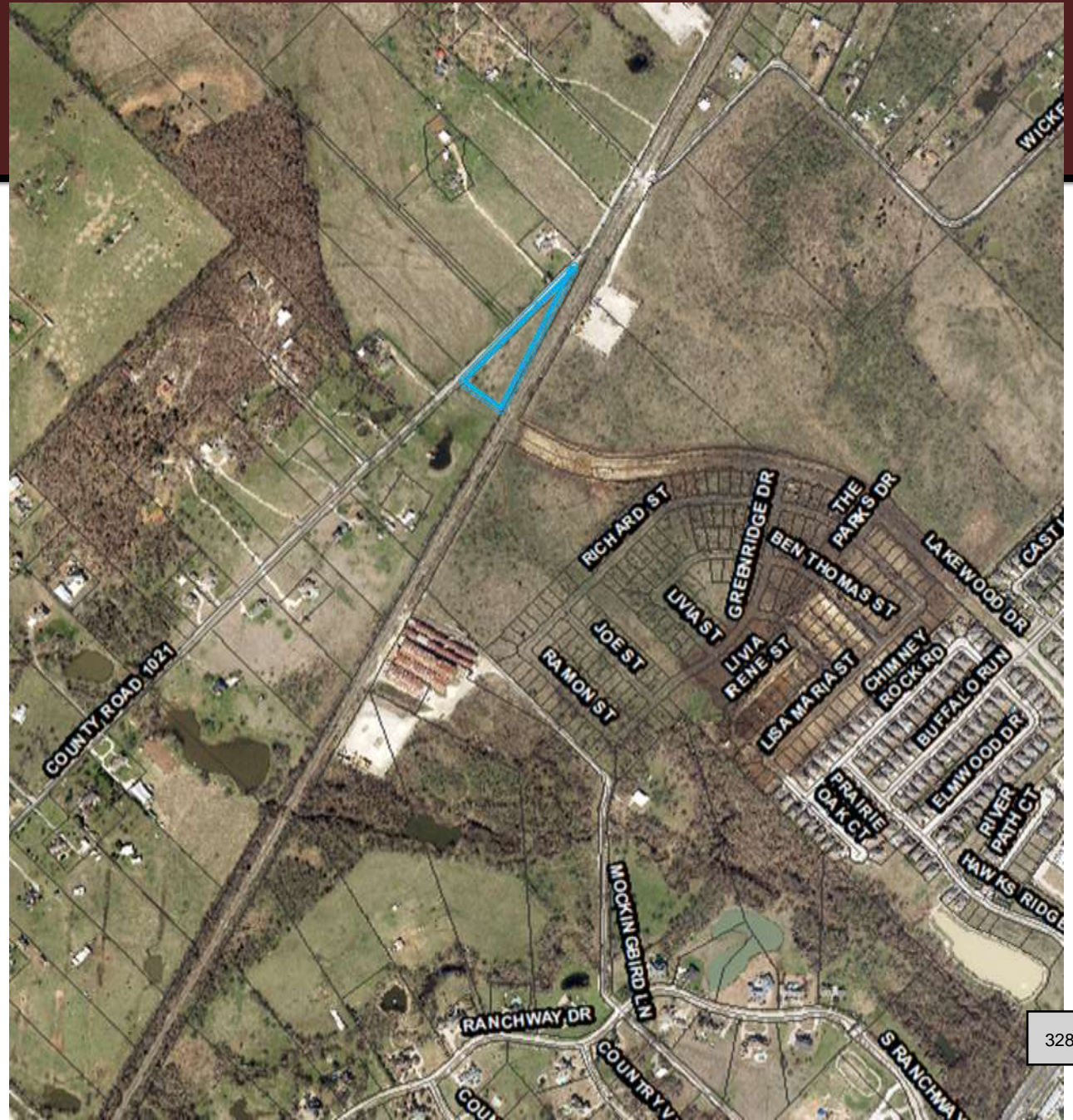
Applicant was present (no questions)



ZC – 1101 CR 1021

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to “SFE” Single-family estate district
- Conforms with the Comprehensive Plan
- Compatible with adjacent uses and lot sizes



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 2.063 ACRES OF LAND SITUATED IN THE H.G. CATLETT SURVEY ABSTRACTS NO. 178 AND NO.182, DESCRIBED IN DOCUMENT 2017-17710, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS (R.P.R.J.C.T.), FROM AGRICULTURE (A) TO SINGLE-FAMILY ESTATE DISTRICT (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 **City of Burleson (property owner)** on **January 9, 2023**, under **Case Number 23-004**, 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 **7 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 District (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 certain land described as **2.063 acres of land situated in the H.G. Catlett survey abstracts No. 178 and No.182, described in Document 2017-17710, Real Property Records, Johnson County, Texas (R.P.R.J.C.T.), as illustrated in Exhibit A, labeled as Lot 1AR, Block 1**, by changing the zoning of said property from **Agriculture (A)** to **Single-family estate district (SFE)**.

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

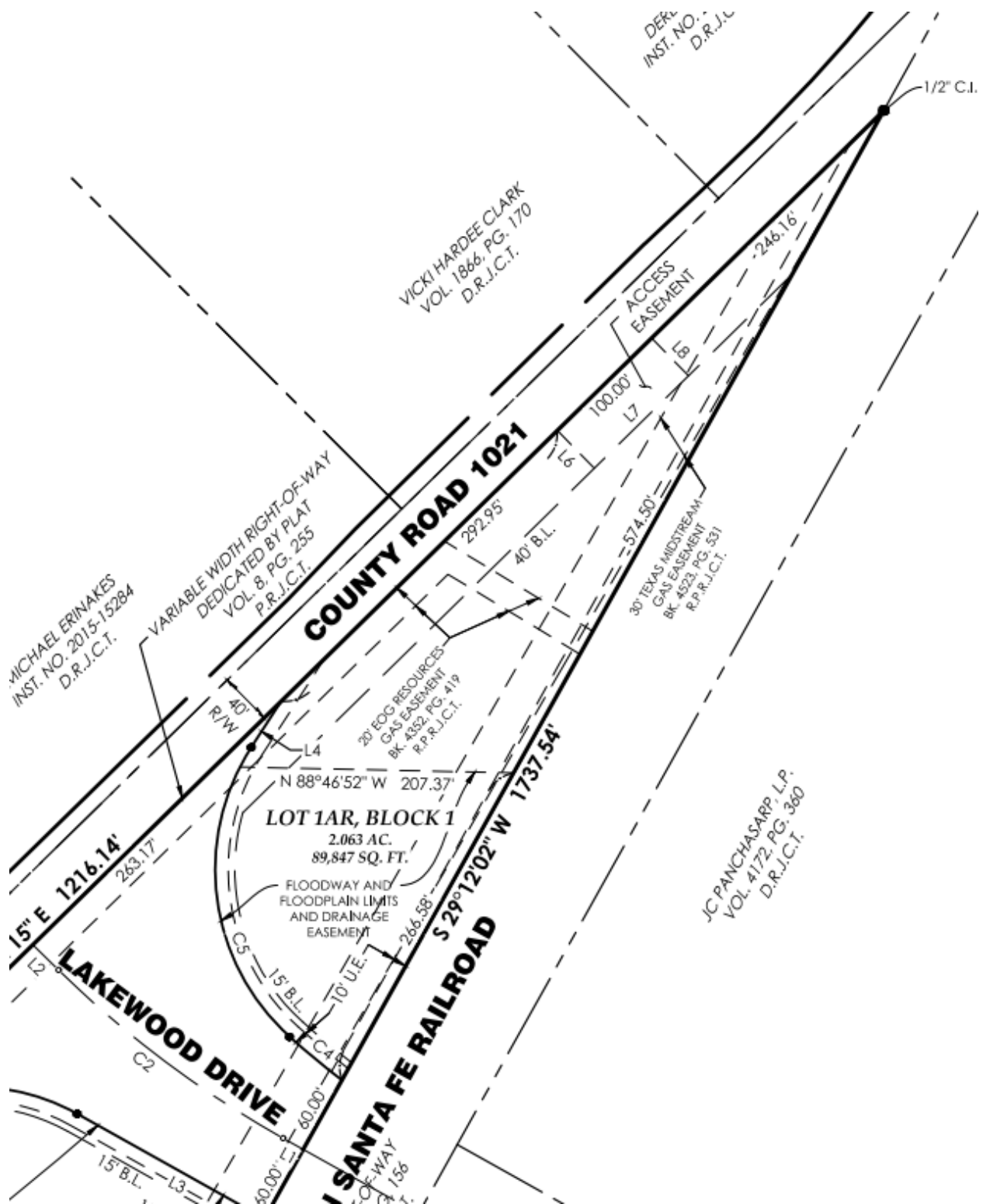
ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"



Planning & Zoning Commission Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: March 6, 2023

SUBJECT:

Belle Oak Estates (Case 22-169): Hold a public hearing and consider approval of an ordinance for a zoning change request from “A”, Agricultural to “PD”, Planned Development for a 39.696 acre site. *(First and Final Reading) (Staff Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission motion for approval passed 6-0).*

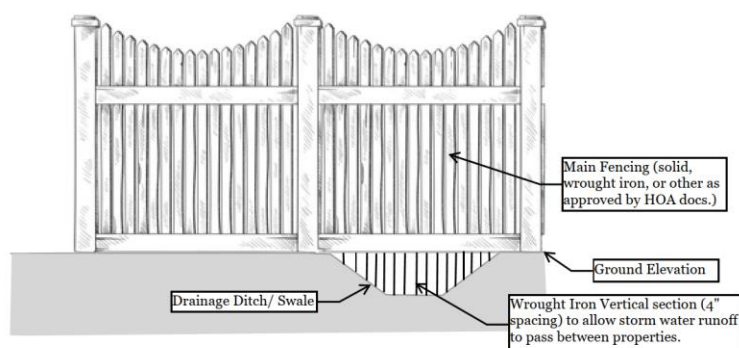
SUMMARY:

On December 27, 2022, an application was submitted by David Reaves (applicant) with Grant Engineering on behalf of William Ware (owner), to rezone approximately 39.696 acres from “A”, Agricultural to “PD”, Planned Development. The Belle Oak Estates development was originally located in the City of Burleson’s Extraterritorial Jurisdiction (ETJ) when it was first platted and subdivided into one acre residential lots in 2006. The Belle Oak Estates development was eventually annexed into the City of Burleson in August of 2016 by ordinance #447-06-2016. According to the zoning ordinance, newly annexed territory is zoned as A, Agricultural district, unless the city council, at the time of annexation, designates other zoning categories for the area. During the annexation process, an alternative zoning district was never proposed and the development remained A, Agricultural.

On November 14, 2022, a replat for Belle Oak Estates was submitted. During the review by city staff, it was determined that the default A, Agricultural zoning designation was inappropriate as the previously platted one acre lots of the Belle Oak Estates development were in direct violation of the 3 acre minimum lot size for Agriculturally zoned lots. The applicant was instructed to submit a zoning change request to rezone the subject site to a more conducive zoning district in compliance with the development.

The applicant has proposed to rezone the subject site to PD, Planned Development with a base zoning of SFE to include the following conditions:

- Minimum Lot Width: (60’)
- Any fences built across a drainage easement must be either open to allow the flow of surface water, or be constructed in a manner that allows water to flow freely underneath it. Acceptable options are depicted below:

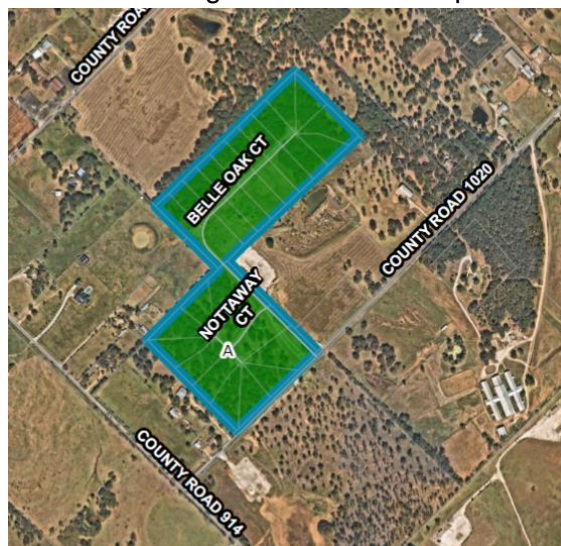


A draft ordinance for this zoning change request is included in this packet.

Planning Analysis

The City's Imagine Burleson 2030 Midpoint Update Comprehensive Plan designates this site as **Neighborhoods** and **Community Commercial**. The Neighborhood designation is generally described as "predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots." The Community Commercial designation is generally "intended to provide suitable areas for the development of light to medium intensity commercial uses to support surrounding urban development."

The proposed zoning of a Planned Development containing single-family residential is in complete compliance with the Neighborhoods comp plan designation. The Community Commercial designation does not necessarily conform to the requested PD, however, the Belle Oak Estates development was originally subdivided as residential lots and annexed into the City of Burleson prior to the implementation of the Imagine Burleson Comprehensive Plan 2020 Midpoint Update.



| | Zoning | Use |
|--------------|-----------------|-------------------------|
| Subject Site | A, Agricultural | Subdivided, Undeveloped |
| North | ETJ | Developed, Residential |
| East | ETJ | Developed, Residential |
| South | ETJ | Developed, Residential |
| West | ETJ | Developed, Residential |

OPTIONS:

- 1) Approve the zoning change request; or
- 2) Approve the zoning request with modifications; or
- 3) Deny the zoning change request.

RECOMMENDATION:

Staff recommends approval of the zoning change request from “A”, Agricultural to “PD”, Planned Development for Belle Oak Estates as proposed by the applicant.

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

February 14, 2023: The Planning and Zoning Commission recommendation to approve the Belle Oak Estates PD was approved by a vote of 6-0.

June 20, 2016: City Council motion to **approve** the request to annex over 1,000 acres of land including Belle Oak Estates was approved by a vote of 7-0.

January 26, 2006: The Final Plat of Belle Oak Estates was approved by the City of Burleson.

PUBLIC NOTIFICATION:

Notice was mailed to surrounding property owners within 300 feet of the acreage proposed for this zone change and published in the newspaper in accordance with City ordinances and State law. In addition, a sign was placed on the subject property.

At this time staff has not received any formal opposition regarding this case.

FISCAL IMPACT:

None

STAFF CONTACT:

JP Ducay
Senior Planner, Development Services

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

juducay@burlesontx.com
817-426-9648

Belle Oak Estates ZC

Location:

- 39.696 acres
- CR 1020 / CR 914

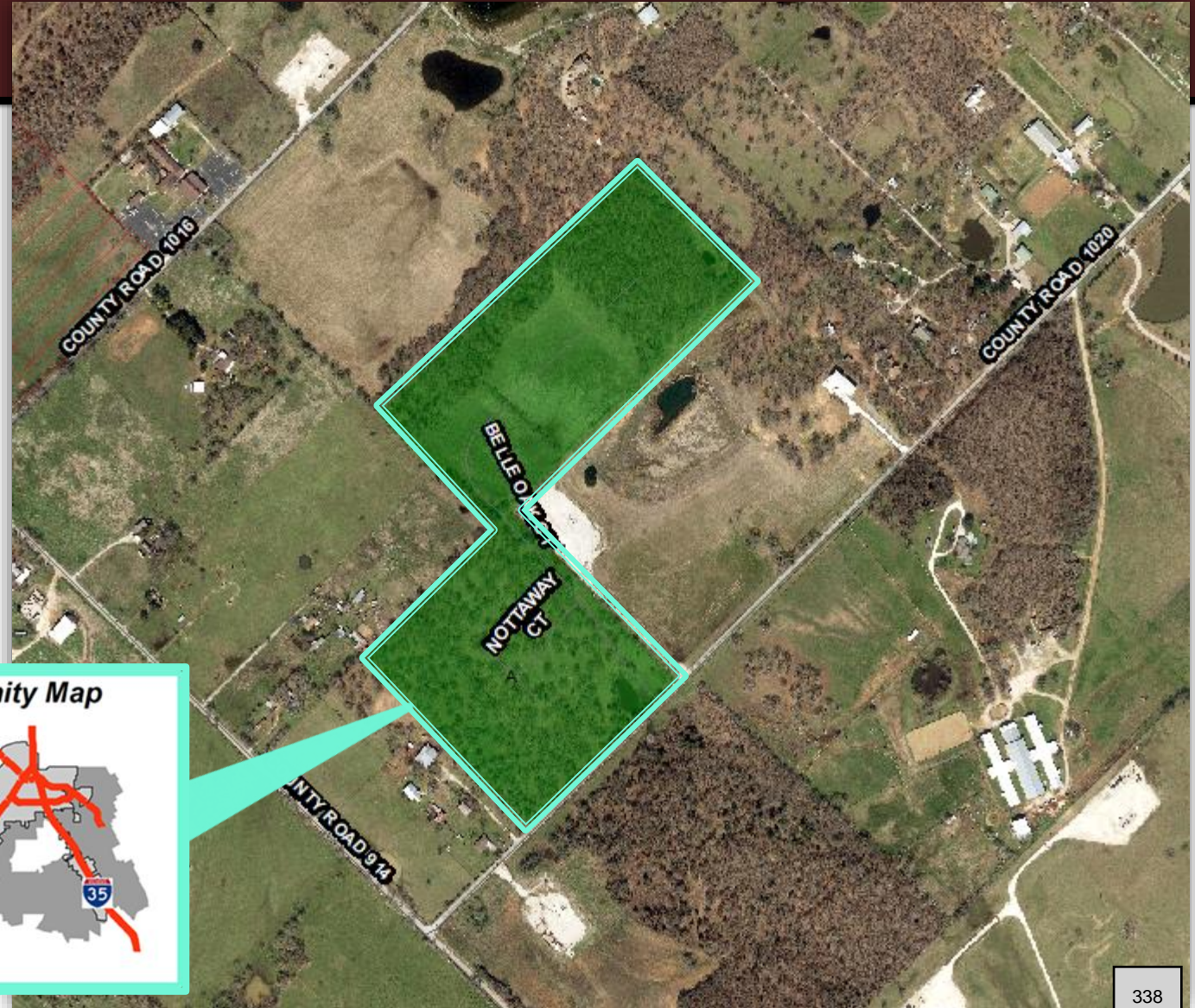
Applicant/Owner:

David Reaves – Applicant

William Ware – Owner

Item for approval:

Zoning Change (Case 22-169)



Belle Oak Estates ZC

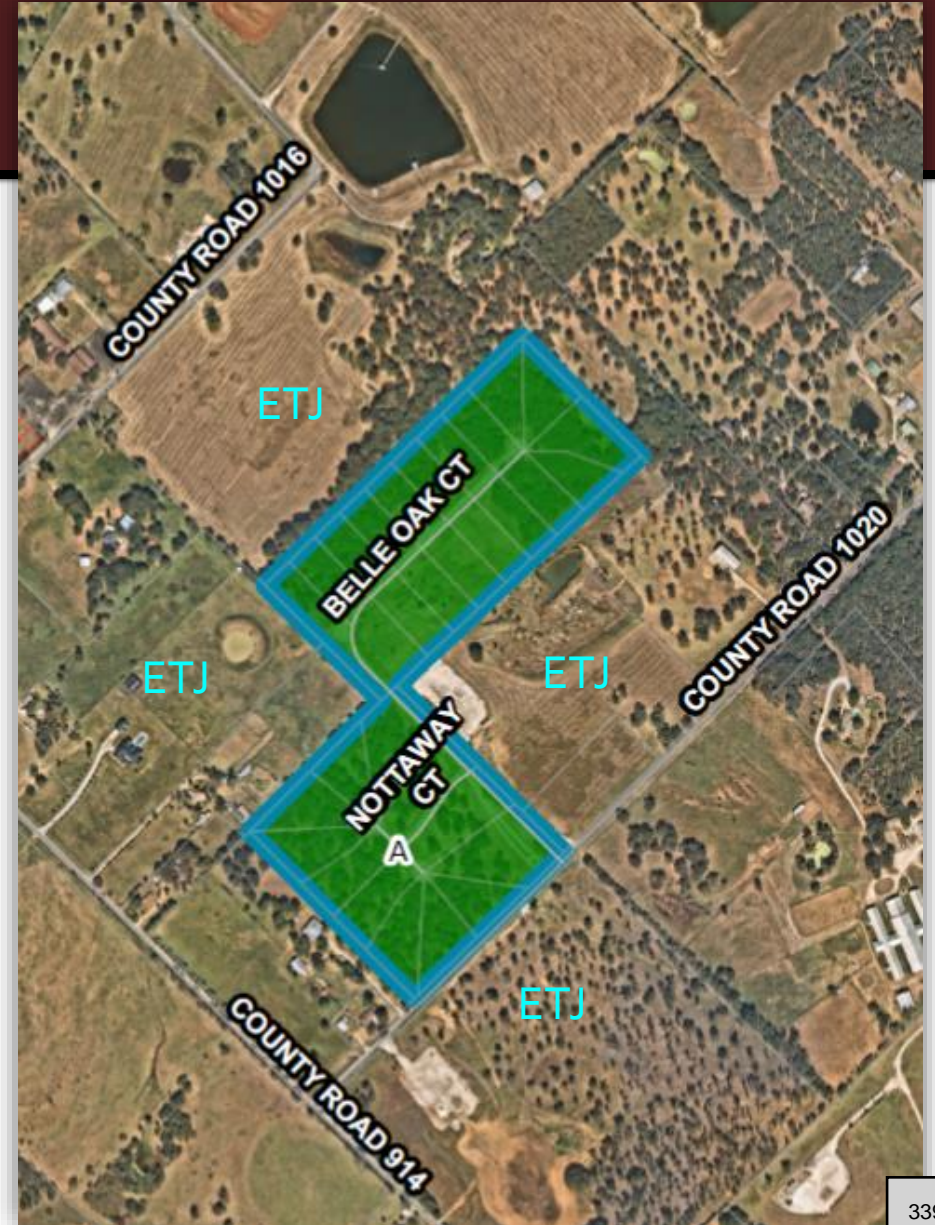
Zoning Information

2006: Belle Oak Estates was located in the City of Burleson's ETJ when it was first platted and subdivided into one acre residential lots.

2016: Belle Oak Estates was annexed into the City of Burleson by ordinance #447-06-2016.

- Per the zoning ordinance, newly annexed territory is zoned as A, Agricultural district (default zoning).
- An alternative zoning district was never proposed and the development remained A, Agriculture.

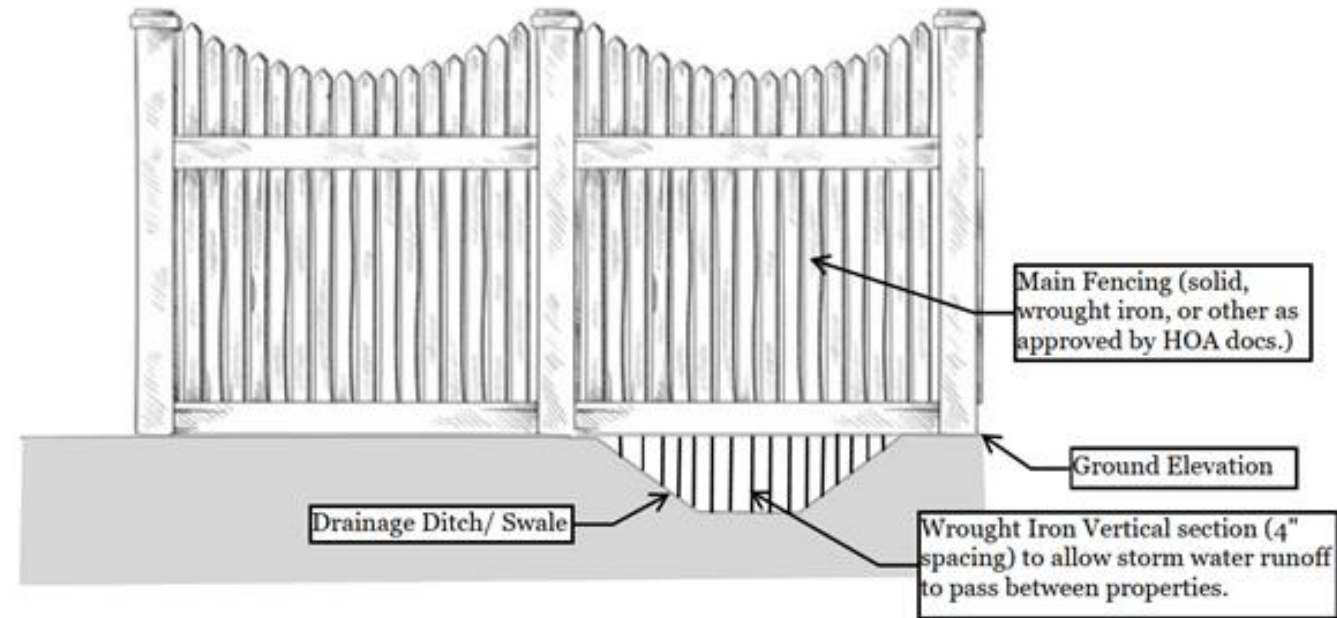
2022: Belle Oak Estates replat is submitted. It is determined that the default A, Agricultural zoning is unsuitable as the platted one acre lots are in direct violation with the 3 acre minimum lot size requirement for Agriculturally zoned land.



Belle Oak Estates ZC

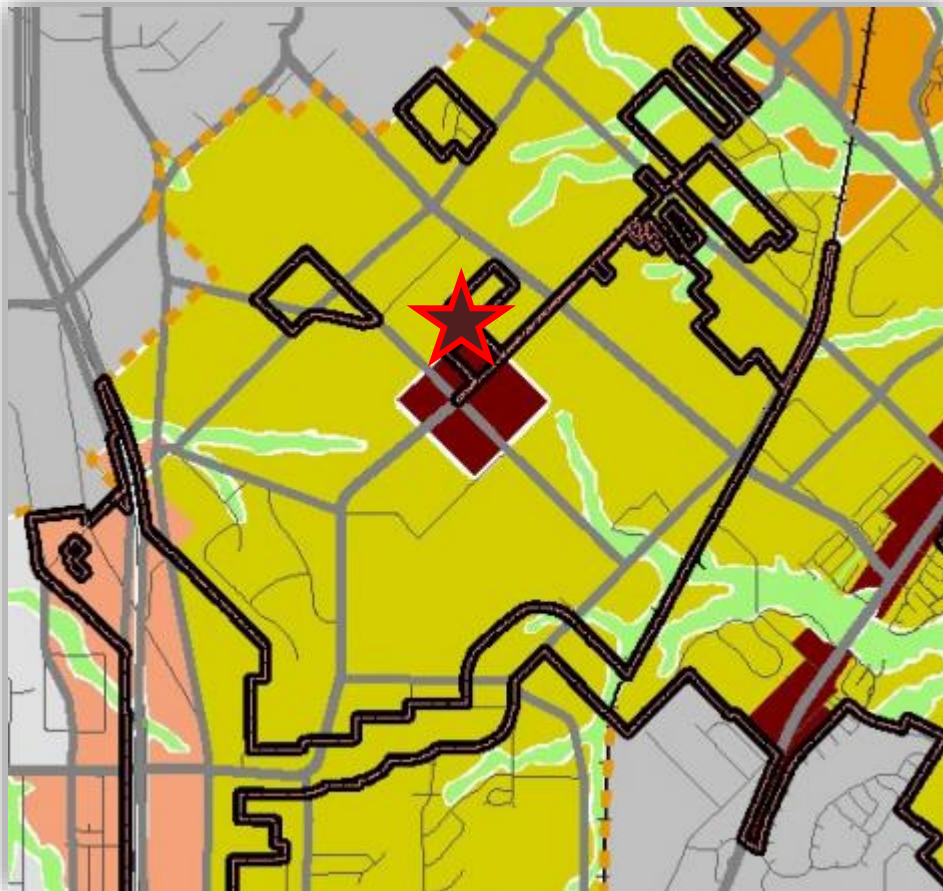
Zoning Request

- Applicant is requesting a zone change to PD, Planned Development.
- Base Zoning of SFE, Single-Family Estate with the following conditions:
 - Minimum Lot Width: Sixty Feet (60')
 - Any fences built across a drainage easement must be either open to allow the flow of surface water, or be constructed in a manner that allows water to flow freely underneath it. Acceptable options are depicted below:



Comprehensive Plan

Neighborhoods / Community Commercial



Current Zoning

Agricultural

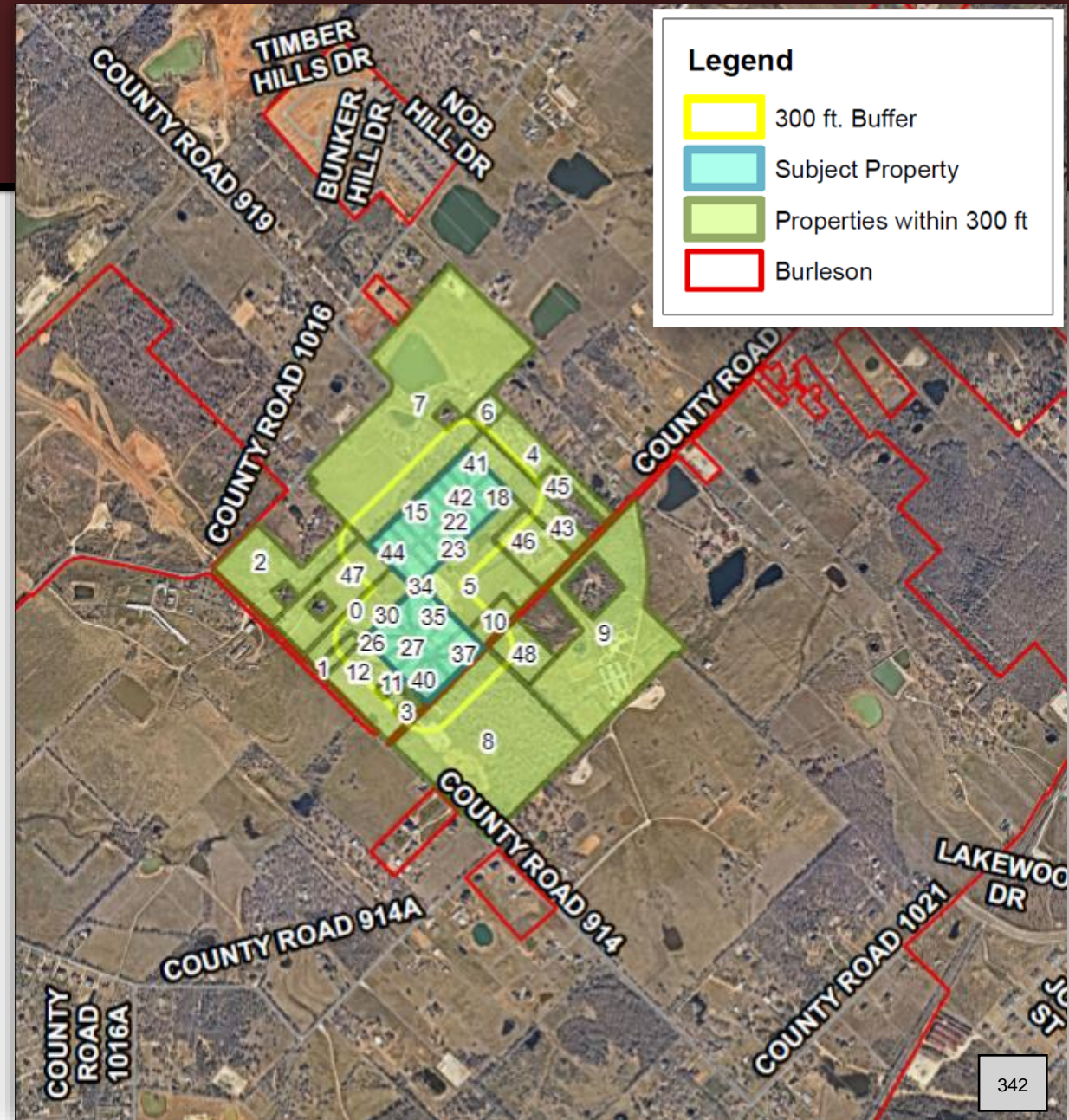


Belle Oak Estates ZC

Public Hearing Notice

- Public notices mailed to property owners within 300 feet of subject property.
- Published in newspaper.
- Sign posted on the property.

Staff has not received any inquiries regarding this request.



Belle Oak Estates ZC

P&Z Summary

Vote

Motion to approve the zoning request as requested by the applicant (PD, with modifications) was approved by a vote of 6-0

Discussion

None

Speakers

None

Belle Oak Estates ZC

Staff's Recommendation

Staff recommends approval of the zoning change request from "A", Agricultural to "PD", Planned Development for Belle Oak Estates as proposed by the applicant.

- Staff supports the Planned Development as it is in conformance with the vision of Comprehensive Plan and brings the Belle Oak Development into zoning compliance.



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 39.696 ACRES OF LAND LOCATED IN THE H.G. CATLETT SURVEY NO. 12, ABSTRACT NO. 185, JOHNSON COUNTY, TEXAS, FROM AGRICULTURE (A) TO PLANNED DEVELOPMENT (PD), MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 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 David Reaves (applicant) on December 27, 2022, under Case Number 22-169, 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 6 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 Planned Development (PD); 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 certain land described as 39.696 acres of land located in the H.G. Catlett Survey No. 12, Abstract No. 185, Johnson County, Texas (D.R.J.C.T.), as shown on the attached Exhibit A incorporated herein by reference, by changing the zoning of said property from Agriculture (A) to Planned Development (PD).

Section 2.

The Planned Development district, as defined by Exhibit A, shall be subject to the following conditions:

1. GENERAL

This property is subject to all the regulations contained in the City of Burleson development codes, except where amended by this Ordinance

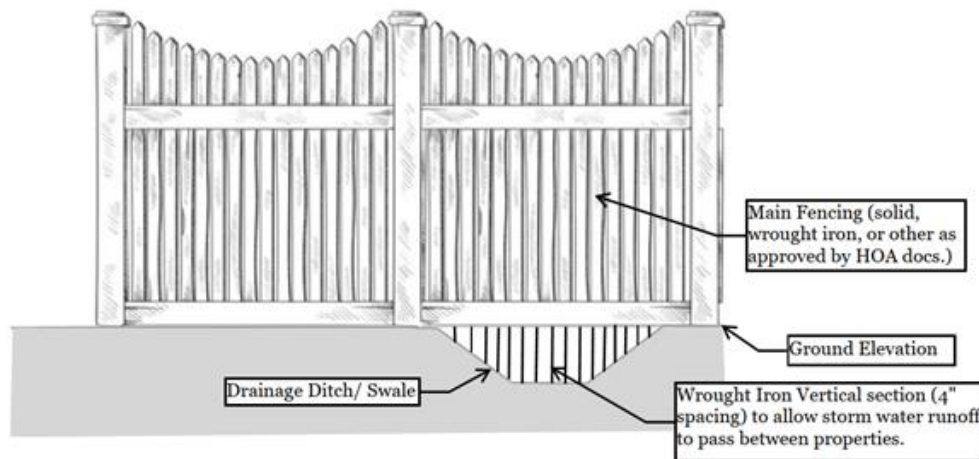
2. PERMITTED LAND USES

Except as otherwise provided herein, land uses permitted within this PD district shown on Exhibit A are limited to the Single-Family Estate (SFE) zoning district as defined by the City of Burleson Zoning Ordinance.

3. DEVELOPMENT STANDARDS:

Except as otherwise provided herein, the acting development standards applied to this PD district shown on Exhibit A shall include the Single-Family Estate (SFE) development area regulations and all the regulations contained in the City of Burleson development codes, except where amended by this Ordinance:

- Minimum Lot Width: Sixty Feet (60')
- Any fences built across a drainage easement must be either open to allow the flow of surface water, or be constructed in a manner that allows water to flow freely underneath it. Acceptable options are depicted below:



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 – Legal Description

A 39.696 acre tract of land out of the H. G. Catlett Survey No. 12, Abstract No. 185, Johnson County, Texas, being a portion of those two tracts conveyed by B. S. DeBusk, and wife, Phyllis DeBusk to C. B. Green by Warranty Deed recorded in Volume 419, Page 53, Deed Records of Johnson County, Texas, and a portion of that tract conveyed to C. B. Green by Warranty Deed recorded in Volume 463, Page 210 of said Deed Records, said combined tract being more particularly described by metes and bounds as follows;

BEGINNING at a set 1/2" steel rod at the most northerly corner of Lot 1, Block 1, Monroe Addition, an addition in Johnson County, Texas, according to the plat recorded in Volume 9, Page 321, Drawer C, Plat Records, Johnson County, Texas, said point being in the westerly northwest line of said Green tract in Volume 419, Page 53 of said Deed Records;

THENCE North 45°04'57" East along the westerly northwest line of said Green tract, and along a fence, 746.92 feet to a found 1/2" steel rod;

THENCE North 45°13'15" West along a fence, 662.10 feet to a fence corner post;

THENCE North 46°03'11" East along a fence, 1443.25 feet to a found 1/2" steel rod;

THENCE South 44°31'00" East along a fence, 676.05 feet to a found 1/2" steel rod;

THENCE South 46°42'10" West along a fence, 1347.47 feet to a found 1/2" steel rod;

THENCE South 45°00'00" East along the southerly northeast line of said Green Tract, 922.30 feet to point;

THENCE South 45°42'43" West, 839.79 feet to a point in the southwesterly line of said Green Tract and the northeasterly line of said Lot 1, Block 1, Monroe Addition;

THENCE North 44°31'59" West along a fence, 540.00 feet to a found 1/2" steel rod at an angle point in the northeasterly line of said Lot 1, Block 1;

THENCE North 44°55'03" West, continuing along said northeasterly line of Lot 1, Block 1 and along a fence, 373.37 feet to the Point of Beginning and containing 39.696 acres (1,729,163 square feet) of land, more or less.



ORDINANCE #447-06-2016

AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY OF BURLESON OF TERRITORY MORE SPECIFICALLY DESCRIBED BELOW GENERALLY COMPRISING APPROXIMATELY 44 ACRES, FOR ALL MUNICIPAL PURPOSES; APPROVING A SERVICE PLAN FOR SUCH TERRITORY; AMENDING ORDINANCE C-594-06(A0709), OFFICIAL MAP OF THE CITY OF BURLESON; PROVIDING A SAVE AN EXCEPT CLAUSE PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, public hearings on the proposed annexation were held before the Burleson City Council, said hearing dates being not more than forth days nor less than twenty days before the adoption of this ordinance on first reading; and

WHEREAS, all of the property described herein is adjacent to and within the exclusive extraterritorial jurisdiction of the City of Burleson; and

WHEREAS, a Service Plan has been prepared and presented at the public hearings and is attached to and adopted with this Ordinance; and

WHEREAS, all requirements of law have been met to require this annexation, including compliance with the provisions of Chapter 43 of the Texas Local Government Code.

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

SECTION 1 ANNEXATION

That all portions of the following tract (the "Annexation Area") located in Johnson County, Texas, comprising a total of 44 acres of land, more or less, is hereby annexed into the City of Burleson as a part of the city for all municipal purposes, and the city limits are extended to include such Annexation Area located in the Belle Oak Estates;

the Monroe Addition; the H.G. Catlett Survey, Abstract 185; and the H.G. Catlett Survey, Abstract 182; as filed in the deed records of Johnson County, Texas and being more particularly depicted in Exhibit "A" and particularly described on Exhibit "B", both attached to and incorporated into this Ordinance for all purposes.

SECTION 2 RIGHTS AND DUTIES OF OWNERS AND INHABITANTS IN NEWLY ANNEXED AREA

That the owners and inhabitants of the Annexation Area are entitled to all of the rights and privileges of all other citizens and property owners of the City of Burleson, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3 OFFICIAL MAP

That Ordinance C-594-06(A0709), the official map and boundaries of the City, previously adopted, is hereby amended to include the Annexation Area as a part of the City of Burleson, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the town to add the territory annexed as required by law.

SECTION 4 FILING CERTIFIED COPY

That the City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas.

SECTION 5 SERVICE PLAN

That attached hereto, marked as Exhibit "C" and incorporated herein for all purposes incident hereto, is a Service Plan providing for the extension of municipal services into the Annexation Area, which was made available at the public hearings for inspection by and explanation to the inhabitants of the area to be annexed.

SECTION 6 CUMULATIVE CLAUSE

That 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.

SECTION 7 SEVERABILITY CLAUSE

That should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

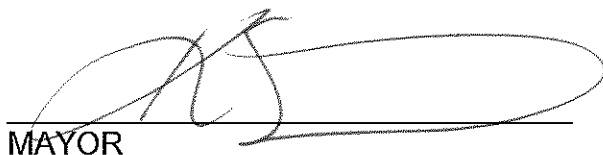
SECTION 8 AREAS EXCEPTED FROM ANNEXATION

That should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Burleson, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such Annexation Area. The City Council hereby declares it to be its purpose to annex into the City of Burleson every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed into the City of Burleson any lands or area which are presently part of and included within the limits of the City of Burleson, or which are presently part of and included within the limits of any other City, Town or Village, or which are not within the City of Burleson's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 9
EFFECTIVE CLAUSE

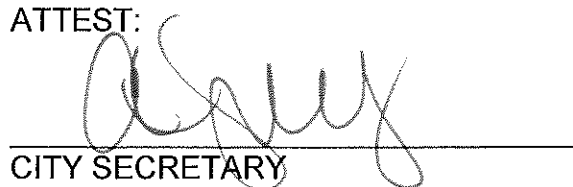
This ordinance shall be in full force and effect on August 1, 2016, and it is so ordained.

PASSED AND APPROVED ON THIS 20th DAY OF June 2016.



MAYOR

ATTEST:



CITY SECRETARY



APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

First reading: 6/6/16

Effective: 8/1/16

Exhibit "A"

Annexation Area

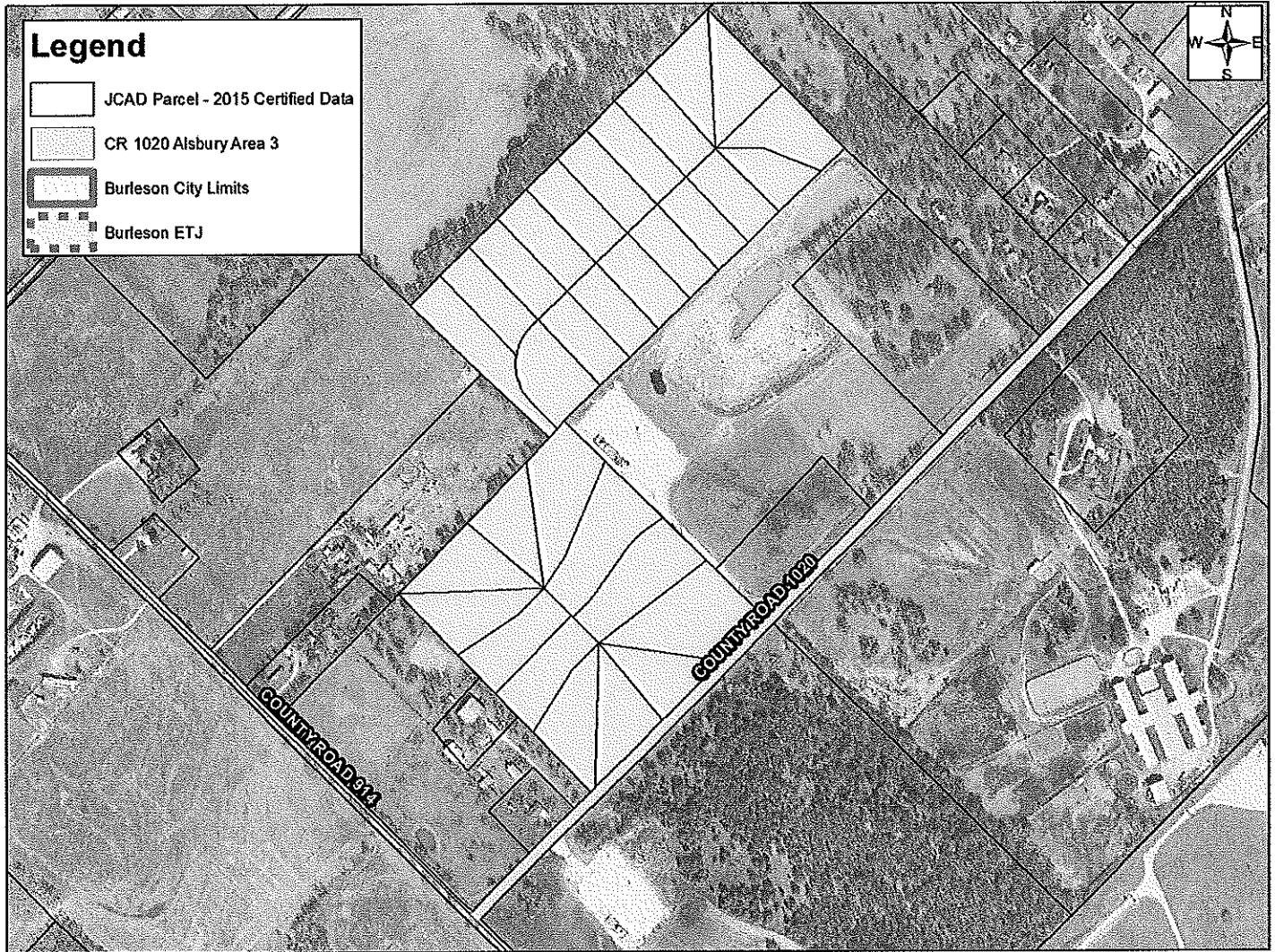


Exhibit "B"

Annexation Area Description

Beginning at the easternmost corner of Tract 25B of Abstract 185, HG Catlett Survey, Johnson County, Texas; said point also located along the northern right-of-way of County Road 1020;

Thence southeasterly across the right-of-way of County Road 1020 to a point for corner, said point located along the northwest boundary of Tract 5A of Abstract 182, HG Catlett Survey, Johnson County, Texas;

Thence southwesterly along the right-of-way of County Road 1020 approximately 3,246 Feet to a point for corner, said point being the centerline of County Road 914;

Thence northwest to a point for a corner being the intersection of the centerline of County Road 914 and the northern right-of-way of County Road 1020;

Thence northeasterly along the northern right-of-way line of County Road 1020 approximately 593.45 Feet to a point for a corner, said point being the southernmost point of Lot 4, Block 1, Belle Oaks Estates, an Addition in Johnson County, Texas;

Thence N 44°-31'-59" W 570 Feet to a 1/2" steel rod;

Thence N 44°-55'-03" W 373.37 Feet to a 1/2" steel rod;

Thence N 45°-04'-57" E 746.92 Feet to a 1/2" steel rod;

Thence N 45°-13'-15" W 662.10 Feet to a fence corner post;

Thence N 46°-03'-11" E 1,443.25 Feet to a 1/2" steel rod;

Thence S 44°-31'-00" E 676.05 Feet to a 1/2" steel rod;

Thence S 46°-42'-10" W 1,347.47 Feet to a 1/2" steel rod;

Thence S 45°-00'-00" E 970.52 Feet to the northern right-of-way line of County Road 1020;

Thence northeasterly along the northern right-of-way line of County Road 1020 approximately 1,804.50 Feet to the point of beginning.

Exhibit “C”

CITY OF BURLESON, TEXAS **SERVICE PLAN FOR ANNEXED AREA**

Property Subject to Plan (the “Annexation Area”):

Approximately 44 acres of land located in the western portion of the City of Burleson Extraterritorial Jurisdiction (ETJ) in areas along County Road 1020 and northeast of County Road 914.

Location: City of Burleson ETJ

County: Johnson

Municipal services to the Annexation Area will be furnished by or on behalf of the City of Burleson, Texas, at the following levels and in accordance with the following service plan programs:

I. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION

The City will provide the following services in the Annexation Area on the effective date of the annexation, unless otherwise noted.

1. POLICE PROTECTION

The City of Burleson, Texas will provide police protection to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Burleson, Texas will provide, or cause to be provided, fire protection and ambulance service to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. SOLID WASTE COLLECTION

The City of Burleson, Texas provides, or causes to provide, solid waste and refuse collection services within the city limits of the City of Burleson, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed areas to the extent that the annexed lot or tract is adjacent to public right-of-way. Persons using the services of a privately owned solid waste management service provider prior to the effective date of annexation may continue to use such services until the second anniversary of the annexation in accordance with Section 43.056 (n) and (o), Local Government Code, State of Texas.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water or waste water facilities owned or maintained by the City of Burleson, Texas, at the time of annexation shall continue to be maintained by the City of Burleson, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Burleson, Texas, to the extent of its ownership. The newly annexed existing water mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing or as may be amended.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the public, and which are owned by the City of Burleson, Texas, shall be

maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City of Burleson, Texas, pursuant to the current rules, regulations and fees of the City of Burleson, Texas.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Burleson, Texas, is not aware of the existence of any public parks, public playgrounds or public swimming pools now located in the area proposed for annexation. In the event any such public parks, public playgrounds, or public swimming pools do exist and are public facilities, the City of Burleson, Texas, will maintain such areas to the same extent and degree that it maintains public parks, public playgrounds and public swimming pools and other similar areas of the City now incorporated in the City of Burleson, Texas.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Burleson, Texas is not aware of the existence of any publicly owned municipal facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned municipal facility, building or municipal service does exist and are public facilities, the City of Burleson, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned municipal facilities, buildings or municipal services of the City now incorporated in the City of Burleson, Texas.

II. PROGRAM FOR PROVIDING ADDITIONAL SERVICES

In addition to the services identified above, the following services will be provided in the Annexation Area on the effective date of the annexation, unless otherwise noted:

1. LIBRARY SERVICES

Any residents of the Annexation Area will be eligible to receive library services from the Burleson Public Library commencing on the effective date of the annexation.

2 MUNICIPAL ADMINISTRATION

The City of Burleson, Texas will provide general municipal administration and administrative services commencing on the effective date of the annexation.

3. ENFORCEMENT OF CODES AND ORDINANCES

Enforcement of the City's ordinances and regulatory codes will be provided within the Annexation Area on the effective date of the annexation. The City's health, environmental, building, plumbing, mechanical, electrical, and all other codes will be enforced within the Annexation Area beginning with the effective date of the annexation. The City's zoning ordinance, subdivision regulations, design standards manual and related ordinances shall be enforced in the Annexation Area beginning on the effective date of the annexation. Complaints of ordinance or regulation violations within the area will be answered and investigated by existing personnel.

4. INSPECTION SERVICES

All inspection services furnished by the City of Burleson, Texas, but not mentioned above, will be provided to the Annexation Area beginning on the effective date of the annexation.

III. CONSTRUCTION OF CAPITAL IMPROVEMENTS

In addition to the services listed above, the City of Burleson, Texas will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City no later than two and one-half (2-½) years after the effective date of the annexation except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service. If full municipal services cannot be reasonably provided within the aforementioned time period, the City of Burleson, Texas will propose a schedule for providing said services within a period of four and one-half (4-½) years after the effective date of the annexation, and/or upon commencement of development of a land subdivision within the Annexation Area, whichever occurs later.

1. GENERAL

- a. The City policy for extending water and waste water service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.
- b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE.

The City Council of the City of Burleson, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical service. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Burleson, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of police, fire and emergency medical services provided within the corporate limits of the City. The need for construction of new facilities will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. WATER FACILITIES AND SERVICES

The City of Burleson, Texas will undertake to provide water mains for points of connection for serviceable extensions, and/or contract with other utilities to provide service, for the establishment of water and wastewater

service within the Annexation Area pursuant to the City's standard water extension policies now in existence or as may be amended by the City Council. The area to be annexed is currently served by another water provider with a Certificate of Convenience and Necessity. If further development occurs that warrants extension or expansion of the water main, such extension or expansion will be implemented in accordance with the City's utility policies and Water and Wastewater Master Plan. Upon connection to existing mains, water will be provided at rates established by the water service provider.

4. WASTE WATER SERVICES

The City of Burleson, Texas will undertake to provide waste water mains for points of connection for serviceable extensions, and/or contract with other utilities to provide service, for the establishment of water and wastewater service within the Annexation Area pursuant to the City's standard wastewater extension policies now in existence or as may be amended by the City Council. Upon connection to existing mains, waste water services will be provided at rates established by the City.

5. ROADS AND STREETS

The City of Burleson, Texas, with cooperative effort of the City's designated utility company, will undertake to provide the same degree of road and street lighting as provided in areas of similar topography, land use and population density within the present corporate limits of the City of Burleson, Texas. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density to the annexed property. Developers will be required, pursuant to the ordinances of the City of Burleson, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Burleson, Texas.

**F. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS,
AND THE MAINTENANCE OF ANY OTHER PUBLICLY OWNED
FACILITY, BUILDING OR SERVICE.**

To the extent that it becomes necessary due to development demands, population growth, and a bona fide need, the City Council of the City of Burleson, Texas, will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

IV. SPECIFIC FINDINGS

The City Council of the City of Burleson, Texas, finds and determines that this Service Plan will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use and population density, and it will not provide a lower level of service in the area proposed to be incorporated than were in existence at the time immediately preceding the effective date of annexation.

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director Development Services

MEETING: March 6, 2023

SUBJECT:

McNairn Plaza at 826 SW Wilshire Blvd (Case 22-143): Consider approval of a resolution for a sign variance to the setback of a pylon sign; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

SUMMARY:

On October 17, 2022, an application was submitted by Amber Almand with Dynamic Sign Solutions, on behalf of the owner (Retail Partners-Wilshire LLC) for a sign variance to allow a pylon sign to encroach within ten feet (10') of the property line. Per the sign code, all freestanding signs shall be setback a minimum of ten feet from the property line. The applicant is requesting the multi-tenant pylon sign be set back approximately two inches (2") from the northern property line. The applicant's justification for approval in granting the variance has been attached as Exhibit 3.

On January 9, 2023, the aforementioned waiver request was seen by City Council and tabled to a later date. Per City Council request, the applicant was instructed to consider alternative sign locations and return to discuss them in greater detail. The original location was pursued by the applicant because it was the only area that lot 4 had frontage along Wilshire. Lots 1, 2 and 3 all have more extensive frontage off of Wilshire, however, easements and setbacks limited the areas of opportunity for additional signage. Furthermore, some of these lots were sold off and the Developer has no rights to the property.

Planning Analysis

Section 63-50 (Generally) of the Freestanding Sign section of the Sign Ordinance contains the following requirements:

- (a) All freestanding signs shall be setback a minimum ten feet from the property line.
- (b) Combination of freestanding sign types allowed on a premises at any given time is as follows:
 - (1) A premises may either have a pole sign, or a pylon sign or a monument sign if permitted by this chapter;

Applicant Options

Please refer to the attachment *Exhibit 5 – Alternative Options* as a visual reference to the following:

Option 1 – Original Request

- Waiver:
 1. Allow a pylon sign to encroach within ten feet (10') of the property line. The applicant is requesting the multi-tenant pylon sign be setback back approximately two inches (2") from the northern property line.

Option 2 – Dutch Bros (Lot 1)

- Conditional upon landlord approval from Dutch Bros.
- Waivers:
 1. Allow a pylon sign to encroach within ten feet (10') of the property line. The applicant is requesting the multi-tenant pylon sign be setback back approximately 7' from the eastern property line.
 2. Allow for a pylon sign and a pole sign on the same premises.

Option 3 – Lot 4 Interior

- Waiver:
 1. Allow a pylon sign to encroach within ten feet (10') of the property line. The applicant is requesting the multi-tenant pylon sign be setback back approximately 5' from the eastern property line abutting Lot 3.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

| Consideration |
|---|
| <p><i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.</p> |
| <p>The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.</p> |

Special conditions and circumstances do not **result from the actions of the applicant(s)** and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.

Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare

The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and

Granting the variance will be in harmony with the **spirit and purpose** of this chapter.

OPTIONS:

- 1) Approve the sign variance with or without conditions;
- 2) Deny the sign variance.

RECOMMENDATION:

On January 9, 2023, staff recommended denial of the original sign location request (Option 1).

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
 Director of Development Services
tmcilwain@burlesontx.com
 817-426-9684

McNairn Plaza Sign Variance

Location:

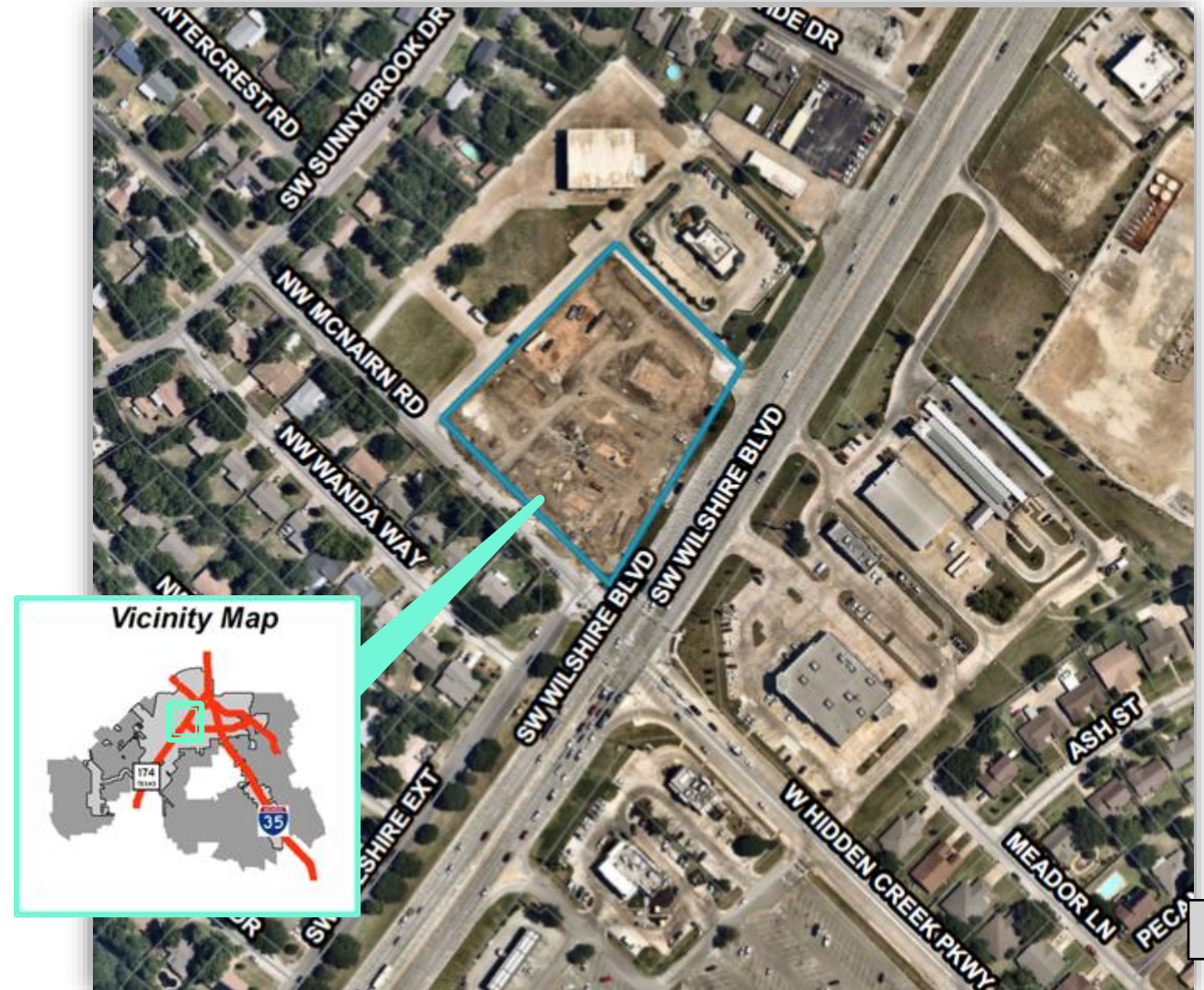
- 826 SW Wilshire Blvd
- 1.07 acres

Applicant:

Amber Almond
Dynamic Sign Solutions

Item for approval:

Sign Variance (Case 22-143)



McNairn Plaza Sign Variance

Original sign location

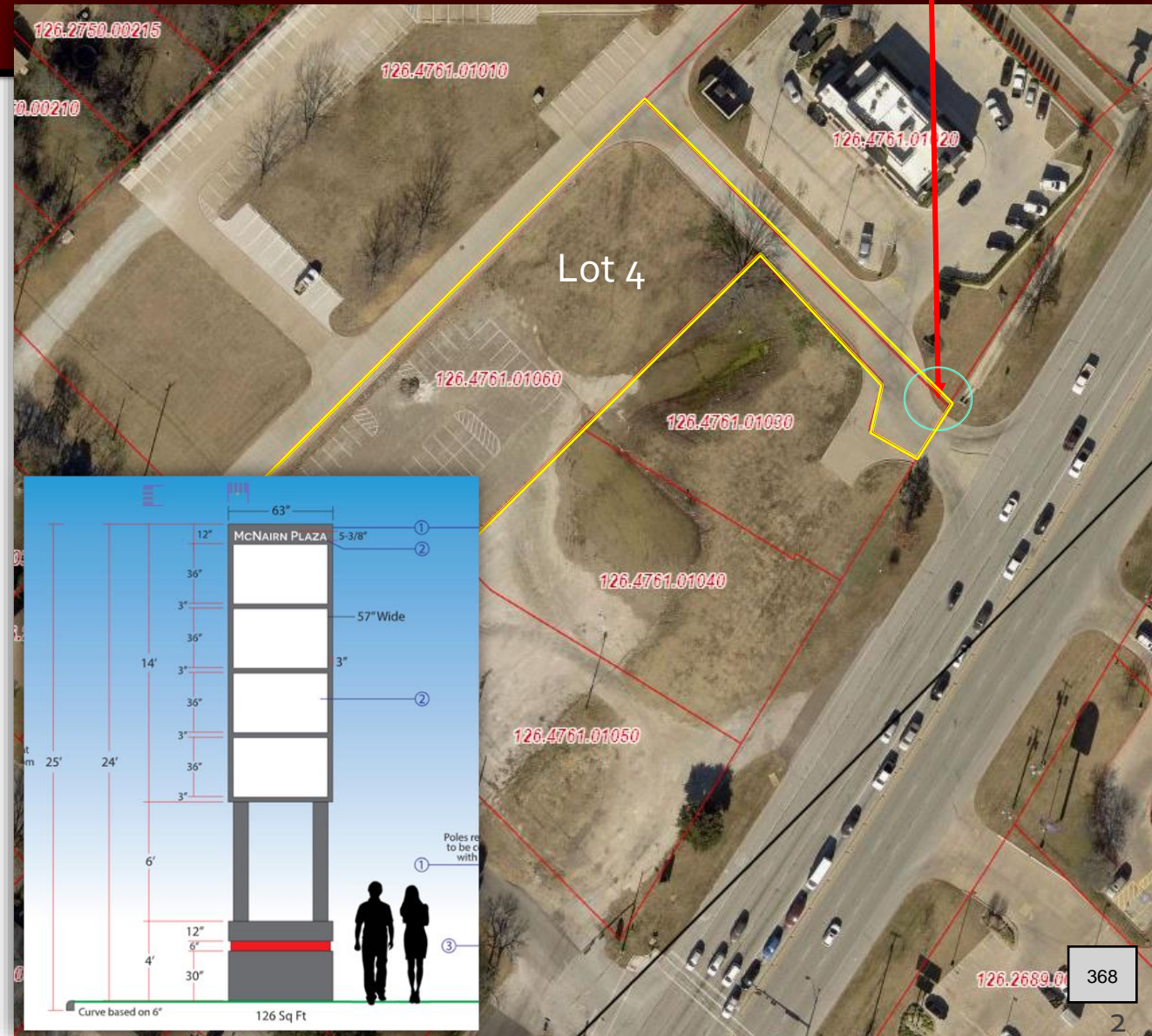
Background:

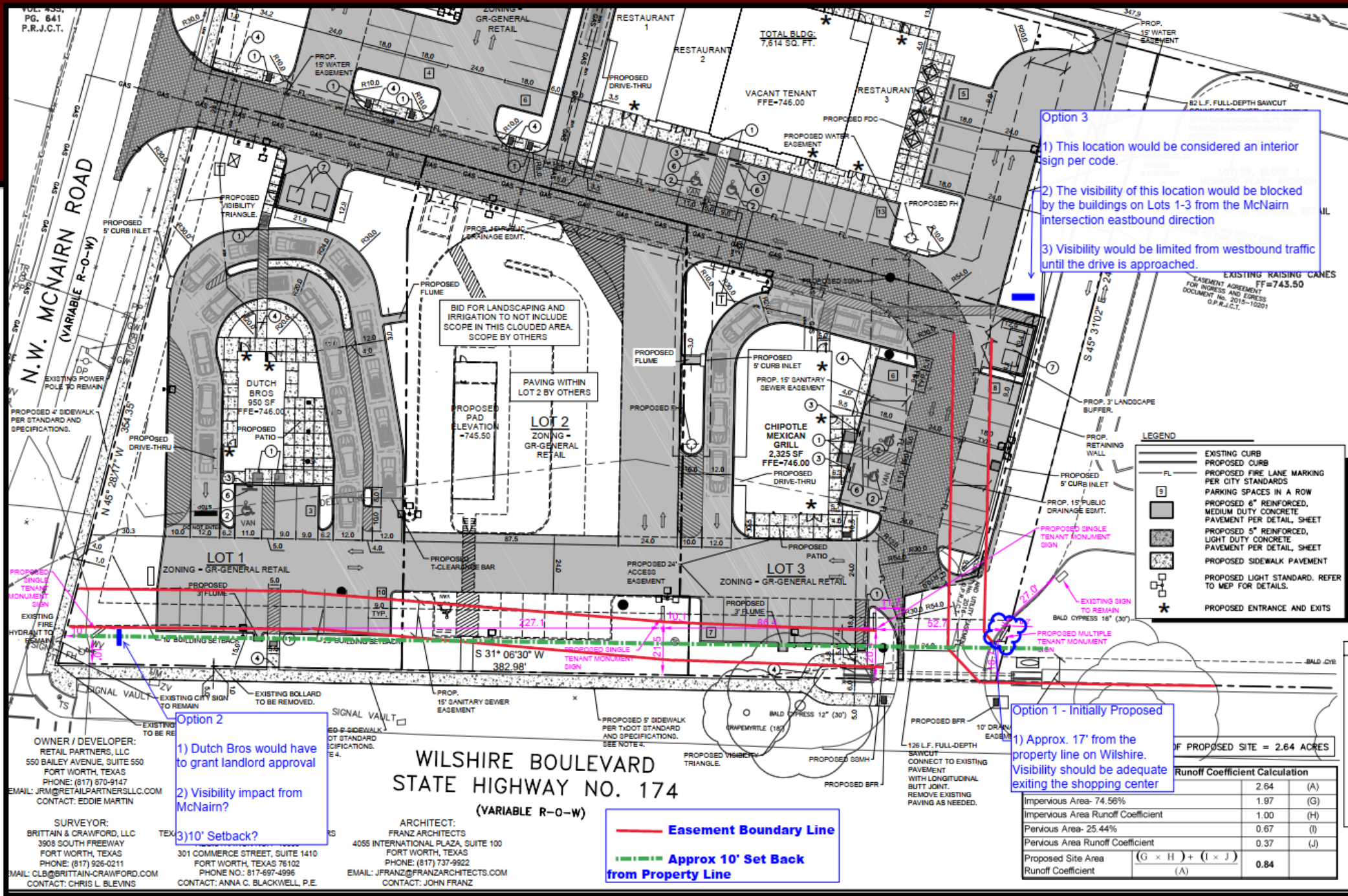
- On January 9, 2023, the original waiver request was tabled by City Council.
- The applicant was instructed to consider alternative sign locations and return to discuss them in greater detail.

Sign Variance Summary:

Section 63-50 (Freestanding Signs - Generally) of the Sign Ordinance contains the following requirements:

- All freestanding signs shall be setback a minimum of ten feet from the property line.
- A premises may either have a pole sign, or a pylon sign or a monument sign if permitted by this chapter;





McNairn Plaza Sign Variance

Option 1 – Original Request:

- A variance to allow a pylon sign to encroach within ten feet of the northern property line – (Setback 2’')

Applicant’s Justification:

- The proposed location is the only piece of Lot 4 with direct sign visibility off Wilshire Blvd.



McNairn Plaza Sign Variance

Option 2 – Dutch Bros (Lot 1):

- A variance to allow a pylon sign to encroach within ten feet of the eastern property line – (Setback 7')
- A variance to allow a pylon sign and a pole sign on the same premises.

Applicant's Justification:

- Pursuing the proposed location is contingent upon landlord approval from Dutch Bros.



McNairn Plaza Sign Variance

Option 3 – Lot 4 Interior:

- A variance to allow a pylon sign to encroach within ten feet of the eastern property line abutting Lot 3 – (Setback 5')

Applicant's Justification:

- Eastbound traffic – visibility of the sign would be obstructed by the buildings on Lots 1-3
- Westbound traffic – visibility of the sign is limited until the entrance off Wilshire is approached.



McNairn Plaza Sign Variance

| Consideration |
|--|
| <i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter. |
| The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter. |
| Special conditions and circumstances do not <i>result from the actions of the applicant(s)</i> and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences. |
| Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare |
| The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and |
| Granting the variance will be in harmony with the <i>spirit and purpose</i> of this chapter. |

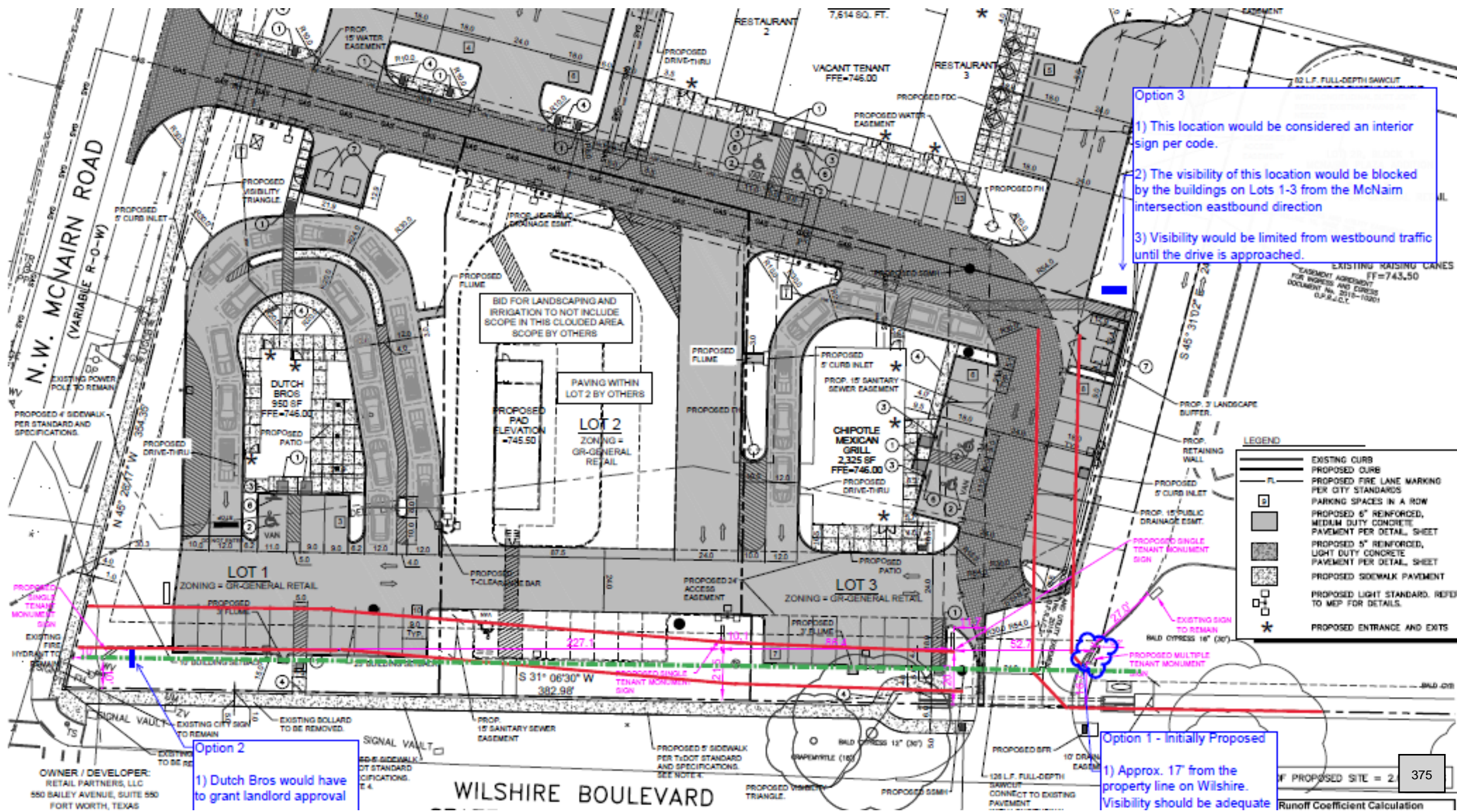
McNairn Plaza Sign Variance

Original sign location

Staff recommendation

On January 9, 2023, staff recommended denial of the original sign location request (Option 1).















RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A VARIANCE OF CHAPTER 63, SIGN REGULATIONS, TO THE SETBACK OF A PYLON SIGN AT 826 SW WILSHIRE BLVD.

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

WHEREAS, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

WHEREAS, on October 17, 2022, an application was submitted by Amber Almand with Dynamic Sign Solutions, on behalf of the owner (Retail Partners-Wilshire LLC) for a sign variance to allow a pylon sign to encroach within ten feet (10’) of the property line 826 SW Wilshire Blvd; and

WHEREAS, on March 6, 2023, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

WHEREAS, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

WHEREAS, City Council finds and determines that the strict interpretation of Chapter 63 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapter 63; and

WHEREAS, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

WHEREAS, City Council finds and determines that granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

WHEREAS, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63; and

WHEREAS, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63; and

WHEREAS, the City Council finds and determines the conditions attached to the variance, if

any, are necessary to achieve the purpose of Chapter 63.

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

Section 1.

City Council hereby grants a variance to Section 63-50(a) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring a freestanding sign to be setback a minimum of ten feet from the property line, to allow a pylon sign to be located at 826 SW Wilshire Blvd with the following conditions:

Sign Type: The sign shall be a pylon sign; and

Setback: The sign shall be setback a minimum of two inches (2") from the property line.

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the pylon sign at 826 SW Wilshire Blvd.

Section 2.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

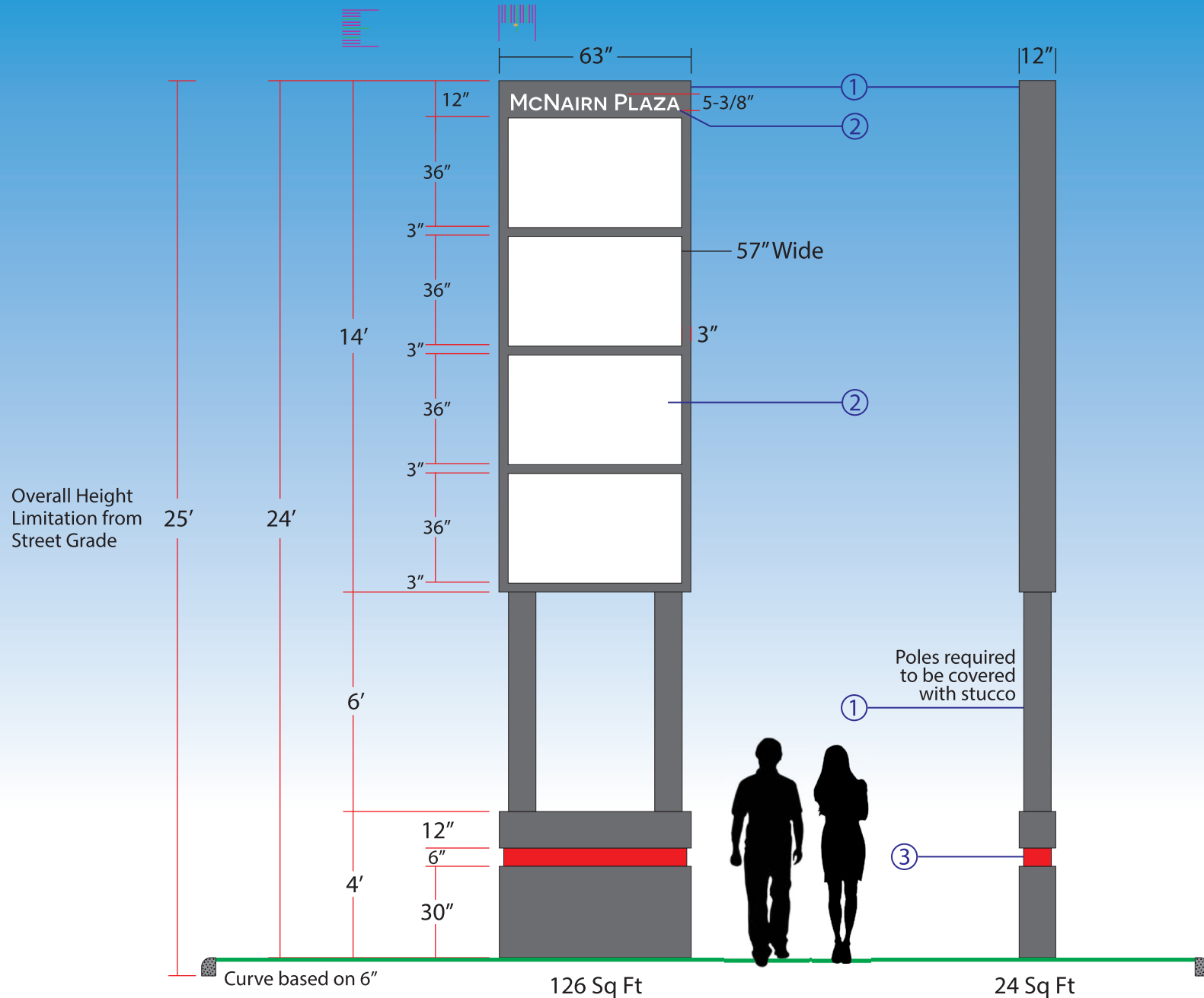
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



Petition for Variance – City of Burleson, TX

In Re: McNairn Plaza
826 SW Wilshire Boulevard

This is a Petition for the award of a Variance for the proposed placement of the multi-tenant sign at 826 SW Wilshire Boulevard. The tenants to be identified on this sign will be located in the multi-tenant building. The proposed signage and placement was shown on the drawings submitted to the City for review and approval, and the city has been aware that meeting the setback and distance between signs requirements would not be possible.

The Burlington City Council is authorized to approve deviation from any restriction set forth in the sign ordinance, including, but not limited to, the number, type, area, height, or setback of signs, or any other aspect involved in the sign permitting process.

Special conditions exist in that visibility of the multi-tenant building is blocked by the individual tenant lots (Lots 1, 2, and 3) that front Wilshire Boulevard, which creates an extreme hardship for the tenants who will be located in this building. The lack of visibility and visible identification places these tenants at a profound disadvantage and puts the likelihood of their success at risk.

The strict interpretation of the provisions of the sign ordinance would deprive the tenants located in the multi-tenant building the ability to identify their businesses in a way that will be visible to the public and potential customers.

The special conditions existing at this property do not result from actions of the applicant. They result from the irregular shape of the property, the property line along Wilshire Boulevard located very close to the roadway, and the access drive/fire lane that touches Raising Cane's property line, leaving only a small section of McNairn's property available.

- It is not possible to meet the 10' setback requirement in the placement of this sign, nor is it possible to meet the requirement that there be 50' between ground signs. The proposed placement puts the sign 35' from the existing Raising Cane's sign. Bearing in mind the critical need for this sign to be clearly visible to passing motorists and pedestrians, the proposed placement must be maintained and allowed as there is no reasonable alternative.

Granting this request will meet the objectives of the sign ordinance, is within the spirit and purpose of the ordinance, and will not be injurious to adjoining property owners or in any way detrimental to the public's welfare.

Therefore, we respectfully request that this Petition for Variance be granted and that the proposed multi-tenant sign for McNairn Plaza be allowed to be placed as shown on the official site plan for this property.

We appreciate and thank you for your time, consideration, and attention to this matter.



Building Permits and Inspections

Building Permit Plan Review Summary **Review No.:** One **Date:** September 26, 2022

Applicant: Dynamic Sign Solutions **Phone:** 936-242-0581

E-mail: permits@dynamicssignsolutions.net

Project: 826 SW Wilshire Blvd, McNairn Plaza Pylon Sign (Multi-Tenant)

Contact: Breck Barron, Plans Examiner **Phone:** 817-426-9074

Email: bbarron@burlesontx.com

=====

The following comments are based on the review of plans received on September 14, 2022. Your application for a permit is pending compliance with all city code requirements. Please acknowledge in writing and by submitting corrected drawings where appropriate.

=====

REVIEW COMMENTS:

1. Building Review Comments:

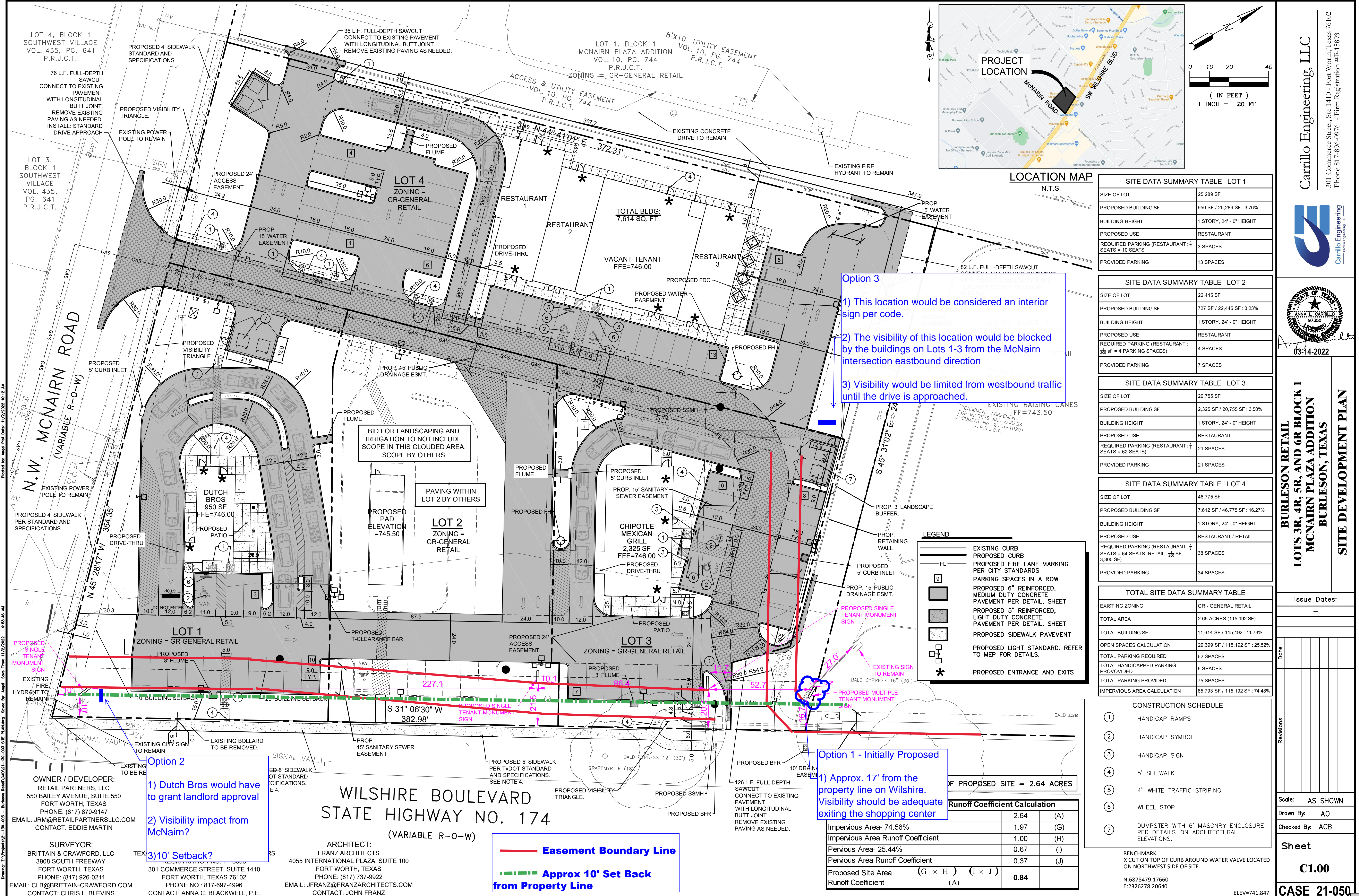
- The pylon sign cannot be approved as submitted. The city's sign ordinance requires freestanding signs to be setback a minimum of 10ft from all property lines, in the location proposed it does not meet the minimum setback requirements as it is too close to the property line adjacent to 824 SW Wilshire Blvd. The sign will either need to be moved to a different location or a sign variance will be required.
- To discuss a sign variance, please speak with a Planner in the Development Services Dept. at 817-426-9611.

Proposed sign location









| SITE DATA SUMMARY TABLE LOT 1 | |
|---|----------------------------|
| SIZE OF LOT | 25,289 SF |
| PROPOSED BUILDING SF | 950 SF / 25,289 SF : 3.76% |
| BUILDING HEIGHT | 1 STORY, 24' - 0" HEIGHT |
| PROPOSED USE | RESTAURANT |
| REQUIRED PARKING (RESTAURANT : 3 SEATS = 10 SPACES) | 3 SPACES |
| PROVIDED PARKING | 13 SPACES |

| SITE DATA SUMMARY TABLE LOT 2 | |
|--|----------------------------|
| SIZE OF LOT | 22,445 SF |
| PROPOSED BUILDING SF | 727 SF / 22,445 SF : 3.23% |
| BUILDING HEIGHT | 1 STORY, 24' - 0" HEIGHT |
| PROPOSED USE | RESTAURANT |
| REQUIRED PARKING (RESTAURANT : 3 SEATS = 4 PARKING SPACES) | 4 SPACES |
| PROVIDED PARKING | 7 SPACES |

| SITE DATA SUMMARY TABLE LOT 3 | |
|--|------------------------------|
| SIZE OF LOT | 20,755 SF |
| PROPOSED BUILDING SF | 2,325 SF / 20,755 SF : 3.50% |
| BUILDING HEIGHT | 1 STORY, 24' - 0" HEIGHT |
| PROPOSED USE | RESTAURANT |
| REQUIRED PARKING (RESTAURANT : 3 SEATS = 62 SEATS) | 21 SPACES |
| PROVIDED PARKING | 21 SPACES |

| SITE DATA SUMMARY TABLE LOT 4 | |
|---|-------------------------------|
| SIZE OF LOT | 46,775 SF |
| PROPOSED BUILDING SF | 7,612 SF / 46,775 SF : 16.27% |
| BUILDING HEIGHT | 1 STORY, 24' - 0" HEIGHT |
| PROPOSED USE | RESTAURANT / RETAIL |
| REQUIRED PARKING (RESTAURANT : 3 SEATS = 64 SEATS, RETAIL : 3,300 SF) | 38 SPACES |
| PROVIDED PARKING | 34 SPACES |

| TOTAL SITE DATA SUMMARY TABLE | |
|------------------------------------|---------------------------------|
| EXISTING ZONING | GR - GENERAL RETAIL |
| TOTAL AREA | 2.65 ACRES (115,192 SF) |
| TOTAL BUILDING SF | 11,614 SF / 115,192 : 11.73% |
| OPEN SPACES CALCULATION | 29,399 SF / 115,192 SF : 25.52% |
| TOTAL PARKING REQUIRED | 62 SPACES |
| TOTAL HANDICAPPED PARKING PROVIDED | 6 SPACES |
| TOTAL PARKING PROVIDED | 75 SPACES |
| IMPERVIOUS AREA CALCULATION | 85,793 SF / 115,192 SF : 74.48% |

| CONSTRUCTION SCHEDULE | |
|-----------------------|---|
| ① | HANDICAP RAMPS |
| ② | HANDICAP SYMBOL |
| ③ | HANDICAP SIGN |
| ④ | 5' SIDEWALK |
| ⑤ | 4" WHITE TRAFFIC STRIPING |
| ⑥ | WHEEL STOP |
| ⑦ | DUMPSTER WITH 6" MASONRY ENCLOSURE PER DETAILS ON ARCHITECTURAL ELEVATIONS. |

Option 3

1) This location would be considered an interior sign per code.

2) The visibility of this location would be blocked by the buildings on Lots 1-3 from the McNair intersection eastbound direction

3) Visibility would be limited from westbound traffic until the drive is approached.

Option 1 - Initially Proposed

1) Approx. 17' from the property line on Wilshire. Visibility should be adequate exiting the shopping center

Option 2

1) Dutch Bros would have to grant landlord approval

2) Visibility impact from McNair?

3) 10' Setback?

| Runoff Coefficient Calculation | | |
|------------------------------------|-------------------------------|------|
| Impervious Area- 74.56% | 2.64 | (A) |
| Impervious Area Runoff Coefficient | 1.97 | (G) |
| Pervious Area- 25.44% | 0.67 | (I) |
| Pervious Area Runoff Coefficient | 0.37 | (J) |
| Proposed Site Area | $(G \times H) + (I \times J)$ | |
| Runoff Coefficient | (A) | 0.84 |

Easement Boundary Line

Approx 10' Set Back from Property Line

Printed By: Angel Post Date: 11/2/2022 10:12 AM
Drawing: 21-Proposed-158-003 - Burleson Retail Addition - 158-003 SITE PLAN.dwg
Scale: 1" = 20' (Horizontal)
Scale: 1" = 20' (Vertical)
Date: 11/2/2022
Time: 9:53:46 AM
User: JRM
Plot: 21-Proposed-158-003 - Burleson Retail Addition - 158-003 SITE PLAN.dwg
Scale: 1" = 20' (Horizontal)
Scale: 1" = 20' (Vertical)
Date: 11/2/2022
Time: 9:53:46 AM
User: JRM

Carrillo Engineering, LLC

301 Commerce Street, Ste 1410 - Fort Worth, Texas 76102
Phone 817-896-0976 - Firm Registration #15893

ANNA L. CARRILLO
97350
03-14-2022

BURLESON RETAIL
LOTS 3R, 4R, 5R, AND 6R BLOCK 1
MCNAIR PLAZA ADDITION
BURLESON, TEXAS

SITE DEVELOPMENT PLAN

Issue Dates:

Date

Revisions

Scale: AS SHOWN

Drawn By: AO

Checked By: ACB

Sheet

C1.00

CASE 21-050

990

ELEV=741.847

McNairn Plaza Sign Options

Background:

The McNairn pylon sign waiver was tabled by City Council at the January 9th meeting. Council requested that the applicant come back at a later meeting date with alternative sign locations and or helpful information/images that alleviate some of the concerns of the originally proposed location.

The original location was pursued by the applicant because it was the only area that lot 4 had frontage along Wilshire. Lots 1, 2 and 3 all have more extensive frontage off of Wilshire, however, easements and setbacks limited the areas of opportunity for additional signage. Furthermore, some of these lots were sold off and the Developer has no rights to the property.

I spoke with the applicant to discuss options moving forward, the following alternative considerations were provided:

- **Lot 3 (Chipotle)**: Parcel was sold. Developer has no rights to the property. Almost no space outside of the easement and setback. The limited available area remaining contains the chipotle monument sign.
- **Lot 2 (Salad to Go)**: The property was leased in its entirety. Developer has no rights to the land. Locations for additional signage is limited due to easement and set back. The limited available area remaining contains the Salad to God monument sign.
- **Lot 1 (Dutch Bro's)**: Developer is the landlord and needs tenant approval to place a sign. Property is currently listed for sale and approval is unlikely. Developer currently awaiting response from the tenant.





City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works - Engineering

MEETING: March 6, 2023

SUBJECT:

Consider approval of a professional services agreement with Kimley-Horn and Associates, Inc. for design of the Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount of \$1,154,795.00. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)

SUMMARY:

This project consists of two main components, expanding the Industrial Blvd pump station facility, and decommissioning the Alsbury Pump Station. These two pump stations form the delivery point for wholesale water that the City of Burleson purchases from the City of Fort Worth.

The Industrial Blvd Pump Station occupies approximately 1.14 acres west of IH-35W and south of NE Alsbury Blvd. It consists of two 2 MG ground storage tanks that feed three 1,400 GPM pumps. Due to increased demand and proposed developments, the master plan anticipates needing to add an additional 4 MG pumping capacity with the possibility of additional future expansion. The design consultant will perform their own assessment and confirmation of expansion requirements of both pumping capacity and storage during the 30% design phase.

The Alsbury Pump Station occupies approximately 0.21 acres on NE Alsbury Blvd just west of IH-35W. It is an inline booster pump station with two 1,780 GPM pumps and one 800 GPM pump. The site also includes a wholesale metering station that will be relocated to the expanded Industrial Blvd site. Once expansion of the Industrial Blvd Pump Station is completed, the Alsbury Pump Station can be decommissioned, making the site available for redevelopment.

The total estimated project cost is \$7,606,566:

- Design \$1,154,795 (this item)
- Construction \$6,451,771

This project is within the current Capital Improvement Plan and funded by Water and Wastewater Bonds.

The project schedule anticipates completing design in summer 2024 and completing construction spring 2026.

OPTIONS:

- 1) Approve a professional services agreement with Kimley-Horn and Associates, Inc. for design of the Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount of \$1,154,795.00.
- 2) Deny a professional services agreement with Kimley-Horn and Associates, Inc. for design of the Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount of \$1,154,795.00.

RECOMMENDATION:

Approve a professional services agreement with Kimley-Horn and Associates, Inc. for design of the Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount of \$1,154,795.00.

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

N/A

FISCAL IMPACT:

| | |
|------------------|-------------------------|
| Project #: | WA2301 |
| Fund Name: | Water & Sewer Bond Fund |
| Full Account #s: | 470-7500-439.32-02 |
| Amount: | \$1,154,795.00 |

STAFF CONTACT:

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

INDUSTRIAL BLVD. PUMP STATION EXPANSION & ALSBURY PUMP STATION DECOMMISSIONING

Professional Services Agreement



PUMP STATION BASICS

A - INPUT WATER

(can be from a treatment plant or in our case, from our Fort Worth Water supply)

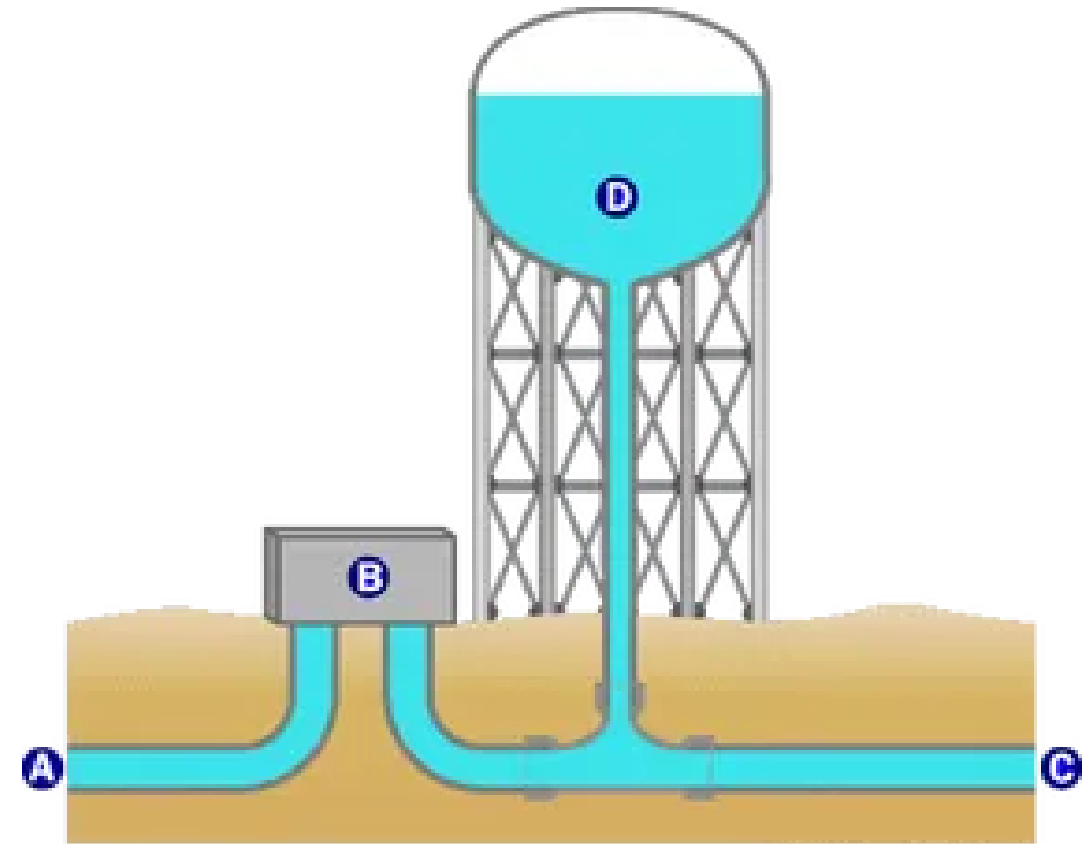
B - PUMP

(typically multiple pumps or a pump station used to fill storage tanks and/or boost pressure to feeder lines)

C - WATER FROM STORAGE (OR BOOSTER PUMPS) TO PRIMARY FEEDER LINES AND ON TO CUSTOMERS

D - WATER STORAGE

(elevated storage also continually pressurizes the local system)



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BRIEF PROJECT BACKGROUND AND OVERVIEW

ADDITIONAL WATER HAS BEEN SECURED AND ASSOCIATED INFRASTRUCTURE TO DELIVER IT IS IN DESIGN (BURLESON - FORT WORTH PARTNERSHIP)

CURRENT WATER / WASTEWATER CAPITAL IMPROVEMENT PROGRAM INCLUDES THIS PROJECT IN PREPARATION FOR THE ADDITIONAL WATER SUPPLY

THIS PROJECT CONSISTS OF TWO PRIMARY COMPONENTS

- Expansion of the Industrial Blvd. Pump Station
- Decommissioning the Alsbury Blvd. Pump Station

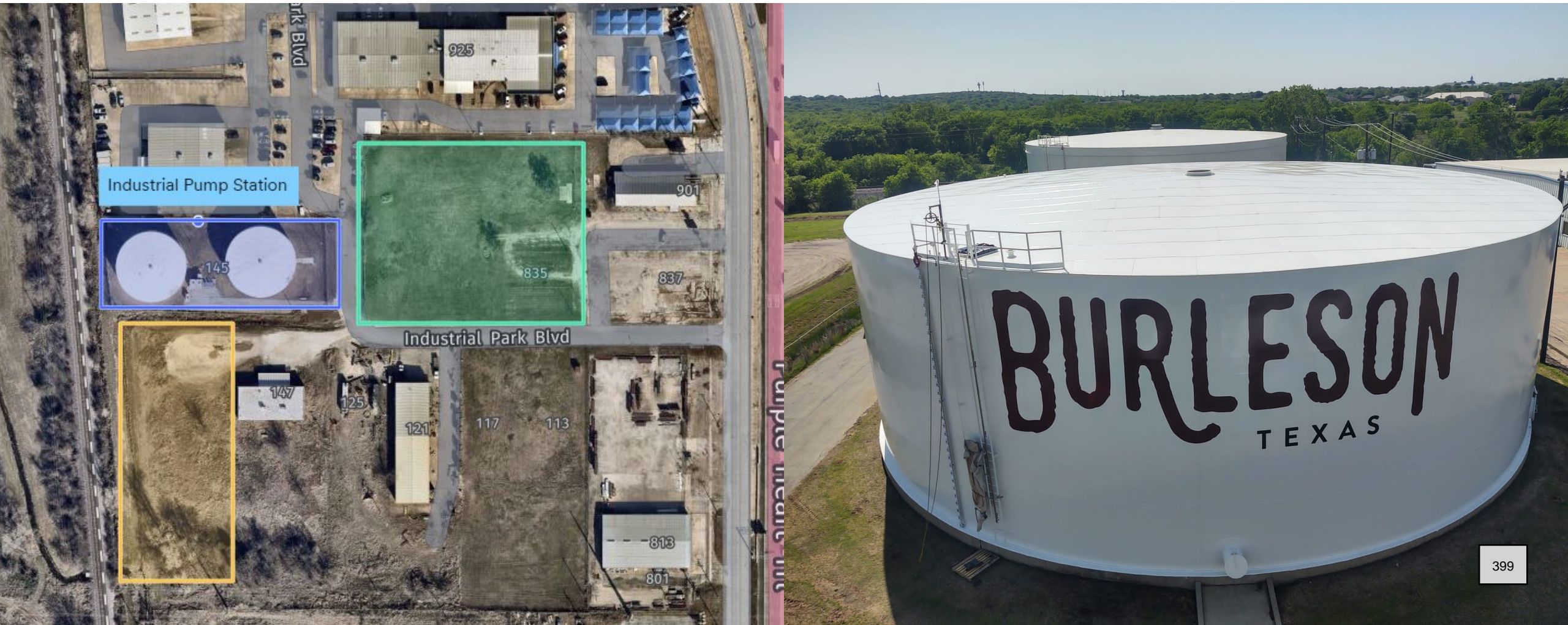
INDUSTRIAL EXPANSION IS NECESSARY TO ACCOMMODATE ADDITIONAL SUPPLY AND ALLOWS ALSBURY STATION TO BE DECOMMISSIONED

THESE TWO PUMP STATIONS COMPRISE THE DELIVERY POINT FOR WHOLESALE WATER PURCHASED FROM FORT WORTH



INDUSTRIAL BLVD PUMP STATION

Expanding the Industrial Blvd Pump Station is necessary to receive the increased water supply in development and estimated to come online in 2027/2028



ALSBURY PUMP STATION DECOMMISSIONING

Alsbury Pump Station is fed directly from Fort Worth supply line as opposed to a ground storage tank that would help equalize consumption demands by users - expanding Industrial Blvd Pump Station is an overall system enhancement rendering Alsbury Pump Station obsolete and making the approx. 0.21-acre site available for redevelopment



PROPOSED PROFESSIONAL SERVICES AGREEMENT

Kimley-Horn and Associates, Inc. was selected through a procurement process to provide engineering design services with a negotiated fee of \$1,154,795



PRELIMINARY ENGINEERING REPORT

Evaluation of future demands for pumping capacity and storage as well as developing two site layout options for Industrial Pump Station expansion



DESIGN

Preparation of preliminary and final design plans



UTILITY COORDINATION/ PERMITTING

Fort Worth future supply line, Oncor & TCEQ Permitting



CONSTRUCTION CONTRACT DOCUMENTS

Preparation of final construction plans and specifications and assisting with bidding



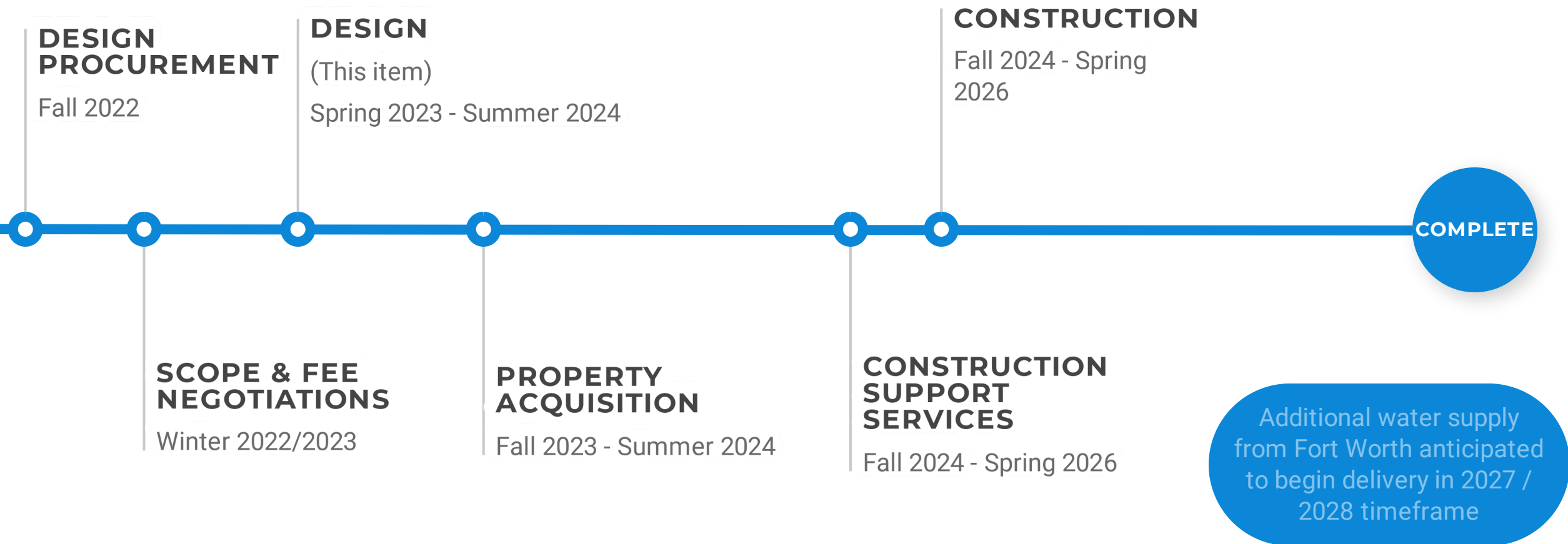
SURVEY & GEOTECH

Topographic survey and Geotechnical analysis

SUB-CONSULTANTS

BGD - Electrical and I&C Design
CMJ Engineering - Geotechnical
Open Range Field Services - Survey
Quroum- Architectural
The Rios Group- SUE

PROJECT TIMELINE



OPTIONS

RECOMMENDED



APPROVE

Approve a professional services agreement with Kimley-Horn and Associates, Inc. for design of the Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount of \$1,154,795.00



DENY

Deny a professional services agreement with Kimley-Horn and Associates, Inc. for design of the Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount of \$1,154,795.00



PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **KIMLEY-HORN AND ASSOCIATES, INC. A NORTH CAROLINA CORPORATION** (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services 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 **One Million One Hundred Fifty-Four Thousand Seven Hundred Ninety Five Dollars (\$1,154,795.00)** in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall 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

Professional Services Agreement

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Updated 02/28/23

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 TO THE EXTENT CAUSED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers'

Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Kimley-Horn and Associates, Inc.
Attn: Josh Kercho
801 Cherry Street, Unit 11
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: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: John Atkins, P.E.

Title: Vice President

Date: 2/28/23

APPROVED AS TO FORM:

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

ATTACHMENT “A”

Scope of Services for Engineering Design Related Services for:

INDUSTRIAL BOULEVARD PUMP STATION EXPANSION AND ALSBURY PUMP STATION DECOMMISSIONING

The CONSULTANT will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the Industrial Pump Station Expansion and the Alsbury Pump Station Decommissioning.

Project Understanding

CONSULTANT will provide engineering design services for the following tasks:

The construction of an approximately 10-13 MGD firm capacity water pump station adjacent to the existing Industrial Boulevard Pump Station and ground storage tanks (GSTs) located on Industrial Park Blvd. The new pump station will replace the existing Alsbury Booster Pump Station (Alsbury PS) and Industrial Boulevard Pump Station (Industrial PS) and provide additional pumping capacity to the lower pressure plane.

Basic Services scope of work for this project generally includes the following items:

- New pump station building and associated pumping improvements
- Electrical and controls improvements including a new standby generator
- New wholesale meter station at new pump station site
- Offsite water line extension connecting new pump station to Alsbury Blvd
- Decommissioning and demolishing of existing Alsbury PS

Special Services scope of work for this project generally includes the following items:

- New GST at new pump station site
- Platting services for new pump station site
- Railroad coordination for a crossing license agreement

Anticipated Additional Services scope of work is provided herein for reference and budgeting purposes only, but are not in effect and subject to change in a future amendment, and generally includes the following items:

- Construction Contract Administration services
- Resident Project Representative (RPR) services during construction

CONSULTANT's scope of services is as follows:

Basic Services

- Task 1 – Design Management
- Task 2 – Pump Station Concept and Hydraulic Analysis
- Task 3 – Preliminary Engineering Report
- Task 4 – Preliminary Design
- Task 5 – Final Design
- Task 6 – Construction Contract Documents
- Task 7 – Bid Phase Services
- Task 8 – TCEQ Permitting

Special Services

- Task 9 – GST Preliminary Design
- Task 10 – GST Final Design
- Task 11 – GST Construction Contract Documents
- Task 12 – Platting Services
- Task 13 – Railroad Permitting

Anticipated Additional Services

- Task 14 – Construction Phase Services
- Task 15 – RPR Services During Construction
- Task 16 – Record Drawings Preparation

BASIC SERVICES

Task 1 DESIGN MANAGEMENT

A. Kickoff Meeting

1. Prepare for and attend kickoff meeting.
2. Prepare meeting notes and distribute to the City.

B. Data Collection

1. Receive and organize existing City record drawings, GIS shapefiles, and information related to ongoing projects for water, sanitary sewer and storm sewer pipelines and facilities at or near the proposed site.
2. Receive current water system model from City, including future demand scenarios.

C. Sub-consultant Agreement Preparation

1. Prepare and execute up to five (5) subconsultant agreements.

D. Monthly Reporting

1. Prepare and e-mail progress reports to the project team once a month (during design phase only) to be included with invoices. 15 months is assumed.
2. Prepare project schedule and provide schedule updates if the schedule changes.

E. Meetings

1. Attend up to fifteen (15) progress and or design meetings with City and stakeholders during design phase.

Task 2 CONCEPTUAL ANALYSIS

A. Current Model Evaluation and Demand Projection

1. Evaluate existing and future land uses and demand assumptions/projections in the City's most current hydraulic model.
2. Recommend revised demand projections (if any) for max day, peak hour, average day, and minimum flow scenarios.
3. Recommend pump station firm capacity and phasing (if any).
4. Existing System Evaluation
 - a. Perform pump performance testing for the purposes of generating calibrated pump curves and pump capacities for use in the existing hydraulic model.
 1. Pre-Evaluation Summary – Provide a summary of work that the needs to be completed by the City before testing is conducted at each location. Work is expected to include, but not limited to, installation of tap assemblies, functional testing of isolation valves, providing SCADA data, providing applicable pump curves and record drawings, and coordination to complete pump testing. Provide a summary of tasks and manpower to be provided by City and a test outline.
 2. The following tests are anticipated to be performed on existing Industrial PS and Alsbury PS pumps.
 - i. Individual pump test – Single pump in operation test will include normal operation and throttled test.
 - ii. Combination pump test – Single pump in operation with several additional pumps in operation. Only one combination pump test will be performed for each pump.
 - iii. The following performance evaluation data will be provided with the assessment:
 1. Pump output flow
 2. Pump suction head
 3. Pump discharge head
 4. Net positive suction head available
 5. Total dynamic head

6. System surge data
7. Power measurements for 600V and below systems

B. Conceptual Analysis Memorandum

1. Evaluate two (2) possible locations for pump station.
2. Develop one (1) general site layout alternatives for each location, up to two (2) layouts.
3. Evaluate offsite piping requirements for two (2) possible alignments (IH-35 and UPRR).
4. Evaluate existing system storage to determine additional GST is required at new pump station site. If required, provide recommendations for sizing of GST.
5. Provide recommendations for pump station firm capacity and potential phasing (if any).
6. Provide conceptual analysis memorandum documenting results of model evaluation and site analysis.
7. Finalize technical memorandum based on City comments.

C. Deliverables

1. Technical Memorandum and will be provided in .PDF format to City via e-mail for review and comment.

D. Review Meeting

1. Meet with City to receive comments on technical memorandum.

E. Site Visits

1. One (1) site visit will be performed.

Task 3 PRELIMINARY ENGINEERING REPORT

A. Data Collection

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of Burleson to locate and mark existing franchise and public utilities prior to performing the field survey.
2. Design Survey
 - a. The limits of the survey shall be the existing City of Burleson Industrial Pump Station property, selected new pump station site parcel, City of Burleson Alsbury Booster Pump Station site, and selected offsite piping alignment.
 - b. Establish up to two (2) horizontal control points based on the City of Burleson Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
 - c. Establish a vertical control benchmark circuit tied to the City of Burleson benchmark system, specific for this project.
 - d. Perform a field survey to identify and locate all existing topographic elements within the site including, but not limited to, the following:
 - i. Property pins

- ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
- iii. Driveways
- iv. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
- v. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
- vi. Signs (excluding temporary signs)
- vii. Trees, 6-inch caliper and up
- viii. Fence limits and material types
- ix. Other applicable physical features that could impact design:
 - a) Field ties to the existing edge of pavement on Industrial Boulevard.
 - b) Both Industrial Ground Storage Tanks, and all above ground appurtenances.
 - c) Field sketches of utility manholes and structures.
 - d) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

3. Geotechnical Engineering

- a. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
 - i. Subsurface exploration including up to eight (8) sample bores (three for pump station building, two for vaults and generator pad, three for offsite water line) drilled to between 15 and 30 feet depending upon depth to un-weathered shale or limestone.
 - ii. Laboratory tests for classification purposes and strength characteristics.
 - iii. Engineering services that address the following:
 - a) Soil and groundwater conditions
 - b) Comments on general excavatability of soils and shale encountered
 - c) Recommendations for pump station, transformer and generator pads, and vault foundation types, depth, allowable loading and backfill requirements
 - d) Foundation construction requirements
 - e) Recommended lateral pressures for the design of below grade walls
 - f) Evaluation of the subgrade soils
 - g) Recommendations for yard piping installation, including bedding and backfill

- h) Recommendations for earthwork.
 - b. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.
4. Subsurface Utility Engineering (SUE)
- a. Level A investigation of existing water line connection points, and potential crossing utilities. The Level A investigation shall consist of performing up to ten (10) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.
 - b. Level B investigation for existing underground utilities, also known as “designating”, will be performed on the new pump station site and existing Alsbury PS site. The Level B investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of existing utilities in two dimensions and will be obtained through the application and interpretation of non-destructive surface geophysical methods.

B. Preliminary Engineering Report

1. The following items will be evaluated and included in the Preliminary Engineering Report:
 - a. Shutdown and Sequencing Narrative
 - b. Preliminary Drainage Calculations
 - c. Preliminary site plan and pump station layout.
 - d. Yard Piping – sizing for initial as well as future capacity.
 - e. Pumps – Split case pump selection, and associated building layout.
 - f. Demand assumptions (as dictated by Conceptual Analysis)
 - g. Proposed Ground Storage Tank sizing and type (as dictated by Conceptual Analysis)
 - h. Pump control valves – including sizing, type of valves and additional characteristics.
 - i. Control Narrative – operational narrative of the pumps for normal, low flow and peak operations.
 - j. Accommodation for future Chlorine Disinfection within new pump station building.
 - k. SCADA System – RTU on-site, and connection to existing SCADA system.
 - l. Pump motor control center and starter options (VFD’s and/or soft starters).
 - m. Electrical service options.
 - n. Electrical Gearing Requirements (VFD’s and/or soft starters).
 - o. Generator – evaluate generator size and enclosure requirements.

- p. City architectural requirements and City design preferences.
- q. Geotechnical and structural requirements.
- r. Site lighting requirements.
- s. Building lighting requirements.
- t. Structural considerations for all on-site buildings and above ground structures.
- u. Building ventilation and HVAC requirements.
- v. Building plumbing requirements (including potential restroom layout and exterior wastewater connection).
- w. Building insulation requirements.
- x. Noise Control requirements.
- y. City landscaping requirements.
- z. Site security requirements.
- aa. City storm drainage detention requirements.

- 2. Revisions to Preliminary Engineering Report based on City comments.

C. Deliverables

- 1. Submit two (2) hard copies and one .PDF digital copy of Preliminary Engineering Report to City for review and comment.
 - a. Draft Submittal shall include the following:
 - i. Preliminary Engineering Report with 11"x17" Site Plans
 - b. Revised Submittal shall include the following:
 - i. Preliminary Engineering Report with 11"x17" Site Plans
 - c. Consultant's Opinion of Probable Construction Cost (OPCC).
 - i. *The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

D. Easement Preparation

1. Upon receiving approval of proposed pump station site and offsite piping alignments, CONSULTANT will prepare up to five (5) permanent water line easements and five (5) temporary construction easements and one (1) boundary survey document for new pump station site.
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

E. Meetings

1. Attend one (1) meeting with City to present and review the preliminary engineering report.

F. Site Visits

1. One (1) site visit will be performed.

Task 4 PRELIMINARY DESIGN

A. Preliminary Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report:
 - a. Cover Sheet
 - b. Sheet Index
 - c. General Notes Sheet
 - d. Civil Plans
 - Paving and Dimensional Control
 - Demolition Plans
 - Industrial PS Site
 - Alsbury PS Site
 - Tree Removal (if applicable)
 - Yard Piping
 - Site Grading
 - Pump Station Mechanical Plan
 - Pump Station Sections
 - Disinfection Connection Plan
 - Wholesale Meter Station
 - Discharge Meter Vault Plan and Section
 - Water line Profiles

- e. Architectural Sheets
 - Floorplan
 - Exterior Elevations
 - Roof Plan
 - f. Structural Sheets
 - Pump Station Structural Plan
 - Section Details and Elevations
 - Roof Plan and Elevations
 - Foundation Plan
 - Wall Section Plan
 - Underground Vault Sections
 - g. Electrical Sheets
 - Electrical Site Plan
 - One Line Diagram
 - Control Schematics
 - Schedules
 - Instrumentation Block Diagram
 - Floor Plan
 - Lighting Floor and Cable Tray Plan
 - HVAC Electrical Plan
 - SCADA System Diagram
 - SCADA Panel
 - Generator Electrical Plan
 - h. Mechanical
 - Mechanical HVAC Plan
 - i. Plumbing
 - Plumbing Plan
2. Preparation of Project Manual including technical specifications, bidding and construction contract documents.

B. Deliverables

1. Preliminary Design Submittal (60%)
 - a. Submit two (2) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Consultant's OPCC

C. Meetings

1. One (1) meeting with City to review Preliminary Design Submittal.

D. Site Visits

1. Two (2) site visits will be performed.

Task 5 FINAL DESIGN

A. Final Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report and Preliminary Design:
 - a. Cover Sheet
 - b. Sheet Index
 - c. General Notes Sheet
 - d. Civil Plans
 - Paving and Dimensional Control
 - Demolition Plans
 - Industrial PS Site
 - Alsbury PS Site
 - Tree Removal (if applicable)
 - Yard Piping
 - Site Grading
 - Pump Station Mechanical Plan
 - Pump Station Sections
 - Disinfection Connection Plan
 - Wholesale Meter Station
 - Discharge Meter Vault Plan and Section
 - Water line Profiles

- Water Details
 - Drainage Details
 - Fence and Gate Details
 - Landscaping and Screening Plan
 - Landscaping Details
 - Irrigation Plans
 - City Standard Details
 - Erosion Control Plan
 - Erosion Control Details
 - Drainage Area Map
 - Drainage Area Calculation Sheet
- e. Architectural Sheets
- Floorplan
 - Basement Floorplan
 - Exterior Elevations
 - Roof Plan
 - Schedules and Details
 - Sections
 - Plan and Section Details
- f. Structural Sheets
- Notes and Details
 - Pump Station Structural Plan
 - Typical Concrete and Masonry Details
 - Section Details
 - Section Details and Elevations
 - Roof Plan and Elevations
 - Foundation and Details
 - Wall Section and Details
 - Underground Vault Sections and Details
- g. Electrical Sheets
- Electrical Site Plan
 - One Line Diagram
 - Control Schematics

- Schedules
 - Instrumentation Block Diagram
 - Floor Plan
 - Lighting Floor and Cable Tray Plan
 - HVAC Electrical Plan
 - SCADA System Diagram
 - SCADA Panel
 - Electrical Details
 - Electrical Vault Details
 - Generator Electrical Plan
- h. Mechanical
- Mechanical HVAC Plan and Details
 - Mechanical HVAC Schedule and Details
- i. Plumbing
- Plumbing Plan
 - Plumbing Schedule and Details
2. Revisions to specifications and construction contract documents.
 3. Coordinate 3rd party TDLR review with a Registered Accessibility Specialist (RAS).

B. Deliverables

1. Final Design Submittal (90%)
 - a. Submit two (2) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Consultant's OPCC

C. Meetings

1. One (1) meeting with City to review Final Design Submittal.

D. Site Visits

1. One (1) site visit will be performed.

Task 6 CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design. Conformance plans and specifications

B. Conformance Plans and Specifications

1. Prepare conformance set of plans and specifications to be used for construction contract execution based on questions and addenda from the bidding phase.
2. Provide up to eight (8) sets to City for construction contract execution.

C. Deliverables:

1. Construction Contract Documents Submittal
 - a. Submit electronic (.pdf) documents to the City for bidding.
 - b. Submittal shall include the following:
 - i. Bid drawings
 - ii. Bid project manual
 - iii. Consultant's OPCC
2. Conformance Documents Submittal
 - a. Submit electronic (.pdf) documents to the City for construction contract execution.
 - b. Submittal shall include the following:
 - iv. Conformed drawings
 - v. Conformed project manual

Task 7 BID PHASE SERVICES

A. Bid Phase Services

1. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers, and plan rooms.
2. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to planholders.
 - b. Responses to questions submitted by planholders.
 - c. Attend and conduct pre-bid meeting with City and planholders
 - d. Attend bid opening facilitated by City.
 - e. Evaluation of bidder qualifications.
 - f. Preparation of recommendation of award letter.
 - g. It is assumed that the City will prepare bid tabulations.

Task 8 TCEQ PERMITTING

A. Permitting

1. Prepare and submit TCEQ technical review submittal in accordance with Texas Administrative Code Title 30, Part 1, Chapter 290, Subchapter D.
2. CONSULTANT will coordinate with TCEQ staff to obtain approval of the pump station designs.
3. CONSULTANT will revise design documents as required by technical review comments.

SPECIAL SERVICES

Task 9 GROUND STORAGE TANK PRELIMINARY DESIGN

This task assumes the GST design will be incorporated into proposed pump station design documents and will be not provided as standalone project for bidding and construction.

A. Preliminary Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report:
 - a. Ground Storage Tank Plan
 - b. Ground Storage Tank Section
 - c. Electrical
 - a. Electrical Plan
 - b. SCADA System Diagram
2. Preparation of GST technical specifications.

B. Geotechnical Engineering

1. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
 - a. Subsurface exploration including up to three (3) sample bores (2 for perimeter drilled to ~25 feet and 1 at center drilled to ~40 feet, final depths depending upon depth to un-weathered shale or limestone).
 - b. Laboratory tests for classification purposes and strength characteristics.
 - c. Engineering services that address the following:
 - i. Soil and groundwater conditions
 - ii. Comments on general excavatability of soils and shale encountered
 - iii. Recommendations for pump station, transformer and generator pads, and vault foundation types, depth, allowable loading and backfill requirements
 - iv. Foundation construction requirements
 - v. Recommended lateral pressures for the design of below grade walls
 - vi. Evaluation of the subgrade soils
 - vii. Recommendations for yard piping installation, including bedding and backfill
 - viii. Recommendations for earthwork.

2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

C. Deliverables

1. Ground Storage Tank Preliminary Design will be included in Preliminary Design Submittal outlined in Task 5.

Task 10 GROUND STORAGE TANK FINAL DESIGN

This task assumes the GST design will be incorporated into proposed pump station design documents and will be not provided as standalone project for bidding and construction.

A. Final Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report and Preliminary Design:
 - a. Ground Storage Tank Plan
 - b. Ground Storage Tank Section
 - c. Ground Storage Tank Details
 - d. Electrical
 - Electrical Plan
 - Electrical Details
 - SCADA System Diagram
 - SCADA Panel
2. Preparation of GST technical specifications.

B. Deliverables

1. Ground Storage Tank Final Design will be included in Final Design Submittal outlined in Task 6.

Task 11 GROUND STORAGE TANK CONSTRUCTION CONTRACT DOCUMENTS

This task assumes the GST design will be incorporated into proposed pump station design documents and will be not provided as standalone project for bidding and construction.

A. Bidding Construction Contract Documents

1. Incorporate City comments from GST final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.
3. GST Construction contract documents will be included in overall Pump Station Construction Contract Documents as outlined in Task 7.

Task 12 PLATTING SERVICES

A. Platting Services

1. Preparation of preliminary and final plat and/or replat exhibits
2. Up to two (2) revisions of prepared exhibits
3. The City will be responsible for administration of platting/replatting the new pump station site. ENGINEER will only prepare exhibits as described above.

B. Deliverables

1. Two (2) mylar copies of final plat/replat and digital (.PDF) format.

Task 13 RAILROAD PERMITTING

A. Permitting

1. Prepare and submit design documents to UPRR for Crossing License Application.
2. CONSULTANT will coordinate with UPRR to obtain approval of proposed railroad crossing (if applicable), and revise design documents accordingly.

ANTICIPATED ADDITIONAL SERVICES

Anticipated Additional Services scope of work is provided herein for reference and budgeting purposes only, but are not in effect and subject to change in a future amendment

Task 14 CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to eighteen (18) times during construction to perform construction observation. 18 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgement.
 - c. Based on information obtained during site visits, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep City informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, CONSULTANT believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the CONSULTANT.
4. Construction Progress Meetings
 - a. Conduct monthly progress meetings with City and Contractor to assist with administration of the construction. Meetings are anticipated to be conducted on-site and in conjunction with Site Visits associated with observation of construction.
5. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

6. Change Orders

- a. Recommend change orders to City, as appropriate.
- b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7. Shop Drawings and Samples

- a. Review up to **two hundred and fifty (250)** shop drawings, samples, and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction.
- b. Such review, approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
- c. Log all shop drawings, samples and other submittals.

8. Substitutes and “or-equal”

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

9. Request for Information (RFI):

- a. Provide necessary interpretations and clarifications of contract documents and make recommendations as to the acceptability of the work for up to **forty (40)** RFI's. CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

10. Inspections and Tests

- a. Review certificates of inspections and tests within CONSULTANT's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

11. Disagreements between City and Contractor

- a. As necessary, CONSULTANT will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract

Documents pertaining to the progress of the Contractor's work. In rendering such decisions, CONSULTANT will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the CONSULTANT shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the CONSULTANT with no decision having been rendered.

12. Substantial Completion and Final Acceptance Walkthrough and Punchlist Preparation

- a. Attend substantial completion and final acceptance walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The CONSULTANT will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or any other individual entity performing or furnishing the work. CONSULTANT will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during substantial completion and final acceptance walkthrough with City and Contractor.

Task 15 RPR SERVICES DURING CONSTRUCTION

A. RPR Services:

1. Provide resident project representation (RPR) services for construction of the project for the purpose of providing assistance to the City during construction for up to 20 hours per week, for up to eighteen (18) months.
 - a. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR, CONSULTANT shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- b. The duties and responsibilities of the RPR are limited to those of CONSULTANT as indicated in this Scope of Services, and are further limited and described as follows:
 - i. General: RPR is CONSULTANT's agent at the Site, will act as directed by and under the supervision of CONSULTANT and will confer with CONSULTANT on RPR's actions.
 - a) RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with CONSULTANT and Contractor, keeping City advised as necessary.
 - b) RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - c) RPR shall generally communicate with City with the knowledge of and under the direction of CONSULTANT.
 - ii. Liaison
 - a) Serve as liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - b) Assist CONSULTANT in serving as City's liaison with Contractor when Contractor's operations affect City's On-Site operations.
 - c) Assist in obtaining from City additional details or information, when required for proper execution of the Work.
 - iii. Review of Work and Rejection of Defective Work
 - a) Conduct on-Site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iv. Records
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from

and delivered to Contractor, and other project-related documents.

- b) Prepare a daily report or keep a diary or logbook for days which RPR is present on-site, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c) Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing project documentation.
- e) Upon completion of the Work, furnish original set of all RPR project documentation.

v. Payment Requests

- a) Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

c. RPR Shall Not:

- i. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- ii. Exceed limitations of authority as set forth in this scope of services or the Contract Documents.
- iii. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
- iv. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- v. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of City or Contractor.
- vi. Participate in specialized field or laboratory tests or inspections conducted off-site.
- vii. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

Task 16 RECORD DRAWINGS PREPARATION

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The CONSULTANT will not observe on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. PDF electronic copy

OTHER ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the City's written request. Any additional amounts paid to CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Negotiation of easements or property acquisition including temporary right-of-entries.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

Compensation for Engineering Design Related Services for:

**INDUSTRIAL BOULEVARD PUMP STATION EXPANSION
AND ALSBURY PUMP STATION DECOMMISSIONING**

Total compensation for the CONSULTANT contemplated under the terms of this agreement **shall be a total not-to-exceed \$1,154,795** for all services including reimbursable expenses. The CITY shall compensate the CONSULTANT as follows.

For all Basic Services (Tasks 1-8) the total compensation shall be on a lump sum basis and not to exceed **\$1,064,035**.

For all Special Services (Tasks 9-13) the total compensation shall be on a lump sum basis and not to exceed **\$90,760**.

*For all Anticipated Additional Services (Tasks 14-16) which are indicated in this contract only for reference and budgeting purposes but are not in effect and subject to change in a future amendment, the total compensation is anticipated to be approximately **\$620,680**.*

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

BASIC SERVICES

| | |
|--|------------------|
| • Task 1 – Design Management | \$ 65,235 |
| • Task 2 – Conceptual Analysis | \$ 97,325 |
| • Task 3 – Preliminary Engineering Report | \$236,355 |
| • Task 4 – Preliminary Design | \$296,910 |
| • Task 5 – Final Design | \$269,245 |
| • Task 6 – Construction Contract Documents | \$ 36,405 |
| • Task 7 – Bid Phase Services | \$ 39,310 |
| • Task 8 – TCEQ Chapter 290 Permitting | <u>\$ 23,250</u> |

Basic Services Total \$1,064,035

SPECIAL SERVICES

| | |
|---|------------------|
| • Task 9 – GST Preliminary Design | \$ 27,735 |
| • Task 10 – GST Final Design | \$ 16,085 |
| • Task 11 – GST Construction Contract Documents | \$ 2,315 |
| • Task 12 – Platting Services | \$ 16,625 |
| • Task 13 – UPRR License Agreement | <u>\$ 28,000</u> |

Special Services Total \$ 90,760

ANTICIPATED ADDITIONAL SERVICES

| | |
|--|------------------|
| • Task 14 – Construction Contract Administration | \$254,225 |
| • Task 15 – RPR Services During Construction | \$353,705 |
| • Task 16 – Record Drawings Preparation | <u>\$ 12,750</u> |

Anticipated Additional Services Total \$620,680

Lump sum fees (LS) will be invoiced monthly based upon the overall percentage of services performed. Hourly fees (HR) will be invoiced based on actual effort required and CONSULTANT's then current rate schedule.

CONSULTANT will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

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:
2023-985468

Date Filed:
02/20/2023

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, 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.

022023
Industrial Park Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning

| 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 02/15/1988.

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 20TH day of FEBRUARY, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)