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

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

1. **CALL TO ORDER**

Invocation - Bob Massey, Secretary Treasurer, Burleson Christian Ministerial Alliance

Pledge of Allegiance to the US Flag

Texas Pledge:

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

- A. Consider approval of a resolution canvassing the May 6, 2023 General Election. (Staff Presenter: Amanda Campos, City Secretary)

Administer Oath of Office to Mayor Chris Fletcher, Council Place 2 Phil Anderson and Council Place 4 Larry Scott. (Amanda Campos, City Secretary)

Presentation for Councilmember Place 2 Rick Green, Councilmember Place 4 Tamara Payne, and Councilmember Place 6 Ronnie Johnson. (Amanda Campos, City Secretary)

2. **PUBLIC PRESENTATIONS**

A. Proclamations

-A Proclamation recognizing May 21-May 27, 2023 as "National Public Works Week" in the City of Burleson. (Recipient: Eric Oscarson, Director of Public Works)

B. Presentations

- Burleson Professional Firefighters Association presentation of donation to Burleson Center for ASD.

C. Community Interest Items

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

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

3. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and give staff direction on a new enhancement for CPR response with automated external defibrillator (AED) deployed in police vehicles. (*Staff Contact: K.T. Freeman, Fire Chief*)

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- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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 April 27, 2023 special council meeting and May 1, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).
- B. Consider approval of a minute order excusing councilmember place 3 Jimmy Stanford's absence from absence. the May 15, 2023 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*)
- C. Consider approval of an ordinance appointing an Associate Court Judge of the Municipal Court of Record, City of Burleson for a term of two years, expiring on May 15, 2025. (Final Reading). (*Staff contact: Amanda Campos, City Secretary*)
- D. Consider approval of a service contract with Reliable Paving, Inc. through Inter-local Purchasing Agreement with Tarrant County for Concrete Repair Services in the amount of \$225,000. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)

- E. Consider approval of a resolution authorizing an agreement between the Texas Department of Transportation and the City of Burleson for contributions of right-of-way funds for FM 917 road and bridge improvements not to exceed \$106,900. *(Staff Presenter: Eric Oscarson, Director of Public Works)*
- F. Consider approval of a minute order appointing newly-elected City Council members to council appointed positions on boards and committees. *(Staff Contact: Amanda Campos, City Secretary)*
- G. Consider approval of a minute order for the purchase and replacement of uniforms, duty gear, tactical clothing and gear, and body armor, with M-Pak through a cooperative purchase agreement with General Service Administration in an amount not to exceed \$75,000.00. *(Staff Presenter: Tim Mabry, Lieutenant)*

7. GENERAL

- A. Hold a public hearing and consider approval of an ordinance amending the Reinvestment Zone Number Two, City of Burleson, Texas, Project and Financing Plan by adopting as new district projects the Pedestrian Improvements Project for sidewalk and mobility improvements along Renfro St and Johnson Ave and the Parking Improvements Project for additional public parking. *(First Reading) (Staff Presenter: Martin Avila, Finance Director)*
- B. Consider approval of an ordinance amending the City's budget for fiscal year 2022-20233 by increasing the appropriations in the TIF2 Fund in the amount of \$874,393 for the Renfro and Johnson Ave Pedestrian Improvements, purchase of a real estate tract for a future parking lot, and the FY23 debt service payment for the 2022 CO bonds, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. *(First and Final Reading) (Staff Presenter: Martin Avila, Director of Finance)*
- C. Consider approval of a resolution authorizing a contract for the acquisition of approximately .264 acres of real property in Burleson, Johnson County, Texas and authorizing the expenditure of funds. *(Staff Presenter: Alex Philips, Economic Development Director)*
- D. Consider approval of a construction contract with Texas Materials Group, Inc., dba Texas Bit for the Neighborhood Street Rebuilds FY22 project in the amount of \$1,775,979.91. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*
- E. Discuss and consider taking possible action supporting or opposing filed legislation that would positively or negatively affect the City of Burleson in the 88th Texas Legislative Session. *(Staff Presenter: Matt Ribitzki, Deputy City Attorney)*

8. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

9. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**

- 5500 Vantage Drive, Burleson, Johnson County, Texas
- Discuss and receive direction on a certain parcel of real property in the district boundary of Tax Increment Reinvestment Zone Number Two, City of Burleson, Johnson County, Texas for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code**
- D. Personnel matters pursuant to Section 551.074, Texas Government Code**
- 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, Texas Government Code**
- 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, Texas Government Code**
 - Project Workforce
 - Project Farmer's Mind
- G. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

CERTIFICATE

I hereby certify that the above agenda was posted on this the **10th of May 2023, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
City Secretary



ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: May 15, 2023

SUBJECT:

Consider approval of a resolution canvassing the May 6, 2023 General Election. (*Staff Presenter: Amanda Campos, City Secretary*)'

Administer Oath of Office to Council Places 2 and 4. (Amanda Campos, City Secretary)

Presentation for Councilmember Place 2 Rick Green, Councilmember Place 4 Tamara Payne, and Councilmember Place 6 Ronnie Johnson. (Amanda Campos, City Secretary)

SUMMARY:

The City Council duly ordered a General Election to be held on May 6, 2023 in accordance with Texas Election Code. The General Election was to elect the Mayor, Council Place 2, Council Place 4, and Council Place 6. The election was conducted by Johnson and Tarrant Counties and the tallies sent over to the City Secretary's office.

The tallies are presented to the city council for consideration and acceptance. Once accepted the city council must canvass the election confirming the official results. The tallies are attached as exhibit 2 to this item.

Council is asked to review the tally and accept the tabulation and approve the Resolution officially canvassing the election.

OPTIONS:

Review the tally and accept the tabulations from the counties and approve the Resolution officially canvassing the election.

RECOMMENDATION:

Accept the tabulation presented and approve the Resolution.

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665 or 817-291-5846

May 6, 2023
City of Burleson General Election
Unofficial Tally Summary
(Tally will be canvassed at the May 15, 2023 City Council Meeting)

Race	Candidate		Early Voting Mail	Early Voting	Election Day	Total votes	
Mayor							
Unofficial winner	Chris	Fletcher	27	997	582	1606	54%
	Ronnie	Johnson	28	928	433	1389	46%
		Totals	55	1925	1015	2995	
Place 2							
Unofficial winner	Phil	Anderson	37	1339	669	2045	74%
	Jake	Wernette	15	480	240	735	26%
		Totals	52	1819	909	2780	
Place 4							
Unofficial winner	Larry	Scott	41	1567	797	2405	100%
		Totals	41	1567	797	2405	
Place 6							
Unofficial winner	Adam	Russell	41	1572	807	2420	100%
		Totals	41	1572	807	2420	

May 6, 2023
City of Burleson General Election
Unofficial Tally Summary - Johnson
(Tally will be canvassed at the May 15, 2023 City Council Meeting)

Race	Candidate	Early Voting Mail	Early Voting	Election Day	Total votes	
Mayor						
Unofficial winner	Chris	Fletcher	23	840	492	1355 53.68%
	Ronnie	Johnson	27	781	361	1169 46.31%
		Totals	50	1621	853	2524
Place 2						
Unofficial winner	Phil	Anderson	35	1127	563	1725 72.60%
	Jake	Wernette	13	398	240	651 27.39%
		Totals	48	1525	803	2376
Place 4						
Unofficial winner	Larry	Scott	39	1312	684	2035 100%
		Totals	39	1312	684	2035
Place 6						
Unofficial winner	Adam	Russell	39	1313	691	2043 100%
		Totals	39	1313	691	2043

May 6, 2023
City of Burleson General Election
Unofficial Tally Summary - Tarrant
(Tally will be canvassed at the May 15, 2023 City Council Meeting)

Race	Candidate	Early Voting Mail	Early Voting	Election Day	Total votes	
Mayor						
Unofficial winner	Chris	Fletcher	4	157	90	251 53%
	Ronnie	Johnson	1	147	72	220 47%
		Totals	5	304	162	471
Place 2						
Unofficial winner	Phil	Anderson	2	212	104	318 73%
	Jake	Wernette	2	82	36	120 28%
		Totals	4	294	140	438
Place 4						
Unofficial winner	Larry	Scott	2	255	113	370 100%
		Totals	2	255	113	370
Place 6						
Unofficial winner	Adam	Russell	2	259	116	377 100%
		Totals	2	259	116	377

RESOLUTION

A RESOLUTION CANVASSING THE RETURNS OF THE MAY 6, 2023 GENERAL ELECTION OF MAYOR, COUNCIL PLACE 2, COUNCIL PLACE 4, AND COUNCIL PLACE 6 FOR FULL TERMS ON THE CITY OF BURLESON CITY COUNCIL.

Whereas, an election was held on May 6, 2023 for the purpose of the election of Mayor and three councilmembers for full terms; and

Whereas, the City of Burleson contracted with Johnson County and Tarrant County for election services for the general election; and

Whereas, the counties held the May 6, 2023 General Election in full compliance with Texas Election Code; and

Whereas, the counties provided returns of the May 6, 2023 General Election to the City Secretary who tallied the returns provided and presented those return to the full City Council for acceptance; and

Whereas, the City Council has reviewed all the returns and matters pertaining to this election including orders, notices, and election officers; and

Whereas, the City Council does accept the returns and the matters as presented; and

Whereas, The City Council hereby canvasses the returns of this election, at which there was submitted to all residents, qualified electors of the City of Burleson for their action thereupon, the election of Mayor and three (3) councilmembers for full terms; and

Whereas, the city has diligently inquired into the polling lists and the official election returns which were duly and lawfully made to this Council; the poll lists and the official election returns showing separately the votes case in the election; and

Whereas, each of the candidates in said election received the following votes:

<u>Mayor Candidates</u>	<u>Number of Votes</u>
Chris Fletcher	1606
Ronnie Johnson	1389
<u>Council Place 2 Candidates</u>	<u>Number of Votes</u>
Phil Anderson	2045
Jake Wernette	735
<u>Council Place 4 Candidate</u>	<u>Number of Votes</u>
Larry Scott	2405
<u>Council Place 6 Candidate</u>	<u>Number of Votes</u>
Adam Russell	2420

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

Section 1.

The City Council finds, determines, and declares that the election was duly and properly ordered, that proper legal notice of the such election was duly given in English, Spanish, Vietnamese, the proper election officers were duly appointed prior to the election, that the election was duly and legally held, that all residents, qualified electors of the City of Burleson were permitted to vote at the election, and due returns of the results of the election have been made and delivered and that the City of Burleson has duly canvassed such returns, all in accordance with the laws of the State of Texas and the United States of America and the resolution calling the election.

Section 2.

The following persons are therefore elected as Mayor and Councilmembers of the City of Burleson for three (3) year terms:

Mayor	Chris Fletcher
Place 2	Phil Anderson
Pace 4	Larry Scott
Place 6	Adam Russell

Section 3.

The findings, determination, 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.

PASSED, APPROVED, AND SO RESOLVED this the 15th day of May, 2023.

Signed:

(Seal)

Mayor Chris Fletcher

Attest:

Approved as to form & Legality:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Fire / EMS
FROM: K.T. Freeman, Fire Chief
MEETING: May 15, 2022

SUBJECT:

Receive a report, hold a discussion, and give staff direction on a new enhancement for CPR response with automated external defibrillator (AED) deployed in police vehicles. (*Staff Contact: K.T. Freeman, Fire Chief*)

SUMMARY:

The Burleson Fire/EMS, Police, and Public Safety Communications departments are partnering to provide an enhanced response plan to cardiac arrest patients in our community. Despite improvements in resuscitation, out-of-hospital sudden cardiac arrest remains a substantial public health challenge accounting for approximately 10% of total mortality in North America. Efforts to improve resuscitation focus on the links in the chain of survival. One of the most important innovative methods that can improve survival from out-of-hospital cardiac arrest involves the use of early defibrillation. These efforts aimed at early defibrillation have involved equipping EMS and nontraditional responders (specifically the lay public) with automated external defibrillators (AEDs). Law enforcement also has a commitment to public safety but their role in resuscitation and early defibrillation has been modest and inconsistent across the nation. Providing law enforcement officers with basic cardiopulmonary resuscitation (CPR) skills and training in the use of an AED can potentially increase survival rates from cardiac arrest. Experience from a handful of communities – most notably Rochester MN – have provided strong impetus for a beneficial role of police defibrillation. At times, police on patrol will have the ability to reach a victim of sudden cardiac arrest more quickly than Fire/EMS personnel. Every minute counts for the person who has experienced sudden cardiac arrest, due to the scientific fact that chances of survival decrease by about 10% for every passing minute that a person who is in a shockable cardiac rhythm does not receive AED care. The benefits of this Enhanced Public Safety CPR/AED Intervention initiative will provide a significant increase in the probability of survival for patients who experience sudden cardiac arrest in the City of Burleson.

Options:

N/A

RECOMMENDATION:

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

N/A

FISCAL IMPACT:

Budgeted Y/N:

Fund Name:

Full Account #s:

Amount:

STAFF CONTACT:

K.T. Freeman

Fire Chief

ktfreeman@burlesontx.com

817-426-9171



Enhanced Public Safety CPR & AED Intervention

CITY COUNCIL PRESENTATION

MAY 15, 2023



Discussion Objectives

- Public Safety Collaborative Teamwork
- Chain of Survival for CPR Patients
- Implementation Date
- Enhanced Patient Outcomes



Partnership

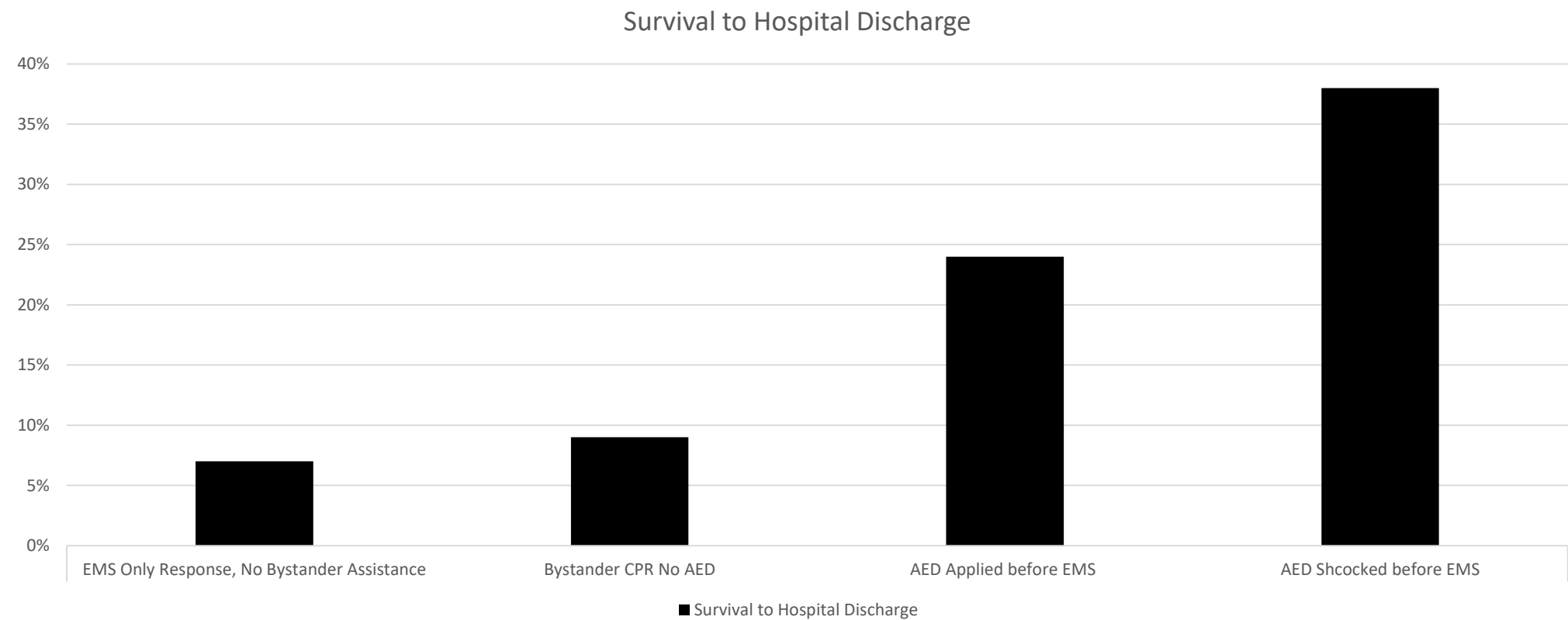
The Chain of Survival

What we do know is that successful treatment of cardiac arrest, and particularly ventricular fibrillation, is associated with an EMS system's ability to deliver care quickly. The chain of survival, with its five links of early access, early CPR, early defibrillation, early advanced care, and early post resuscitative care illustrates the most critical elements of addressing sudden cardiac arrest.



Out-of-Hospital Chain of Survival

Data: Survival After Application of Automatic External Defibrillators Before Arrival of the Emergency Medical System



CPR Scenarios

WEISFELDT, M. L., SITLANI, C. M., ORNATO, J. P., REA, T., AUFDERHEIDE, T. P., DAVIS, D., DREYER, J., HESS, E. P., JUI, J., MALONEY, J., SOPKO, G., POWELL, J., NICHOL, G., & MORRISON, L. J. (2010). SURVIVAL AFTER APPLICATION OF AUTOMATIC EXTERNAL DEFIBRILLATORS BEFORE ARRIVAL OF THE EMERGENCY MEDICAL SYSTEM. JOURNAL OF THE AMERICAN COLLEGE OF CARDIOLOGY, 55(16), 1713–1720. [HTTPS://DOI.ORG/10.1016/J.JACC.2009.11.077](https://doi.org/10.1016/j.jacc.2009.11.077)



Burleson Centric Enhancements

- **Public Safety Communications**
 - Emergency Medical Dispatch (EMD)
 - Phoenix G-2 Alerting System Rapid Dispatch
 - Rapid dispatch of the closest appropriate resources
- **Police Department**
 - Dr. Cordova CPR Training
 - Deployment of 10 AED's for Patrol
 - Rapid Response Model
- **Fire / EMS Department**
 - Fire Based EMS Transport
 - Advance Care Rapid Deployment
 - Rapid Transport

Next Steps

- Burleson Fire/EMS will provide initial and annual ongoing CPR / AED Protocol training to Burleson Police Officers through EMS Medical Director.
- Purchased 22 new ZOLL AED's with ARPA funding in 2022
- Deploy 10 of the new ZOLL AEDs to on-duty Patrol Cars and be live by August 2023
- Provide updated training for all City Employees for CPR/AED use over the next year.
- Work with facilities to identify gaps in current AED coverage and identify funding sources for additional AEDs and ongoing supplies.





July – Aug 2023





Public Safety Partnerships

Saves Lives!



Questions Comments

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: May 15, 2023

SUBJECT:

Consider approval of the minutes from the April 27, 2023 special council meeting and May 1, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on April 27, 2023 for a special council meeting and May 1, 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 SPECIAL MEETING

April 27, 2023
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Rick Green
Jimmy Stanford
Chris Fletcher
Tamara Payne (*arrived at 4:08 p.m.*)
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 – 4:06 p.m.

Mayor Fletcher called the meeting to order.

2. CITIZEN APPEARANCES

No speakers.

3. 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, Texas Government Code

- Hold a discussion regarding the appointment and duties of an interim city manager and permanent city manager.

B. Personnel matters pursuant to Section 551.074, Texas Government Code

- Hold a discussion and give direction regarding the process and procedure to select and appoint an interim city manager.
- Hold a discussion and give direction regarding the goals and duties of the interim city manager.
- Hold a discussion and give direction regarding the process and procedure to select and appoint a permanent city manager.

Motion was made by Dan McClendon and seconded by Victoria Johnson to convene into executive session. **Time: 4:08 p.m.**

Motion passed 6-0, with Tamara Payne absent.

Council member Tamara Payne arrived at 4:08 p.m.

Motion was made by Victoria Johnson and seconded by Rick Green to reconvene into open session. **Time: 5:05 p.m.**

Motion passed 7-0.

ACTION

Dan McClendon requested an item be added to the next agenda to name Tommy Ludwig as interim City Manager.

4. ADJOURN

Motion made by Tamara Payne and Jimmy Stanford to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 5:07 p.m.

Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL REGULAR MEETING

May 1, 2023
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Rick Green

Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Jimmy Stanford

Staff present

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

1. CALL TO ORDER – 5:33 p.m.

Invocation – Mayor Pro Tem Dan McClendon gave the invocation.

Pledge of Allegiance to the US Flag

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- A Proclamation recognizing May 7-May13 as "Public Service Week" in the City of Burleson. (*Recipient: Rick DeOrdio, Director of Human Resources*)

- A Proclamation recognizing "Cinco de Mayo" in the City of Burleson. (*Victoria Johnson, Councilmember, Place 1; Recipient: Parks and Recreation Department*)

B. Presentations

- Receive a report to recognize the selected Employee of the Quarter for the 1st quarter of 2023. (*Staff Presenter: Rick DeOrdio, Director of Human Resources*)

C. Community Interest Items

- Great turnout celebrating Arbor Day by planting 10 trees at Centennial Park on Friday, April 28.
- Reminder to go vote, General Election is going on, Early Voting ends on Tuesday, May 2 and Election Day is Saturday, May 6. Johnson County voters,

Ron Harmon Sub-Courthouse, 247 Elk Drive, Room 212 and Tarrant County voters, Crouch Event Center in Bicentennial Park, 900 E. Glendale Street, Crowley. Please check Johnson County and Tarrant County websites for the most current election information on voting locations.

- Thank you to Bryan Langley and best of luck at the City of Kyle.
- Best of luck to the new Council coming in and thank you to staff for all their support.
- Burleson Animal Shelter is full, please consider adopting.
- National Small Business week, shop and support local businesses.
- Thursday, May 11, 6 a.m. to 3 p.m., shop local at City Market for Tip a Cop fundraising event for our police foundation.
- Library, Origami Art Installation during the month of May, the library is asking the community to help by making an origami animal at the library or bring your own.
- Join us, Mother's Day Outing, May 13, 6-8pm, Mayor Vera Calvin Plaza; enjoy an evening out in our town.
- Kudos to Keep Burleson Beautiful for the Governor's Achievement Award, \$250,000 to be completed by TxDOT.

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. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discuss and possible request for future agenda item concerning the Burleson Better Together Committee. (*Presenter: Tamara Payne, Council Place 4*).

Council member Tamara Payne presented the Burleson Better Together Committee report to city council.

9. RECESS INTO EXECUTIVE SESSION - MOVED

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

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

- Hold a discussion regarding the appointment and duties of an interim city manager and permanent city manager.
- Hold a discussion regarding Section 2-31 "Appointments; terms; removal; exceptions" of Article II "Board, Commissions and Committees," Chapter 2 "Administration" of the City of Burleson Code of Ordinances (2005).

- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- C. Personnel matters pursuant to Section 551.074, Texas Government Code**
 - Hold a discussion and give direction regarding the process and procedure to select and appoint an interim city manager.
 - Hold a discussion and give direction regarding the goals and duties of the interim city manager.
 - Hold a discussion and give direction regarding the process and procedure to select and appoint a permanent city manager.
 - Hold a discussion and give direction regarding Planning and Zoning Commissioner Place 5.

Motion was made by Dan McClendon and seconded by Victoria Johnson to convene into executive session. **Time: 6:05 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

Motion was made by Dan McClendon and seconded by Tamara Payne to reconvene into open session. **Time: 6:43 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

5. CITIZEN APPEARANCES

- Robert Payne, 1125 Windy Meadows Drive, came forward to express his appreciation for Council member Payne's leadership, service and dedication to the city.

6. CONSENT AGENDA

- A. Minutes from the April 17, 2023 regular council meeting. (Staff contact: Amanda Campos, City Secretary).**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- B. CSO#5085-05-2023, contract with MHSC Energy Management for the purchase of LED lighting and fixtures for the interior of the Burleson Recreation Center in the amount of \$64,105.99. (Staff Presenter: Jen Basham, Director of Parks and Recreation)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- C. CSO#5086-05-2023, change order with The Brandt Companies LLC through a cooperative purchasing agreement with Buyboard in the amount of \$10,015 for additional repairs to the Burleson Recreation Center HVAC system. (Staff Presenter: Jen Basham, Director of Parks and Recreation)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- D. CSO#5087-05-2023, minute order for repair services and replacement parts for a fire apparatus from Metro Fire, using the H-GAC Cooperative Contract, in the amount of \$100,000. (Staff Presenter: Eric Oscarson, Director of Public Works)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- E. CSO#5088-05-2023, minute order for repair services and replacement parts for a fire apparatus from Siddons-Martin, using the H-GAC Cooperative Contract, in the amount of \$100,000. (Staff Presenter: Eric Oscarson, Director of Public Works)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- F. CSO#5089-05-2023, resolution authorizing payment of five years of subscription fees to Upland Software for document imaging and electronic file storage services in the amount not to exceed \$144,375. (Staff Contract: Hugo Rodriguez, Deputy Director, IT)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- G. CSO#5090-05-2023, community facilities contract with 225 W. Ellison, LLC, for City cash participation for the construction of 18 parking stalls along Bransom Street for \$56,217.75. (Staff Contact: Errick Thompson, Deputy Director of Public Works)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- H. CSO#5091-05-2023, interlocal agreement with the City of North Richland Hills for cooperative purchasing between the cities that will allow among other cooperative purchases, utilization of an existing City of North Richland Hills agreement with Intermountain Slurry Seal, Inc. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- I. CSO#5092-05-2023, ordinance amending Chapter 14, "Businesses" of the Code of Ordinances of the City of Burleson, Texas (2005), as amended, by adding article XII, entitled "Registration of Short Term Rentals" and establishing**

general standards and a registration process for short-term rentals, establishing fees, and providing definitions. (Final Reading)(Staff Contact: Tony McIlwain, Development Services Director)

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- J. CSO#5093-05-2023, ordinance amending the City's fee schedule in Ordinance CSO# 3069-09-2022 by adding fees associated with the registration of short term rental properties; finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (Final Reading)(Staff Contact: Tony McIlwain, Development Services Director)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- K. CSO#5094-05-2023, two-year contract extension for CSO#1229-01-2020 with Bentek for online benefit enrollment software services in the amount not to exceed \$46,000. (Staff Presenter: Rick DeOrdio, Director of Human Resources)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- L. Ordinance appointing Cass Callaway for a two-year term ending May 15, 2025 to serve as Associate Judge for the City of Burleson. (First Reading). (Staff contact: Amanda Campos, City Secretary).**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

- M. CSO#5095-05-2023, Memorandum of Agreement with Tommy Ludwig to serve as Interim City Manager. (Staff Contact: Allen Taylor, City Attorney)**

Motion made by Tamara Payne and seconded by Rick Green to approve.

Motion passed 6-0, with Jimmy Stanford absent.

7. GENERAL

- A. CSO#5096-05-2023, amendment to the Engineering Services Contract (CSO#1408-06-2020) with Kimley-Horn and Associates for design of the SH174 Widening project in the amount of \$449,985.00 for a total contract amount of \$1,335,485.00. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

Errick Thompson, Deputy Director of Public Works-Engineering, presented an amended engineering services contract to the city council.

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

Motion passed 6-0, with Jimmy Stanford absent.

- B. CSO#5097-05-2023, resolution authorizing an application for TxDOT's 2023 Transportation Alternatives (TA) Call for Projects for a Citywide project to complete the 10-mile pedestrian and bicycle loop with City of Burleson matching contributions not to exceed \$3,200,000. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

Errick Thompson, Deputy Director of Public Works-Engineering, presented a resolution to the city council.

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

Motion passed 6-0, with Jimmy Stanford absent.

- C. CSO#5098-05-2023, ordinance granting a franchise to Waste Connections Lone Star, Inc. for residential solid waste and recycling collection services in the City, authorizing an amendment CSO#5099-05-2023, to an existing solid waste franchise agreement with Waste Connections Lone Star, Inc. by amending the renewal date and extending the term five years pursuant to renewal terms under the current contract in the amount of \$23,731,155.34, and finding that this ordinance may be considered and approved at only one meeting of the City Council. (First and Final Reading) (Staff Presenter - Eric Oscarson, Director of Public Works)**

Eric Oscarson, Director of Public Works, presented an ordinance and an amendment to the existing agreement to the city council.

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

Motion passed 6-0, with Jimmy Stanford absent.

- D. CSO#5100-05-2023, contract with Siddons Martin Emergency Group to purchase two Pierce-Custom Velocity PUC engines, and communication components through a cooperative purchasing agreement with Houston Galveston Area Council in the amount not to exceed \$2,600,000. (Staff Presenter: Josh Jacobs, Assistant Chief)**

Josh Jacobs, Assistant Fire Chief, presented a contract to the city council.

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

Motion passed 6-0, with Jimmy Stanford absent.

E. Professional services contract with Komatsu/Rangel, Inc. dba Komatsu Architecture for design of the Burleson Fire Station 1 Renovation project in the amount of \$219,831. (Staff Presenters: Errick Thompson, Deputy Director of Public Works, K.T. Freeman, Fire Chief) - TABLED

Errick Thompson, Deputy Director of Public Works – Engineering and K.T. Freeman, Fire Chief, presented a professional services contract to the city council.

Mike Jones, Burleson Firefighters Association, came forward requesting the Council consider all the needs of the whole station.

Motion made by Victoria Johnson and seconded by Tamara Payne to table item to the June 5, 2023 council meeting.

Motion passed 4-2, with Chris Fletcher and Dan McClendon voting against and Jimmy Stanford absent.

8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

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, Texas Government Code

- Hold a discussion regarding the appointment and duties of an interim city manager and permanent city manager.
- Hold a discussion regarding Section 2-31 “Appointments; terms; removal; exceptions” of Article II “Board, Commissions and Committees,” Chapter 2 “Administration” of the City of Burleson Code of Ordinances (2005).

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

C. Personnel matters pursuant to Section 551.074, Texas Government Code

- Hold a discussion and give direction regarding the process and procedure to select and appoint an interim city manager.
- Hold a discussion and give direction regarding the goals and duties of the interim city manager.
- Hold a discussion and give direction regarding the process and procedure to select and appoint a permanent city manager.
- Hold a discussion and give direction regarding Planning and Zoning Commissioner Place 5.

No need for a second executive session.

ADJOURNMENT

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

Mayor Fletcher adjourned the meeting.

Time: 8:36 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: May 15, 2023

SUBJECT:

Consider approval of a minute order excusing councilmember place 3 Jimmy Stanford's absence from absence. the May 15, 2023 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

The City of Burleson city charter addresses councilmember's absences from regularly scheduled council meetings. Article III, Section 19(d) Absences. Unless prevented from attending by sickness, a councilmember who is absent for three consecutive regular meetings of the city council without first having obtained leave of absence from the city council at a regular meeting, is deemed to have vacated the office, and the city council shall fill the vacancy in accordance with Section 23 of this Charter. Council may grant an excused absence requested by a councilmember.

Councilmember Place 3 Jimmy Stanford will be absent from this meeting and request an excused

OPTIONS:

- 1) Approve as presented
- 2) Deny as presented

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665 or 817-291-5846

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS APPOINTMENT ASSOCIATE JUDGE OF THE MUNICIPAL COURT OF RECORD OF THE CITY OF BURLESON; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ASSOCIATE MUNICIPAL COURT JUDGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has established its municipal court as a municipal court of record; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance.

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

SECTION 1.

That **Cass Callaway** is hereby appointed as the associate judge of the municipal court of record in the City of Burleson, Texas, in accordance with the terms of the Agreement attached as Exhibit "A" and incorporated by reference herein.

SECTION 2.

That the Mayor is hereby authorized to execute the Agreement attached as Exhibit "A".

SECTION 3.

This appointment of the associate judge shall be for a term of two years, which shall expire on **May 15, 2025**.

SECTION 4.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

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 judgement 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.

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

City Attorney

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

EXHIBIT A

Professional Services Agreement Associate Municipal Judge

The Agreement made and executed into this 15th day of May, 2023 by and between the City of Burleson, Texas, a Municipal Court of Record of the State of Texas, hereinafter referred to as "City" and Cass Callaway, the Associate Municipal Judge of the Burleson Municipal Court of Record hereinafter referred to as "Associate".

1. City does hereby agree to enter into an agreement with Cass Callaway for Municipal Court services beginning on May 15, 2023 and continuing through midnight on May 15, 2025 at a contract rate of \$100 per hour, and a \$1,200 monthly stipend for on-call services.
2. Associate understands and agrees that Associate is an appointed contractor of City, the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and Associate is not entitled to any benefits except as provided herein.
3. City will provide judge's robe. Additionally, City does hereby agree to budget and pay for professional memberships, subscription, and dues to state and local legal associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Membership to include but not limited to the following:
 - Texas State Bar Association
 - Tarrant County Bar Association
 - Johnson County Bar Association
4. City does hereby agree to budget and to pay for the travel and subsistence expenses of Associate training, short courses, institutes and seminars that are necessary for professional development that directly relate to City municipal judicial duties. Applicable requested training and estimated expense must be authorized in advance for budgetary purposes.
5. The Associate shall perform all functions and duties required under the City Charter, city ordinances, and as delineated and defined in the City of Burleson Job Description and shall perform such other legally permissible and proper duties and functions as said position shall require.
6. The Associate shall keep the Presiding Municipal Judge and City Secretary informed of issues related to the Presiding Municipal Court and shall execute their performance in cooperation with the Presiding Municipal Judge to the extent such cooperation does not impair the necessity of judicial independence and avoids the appearance of impropriety.

7. During this agreement, the Associate agrees to comply with all provisions of the code of Judicial Conduct, Section 30 of the Burleson City Charter, Chapter 26 of the Code of Ordinances of the City of Burleson, Section 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Burleson Municipal Court of Record. In the event of a conflict between the terms of this Agreement and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
8. The Associate shall not take on representation of a client adverse to the City. The Associate shall not represent a client in a case where an employee of the City in his capacity as an employee of the City is a witness or may be summoned to appear as a witness.
9. The Associate warrants they meet the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson.
10. The City Council may remove the Associate from office during their term pursuant to Section 30 of the City Charter and in accordance with the requirements of Chapter 30 of the Texas Government Code or its successor, as same may hereafter be amended.

In Witness Whereof, City has caused this agreement to be signed in its name by the Mayor of the City of Burleson and City corporate seal to be hereunto affixed and attested by its City Secretary, and the Associate has hereunto set their hand.

Signed:

Cass Callaway

Date

Signed:

Chris Fletcher, Mayor

Attest:

(Seal)

Amanda Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: May 15, 2023

SUBJECT:

Consider approval of an ordinance appointing an Associate Court Judge of the Municipal Court of Record, City of Burleson for a term of two years, expiring on May 15, 2025. (Final Reading).
(Staff contact: Amanda Campos, City Secretary).

SUMMARY:

The Burleson City Council considered and approved first reading of the ordinance at the May 1, 2023 regular council meeting. The ordinance appointing the Associate Municipal Court Judge requires two readings at two separate meetings to be in compliance with our city charter. The professional service agreement is attached for review as well, it is however part of the ordinance approval and does not require a separate approve motion.

The Burleson City Charter Section 30 states the qualifications and manner to appoint municipal judges; as a competent and duly licensed attorney practicing law in the State of Texas and shall be appointed by ordinance. Cass Calloway meets all the requirements and the City Council has reviewed the judge and desire to appoint.

The attached ordinance is before council for consideration for final reading at the May 15, 2023, council meeting. After approval of ordinance on final reading and execution of the Professional Services Agreement the judge will be sworn in by the City Secretary and will be considered qualified. The final agreement will be considered for approval the May 15, 2023, council meeting.

OPTIONS:

- 1) Council may approve the ordinance on final reading.
- 2) Council may deny the ordinance on final reading and direct staff to begin search for a new Associate Judge.

RECOMMENDATION:

Approve.

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

N/A.

FISCAL IMPACT:

All municipal court judge expenses are budgeted in 1011104-62040 Legal Expenses.

STAFF CONTACT:

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

City Council Regular Meeting

DEPARTMENT: Public Works

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

MEETING: May 15, 2023

SUBJECT:

Consider approval of a service contract with Reliable Paving, Inc. through Inter-local Purchasing Agreement with Tarrant County for Concrete Repair Services in the amount of \$225,000. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)

SUMMARY:

Annual street and drainage maintenance and operations include various concrete repairs throughout the year. Concrete service contracts are an important supplement to City staff in order to deliver this service. Repairs assigned to contractors are monitored by City staff to ensure workmanship per applicable standards and to verify actual quantities for payment in accordance with contract terms.

Tarrant County conducted an open procurement that resulted in contract award to Reliable Paving, Inc. of Arlington, TX in January 2022. The original term was 12 months with two renewal options. The first renewal option was exercised in December 2022 and maintains the original fixed prices and hourly rates through December 2023.

The proposed contract allows City staff to order \$225,000 in miscellaneous concrete services in an on-demand fashion to address service requests beyond staff's capacity. Funding is included in the current General Fund operating budget for street and drainage maintenance and operations. The City's contract will run concurrently with the Tarrant County contract, which is through January 2024. It is anticipated that the funds will be exhausted by October 2023.

At this time, staff is working with Tarrant County to obtain fully executed copies of the documents between Tarrant County and Reliable Paving, which are necessary attachments to the City's contract. Since the contract is not complete as of the date of this memo, staff is asking that Council approve the contract subject to City Attorney approval.

OPTIONS:

- 1) Approve the contract as presented
- 2) Deny the contract

RECOMMENDATION:

Approve the contract as presented, subject to City Attorney approval

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

FISCAL IMPACT:

Fund Name:	General Fund
Full Account #s:	1013004 63003
Amount:	\$225,000

STAFF CONTACT:

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

CONCRETE REPAIR CONTRACT

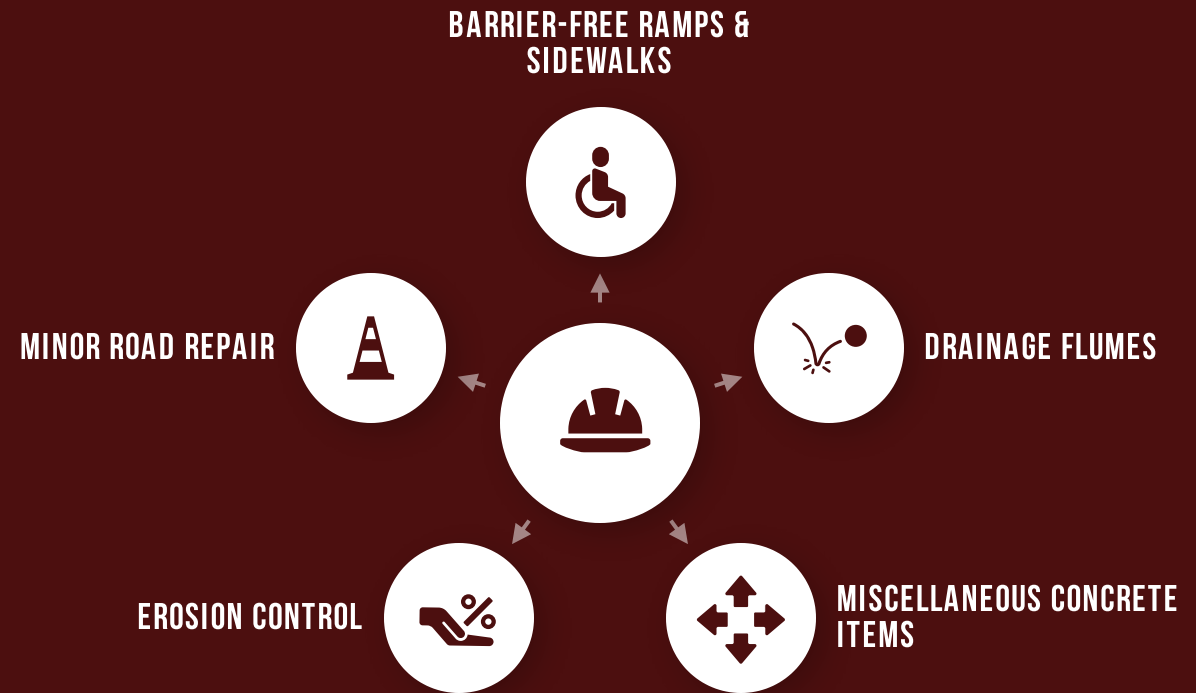


CONCRETE REPAIRS

Annual street and drainage maintenance and operations include various concrete repairs throughout the year

Concrete service contracts are an important supplement to City staff in order to deliver this service

Repairs assigned to contractors are monitored by City staff to ensure workmanship per applicable standards and to verify actual quantities for payment in accordance with contract terms



INTER-LOCAL AGREEMENTS AND COOPERATIVE PURCHASING

- **STATE LAW**

Local governments authorized to participate in cooperative purchasing
Inter-local agreements establish agreements between participating agencies

- **TARRANT COUNTY CONTRACT**

Open procurement resulted in contract award to Reliable Paving, Inc. of Arlington, TX in January 2022

Original term was 12 months with two renewal options

First renewal option exercised December 2022 maintains the original fixed prices and hourly rates through December 2023

- **PROPOSED BURLESON CONTRACT (BASED ON TARRANT COUNTY PROCUREMENT)**

\$225,000



ACTION REQUESTED, FUNDING, AND SCHEDULE

- **ACTION REQUESTED**

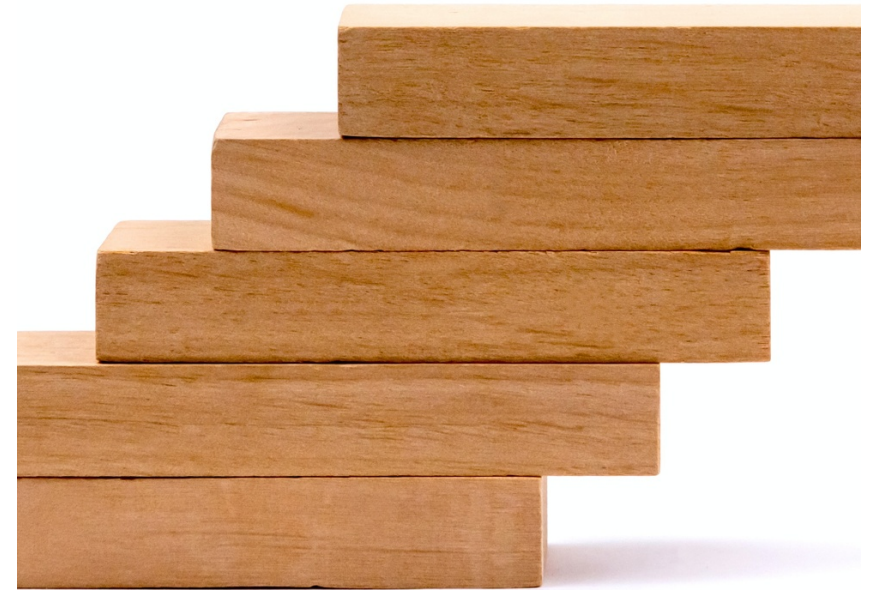
Approve a service contract with Reliable Paving, Inc. through a cooperative purchasing agreement with Tarrant County

- **FUNDING**

Current General Fund operating budget for street and drainage maintenance and operations includes funding for this effort

- **SCHEDULE**

These services will be ordered as needed over the course of the contract (anticipated to be exhausted by October 2023)



OPTIONS

RECOMMENDED



APPROVE A 12-MONTH SERVICE CONTRACT WITH RELIABLE PAVING, INC. THROUGH INTER-LOCAL PURCHASING AGREEMENT WITH TARRANT COUNTY FOR CONCRETE REPAIR SERVICES IN THE AMOUNT OF \$225,000



DENY A 12-MONTH SERVICE CONTRACT WITH RELIABLE PAVING, INC. THROUGH INTER-LOCAL PURCHASING AGREEMENT WITH TARRANT COUNTY FOR CONCRETE REPAIR SERVICES IN THE AMOUNT OF \$225,000



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:
2023-1008339

Date Filed:
04/17/2023

Date Acknowledged:

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

Reliable Paving Inc
Arlington, TX United States

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

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.

050123
Miscellaneous Concrete Repair Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reliable Paving Inc	Arlington, TX United States	X	
	Long, Charles	Arlington, TX United States	X	
	Hixson, Mark	Arlington, TX United States		X
	Donaldson, Pam	Arlington, TX United States		X

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: May 15, 2023

SUBJECT:

Consider approval of a resolution authorizing an agreement between the Texas Department of Transportation and the City of Burleson for contributions of right-of-way funds for FM 917 road and bridge improvements not to exceed \$106,900. (*Staff Presenter: Eric Oscarson, Director of Public Works*)

SUMMARY:

FM 917 is a TxDOT roadway that runs along the southern border of the city and extraterritorial jurisdiction. TxDOT is moving forward with a project at the intersection of FM 917 and I-35W that will expand the existing bridge from two lanes to 6 lanes and add additional bridges for U-turns. Side paths will be added to the bridge on both sides, as well. The alignment of the I-35W frontages will be realigned, reconstructed, and expanded at the intersection. FM 917 will be widened, and a median will be added for the section being reconstructed.

TxDOT will be moving forward with fully funding the design and construction of the roadway at an estimated cost of \$31,000,000. As part of their design and construction, the city is responsible for a 10% cost share of the right-of-way acquisition necessary for the construction of the project. As part of this agreement, TxDOT makes an assumption of the costs necessary to acquire the right-of-way and calculates 10% for the city to contribute. The assumed cost of right-of-way acquisition by TxDOT is \$1,069,000 and the city's portion would be \$106,900. Alternatively, the City Council could elect to not authorize the agreement and pay 10% of the actual property acquisition costs after the rights of way are acquired. Historically, TxDOT has underestimated the actual costs to acquire, and the better option is to contribute the upfront fixed costs.

Besides this contribution, the remaining costs of design and construction would be funded by TxDOT. The project is expected to be let in FY26 with an estimated construction completion date in FY28.

OPTIONS:

- 1) Approve the resolution authorizing an agreement between the Texas Department of Transportation and the City of Burleson for contributions of right-of-way funds for the FM 917 road and bridge improvements not to exceed \$106,900.
- 2) Deny the resolution authorizing an agreement between the Texas Department of Transportation and the City of Burleson for contributions of right-of-way funds for the FM 917 road and bridge improvements not to exceed \$106,900.

RECOMMENDATION:

Staff recommends approval of the resolution authorizing an agreement between the Texas Department of Transportation and the City of Burleson for contributions of right-of-way funds for the FM 917 road and bridge improvements not to exceed \$106,900.

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

N/A

FISCAL IMPACT:

Project: ST2310

Budget Impact: \$106,900

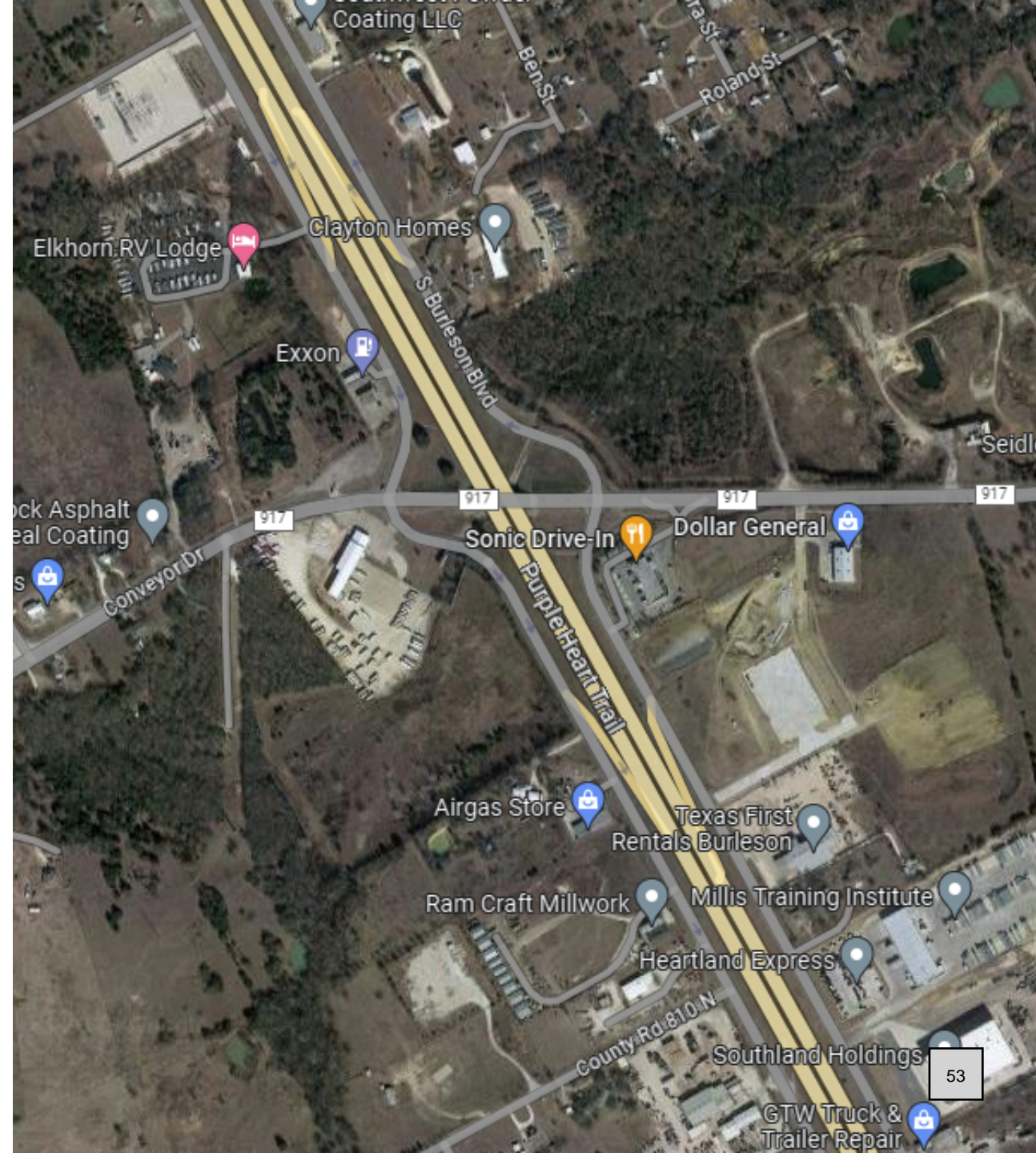
Funding Source: Street and Drainage Bond Fund (Non-GO)

STAFF CONTACT:

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

FM 917

Right-of-Way Acquisition



PROJECT SCOPE

Bridge

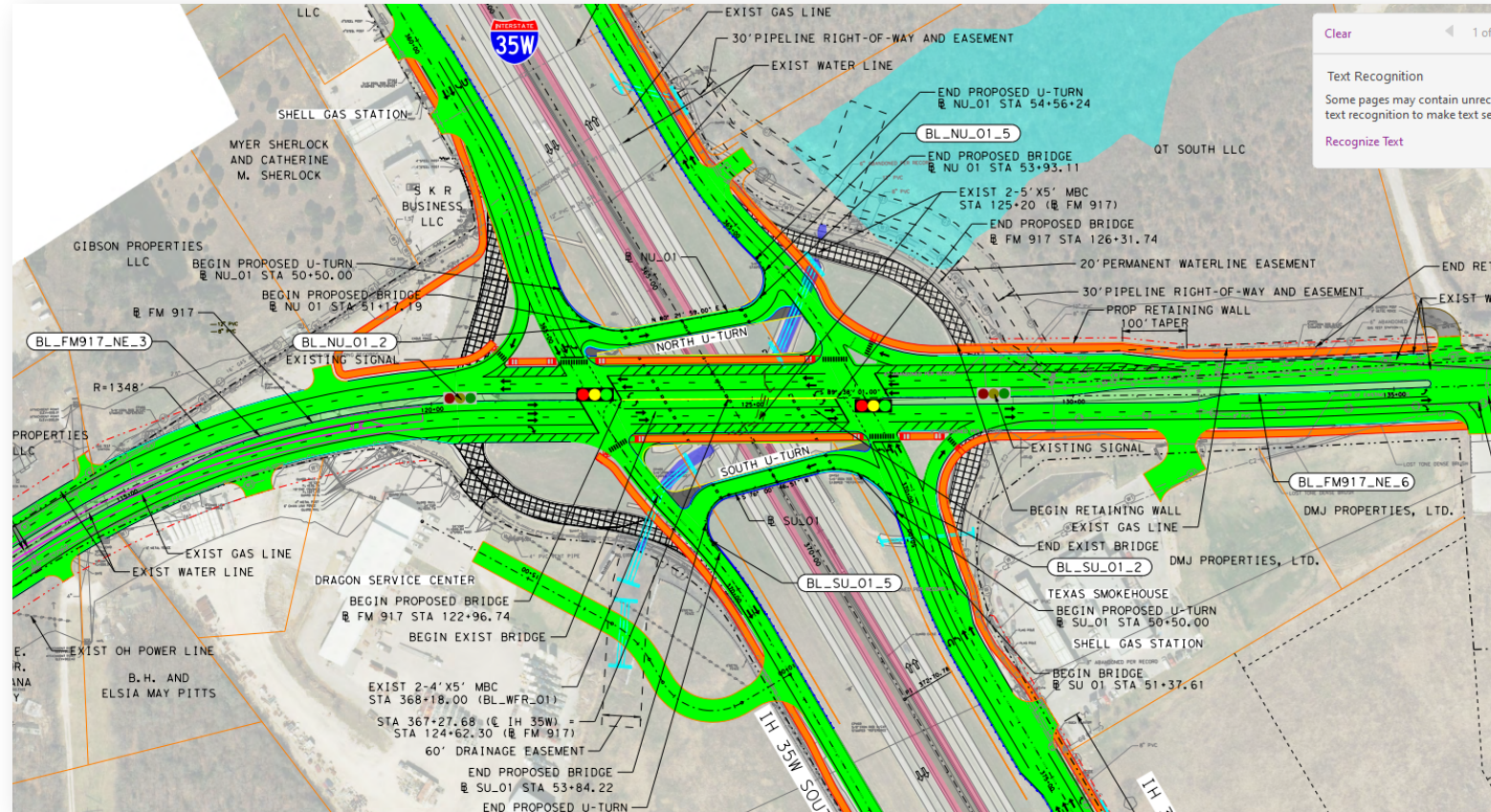
- Six lanes of traffic (4 through, and two turn lanes)
- Side paths on both sides
- Separate U-Turn Bridges

I35W

- Realigned frontage
- Additional lanes at intersection

FM917

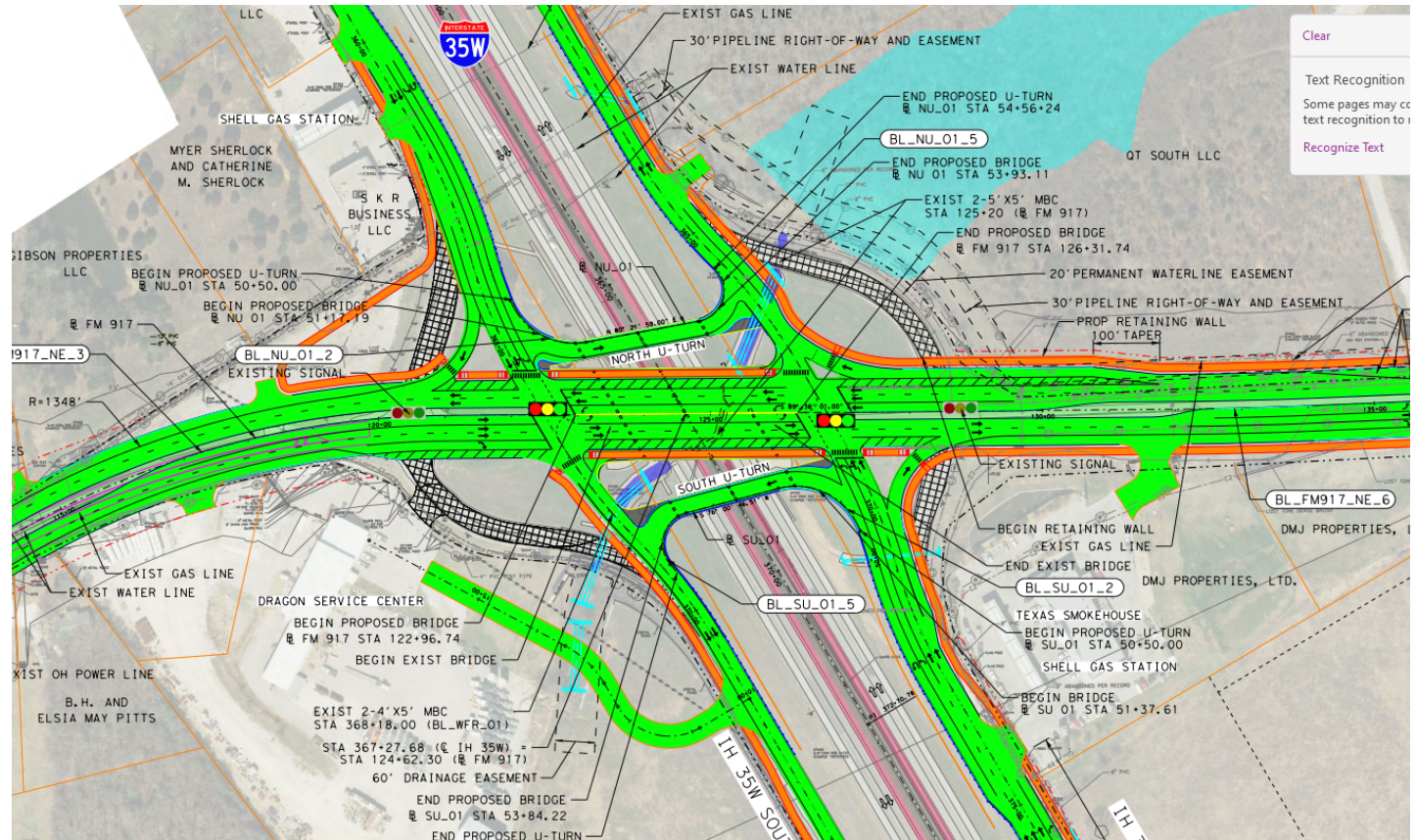
- 4-6 Lanes wide
- Median



PROJECT BUDGET

TxDOT/COG Funded

- Project is Fully Funded
- Cost is approximately \$31,000,000
- Current Letting Date - August 1, 2026



RIGHT-OF-WAY

Acquisition Options

- Agree to pay 10% of the assumed fixed costs upfront.
- Pay 10% of actual costs to acquire right-of-way.
- All work to be completed prior to start of construction

Considerations

- TxDOT assumed costs of ROW acquisition is \$1,069,000.
- City's portion would be \$106,900.
- TxDOT historically underestimates the actual costs to acquire ROW.
- Besides this contribution, the remaining costs of design and construction would be fully funded by TxDOT.



ACTION REQUESTED

RECOMMENDED



APPROVE

Approve a resolution authorizing an agreement between the Texas Department of Transportation and the City of Burleson for contributions of right-of-way funds for the FM 917 roadway improvements.



DENY

Deny a resolution authorizing an agreement between the Texas Department of Transportation and the City of Burleson for contributions of right-of-way funds for the FM 917 roadway improvements.



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON SUPPORTING ENTERING INTO AN AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE) FOR THE COST OF ACQUIRING THE RIGHT OF WAY AND RELOCATION OR ADJUSTMENT OF UTILITIES FOR CERTAIN HIGHWAY IMPROVEMENTS ON INTERSTATE HIGHWAY 35W FROM BETHESDA RD TO ASHER RD, 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 (“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 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 agreement to contribute right of way funds (fixed price) by and between the City and the State of Texas, acting by and through the Texas Department of Transportation, which provides funding for the cost of acquiring the right of way and relocation or adjustment of utilities for certain highway improvements on IH 35W from Bethesda Rd to Asher Rd (hereinafter the “Project”); and

WHEREAS, a copy of the proposed agreement to contribute right of way funds (fixed price) by and between the City and the State of Texas, acting by and through the Texas Department of Transportation is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (the “Agreement”); and

WHEREAS, the City Council supports entering into the Agreement; and

WHEREAS, the City possesses the funds on hand to participate in the Agreement, and is committed, subject to the terms and conditions of the Agreement;

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

Section 1.

The City Council hereby designates the City Manager, Bryan Langley, as the City’s authorized official with the authority to execute the Agreement on behalf of the City, and directs the City Manager, Bryan Langley, to execute the Agreement on behalf of the City. The City Council further directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation.

Section 2.

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 3.

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 _____, 2023.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF JOHNSON §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the “**State**”), and City of Burelson, Texas, acting through its duly authorized officials (the “**Local Government**”).

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. IH 35W from Bethesda Rd. to Asher Rd. and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the “**Project**”); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
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AGREEMENT

1. Agreement Period

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.

2. Termination

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 cost incurred because of the breach shall be paid by the breaching party; or
- C.** The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A.** The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B.** The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1.** site conditions change;
 - 2.** work requested by the Local Government is ineligible for federal participation; or
 - 3.** the adjustment is mutually agreed on by the State and the Local Government.
- C.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training 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 Qualification for the Texas Department of Transportation*. 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

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. 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 supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
Bryan Langley	Director of Right of Way Division
141 W Renfro Street	Texas Department of Transportation
Burleson, TX 76028-4296	125 E. 11 th Street
	Austin, Texas 78701

All notices shall be deemed given on the date delivered 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 honored and carried out by the other party.

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. 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, that 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.

9. 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.

10. Compliance with Laws

The parties 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.

11. 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 subject matter of this agreement.

12. 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 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 form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

(FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and 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.

14. State Auditor

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.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

- C. The Local Government shall set 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 have final decision-making authority regarding the DBE goal and 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://txdot.gov/business/business_outreach/mou.htm.
- 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 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 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.*

20. Debarment Certification

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 and Suspension." By executing this agreement, the Local Government certifies that it is 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 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 contract shall require any party to a subcontract or purchase order awarded under this

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

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, sub-grants, 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 USC §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 failure.

22. Federal Funding Accountability and Transparency Act Requirements

- 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 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

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

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 (5) 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.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-tdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 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.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts and Finance Director
Right of Way Division
Texas Department of Transportation

Date

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT A RESOLUTION OR ORDINANCE

County Johnson
District Fort Worth
ROW CSJ # 0014-03-097
CCSJ # 0014-03-088
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT
PROJECT NO.
CSJ: 0014-03-088
JOHNSON COUNTY
I-35W AT FM 917

LIMITS FROM BETHESDA ROAD
TO: SOUTH OF FM 917
NET LENGTH OF ROADWAY • 2520 FT • 0.48 MI
NET LENGTH OF BRIDGE • 335 FT • 0.06 MI
NET LENGTH OF PROJECT • 2855 FT • 0.54 MI

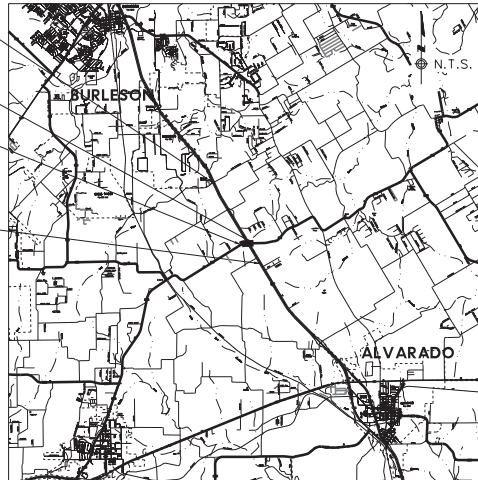
FOR WORK CONSISTING OF GRADING, PAVEMENT, BRIDGE STRUCTURES, DRAINAGE, SIGNING & PAVEMENT MARKINGS AND SIGNAL

BEGIN PROJECT
BEGIN CSJ: 0014-03-088
& I-35W STA 279+95.83

END CONSTRUCTION
BEGIN CSJ: 0014-03-088
& FM 917 STA 137+55.00

BEGIN CONSTRUCTION
BEGIN CSJ: 0014-03-088
& FM 917 STA 109+00.00

END PROJECT
BEGIN CSJ: 0014-03-088
& I-35W STA 412+33.39



EXCEPTIONS:
EQUATIONS:
R.R. CROSSINGS:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION,
NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS
FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS
FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY, 2012)

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STATE	PROJECT NO.	SHEET NO.
TEXAS	0014-03-088	1
STATE	SECTION	COUNTY
TEXAS	FTW	JOHNSON
CITY	STREET	ROUTE NO.
0014	03	088 I-35W

DESIGN SPEED
I-35W MAINLANES • 65 MPH
I-35W FRONTAGE ROADS • 40 MPH
RAMPS • 40 MPH
FM 917 • 40 MPH
AREA OF DISTURBED SOIL • TBD

ACCESSIBILITY STANDARDS • PROWAG

REGISTERED ACCESSIBILITY SPECIALIST INSPECTION REQUIRED
TDLR NO.

- THE ABOVE IS REQUIRED IF ANY ONE OF THE FOLLOWING CONDITIONS ARE MET:
1. PEDESTRIAN ELEMENTS GREATER THAN \$50,000
 2. HIKE AND BIKE TRAIL PROJECTS
 3. BUILDING PROJECTS

FINAL PLANS

LETTING DATE: _____
DATE CONTRACTOR BEGAN WORK: _____
DATE WORK WAS ACCEPTED: _____
FINAL CONTRACT COST: \$ _____
CONTRACTOR: _____

FINAL PLANS STATEMENT:

THE CONSTRUCTION WORK WAS PERFORMED
IN ACCORDANCE WITH THE PLANS.

AREA ENGINEER _____ P.E. DATE _____

TEXAS DEPARTMENT OF TRANSPORTATION

ATTACHMENT NO. TO SPECIAL AGREEMENT FOR CONSTRUCTION, MAINTENANCE,
AND OPERATION OF HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY,
DATED JUNE 24, 2014. THE CITY-STATE CONSTRUCTION, MAINTENANCE AND
OPERATION RESPONSIBILITIES SHALL BE AS HERETOFORE AGREED TO,
ACCEPTED AND SPECIFIED IN THE AGREEMENT TO WHICH THESE PLANS ARE
MADE A PART.

CONCURRENCE _____
CITY OF BURLESON

RECOMMENDED FOR
LETTING _____

DESIGN SUPPORT DIRECTOR

RECOMMENDED FOR
LETTING _____

DIRECTOR OF TRANSPORTATION
PLANNING & DEVELOPMENT

APPROVED FOR
LETTING _____

DISTRICT ENGINEER

ATTACHMENT C
PROJECT BUDGET ESTIMATE

County	Johnson
District	Fort Worth District
ROW CSJ #	0014-03-097
CCSJ #	0014-03-088

Federal Project #	
CFDA Title: <u>Highway Planning and Construction</u>	
FHWA CFDA # 20.205	
Federal Highway Administration	
Not Research and Development	

**Standard Agreement to Contribute
State Performs Work
Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$487,000.00		\$0.00	10.0%	\$48,700.00	10.0%
Reimbursable Utility Adjustments	\$582,000.00		\$0.00	10.0%	\$58,200.00	10.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$1,069,000.00		\$0.00		\$106,900.00	

Fixed Amount

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Choose an item.

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: May 15, 2023

SUBJECT:

Consider approval of a minute order appointing newly-elected City Council members to council appointed positions on boards and committees. (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

Council members are qualified to hold their places on various Council Committees and boards because of their status as members of council. The May General election resulted in new members elected to serve as Council Place 2, Council Place 4, and Council Place 6. There is a need for the city council to formally appoint the newly-elected members to fill the vacancies on the committees and boards.

The following appointments are necessary:

Council Place 2 – Phil Anderson appointed to:

- 4A Economic Development Corporation
- 4B Community Service Corporation
- Appointments & Council Policies Council committee
- Finance & Internal Services committee
- Infrastructure & Development committee

Council Place 4 – Larry Scott appointed to:

- 4A Economic Development Corporation
- Community & Intergovernmental Relations committee
- Infrastructure & Development committee
- Public Safety committee

Council Place 6 – Adam Russell appointed to:

- 4A Economic Development Corporation
- Community Services committee

- Governance & Stewardship committee
- Public Safety committee

The City Secretary's Office is currently working on proposing a new structure of council committees that better reflects the adopted Council Strategic plan and will bring forward the item to city council at the first meeting in July as a report requesting direction.

OPTIONS:

Approve the minute order

STAFF CONTACT:

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

City Council Regular Meeting

DEPARTMENT: Police
FROM: Billy J. Cordell, Chief of Police
MEETING: May 15, 2023

SUBJECT:

Consider approval of a minute order for the purchase and replacement of uniforms, duty gear, tactical clothing and gear, and body armor, with M-Pak through a cooperative purchase agreement with General Service Administration in an amount not to exceed \$75,000.00. *(Staff Presenter: Tim Mabry, Lieutenant)*

SUMMARY:

The Burleson Police Department utilizes M-Pak for police uniform and equipment services. These services include, but are not limited to, body armor (new and replacement), patrol uniforms, SWAT equipment, duty gear, and footwear. During FY22-23, the Burleson Police Department has hired eight new officers and replaced eleven ballistic vests. Further, each sworn member of the department is issued an annual clothing allowance to purchase replacement uniforms, footwear, and equipment. As of May 2, 2023, the department has all but exhausted all current purchase orders, and is encroaching on, and anticipating to exceed, the \$50,000 threshold, but not to exceed \$75,000.00 for the remainder of FY22-23.

The goods procured through this vendor on participants on the General Service Administration (GSA) Contract - GSA: GS-02F-0163N and GS-07F-064DA.

OPTIONS:

- 1) Approve the request
- 2) Deny the request

RECOMMENDATION:

Approve as presented.

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

N/A

FISCAL IMPACT:

Account Numbers: 1012001-50304 and 1012001-61025

Up to \$75,000.00

STAFF CONTACT:

Tim Mabry
Lieutenant
tmabry@burlesontx.com
817-426-9883



Burleson Police Department

M-Pak- May 15, 2023

Lieutenant Tim Mabry

Uniform and Equipment Services

The Burleson Police Department utilizes M-Pak for police uniform and equipment services. These services include, but are not limited to, body armor (new and replacement), patrol uniforms, SWAT equipment, duty gear, and footwear.

During FY22-23, the Burleson Police Department has hired eight new officers and replaced eleven ballistic vests. Further, each sworn member of the department is issued an annual clothing allowance to purchase replacement uniforms, footwear, and equipment.

As of May 2, 2023, the department has all but exhausted all current issued purchased orders and is encroaching on, and anticipating to exceed, the \$50,000 threshold, but not to exceed \$75,000.00 for the remainder of FY22-23.

Options and Recommendation

Options

- Approve the Minute Order
- Deny the Minute Order

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

Questions / Comments

M-Pak, Inc.

11255 Camp Bowie West Blvd
Aledo, TX 76008

Phone: 817-696-0004

Quote

Date	Quote #
5/9/2023	2023-62-2

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

P.O. No.	Rep	Project
	CA	

Phone #	817-696-0004
---------	--------------

U/M	Item	Description	Cost	Qty	Total
EA	92R78Z 86 SMALL	Power Stretch Command 100% Poly Men's Short S/S w/Zipper-LAPD Navy-S	57.95	1	57.95
EA	42W78Z 86 16.5 34/35	Extended pricing with larger sizes Power Stretch Command 100% Poly Men's LS Shirt w/Zipper (16.5 34/35)	61.95	1	61.95
EA	35W78Z 86 16.5 34/35	Extended pricing with larger sizes Command 100% Polyester Men's Long Sleeve Shirt w/Zipper	56.95	1	56.95
EA	85VS78 86 MEDIUM	Extended pricing with larger sizes 100% POLYESTER MEN'S SHIRTS - SHORT SLEEVE, LAPD NAVY-MEDIUM	44.95	1	44.95
EA	35VS78 86 MEDIUM R...	100% POLYESTER MEN'S SHIRTS - LONG SLEEVE	48.95	1	48.95
PR	ALT-999900026	Add Set of Patches	4.00	1	4.00
EA	37100 86 34 REG	Per shirt Command 100% Poly Men's Pants w/Freedom Flex Waistband Plus T21 Zipper Internal Cargo Pocket w/Garage, LAPD Navy-34 REG	63.95	1	63.95
EA	TR070 86 34 REG	Extended pricing with larger sizes TR070 Command 100% Poly Men's Pants w/Freedom Flex Waistband, LAPD Navy- (34/R)	58.95	1	58.95
PR	ALT-999900035	Extended pricing with larger sizes Hemming of Pants	7.50	1	7.50
EA	70RX1-Navy-Large	Per pant Eclipse SX w/ Soft Shell Liner Jacket, Navy-Large	307.94	1	307.94
EA	71500 86 MEDIUM	HI-VIS YELLOW PRO SERIES SAFETY VEST W/3M™ & PLAIN WRAP BAND	54.95	1	54.95
EA	586MFL-M-REG	40" Reversible Rain Coat-M/R	74.77	1	74.77
EA	NE1020-Deep Navy-S/M	New Era Stretch Mesh Cap, Deep Navy, S/M	11.58	1	11.58
EA	J2-Silver (In House)	J2 Silver Metal Name Tag 3 x 5/8	13.50	1	13.50
EA	12391-019-12.5R	MENS 8" A.T.A.C 2.0 Size 12.5	120.00	1	120.00
EA	MG-55-010	The Original® Covert Gloves (Large, All Black)	31.99	1	31.99
			Total		

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5/9/2023	2023-62-2

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

P.O. No.	Rep	Project
	CA	

Phone #	817-696-0004
---------	--------------

U/M	Item	Description	Cost	Qty	Total
EA	52633	ASP 52633 Rotating Sidebreak Basketweave Baton Holder, 26"	68.00	1	68.00
EA	52611	ASP Friction-Loc 26" Black Chromo, Foam Grip Baton	177.00	1	177.00
EA	PR-4710	700CN Chain Handcuff Nickel	29.99	1	29.99
EA	C-A-T Tourniquet Gen 7...	C-A-T Tourniquet Gen 7, Black, North American Rescue	29.99	1	29.99
PR	P2515- Silver	P.D. 1/2" Silver Collar Brass	5.99	1	5.99
EA	7906-22091	Bianchi 7906 AccuMold Elite 1" 4 Pack, Hidden Snap Basketweave, Belt Keepers, fits 2 1/4" belts	14.99	1	14.99
EA	75454 Stinger DS LED ...	Streamlight Stinger DS LED HL, 120 AC/12V DC 2 Holders	161.69	1	161.69
EA	1260-RCONE	Red Cone for 1060 / 1160 / 1170 / 1180 / 1260 Series LED Lights	5.00	1	5.00
EA	7980-23704	Bianchi #7980 Duty Belt Basket Weave, Black, Medium 34-40	51.99	1	51.99
EA	7205-17707	Bianchi 7205-17707 Liner Belt 1.5", Size Medium (34" to 40")	26.99	1	26.99
EA	HL6ABDBV0M	1 - Hi-Lite Carrier w/ AXBIIIA Ballistics.	1,054.54	1	1,054.54
EA	GDCM00BV0J	Guardian Gen-3, Uniform Pocket, MOLLE	225.75	1	225.75
EA	PLT011ECRN	Male Speed Plate, 5x7 Multi-Curve Full Size	95.95	1	95.95
EA	PCHHC0AC0J	Velcro flap 2 Stacked Handcuff Pouch Tuck Strap	15.79	1	15.79
EA	E10-3021B-BSK	RIGID TQ Case For CAT Gen 7, Black Basketweave, Belt Mount	35.90	1	35.90
EA	BH-38CL63BK	Blackhawk BH-38CL63BK Serpa STRIKE Platform Ambidextrous, Black	17.99	1	17.99
EA	EMB-999900085	Name Tape 1- Line	10.50	1	10.50
EA	ALT-999900025	Add One Provided Patch (Shoulder or Chest)	2.00	1	2.00
EA	HT-999900044	POLICE in Silver Reflective Heat Transfer Lettering, 10 13/16 X 3 13/16	19.95	1	19.95
EA	HT-999900045	POLICE Silver Reflective Vest Size	11.25	1	11.25
EA	EMB-999900044	Direct Embroidery 2-Lines Ex. NAME/RANK	10.50	1	10.50
EA	6360-832-481	6360 GLOCK 17/22 X300U STX BSK BLK RH	189.99	1	189.99
EA	UWPT-001-018	Wolfmark UWPT-001-018 Tie, Clip On Black 18"	4.99	1	4.99
EA	09NM2A2	Bayly Military/Police/Fire Hat, Midnight Navy, Black Mesh, 2" Black Visor, Silver P Buttons, Silver Snake	89.14	1	89.14
		Size Needed:			
			Total	\$3,375.75	

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:
2023-1018520

Date Filed:
05/09/2023

Date Acknowledged:

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

M-pak, Inc
Aledo, TX United States

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

Burleson Police Department

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

Burleson PD Purchase Order
Uniforms, Body Armor, Duty Gear Dealer

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

5 Check only if there is NO Interested Party.



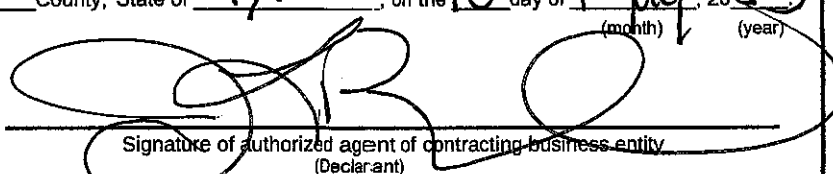
6 UNSWORN DECLARATION

My name is Jodie Riley, and my date of birth is 3/14/83

My address is 11255 Camp Bowie West Aledo TX 76008 USA
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TX, on the 10 day of May, 2023
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Finance

FROM: Martin Avila, Finance Director

MEETING: May 15, 2023

SUBJECT:

Hold a public hearing and consider approval of an ordinance amending the Reinvestment Zone Number Two, City of Burleson, Texas, Project and Financing Plan by adopting as new district projects the Pedestrian Improvements Project for sidewalk and mobility improvements along Renfro St and Johnson Ave and the Parking Improvements Project for additional public parking. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

STAFF CONTACT:

Name: Alex Philips

Title: Economic Development Director

aphilips@burlesontx.com

Name: Martin Avila

Title: Finance Director

mavila@burlesontx.com

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Martin Avila, Finance Director
MEETING: May 15, 2023

SUBJECT:

Consider approval of an ordinance amending the City's budget for fiscal year 2022-20233 by increasing the appropriations in the TIF2 Fund in the amount of \$874,393 for the Renfro and Johnson Ave Pedestrian Improvements, purchase of a real estate tract for a future parking lot, and the FY23 debt service payment for the 2022 CO bonds, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. *(First and Final Reading) (Staff Presenter: Martin Avila, Director of Finance)*

SUMMARY:

The item before the City Council is to consider approval of an ordinance amending the City's budget for fiscal year 2022-20233 by increasing the appropriations in the TIF2 Fund in the amount of \$874,393 for the Renfro and Johnson Ave Pedestrian Improvements, purchase of a real estate tract for a future parking lot, and the FY23 debt service payment for the 2022 CO bonds, and finding that this ordinance may be considered and approved at only one meeting because time is of essence.

OPTIONS:

Approve or deny ordinance the amended budget ordinance

RECOMMENDATION:

Staff recommends approval of amended budget ordinance

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

FISCAL IMPACT:

Budgeted amendment ordinance – TIF 2 Fund

(Note- funds for Renfro and Johnson Ave Pedestrian Improvement and purchase of bank lot will be transferred to Non Bond Capital Project fund. Debt service payment will be transferred to Debt Service Fund)

STAFF CONTACT:

Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

DEPARTMENT MEMO

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: May 15, 2023

SUBJECT:

Consider approval of a resolution authorizing a contract for the acquisition of approximately .264 acres of real property in Burleson, Johnson County, Texas and authorizing the expenditure of funds. *(Staff Presenter: Alex Philips, Economic Development Director)*

SUMMARY:

The item before council is the consideration of a resolution authorizing a contract for the acquisition of approximately .264 acres of real property in Burleson, Johnson County, Texas and authorizing the expenditure of funds.

OPTIONS:

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

RECOMMENDATION:

Approve the resolution authorizing the contract for the acquisition of real property and authorizing the City Manager to close on the property.

FISCAL IMPACT:

STAFF CONTACT:

Name: Alex Philips

Title: Economic Development Director

aphilips@burlesontx.com

City Council Regular Meeting

DEPARTMENT: Public Works

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

MEETING: May 15, 2023

SUBJECT:

Consider approval of a construction contract with Texas Materials Group, Inc., dba Texas Bit for the Neighborhood Street Rebuilds FY22 project in the amount of \$1,775,979.91. *(Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)*

SUMMARY:

This contract is for the re-construction of S. Dobson St. (E. Renfro St. to Town Creek & 401 S. Dobson to Hidden Creek Pkwy.), N. Commerce St. (I-35 Service Rd. to SH 174 Service Rd.) and W. Bufford St. (S. Warren St. to S. Main St.). The project scope includes subgrade stabilization, reconstruction of existing asphalt pavement and striping.

The 2022 G.O. Bond Program includes \$3,175,833.00 between FY22-FY26 for a Neighborhood Street Rebuild program to reconstruct significantly distressed and deteriorated local streets.

G.O. Bond Program streets included in this project are:

- W. Bufford St. (S. Wilson St. to S. Main St.)
- N. Commerce St. (I-35 Service Rd. to SH 174 Service Rd.)
- S. Dobson (E. Renfro St. to E. Ellison St.)

Staff constantly reviews funding sources available to deliver projects. When possible, multiple sources are combined to stretch available funding, create economies of scale with larger contracts, and address additional needs in close proximity. Therefore, in addition, this project includes the following segments:

- S. Dobson (E. Ellison St. to Town Creek) includes funds from water/sewer bonds due to sanitary sewer replacement and non-bond capital for fog seal and striping
- S. Dobson (401 S. Dobson to Hidden Creek Pkwy) includes funds from prior street bonds
- W. Bufford St. (S. Warren St. to S. Wilson St.) includes funds from prior street bonds and non-bond capital for fog seal and striping

Bid Summary:

The project was advertised for construction bids beginning March 28, 2023. Two bids were publicly opened on April 25, 2023 as summarized below. Texas Materials Group, Inc., dba Texas Bit provided the lowest responsible bid of \$1,614,527.19. The project was bid with cement and lime options for the subgrade stabilization. Staff recommends that the project be constructed with cement stabilization to expedite construction timeline and it provides a better value for the City. Staff requests approval of an additional 10% for contingency funding, for a total approved contract amount of \$1,775,979.91. This provides staff the ability to more quickly react to unexpected conditions arising during construction and reduce the potential for extending the inconvenience of residents, property owners, and the traveling public due to construction activity.

Vendor	Cement Stabilization	Lime Stabilization
Peachtree Construction, Ltd.	\$1,981,301.10	\$2,052,032.60
Texas Materials Group, Inc., dba Texas Bit	\$1,614,527.19	\$1,673,661.84

The construction bids are based on a 180 calendar day contract period. Staff anticipates issuing a Notice to Proceed to begin contract time in late May.

OPTIONS:

- 1) Approve a construction contract with Texas Materials Group, Inc., dba Texas Bit for the Neighborhood Street Rebuilds FY22 project in the amount of \$1,775,979.91.
- 2) Deny a construction contract with Texas Materials Group, Inc., dba Texas Bit for the Neighborhood Street Rebuilds FY22 project in the amount of \$1,775,979.91.

RECOMMENDATION:

Approve the construction contract with Texas Materials Group, Inc., dba Texas Bit for the Neighborhood Street Rebuilds FY22 project in the amount of \$1,775,979.91.

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

N/A

FISCAL IMPACT:

Project #:	ST2250
Fund Name:	STREET GO BOND FUND
Full Account #s:	4213101-70020
Amount:	\$539,777.56
Fund Name:	STREET BOND FUND
Full Account #s:	4203101-70020
Amount:	\$884,346.23
Fund Name:	W&S NON-BOND FUND
Full Account #s:	5153101-70020
Amount:	\$332,162.12
Fund Name:	NON-BOND CAPITAL
Full Account #s:	4013101-70020
Amount:	\$19,694.00

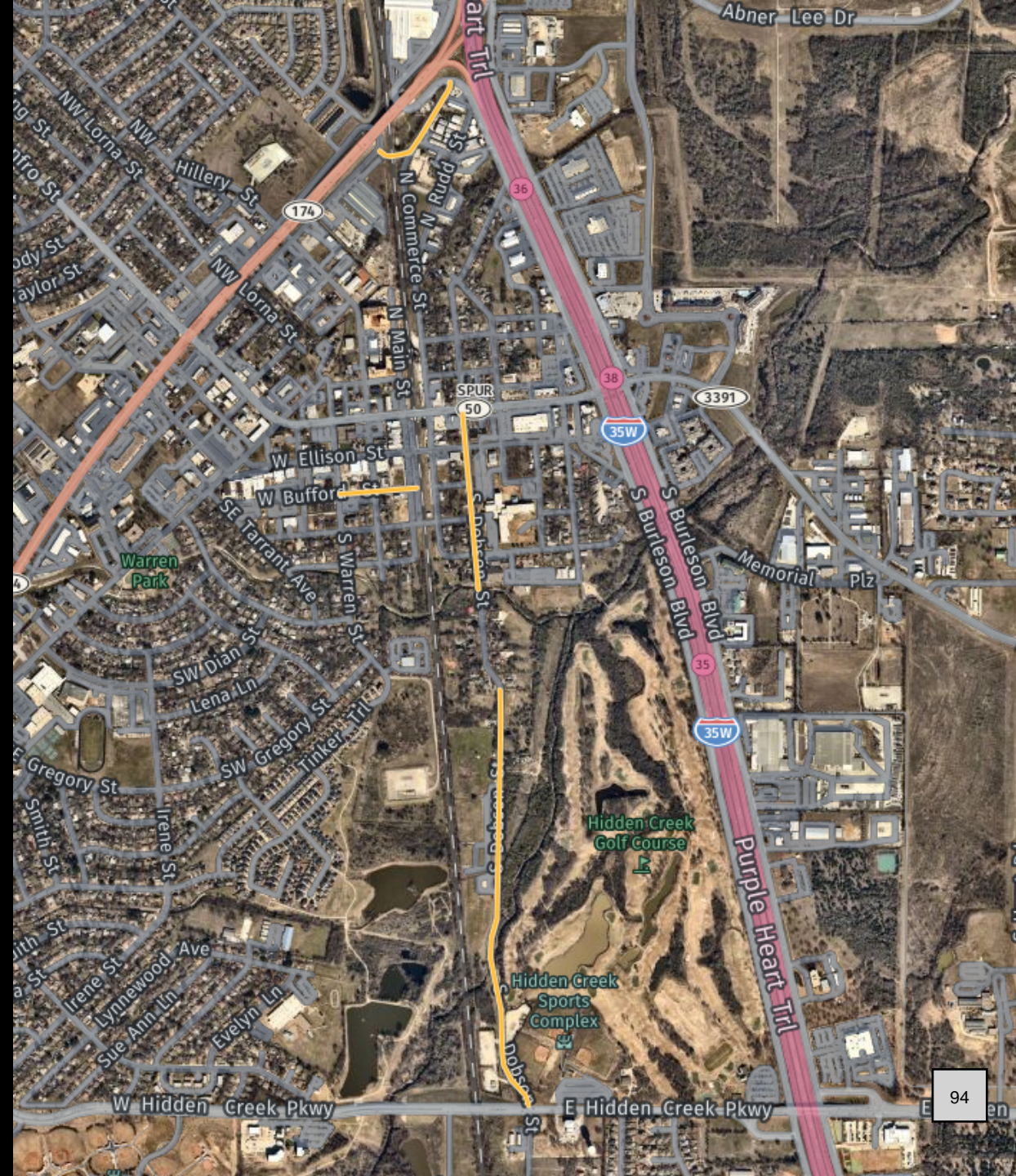
STAFF CONTACT:

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

BUFFORD ST. / COMMERCE ST. / DOBSON ST.

NEIGHBORHOOD STREET RECONSTRUCTION

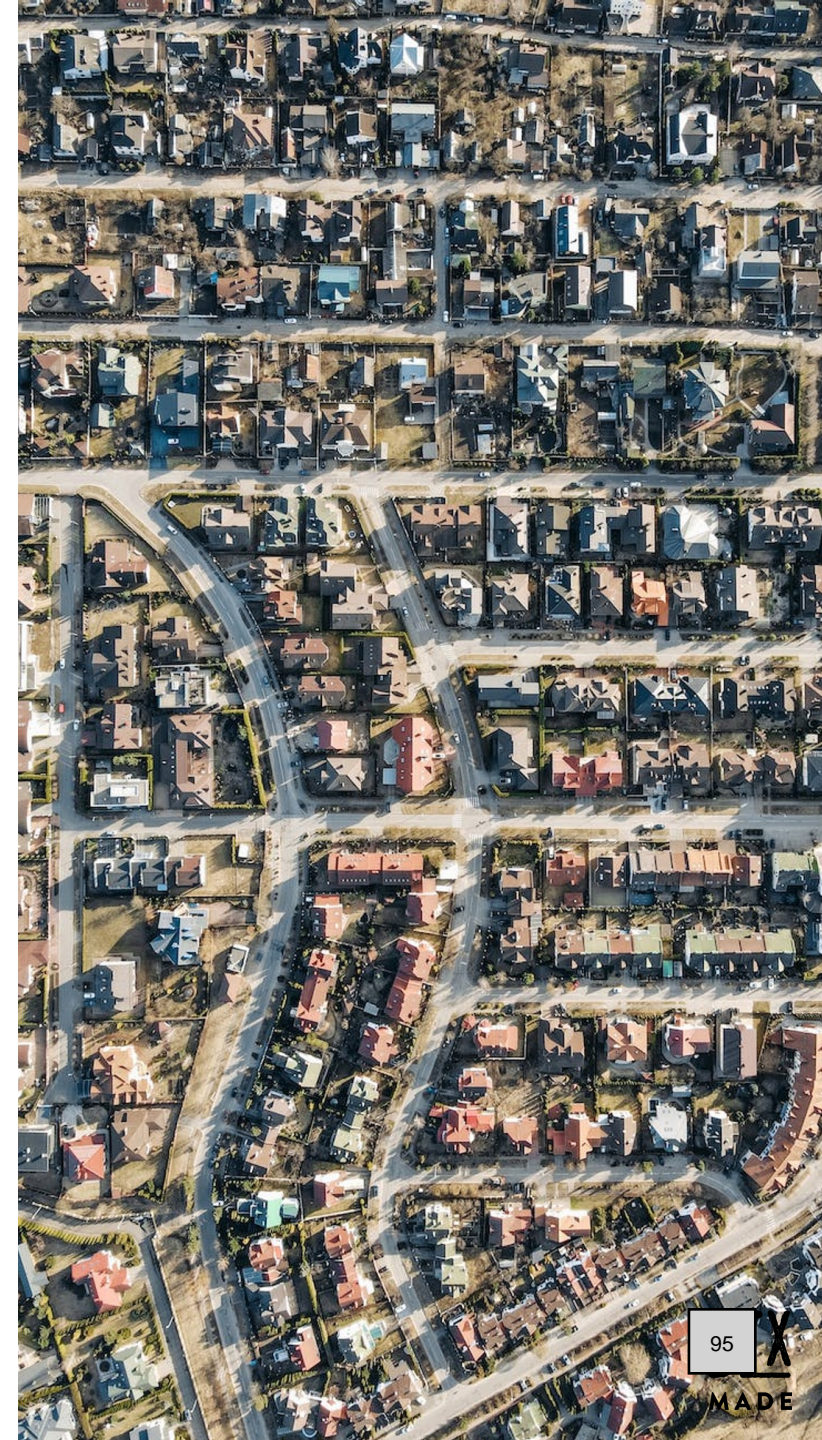
Construction Contract
May 15, 2023



NEIGHBORHOOD STREET REBUILD PROGRAM

- **ESTABLISHED IN THE 2022 G.O. BOND PROGRAM TO ADDRESS SIGNIFICANTLY DISTRESSED LOCAL STREETS**
- **\$3,175,833 FOR FY22-FY26**
 - FY22 - \$100,000
 - FY23 - \$825,833
 - FY24 - \$750,000
 - FY25 - \$750,000
 - FY26 - \$750,000
- **\$100,000 OF FUNDING IN EACH OF YEARS FY23, FY24, & FY25 IS INTENDED TO DESIGN SEGMENTS PLANNED TO BE CONSTRUCTED THE FOLLOWING YEAR**

Staff constantly reviews funding sources available to deliver projects. When possible, multiple sources are combined to stretch available funding, create economies of scale with larger contracts, and address additional needs in close proximity.



CURRENT PROJECT ELEMENTS

ASPHALT PAVING

SUBGRADE STABILIZATION AND
RECONSTRUCTION

FOG SEALING

ASSOCIATED PAVEMENT MARKINGS



ASPHALT STREETS

Most older neighborhood streets in Burleson are asphalt and comprised of multiple layers of material depending on design standards at the time the street was constructed.

SURFACE COURSE

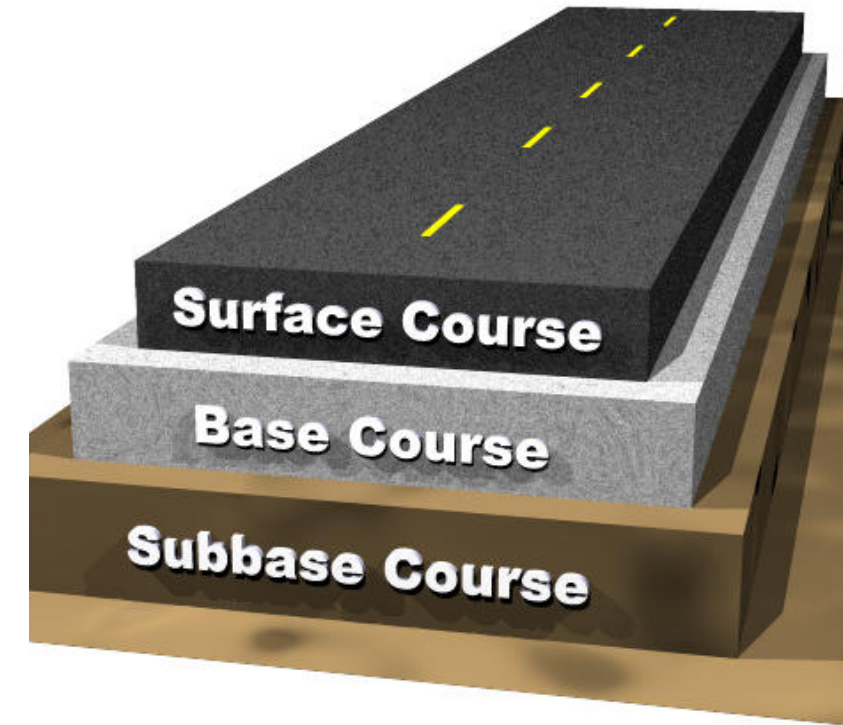
- Provides skid resistance, friction, smoothness, noise control, rut resistance and drainage
- Prevents infiltration of surface water into the underlying base, subbase and subgrade

BASE COURSE

- Provides additional load distribution
- Contributes to drainage
- Sits atop native soil ("subgrade") when a subbase layer is not provided

SUBBASE COURSE (OPTIONAL DEPENDING ON DESIGN)

- Provides structural support
- Sits atop native soil ("subgrade")
- Constructed with crushed aggregate or engineered fill material



Depending on their characteristics, native soils can be enhanced by cement or lime stabilization or adding geosynthetic materials

SUBGRADE STABILIZATION

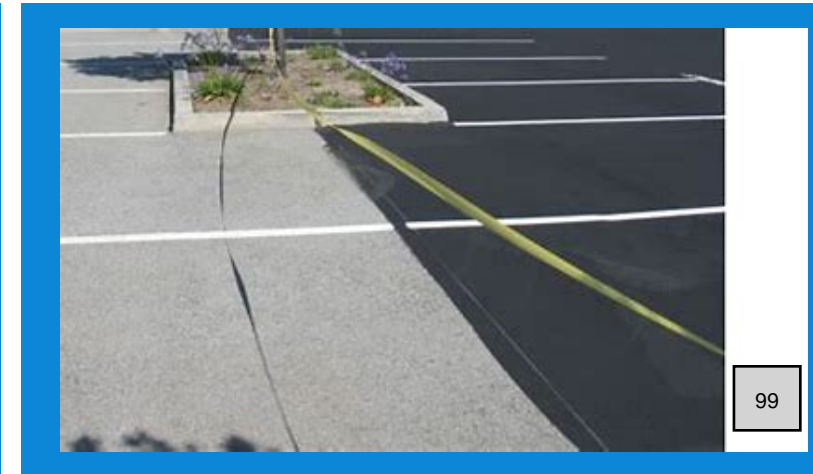
- ★ **LIME STABILIZATION** INTRODUCES POZZOLANS TO STRENGTHEN AND STABILIZE CLAY SOILS
- ★ **CEMENT STABILIZATION** ADDS CEMENT AND WATER GIVING THE SOIL MORE STRENGTH ONCE CURED
- ★ **GEOSYNTHETICS** PROVIDE ADDITIONAL STRENGTH



FOG SEALING

A fog seal is a low-cost, light application of an asphalt emulsion to the surface of an aged pavement used to restore flexibility and postpone the need for resurfacing.

- ★ **EFFECTIVE TREATMENT FOR EXTENDING USEFUL LIFE OF PARKING LOTS, PARKING SPACES, AND LOW VOLUME ROADS**
- ★ **APPROXIMATELY FOUR - SIX HOUR CURE TIME AFTER APPLICATION**



W. BUFFORD ST

S. Warren to S. Main

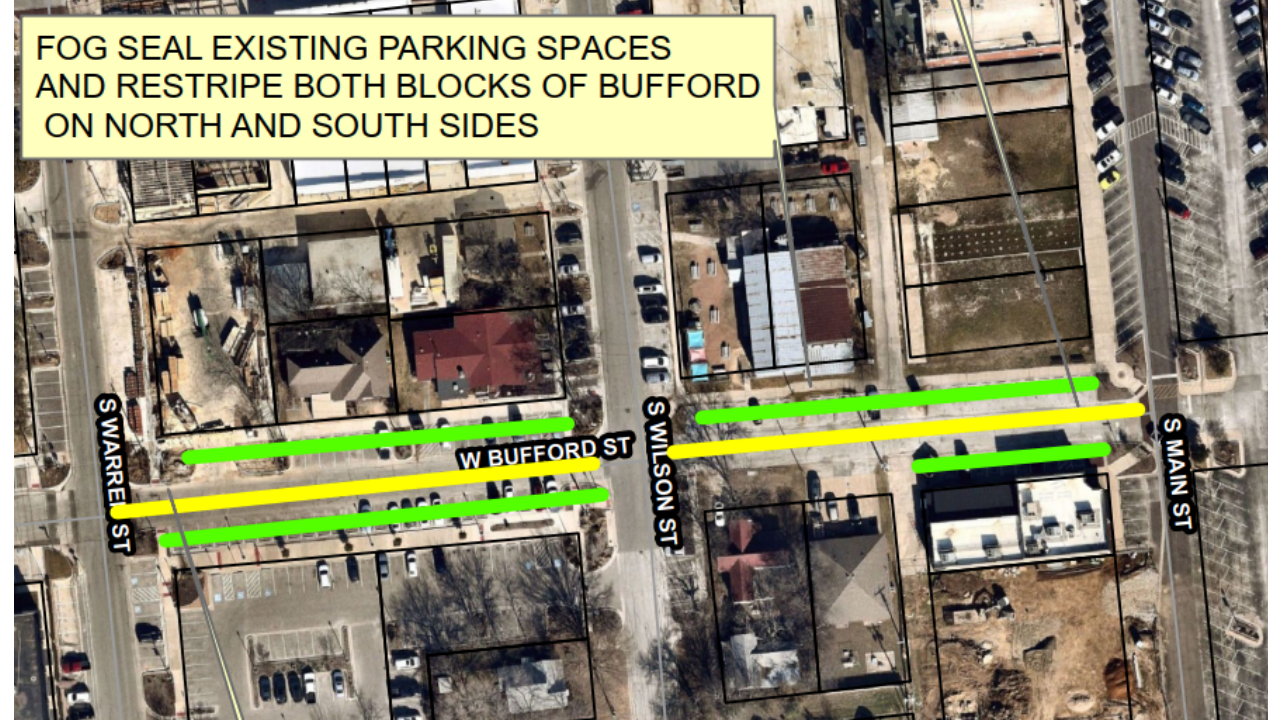
(S. Wilson to S. Main is G.O. Bond-funded)

- **RECONSTRUCT TRAVEL LANES (YELLOW LINES)**
- **FOG SEAL AND RE-STRIPE ON-STREET PARKING (GREEN LINES)**

Parking areas are in good structural condition - fog seal extends pavement life and enhances appearance

\$67,397.65: G.O. Bonds, Street Bonds, and Non-bond Capital (fog seal and striping)

FOG SEAL EXISTING PARKING SPACES AND RESTRIPE BOTH BLOCKS OF BUFFORD ON NORTH AND SOUTH SIDES

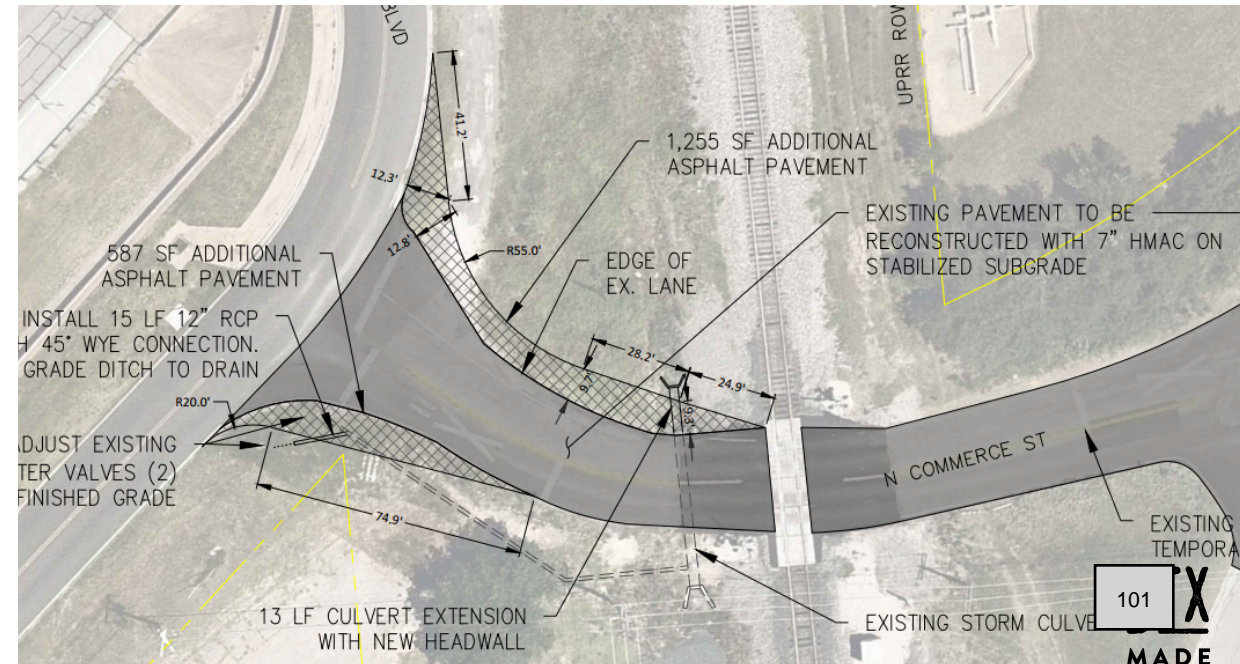


N. COMMERCE ST

I-35 Service Rd. to SH 174 Service Rd.
(G.O. Bond-funded)

- **RECONSTRUCT TRAVEL LANES**
- **WIDEN APPROACHES TO RAILROAD CROSSING TO BETTER ACCOMMODATE LARGE TRUCKS/TRAILERS**

\$291,081.18: G.O. Bonds, Street Bonds



DOBSON ST: TOWN CREEK TO E. RENFRO

(E. Ellison St. to E. Renfro St. is G.O. Bond-funded)

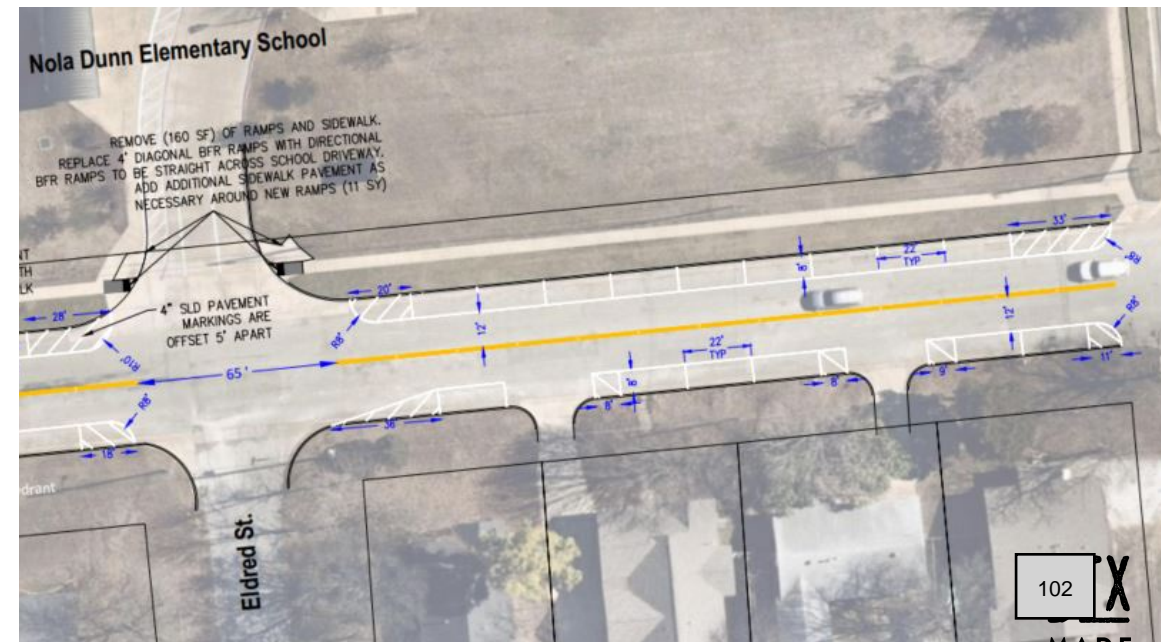
- **RECONSTRUCT S. BUFFORD TO TOWN CREEK**

- On-street parking between Miller and E. Ellison will be striped
- This segment will be completed prior to start of school

- **FOG-SEAL S. BUFFORD TO E. RENFRO**

- This section is anticipated to be fully reconstructed with the East Ellison Mobility Project starting design in FY24
- Fog seal as interim measure to provide similar appearance to reconstructed segment to the south until full reconstruction in 2025/2026

\$393,410.53: G.O. Bonds, Street Bonds, Non-bond Capital (fog seal and striping), and Water / Sewer Capital (for portion that included water/sewer replacement)




DOBSON ST: HIDDEN CREEK PKWY TO 401 S. DOBSON

\$862,637.83: G.O. Bonds and Street Bonds

- RECONSTRUCT PAVEMENT AND SUBGRADE
- REPLACE CENTERLINE & PAVEMENT EDGE REFLECTORS (BUTTONS)



BY THE NUMBERS



SEALED BID

ADVERTISED FOR BIDS MARCH 28, 2023
TWO BIDS RECEIVED APRIL 25, 2023

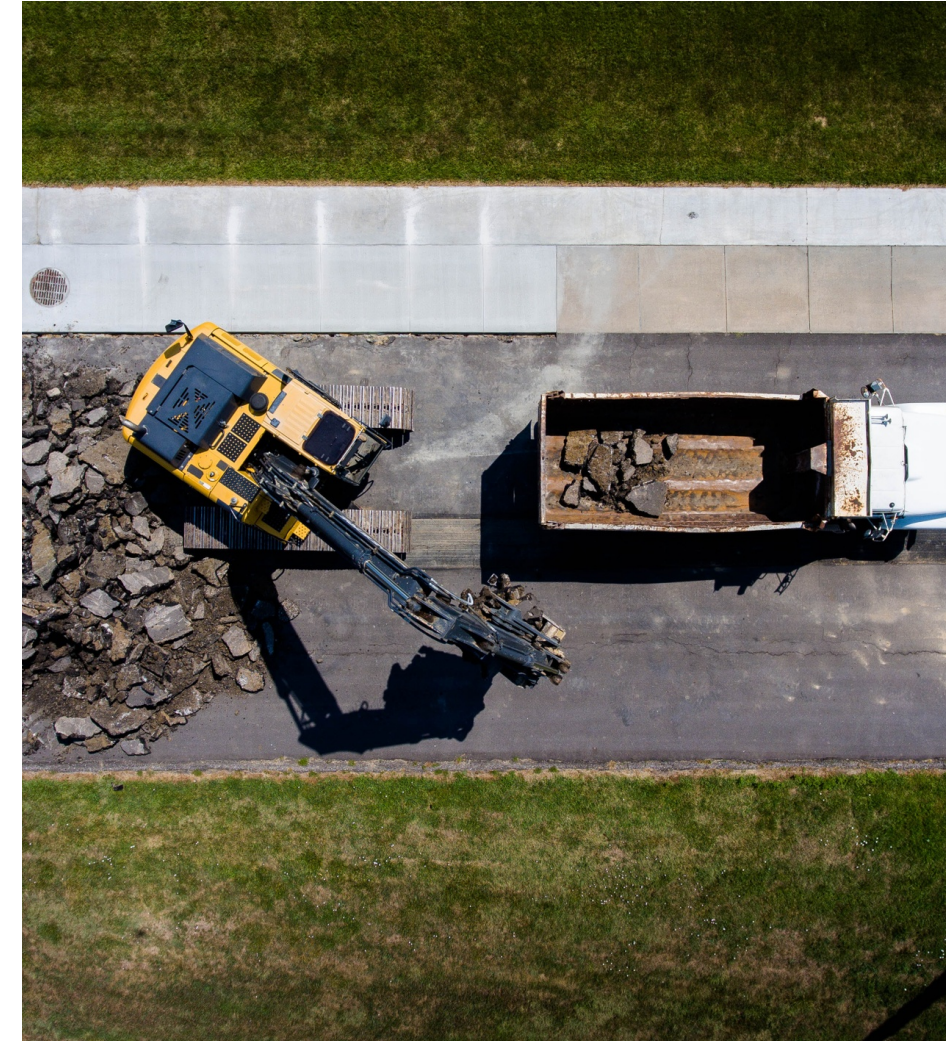


**CONTRACT TIME
(FROM NOTICE TO PROCEED):
180 CALENDAR DAYS**

**TEXAS MATERIALS GROUP,
INC. DBA TEXAS BIT**
LOW BID: \$1,614,527.19
10% CONTINGENCY: \$161,452.72
TOTAL CONTRACT AMOUNT: \$1,775,979.91

CONTRACT FUNDING SUMMARY

- **\$539,778 OF \$725,833* IN 2022 G.O. BOND FY23 ALLOCATION FOR CONSTRUCTION OF FY22 NEIGHBORHOOD STREET REBUILD PROGRAM**
- **\$884,346 OF PREVIOUS STREET & DRAINAGE BOND FUNDS**
- **\$332,162 OF WATER AND SEWER CAPITAL BOND FUNDS (FOR PORTIONS OF DOBSON RECONSTRUCTED AS A RESULT OF UTILITY REPLACEMENT)**
- **\$19,694 OF NON-BOND CAPITAL FUNDS (FOR FOG SEALING AND CORRESPONDING PAVEMENT MARKING)**



*** Remainder of the FY23 construction allocation planned to remain in the Neighborhood Street Rebuild program and roll forward to next year's contract**

TIMELINE

MAY 15, 2023

Construction Contract
Approval

EARLY JUNE 2023

Notice to Proceed
Beginning with N. Dobson
near Nola Dunn

JANUARY 2024

Completion

COMPLETE

OPTIONS

RECOMMENDED



APPROVE

Approve a construction contract with Texas Materials Group, Inc. dba Texas Bit for the construction of Neighborhood Street Rebuilds FY22 project in the amount of \$1,775,979.91.



DENY

Deny a construction contract with Texas Materials Group, Inc. dba Texas Bit for the construction of a Neighborhood Street Rebuilds FY22 project in the amount of \$1,775,979.91.





Public Works

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF
NEIGHBORHOOD STREET REBUILDS FY22 PROJECT**

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

APRIL 2023





A CRH COMPANY

420 Decker Drive, Suite 200
Irving, TX 75062
Phone: (214) 741-3531

January 05, 2023

RE: 2018 Rule Changes to Form 1295

Beginning January 1, 2018 changes took effect concerning Form 1295. According to these changes a publicly traded business entity, including a wholly owned subsidiary of the business entity is exempt from the Form 1295 filing requirement.

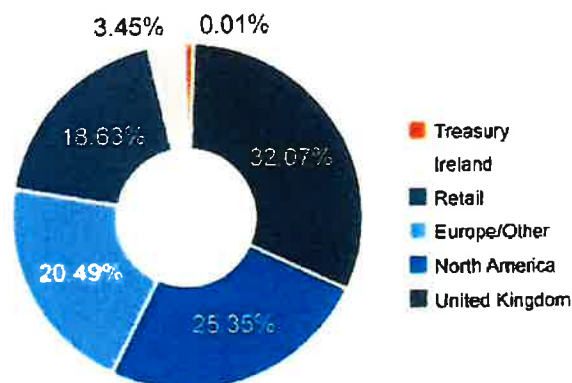
TexasBit is a part of Texas Materials Group, Inc., a member of the CRH family of companies that are wholly owned by CRH plc headquartered in Ireland.

CRH (LSE: CRH, ISE: CRG, NYSE: CRH) is a leading global diversified building materials group, employing 87,000 people at 3,800 operating locations in 31 countries worldwide.

A Fortune 500 company, CRH is a constituent member of the FTSE 100 index, the EURO STOXX 50 index and the ISEQ 20. CRH's American Depositary Shares are listed on the NYSE.

Best regards,

Chris Michael
Vice President & General Manager
TexasBit, a CRH company



Ownership of Ordinary Shares

Geographic Location	Number of Shares Held '000s	% of Total
United Kingdom	269,347	
North America	212,792	25.35%
Europe/Other	171,803	20.49%
Retail	156,267	18.63%
Ireland	28,888	3.45%
Treasury	54	0.01%
	1,348,952	100%

This represents a best estimate of the number of shares controlled by fund managers as set out in the geographic regions indicated. Private shareholders are classified as retail above.



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
PH. (610) 832-8240

BID BOND

Bond Number: 042023

KNOW ALL MEN BY THESE PRESENTS, that we Texas Materials Group, Inc.

as Principal, (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a mutual company duly organized under the laws of the Commonwealth of Massachusetts as Surety, (the "Surety"), are held and firmly bound unto

City of Burleson

as Oblige, (the "Oblige"), in the penal sum of Five Percent of the Total Amount Bid

Dollars (\$5% T.A.B.),

for the payment of which sum well and truly to be made, the 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 Neighborhood FY22 Street Rebuild
Project No ST 2250

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Oblige 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. In no event shall the liability hereunder exceed the penal sum hereof.

DATED as of this 20th day of April, 2023.

WITNESS/ATTEST:

Francisco Ruyando

Texas Materials Group, Inc.

(Seal)

Principal

By:

Ron Stinson Jr.
Name: Ron Stinson Jr./Estimating Manager

Title:

LIBERTY MUTUAL INSURANCE COMPANY

(Seal)

Surety

By:

Patricia L. McCall
Patricia L. McCall, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205171-990182

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Patricia L. McCall

all of the city of Irving state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Texas Materials Group, Inc., and the execution of such bid bonds, in pursuance

of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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 N/A
12	General Notes/Plans/Standard Details

ADVERTISEMENT FOR BIDS
City of Burleson
Burleson, Texas
Neighborhood Street Rebuilds FY22 Project

General Notice

The City of Burleson (Owner) is requesting Bids for the construction of the following Project:

Neighborhood Street Rebuilds FY22 Project

City of Burleson Project No. ST2250

Bids for the construction of the Project will be received at the City of Burleson Purchasing Department located at 141 W. Renfro Street Burleson, Texas 76028, until April 20, 2023 at 10:30 a.m. local time. At that time the Bids received will be publicly opened and read. Questions concerning the project will be accepted until April 14, 2023.

The Project includes the following Work:

19,947 SY of Asphalt Pavement Reconstruction

Bids are requested for the following Contract: **Neighborhood Street Rebuilds FY22 Project**

Owner anticipates that the Project's total bid price will be approximately \$1,762,763.00. The Project has an expected duration of **180** days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Burleson, Texas**

By: **Justin Scharnhorst**

Title: **Purchasing Manager**

Date: **March 28, 2023**

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 BIDS SHALL BE SUBMITTED ELECTRONICALLY USING THE PROVIDED SPREAD SHEET. ALL BACKUP DOCUMENTATION, INCLUDING BID BOND, SHALL ALSO BE SUBMITTED ELECTRONICALLY. PHYSICAL HARD COPIES SHALL BE SUBMITTED POST BID.
- 1.3 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. Substitute Proposals must be Included in the same envelope as the remainder of the bid documents. The original proposal shall be clearly marked that a Substitute Proposal is obtained in the bid package submitted.
 - c. The Bid price of each item on the form shall be stated in words and numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit indicated multiplied by the state quantity shall govern.
- 1.4 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.
- 1.5 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.

- 1.6 All names shall be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).
- 1.8 The address and telephone number for communications regarding the bid shall be shown.
- 1.9 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.

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 Public Works Department 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 and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. 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 4 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:**

Pursuant to Texas law, the City of Burleson has adopted a trench safety policy, which is addressed in Section 13 of the Specifications. Each bidder should be familiar with Section 13 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.

22.2 It shall be the Bidder's responsibility to ensure that they are aware of all addendum(s) issued by the owner.

22.3 Upon receipt of the addendum(s), the Bidder shall acknowledge the receipt of the addendum(s) in the appropriate spaces provided in the proposal.

SECTION 3

PREVAILING WAGE RATES FOR MUNICIPAL CONSTRUCTION IN BURLESON, TEXAS

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

"General Decision Number: TX20220025 02/25/2022

Superseded General Decision Number: TX20210025

State: Texas

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

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

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

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	**
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	**
Structures.....	\$ 13.84	**
LABORER		
Asphalt Raker.....	\$ 12.69	**
Flagger.....	\$ 10.06	**
Laborer, Common.....	\$ 10.72	**
Laborer, Utility.....	\$ 12.32	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade		
Servicer.....	\$ 11.68	**
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	
Asphalt Paving Machine.....	\$ 13.99	**
Broom or Sweeper.....	\$ 11.74	**
Concrete Pavement		
Finishing Machine.....	\$ 16.05	
Concrete Saw.....	\$ 14.48	**
Crane Operator, Lattice		
Boom 80 Tons or Less.....	\$ 17.27	
Crane Operator, Lattice		
Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons		
or Less.....	\$ 18.12	
Crawler Tractor.....	\$ 14.07	**
Excavator, 50,000 pounds		
or less.....	\$ 17.19	
Excavator, over 50,000		
pounds.....	\$ 16.99	
Foundation Drill , Truck		
Mounted.....	\$ 21.07	
Foundation Drill, Crawler		
Mounted.....	\$ 17.99	
Front End Loader 3 CY or		
Less.....	\$ 13.69	**
Front End Loader, over 3 CY.	\$ 14.72	**
Loader/Backhoe.....	\$ 15.18	
Mechanic.....	\$ 17.68	
Milling Machine.....	\$ 14.32	**
Motor Grader, Fine Grade....	\$ 17.19	
Motor Grader, Rough.....	\$ 16.02	
Pavement Marking Machine....	\$ 13.63	**
Reclaimer/Pulverizer.....	\$ 11.01	**
Roller, Asphalt.....	\$ 13.08	**
Roller, Other.....	\$ 11.51	**
Scraper.....	\$ 12.96	**
Small Slipform Machine.....	\$ 15.96	

Spreader Box.....\$ 14.73 **
 Servicer.....\$ 14.58 **
 Steel Worker (Reinforcing).....\$ 16.18
 TRUCK DRIVER
 Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25 **
 Single Axle.....\$ 12.31 **
 Single or Tandem Axle Dump
 Truck.....\$ 12.62 **
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.86 **
 Transit-Mix.....\$ 14.14 **
 WELDER.....\$ 14.84 **

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

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 Ronald D. Stinson, Jr., who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

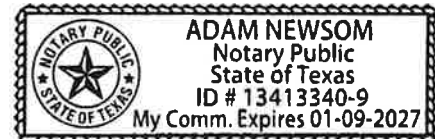
"My name is Ronald D. Stinson, Jr.. I am of sound mind and capable of making this affidavit. "I am a Estimating Manager for the _____ which company entered into a contract on the _____ day of _____, 20____, to construct the Neighborhood Street Rebuilds FY22, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.


AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of May 20 23.


Notary Public In and For the State of Texas

Adam Newsom
Notary's Printed Name



My Commission Expires: 1/9/2027

SECTION NO. 4

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

The State Legislature of the State of Texas at its 1985 Legislative Session passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in _____ (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

Texas is our principal place of business.

BIDDER

Texas Materials Group, dba Texas Bit
Company

420 Decker Dr, Suite 200
Address

Irving, Texas 75062
City State Zip

By Ronald D. Stinson, Jr.
(Please Print)


Signature

Estimating Manager
Title (Please Print)

SECTION 5
AFFIDAVIT AGAINST PROHIBITED ACTS

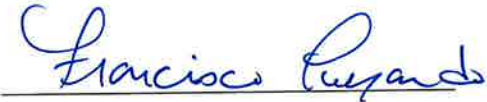
I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.



Signature

4-25-2023

Date



ATTEST (if corporation)

4/25/2023

Date

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

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

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

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

36.09 OFFERING GIFT TO PUBLIC SERVANT

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

36.10 NON-APPLICABLE

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

SECTION 5A CONFLICT OF INTEREST

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

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

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

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

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

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

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

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.

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

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

Texas Materials Group, dba Texas Bit

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(1)(A). Also describe any family relationship with the local government officer. Complete subsections A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

04/25/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government 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); or

(3) has a family relationship with a local government officer of that local governmental entity.

(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 vendor:

(A) begins discussions 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 vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SECTION 5B HOUSE BILL 89 VERIFICATION FORM

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the Contract Pursuant to Section 2270.001,

TEXAS GOVERNMENT CODE:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official), do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract; and
3. is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Texas Materials Group, dba Texas Bit

Company Name


Signature of Authorized Official

Ronald D. Stinson, Jr.

Title of Authorized Official

04/25/2023

Date

SECTION NO. 6

PROPOSAL

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

For: Neighborhood Street Rebuilds FY22 Project
Project No. ST2250

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 Neighborhood Street Rebuilds FY22 Project, City of Burleson Project Nos. ST2250, 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.

**NEIGHBORHOOD STREET REBUILD FY22
PROJECT
PROPOSAL SCHEDULE
UNIT 1
GENERAL ITEMS
CEMENT ALTERNATIVE**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
101	1 LS	Mobilization, bonds, insurance @ <i>Fifty Eight Thousand Seven Hundred Dollars and No Cents</i> per LS	\$ 58,700.00	\$ 58,700.00
102	200 SF	Concrete repair (curb and gutter and driveways) as directed by engineer@ <i>Seven Dollars and Eighty Cents</i> per SF	\$ 7.80	\$ 1,560.00
103	1 LS	Design and implement traffic control plan @ <i>Nineteen Thousand One Hundred Twenty Dollars and No Cents</i> per LS	\$ 19,120.00	\$ 19,120.00
104	1 LS	Design and implement SWPPP @ <i>One Thousand Six Hundred Sixty Five Dollars and No Cents</i> per LS	\$ 1,665.00	\$ 1,665.00
105	200 TON	Rock for trench stabilization/bad weather access @ <i>Thirty Three Dollars and Twenty Five Cents</i> per TON	\$ 33.25	\$ 6,650.00
106	1 LS	Design and implement trench safety plan @ <i>Eight Hundred Thirty One Dollars and No Cents</i> per LS	\$ 831.00	\$ 831.00
107	200 TON	HMAC cold mix for pavement repair as directed by the engineer@ <i>Two Hundred Twenty Seven Dollars and Twenty Five Cents</i> per TON	\$ 227.25	\$ 45,450.00



**NEIGHBORHOOD STREET REBUILD FY22
PROJECT
PROPOSAL SCHEDULE
UNIT 1
GENERAL ITEMS
CEMENT ALTERNATIVE**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
108	1000 SY	Hydromulch @ <i>Five Dollars and Eighty Cents</i> per SY	\$ 5.80	\$ 5,800.00
109	1 LS	Irrigation Repair (as approved by engineer)@ <i>Eight Thousand Three Hundred Fifteen Dollars and No Cents</i> per LS	\$ 8,315.00	\$ 8,315.00
110	1 LS	Contingency (as approved by engineer)@ <i>Twenty Five Thousand Dollars and No Cents</i> per LS	\$ 25,000.00	\$ 25,000.00

TOTAL AMOUNT BID UNIT 1

\$ 173,091.00



**NEIGHBORHOOD STREET REBUILD FY22 PROJECT
PROPOSAL SCHEDULE
UNIT 2
DOBSON ST
(RENFRO TO HIDDEN CREEK PARKWAY
CEMENT ALTERNATIVE**

Item No	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
201	16610 SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness) @ <i>Thirteen Dollars and Thirty Five Cents</i> per SY	\$ 13.35	\$ 221,743.50
202	249 TON	Cement at 30 lbs per square yard @ <i>Three Hundred Thirty Three Dollars and Seventy Five Cents</i> per TON	\$ 333.75	\$ 83,103.75
203	15776 SY	2" HMAC Type "D" pavement @ <i>Fourteen Dollars and Eighty Nine Cents</i> per SY	\$ 14.89	\$ 234,904.64
204	15776 SY	5" HMAC Type "B" pavement @ <i>Thirty Three Dollars and Fifty Four Cents</i> per SY	\$ 33.54	\$ 529,127.04
205	2524 SY	Fog Seal Existing Pavement @ <i>Two Dollars and Twenty Cents</i> per SY	\$ 2.20	\$ 5,552.80
206	2684 LF	Refl Pav Mrk TY I {W}4"{DOT}{100MIL}@ <i>One Dollar and Twenty Five Cents</i> per LF	\$ 1.25	\$ 3,355.00
207	2684 LF	Refl Pav MrkTY II {W}4"{DOT}{SLD}@ <i>No Dollars and Thirty Cents</i> per LF	\$ 0.30	\$ 805.20



**NEIGHBORHOOD STREET REBUILD FY22 PROJECT
PROPOSAL SCHEDULE
UNIT 2
DOBSON ST
(RENFRO TO HIDDEN CREEK PARKWAY
CEMENT ALTERNATIVE**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
208	2900 LF	Refl Pav Mrk TY I (W)4"(DOT){100MIL}@ <i>One Dollar and Twenty Five Cents</i> per LF	\$ 1.25	\$ 3,625.00
209	2900 LF	Refl Pav Mrk TY I (W)4"(DOT)(SLD)@ <i>No Dollars and Thirty Cents</i> per LF	\$ 0.30	\$ 870.00
210	115 LF	Refl Pav Mrk TY I (W)12"(DOT){100MIL}@ <i>Eight Dollars and Five Cents</i> per LF	\$ 8.05	\$ 925.75
211	115 LF	Refl Pav Mrk TY I (W)12"(DOT)(SLD)@ <i>No Dollars and Eighty Five Cents</i> per LF	\$ 0.85	\$ 97.75
212	245 LF	Refl Pav Mrk TY I (W)24"(DOT){100MIL}@ <i>Fifteen Dollars and Eighty Cents</i> per LF	\$ 15.80	\$ 3,871.00
213	245 LF	Refl Pav Mrk TY I (W)24"(DOT)(SLD)@ <i>One Dollar and Sixty Five Cents</i> per LF	\$ 1.65	\$ 404.25



**NEIGHBORHOOD STREET REBUILD FY22 PROJECT
PROPOSAL SCHEDULE
UNIT 2
DOBSON ST
(RENFRO TO HIDDEN CREEK PARKWAY
CEMENT ALTERNATIVE**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
214	74 EA	Raised Double Yellow Pavement Markings @ <i>Four Dollars and Eighty Cents</i> per EA	\$ 4.80	\$ 355.20
215	5384 LF	Pav Surf Prep for Mrk (4") @ <i>No Dollars and Thirty Cents</i> per LF	\$ 0.30	\$ 1,615.20
216	115 LF	Pav Surf Prep for Mrk (12") @ <i>No Dollars and Eighty Five Cents</i> per LF	\$ 0.85	\$ 97.75
217	245 LF	Pav Surf Prep for Mrk (24") @ <i>One Dollar and Sixty Five Cents</i> per LF	\$ 1.65	\$ 404.25
218	4885 LF	Standard Double Solid Line (Yellow) (Raised) @ <i>Three Dollars and Twenty Five Cents</i> per LF	\$ 3.25	\$ 15,876.25
219	9770 LF	Single Standard Solid Line (White) (Raised) @ <i>One Dollar and Fifty Cents</i> per LF	\$ 1.50	\$ 14,655.00

TOTAL AMOUNT BID UNIT 2

\$ 1,121,389.33



**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 3
COMMERCE STREET
(UPRR TO I-35 SERVICE ROAD)
CEMENT ALTERNATIVE**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
301	2662 SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness) @ <i>Thirteen Dollars and Forty Five Cents</i> per SY	\$ 13.45	\$ 35,803.90
302	40 TONS	Cement at 30 lbs per square yard @ <i>Three Hundred Thirty Three Dollars and Seventy Five</i> per TONS	\$ 333.75	\$ 13,350.00
303	2867 SY	2" HMAC Type "D" pavement@ <i>Fifteen Dollars and Twenty Six Cents</i> per SY	\$ 15.26	\$ 43,750.42
304	2867 SY	5" HMAC Type "B" pavement @ <i>Thirty Three Dollars and Eighty Two Cents</i> per SY	\$ 33.82	\$ 96,961.94
305	233 SY	6" Flex Base (Type A) including Excavation and Haul Off @ <i>Thirty Seven Dollars and Sixty Cents</i> per SY	\$ 37.60	\$ 8,760.80
306	15 LF	12" RCP Extension @ <i>Three Hundred Ninety Nine Dollars and Five Cents</i> per LF	\$ 399.05	\$ 5,985.75



**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 3
COMMERCE STREET
(UPRR TO I-35 SERVICE ROAD)
CEMENT ALTERNATIVE**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
307	13 LF	3' x 3' Box Culvert Extension and Headwall @ <i>Three Thousand Nine Hundred Ninety Dollars and No Cents</i> per LF	\$ 3,990.00	\$ 51,870.00
308	1 LS	Removal and Replacement of Existing "Tuff Curb" Centerline Delineator @ <i>Three Thousand Three Hundred Ninety Two Dollars and No Cents</i> per LS	\$ 3,392.00	\$ 3,392.00

TOTAL AMOUNT BID UNIT 3

\$ 259,874.81



**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 3
W. BUFFORD ST.
(S. WARREN ST. TO S. MAIN ST.)
CEMENT ALTERNATIVE**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
401	675 SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness) @ <i>Thirteen Dollars and Fifty Five Cents</i> per SY	\$ 13.55	\$ 9,146.25
402	10 TONS	Cement at 30 lbs per square yard @ <i>Three Hundred Thirty Three Dollars and Seventy Five Cents</i> per TONS	\$ 333.75	\$ 3,337.50
403	675 SY	2" HMAC Type "D" pavement@ <i>Eighteen Dollars and Twenty One Cents</i> per SY	\$ 18.21	\$ 12,291.75
404	675 SY	5" HMAC Type "B" pavement @ <i>Thirty Eight Dollars and Seventy Nine Cents</i> per SY	\$ 38.79	\$ 26,183.25
405	2524 SY	Fog Seal Existing Pavement @ <i>Two Dollars and Twenty Cents</i> per SY	\$ 2.20	\$ 5,552.80
406	2900 LF	Refl Pav Mrk TY I (W)4" (DOT) (100MIL) @ <i>No Dollars and Fifteen Cents</i> per LF	\$ 0.15	\$ 435.00



**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 3
W. BUFFORD ST.
(S. WARREN ST. TO S. MAIN ST.)
CEMENT ALTERNATIVE**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
407	2900 LF	Refl Pav Mrk TY 1 {W}4"{DOT}{SLD}@ <i>No Dollars and Thirty Cents</i> per LF	\$ 0.30	\$ 870.00
408	3 EA	ADA Parking Space Symbol @ <i>Four Hundred Seventy One Dollars and Ten Cents</i> per EA	\$ 471.10	\$ 1,413.30
409	2 EA	Van Accesible Parking Space Sign @	\$ 471.10	\$ 942.20
		<i>Four Hundred Seventy One Dollars and Ten Cents</i> per EA		

TOTAL AMOUNT BID UNIT 4

\$ 60,172.05



BID SUMMARY

CEMENT ALTERNATE

TOTAL AMOUNT BID UNIT 1: General Items	\$ <u>\$173,091.00</u>
TOTAL AMOUNT BID UNIT 2: Dobson St. (Renfro to Hidden Creek Parkway)	\$ <u>\$1,121,389.33</u>
TOTAL AMOUNT BID UNIT 3: Commerce St. (UPRR to I-35 Service Road)	\$ <u>\$259,874.81</u>
TOTAL AMOUNT BID UNIT 4: W. Bufford St. (S. Warren St. to S. Main St.)	\$ <u>\$60,172.05</u>
TOTAL AMOUNT BID (CEMENT ALTERNATIVE): Units 1 - 4	\$ <u>\$1,614,527.19</u>



Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 180 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond or Cashier's Check for _____ (\$_____5%) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

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

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

Addendum No. 1 

Addendum No. 2 _____

Addendum No. 3 _____

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

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

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may overlap at Contractor's discretion).
TOTAL DAYS: 180

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

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

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

Respectfully Submitted,

BIDDER

Texas Materials Group, dba Texas Bit

Company

By Ronald D. Stinson, Jr.

(Please Print)

Estimating Manager

Title

420 Decker Dr, Suite 200

Address

Irving,

Texas

75062

City

State

Zip

(Seal if corporation)

Submitted by



An Individual
☒ A Corporation
A Partnership

Doing Business as

Texas Materials Group, dba Texas Bit

(Complete A or B below, as applicable)

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

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

A copy of statute is attached.

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

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 936,425⁷²
ALL OTHER CHARGES: \$ 678,101⁹²
*TOTAL: \$ 1,614,527¹⁹

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 NO. 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. ST2250

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 Texas Materials Group, dba Texas Bit 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:

Neighborhood Street Rebuilds FY22 Project

City of Burleson Project No. ST2250

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

The Contractor hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him or her and to

complete same within 180 calendar days after the date of written notice to commence work.

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

By Francisco Luyando
Signature
Francisco Luyando
Typed/Printed Name
Contract Administrator
Title
420 Decker Dr, Suite 200
Address
Irving, exas 75062
City State Zip

CONTRACTOR

Texas Materials Group, dba Texas Bit
Company Name
58-1401466
Tax Identification Number:
By Ronald D. Stinson, Jr.
Signature
Ronald D. Stinson, Jr.
Printed or Typed Name
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Bryan Langley
City Manager

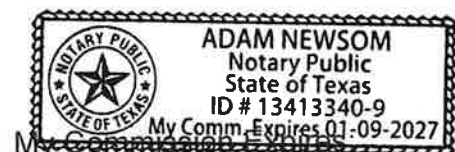
THE STATE OF TEXAS §

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 Ronald D. Stinson, Jr., ☐ 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 Texas Materials Group, dba Texas Bit, a corporation of Dallas County, Texas, and as Estimating Manager 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 3 day of May, 20 23.



Adam Newsom
Notary Public In and For The State of Texas
Adam Newsom
Notary's Printed Name

1/9/2027

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

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

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

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION NO. 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT Texas Materials Group, Inc.of the City of Irving, County of DallasState of Texas hereinafter referred to as "PRINCIPAL," andLiberty Mutual Insurance Company

, a corporate surety/sureties organized under the laws of the State of Massachusetts 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 Million Six Hundred Fourteen Thousand Five Hundred Twenty Seven and 19/100 DOLLARS (\$ 1,614,527.19), 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:

Neighborhood Street Rebuilds FY22 Project**City of Burleson Project No. ST2250**

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

NOW THEREFORE,

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

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

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

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

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

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

WITNESS

PRINCIPAL

By Francisco Luyando
Signature

Francisco Luyando
Typed/Printed Name

Contract Manager
Title

420 Decker Drive, STE 200
Address

Irving TX 75062
City State Zip

Texas Materials Group, Inc.
Company

By Ronald D Stinson, Jr
Signature

Ronald D Stinson, Jr
Typed/Printed Name
**Estimating Manager/
VP Project Development**

Title

420 Decker Drive, STE 200
Address

Irving TX 75062
City State Zip

WITNESS

By J. Richmond
Signature
Jessica Richmond
Typed/Printed Name
Witness
Title
2929 Allen Parkway, STE 2500
Address
Houston TX 77019
City State Zip

SURETY

Liberty Mutual Insurance Company
Company
By S. Gross
Signature
Stephanie Gross
Typed/Printed Name
Attorney-in-Fact
Title
2929 Allen Parkway, STE 2500
Address
Houston TX 77019
City State Zip

SECTION NO. 9

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT Texas Materials Group, Inc.of the City of Irving, County of DallasState of Texas hereinafter referred to as "PRINCIPAL," and

Liberty Mutual Insurance Company, a corporate surety/sureties organized under the laws of the State of Massachusetts 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 Million Six Hundred Fourteen Thousand Five Hundred Twenty Seven and 19/100 DOLLARS (\$ 1,614,527.19), 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:

Neighborhood Street Rebuilds FY22 Project**City of Burleson Project No. ST2250**

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 Francisco Luyando
Signature
Francisco Luyando
Typed/Printed Name
Contract Manager
Title
420 Decker Drive, STE 200
Address

PRINCIPAL

Texas Materials Group, Inc.
Company
By [Signature]
Signature
Ronald D Stinson, Jr
Typed/Printed Name
Estimating Manager/
VP Project Development
Title
420 Decker Drive, STE 200
Address

Irving TX 75062
City State Zip

WITNESS

By Richmond
Signature

Jessica Richmond
Typed/Printed Name

Witness
Title

2929 Allen Parkway, STE 2500
Address

Houston TX 77019
City State Zip

Irving TX 75062
City State Zip

SURETY

Liberty Mutual Insurance Company
Company

By S. Gross
Signature

Stephanie Gross
Typed/Printed Name

Attorney-in-Fact
Title

2929 Allen Parkway, STE 2500
Address

Houston TX 77019
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 Stephanie Gross

ADDRESS 2821 Earl Drive, Trophy Club, TX 77019

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

SECTION NO. 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT Texas Materials Group, Inc.of the City of Irving, County of DallasState of Texas hereinafter referred to as "PRINCIPAL," and

Liberty Mutual Insurance Company, a
 corporate surety/sureties organized under the laws of the State of
Massachusetts 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 Million Six Hundred Fourteen Thousand Five Hundred Twenty Seven and 19/100 DOLLARS (\$ 1,614,527.19),
 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:

Neighborhood Street Rebuilds FY22 Project**City of Burleson Project No. ST2250**

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 Francisco Luyando
Signature
Francisco Luyando
Typed/Printed Name
Contract Manager
Title
420 Decker Drive, STE 200
Address

PRINCIPAL

Texas Materials Group, Inc.
Company
By R D Stinson, Jr
Signature
Ronald D Stinson, Jr
Typed/Printed Name
Estimating Manager/
VP Project Development
Title
420 Decker Drive, STE 200
Address

Irving TX 75062
City State Zip

Irving TX 75062
City State Zip

WITNESS

By J. Richmond
Signature

Jessica Richmond
Typed/Printed Name

Witness
Title

2929 Allen Parkway, STE 2500
Address

Houston TX 77019
City State Zip

SURETY

Liberty Mutual Insurance Company
Company

By S. Gross
Signature

Stephanie Gross
Typed/Printed Name

Attorney-in-Fact
Title

2929 Allen Parkway, STE 2500
Address

Houston TX 77019
City State Zip



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208665-022029

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Turman-Avina; Barbara Norton; Jennie Goonie; Jessica Richmond; Joyce Johnson; Laura E. Sudduth; Mario Arzamendi; Mary Ann Garcia; Philip N. Bair; Stephanie Gross; Tannis Mattson; Teuta Luri

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims

at 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims

al 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2023

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 Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No, Ext): 513-867-3822 E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23035 42404
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COVERAGES	CERTIFICATE NUMBER: 74154720	REVISION NUMBER:
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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"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-112 XCU Coverage Included	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-C81-004095-122 AS2-C81-054502-522 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TL2-681-054523-922 (General Liability)	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 Products/Completed Ops \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WA7-C8D-004095-022 All except OH, ND, WA, WY WC7-C81-004095-012 WI, MN	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: RE: Neighborhood Street Rebuilds FY22 Project; City of Burleson Project No. ST2250.
City of Burleson, Texas is listed as additional insured with regards to the general liability policy for ongoing and completed operations, automobile liability policy, on a primary and non-contributory basis, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER City of Burleson 141 West Renfro Street Burleson TX 76028	CANCELLATION 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 Valerie Reece
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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Neighborhood Street Rebuilds FY22 Project
Project Number: ST2250
Owner: City of Burleson, Texas
Contractor: _____
Engineer: _____

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

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

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

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 Neighborhood
Streets Rebuilds FY22 Project (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 Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and charged by said Contractor insofar as they pertain to the Work in question.

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

By _____
(Affiant)

(Printed Name)

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

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

(Printed Name of Notary)

My Commission expires: _____

SPECIAL PROVISIONS – PAVING & DRAINAGE

1 PURPOSE OF SPECIAL PROVISIONS:

- A. 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.
- B. 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.
- C. Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.
- D. 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.

2 SCOPE OF WORK:

- A. The work governed by these specifications is located in the city of Burleson, Texas and consists of Neighborhood Street Rebuilds FY22 Project , City of Burleson Project No. ST2250. The project includes the reconstruction of existing sub-grade stabilization and overlay with HMAC. 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.

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.

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

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
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Automobile Liability Insurance

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

(Following Form and Drop Down Provisions Included)	\$2,000,000 Each Occurrence
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- B. It is agreed by all parties to this contract that the insurance required under this contract shall:
1. Be written with the City of Burleson as an additional insured.
 2. Provide thirty days notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.
 3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
 4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Burleson, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
 5. Provide a Certificate of Insurance evidencing the required coverages to:

City of Burleson
Department of Engineering Services
141 W. Renfro
Burleson, TX 76028

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

1. Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and

regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

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

9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

4 INDEMNIFICATION:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Burleson and all its officials, officers, agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney's 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.

5 ADDENDUM:

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

6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 5 of this contract, will be the maximum number of **Calendar** days allowed to substantially complete this project. **Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed.** Failure of the Contractor to complete the work within this time will result in damages being sustained by the City of Burleson. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Burleson **TWO HUNDRED FORTY DOLLARS (\$240.00)** for each **Calendar** day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Burleson and Contractor that **TWO HUNDRED FORTY (\$240.00)** is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted

time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

The days as outlined in the Bid Summary for each section is given as a guide to the amount of time assumed to complete that particular portion of work. Liquidated damages will incur as a relation to completion of the entire Project within the allotted total number of Calendar days, which is 180 days.

7 COMPUTATION OF CONTRACT TIME FOR COMPLETION:

- A. 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).
- B. 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.
- C. 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.
- D. Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.
- E. 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:

1. 1st Month - Reduction = 30% X work performed (Month Only)
 2. 2nd Month - Reduction = 40% X work performed (Month Only)
 3. 3rd Month - Reduction = 50% X work performed (Month Only)
 4. Subsequent Month - Reduction = 50% work performed (Month Only)
- F. 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.
- G. The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.
- H. 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.

8 DELAYS:

- A. 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.

- B. 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.
- C. 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.

9 MONTHLY ESTIMATE:

- A. 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

10 RIGHT TO AUDIT:

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

11 PREVAILING WAGE RATES:

- A. The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 2 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 2. The City will require an affidavit stating that the Contractor

has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 2 of the contract documents in accordance with applicable State and Federal Laws.

- B. 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.
- C. 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.
- D. 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.

12 CONSTRUCTION WATER:

- A. 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.

13 DETOURS AND BARRICADES:

- A. 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.
- B. 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.
- C. 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.
- D. 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.

14 SALES TAX EXEMPTION:

- A. 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.

15 ACCESS TO PRIVATE PROPERTIES:

- A. 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.
- B. 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.

16 CRUSHED ROCK BAD WEATHER PROTECTION:

- A. 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.

17 USE OF PRIVATE PROPERTY:

- A. 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 owner's use without written permission of the property owner.*** Contractor is responsible for any and all damages to private property used for construction purposes.

18 PROTECTION OF THE PUBLIC:

- A. (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.
- B. 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.
- C. 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.

19 PROTECTION OF ADJACENT PROPERTY:

- A. 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.

20 TESTING:

- A. 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

- a. Trench backfill density- City pays initial testing, Contractor pays for retesting.
 - b. Pressure Testing of the Line - Contractor pays.
 - c. Manhole Vacuum Test – Contractor pays.
- 2. Water Lines
 - a. Trench Backfill Density – City pays initial testing, Contractor pays for retesting.
 - b. Pressure Testing of the Line- Contractor pays.
 - c. Line Sterilization – Contractor pays for sterilization. City takes water sample and pays for the initial testing, Contractor pays for retesting.
- 3. Storm Drain
 - a. Trench Backfill density – City pays initial testing, Contractor pays for retesting.
- 4. Paving
 - a. Lime or cement stabilized subgrade gradation and density – City pays initial testing, contractor pays for retesting.
 - b. Mix design/plant control – Contractor pays
 - c. Strength test/ cylinders – City pays initial testing, Contractor pays for retesting.
 - d. Thickness test/coring - City pays initial testing, Contractor pays for retesting and additional tests to isolate deficient areas.
- 5. Structures
 - a. Mix design/plant control – Contractor pays
 - b. Strength test/cylinders – City pays initial testing, Contractor pays for retesting.
- B. 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.
- C. 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.

21 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.

22 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES:

- A. 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.

23 EXISTING UTILITIES:

- A. 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.
- B. The Contractor shall contact the proper utility representative as follows for questions or coordination of construction related to existing utilities:
 - 1. Atmos Energy

- a. Bob Davidson
 - b. New Construction Manager
 - c. P: 817.215.4704
 - d. 100 W. Morningside Drive
 - e. Fort Worth, Texas 76110
- 2. TXU Electric Delivery
 - a. Terry Sears
 - b. PDMS Utility Designer Sr.
 - c. P: 817.569.7916
 - d. 7860 Winbrook
 - e. Benbrook, Texas 76126
- 3. SW Bell Telephone Company
 - a. Sean Kirby
 - b. Engineering Department
 - c. P:817.338.5810
 - d. 1116 Houston Street, Room 1410
 - e. Fort Worth, Texas
- 4. Charter Communications
 - a. Greg Piatt
 - b. Line Locator
 - c. P: 817.509.6272 x3363
 - d. 8912 S I-35W, Suite D
 - e. Fort Worth, Texas 76134
- 5. City of Burleson Public Works
 - a. Eric Oscarson
 - b. Director of Public Works
 - c. P: 817.426.9837
 - d. 1675 John Jones Drive
 - e. Burleson, Texas 76028

24 PROTECTION & CLEANING OF EXISTING SEWERS

- A. 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.

25 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES:

- A. 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.

26 RIGHT-OF-WAY PREPARATION: N/A

- A. Right-of-way preparation shall be in accordance with NCTCOG Specification Item 203.3, General Site Preparation. "Preparing Right-of-Way" shall be measured on a lump-sum basis unless indicated otherwise. The lump sum bid for this item shall not exceed 10 percent of the total amount bid for the entire project. A prorated portion of the lump sum bid shall be paid monthly until such work is completed. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. The Contractor should take special precautions to avoid damaging any trees outside the construction limits and any other trees which the engineer may designate to remain.

27 ROADWAY EXCAVATION:

- A. 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."
- B. 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.
- C. 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.

28 UNCLASSIFIED STRUCTURAL EXCAVATION: N/A

- A. The excavation for the construction of the inlets, box culverts, and junction boxes is not classified. Payment for the excavation shall be subsidiary to the unit price bid for each structure in the bid proposal.

29 SITE GRADING: N/A

- A. 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.
- B. 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.
- C. 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.

30 COMPACTED ROADWAY FILL & EMBANKMENT: N/A

- A. All compacted roadway fill and embankments constructed on this project shall be in accordance with the NCTCOG Specifications, Division 200, 203.7, "Embankment", except as amended herein or as shown on the plans.
- B. All fill material shall be compacted in lifts of loose depth not exceeding eight (8") inches and compacted to at least 95% of Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. Each lift shall be tested before a subsequent lift is allowed to be placed. It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits and to dispose of any excess material not needed for constructing embankments to the established grade, shape of the typical sections shown on the plans, and detailed sections or slopes. 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.
- C. No recycled soil will be allowed for use on this project without prior consent from the engineer.

- D. The placement and compaction of fill material in roadway and embankment areas on this project shall be measured and paid for separately from the "Roadway Excavation". However, no separate payment will be made for the disposal of excess materials as mentioned above. Measurement for compacted roadway fill and embankment shall be for in-place embankment after compaction to the density specified on the plans. Measurement shall be in cubic yards as determined on the basis of the natural ground cross-section and the finished lines and grades as shown in the plans and computed by the method of average end areas from the project cross-section.
- E. The price bid per cubic yard for "Compacted Roadway Fill and Embankment" shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the embankment, including cost of water, sprinkling, wetting, and rolling in accordance with the plans and specifications

31 BORROW: N/A

- A. There is insufficient material from the street excavation to complete all fills as shown on the construction plans, therefore it is the Contractor's responsibility to locate a suitable source of select borrow material for completing the fills on the project. Prior to using any offsite borrow material, the material must be approved by the City of Burleson. The following will be required prior to approval:
1. The Contractor must obtain a written, notarized certification from the landowner of each proposed borrow source stating that to the best of the landowner's knowledge and belief there has never been contamination of the borrow source site with hazardous or toxic materials.
 2. The Contractor shall provide adequate testing to determine that the borrow source material is not contaminated with hazardous or toxic materials. The geotechnical engineer performing the testing for the Contractor shall notify the City in writing of his/her approval of the material. No recycled soil will be allowed for use on this project without prior consent from the engineer.
 3. Based on geotechnical testing performed on existing soil from the project site, a lime/cement application rate has been determined for subgrade stabilization as set forth in these Special Provisions. The quantities included in the PROPOSAL are based on the determined application rate. Before using any offsite borrow material for subgrade purposes, the Contractor shall provide necessary testing to determine the lime/cement application rate for the proposed borrow material. The results of these tests shall be submitted to the City in writing by the geotechnical engineer performing the testing for the Contractor. If the lime/cement application rate required for the offsite borrow material is

greater than the rate specified in these Special Provisions, the Contractor shall be responsible for the cost of the additional lime/cement required or locate an alternative borrow source. If the application rate required for the borrow material is less than the rate specified in these Special Provisions, the Contractor will be paid for the actual quantity of lime/cement used on the project.

4. The Contractor shall provide testing (ASTM D 698) to determine the optimum density and moisture content for the borrow material if used as treated subgrade.
5. The borrow material shall be tested for the presence of soluble sulfates. Any soil with a content of soluble sulfate in excess of 2000 ppm will not be approved.
6. No organic material, trash, debris, trees, clippings or other deleterious material will be allowed in offsite borrow material.

32 FILLING: N/A

- A. 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.
- B. Equipment for compacting fills shall be sheepsfoot rollers, rubber-tired rollers, and other approved equipment capable of obtaining required density.
- C. 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.
- D. 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.
- E. 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.

F. 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.

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

33 DRAINAGE:

A. 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.

34 REMOVAL ITEMS: N/A

A. 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.

B. 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.

35 HYDRATED LIME AND PORTLAND CEMENT FOR SUBGRADE STABILIZATION:

A. 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.

36 LIME STABILIZATION OF SUBGRADE: N/A

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:

- a. Passing 1" Sieve 100%
 - b. Passing #4 Sieve 60%
6. 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.

37 PORTLAND CEMENT STABILIZATION OF SUBGRADE

- A. Prior to beginning any Cement modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with Texas Department of Transportation *Standard Specification for Construction of Highways, Streets and Bridges, 2004*, Item _____, or the most recent edition. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be six (6") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Portland cement will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Portland cement stabilization shall be applied by either the slurry or dry method. If the method used is "DRY", it shall be the Contractor's responsibility to maintain dust control during the application of Portland cement. If during application of Portland cement stabilization the Contractor has failed to maintain the dust to within limits specified by the inspector, the contractor will apply future Portland cement stabilization by "slurry method".

1. It shall be the responsibility of the CONTRACTOR to regulate the sequence of work, to process a sufficient quantity of material so as to provide full depth as shown on plans, to use the proper amount of Portland cement, maintain the work and to rework the courses as necessary to meet the foregoing requirements. Cement stabilized base shall not be mixed or placed when the air temperature is below 40°F (5°C) and falling, but may be mixed or placed with the air temperature is above 35°F (2°C) and rising, the temperature being taken in the shade and away from artificial heat, and with the further provisions that cement stabilized base shall be mixed or placed only when weather conditions, in the opinion of the OWNER, are suitable.
2. The cement-modified soil layer may be constructed with any machine or combination of machines and auxiliary equipment that shall produce the results meeting the requirements for soil pulverization, cement application, water application, mixing, and incorporation of materials, compaction, finishing and curing as specified herein. The CONTRACTOR shall at all times provide sufficient equipment to enable continuous performance of the work and its completion in the required number of working days.
3. Soft or yielding subgrade shall be corrected and made stable before construction proceeds. The soil and/or recycled asphalt pavement shall be so pulverized that at the completion of moist-mixing, it meets the gradation below.
 - a. Cement Treated Materials-In-Place
 - (1) Sieve Size 1-in. (25mm)
 - (i) Minimum Passing by Dry Weight = 100%
 - (2) Sieve Size No. 4 (4.75mm)
 - (i) Minimum Passing by Dry Weight = 80%
 - (3) Minimum Passing by Dry Weight is exclusive of gravel or stone retained on these sieves.
 - (4) Recycled asphalt pavement shall be pulverized so that 100 percent shall pass a 2-in. (50mm) sieve.
- D. Application of Cement to Materials-In-Place: Portland cement shall be spread by an approved dry or slurry method uniformly on the soil at the rate specified on the plans or as determined by preliminary laboratory tests. If a bulk cement spreader is used, it shall be positioned by string lines or other approved method during spreading to insure a uniform distribution of cement. Cement shall be applied only to such an area that all the operations can be continuous and completed in daylight within 6-hours of such application. The percentage of moisture in the soil at the time of cement application shall not exceed the quantity that shall permit uniform and intimate mixture of soil and cement during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the soil and cement mixture. In the event of high soil-moisture contents, cement may be applied at one-half the specified rate when approved by the Engineer. The remainder of the application rate of cement shall be applied the following day(s),

not to exceed 48-hours. The usual construction sequence shall then be resumed. No equipment, except that used in the spreading and mixing, shall be allowed to pass over the freshly spread cement until it is mixed with the soil.

1. Mixing shall continue until a homogeneous, friable mixture of the material and cement is obtained, free from all clods or lumps. The mixture shall be kept within moisture tolerances throughout the operation.
2. Compaction shall begin after mixing and after gradation and moisture requirements have been met. The material shall be compacted to at least 95-percent of the maximum density as determined by ASTM 698 Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)). At the start of compaction, the percentage of moisture in the mixture and in un-pulverized soil lumps, based on oven-dry weights, shall be within 2-percentagepoints of the specified optimum moisture content and shall be less than the quantity which shall cause the soil cement mixture to become unstable during compaction and finishing. When the un-compacted soil-cement mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the CONTRACTOR. The specified optimum moisture content and density shall be determined in the field on the representative samples of soil-cement mixture obtained from the area being processed. Final moisture content shall be within minus 2 (-2) to plus 4 (+4) of optimum. Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. Compaction shall begin at the bottom and shall continue until the entire depth of the mixture is uniformly compacted. The loose mixture shall then be uniformly compacted to the specified density within 2-hours. After the soil and cement mixture, except the top mulch, is compacted, water shall be uniformly applied as needed and thoroughly mixed in. The surface shall then be reshaped to the required lines, grades and cross section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment. The resulting surface shall be thoroughly rolled with a pneumatic tire roller and "clipped," "skinned," and "tight-bladed" by a power grader to a depth of approximately ¼-in. (6mm), moving all loosened soil and cement from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding small increments of moisture as needed during rolling. When directed by the OWNER, surface finishing methods may be varied from this procedure, provided a dense, uniform surface, free of surface material, is maintained at its specified optimum during all finishing operations. Surface compaction and finishing shall proceed in such a manner as to produce, in not more than 2-hours, a smooth, closely knit surface, free of cracks, ridges or loose material, conforming to the drawn grade and line shown on the plans. OWNER shall conduct In-place density tests shall as outlined in ASTM D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth). In-place density tests shall be performed at the

rate of one-per-300-linear-ft. (one/91-m) of paving for two (2) lanes. The suitability of the modification shall be confirmed by Atterberg Limit testing at the rate of one test per 2,500 cubic-yards (one/1,910-m³) of processed material. In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be made by the OWNER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the stability, density and finish before the next course is placed or the work is accepted, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

- E. *Application of Cement to Plant Mixed Cement:* Mixing and Processing of Portland cement for stabilization by plant mixing shall follow the guidelines as provided in section 11A-34B, subsections A-D.
1. Free access to the plant shall be provided to the OWNER for construction quality control. The mixture shall be hauled to the paving area in trucks having beds cleaned of deleterious material.
 2. The mixture shall be placed on a moistened subgrade in a uniform layer by any approved method of spreading that will deposit the required quantity per lineal foot, without segregation, to produce a uniformly compacted base conforming to the grade and cross-section. Not more than 30-minutes shall elapse between placement of cement treated base in adjacent lanes at any location except at longitudinal and transverse construction joints. Compaction shall start as soon as possible after spreading. Elapsed time between the addition of water to the cement treated base mixture and the start of compaction shall not exceed 60-minutes under normal conditions. The Engineer may alter this time if environmental conditions, such as temperature, humidity or wind conditions would justify such a change. Laboratory tests may be required to verify changes in compaction time limits.
- F. *Opening to Traffic.* The CONTRACTOR shall not be permitted to drive heavy equipment over completed portions. Pneumatic-tired equipment required for hauling cement and water may be permitted to drive over after the surface has hardened sufficiently to prevent the equipment from marring the surface, provided that protection and cover are not impaired. The soil-cement course may be opened to local traffic as soon as the curing seal has been applied and dusted or

sanded as necessary to prevent it from being picked up by traffic. Completed portions may be opened to all traffic after 7-days.

G.Maintenance. The CONTRACTOR shall be required within the limits of its contract to maintain the soil-cement treatment in good condition from the time it first starts work until all work shall have been completed. Maintenance shall include immediate repairs of any defect that may occur after the cement is applied. Such maintenance work shall be done by the CONTRACTOR at the CONTRACTOR'S expense, and repeated as often as necessary to keep the area continuously intact. Repairs are to be made in such a manner as to insure restoration of a uniform surface for the full depth of treatment. Any low area of treated subgrade shall be remedied by scarifying the surface to a depth of at least 2-in. (5cm), filling the area with treated material and compacting. Any low area of sub-base or base shall be remedied by replacing the material for the full depth of sub-base or base treatment rather than adding a thin layer of stabilized material to the completed work.

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

38 FLEXIBLE BASE:

A.All flexible base shall be in accordance with the 2004 edition of the Texas Department of Transportation *Standard Specifications for the Construction of Highways, Streets, and Bridges*.

B.Type "A" Grade 1 Flex Base shall be used as subgrade material under the proposed HMA pavement. An acceptable alternative to Type "A" Grade 1 Flex Base is crushed concrete. Crushed concrete shall be categorized as Type "D" Grade 1 Flex Base. Flex Base shall be thoroughly compacted and placed to a depth specified on the plans.

C.Type "A" Crushed or Broken Aggregate

Retained on Sq Sieve	%
1-3/4 in.	0
7/8 in.	10 - 35
3/8 in.	30 - 50
No. 4	45 - 65

No. 40	70 - 85
Max LL	35
Max PI	10
Wet Ball Mill, Max Amt.	40
Max Increase in passing No. 40	20

- D. Payment for Flexible Base shall include all materials, labor, equipment, hauling and placement. Measurement shall be compacted in-place plan quantities by the square yard to the thickness specified on the plans.
- E. Daily tickets will be submitted by the Contractor and signed by the inspector or his representative no later than one week after delivery of the flexible base.

39 CONCRETE CURB AND GUTTER:

- A. 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.

40 EPOXY BONDING AGENT:

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

41 HOT MIX ASPHALTIC CONCRETE:

- A. PAVING MIXTURES:
 - 1. **Mixture Design:** The Job Mix Formula shall be designed by the Contractor in accordance with the requirements of this Special Provision, TxDOT Bulletin C-14 and TxDOT Test Method Tex-204-F and tested in accordance with TxDOT Test Methods Tex-201-F and Tex-202-F, with the exception that the laboratory density will be determined as a percentage of the

mixture maximum theoretical density. The maximum theoretical specific gravity shall be determined in accordance with TxDOT Test Method Tex-227-F on trial samples of the mixture near optimum asphalt content and conform to the requirements herein. The Contractor shall submit the Job or Plant Mix Formula for review on forms acceptable to the City for each source of supply and type of mixtures specified. Total sand content shall not exceed 18% for Type "D" mix. The bulk specific gravity will be determined for each aggregate to be used in the design mixture. The mixture shall be designed to produce a mixture within the density and stability requirements shown below. In addition, washed gradations of the aggregate in the job mix formula shall be plotted on the 0.45 power chart for comparison with the maximum density line.

2. **Stability and Density:** The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory in accordance with TxDOT Test Method Tex-206-F and the bulk specific gravity of the laboratory compacted mixture determined in accordance with TxDOT Test Method Tex-207-F should have the following percent of maximum theoretical density as measured by TxDOT Test Method Tex-227-F and stability conforming to TxDOT Test Method Tex-208-F:
 - a. Optimum Density Range
 - (1) 95 to 97 Percent
 - b. Stability, Percent
 - (1) Not Less than 42
3. **Types:** The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. Mineral filler may also be required.

When properly proportioned, the mineral aggregate shall produce a gradation which will conform to the limitations for master grading given for the type specified unless otherwise shown on plans. The gradation will be determined in accordance with TxDOT Test Method Tex-200-F (Dry Sieve Analysis) and shall be based on aggregate only. The amount of asphaltic material shall conform to the limitations shown for the paving type specified.

Type "B" (Fine Grade Binder of Leveling-up Course)	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. 10 sieve	5 to 26
Total retained on No. 10 sieve	50 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32

Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight, unless specified otherwise on the plans.

Type "D" (Fine Grade Surface Course):	Percent Aggregate by Weight or Volume
Passing ½" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No.10	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight, unless specified otherwise on the plans.

4. **Sampling and Testing for Field Control:** Extraction tests for bitumen content and aggregate gradation shall be made for each 500 tons produced or fraction thereof. Extraction tests shall conform to TxDOT Test Method Tex-210-F. Tests for stability of the asphalt mixture shall conform to TxDOT Test Method Tex-208-F. The mixture shall not vary from the grading proportions of the aggregate and the asphalt content by more than the respective tolerances and shall be within the limits specified for master grading.

5. **Tolerances in Relation to Approved Design:** The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances which follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be TXDOT Test Method Tex-210-F or other methods of proven accuracy.

Type "B" (Fine Grade Binder or Leveling-up):	Percent Aggregate by Weight or Volume
Passing 2" sieve	±5%
Passing 1¾" sieve	±5%
Passing 1¾" sieve, retained on 7/8" sieve	±5%
Passing 7/8" sieve, retained on 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%

Passing No. 4 sieve, retained on No. 10 sieve	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic material	±0.5%/or 1.2% by vol.

Type "D"
(Fine Graded Surface Course):

Percent Aggregate
by Weight or Volume

Passing ½" sieve	±5%
Passing 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic Material	±0.5%/or 1.2% by vol.

B. IN-PLACE COMPACTION CONTROL: In-place compaction control is required for all mixtures.

1. Asphaltic concrete should be placed and compacted to contain no more than 8 percent nor less than 3 percent air voids unless otherwise indicated. The percent air voids will be calculated using the maximum theoretical specific gravity of the mixture determined according to TXDOT Test Method Tex-227-F. Roadway specimen, which shall either be cores or sections of asphalt pavement, will be tested according to TXDOT Test Method Tex-207-F. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determinations shall be carefully crumbled, using heat, if necessary, and the maximum theoretical density determined as specified. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample. The use of nuclear field density determinations shall not be accepted as the basis for acceptance with respect to density. However, an approved nuclear gauge may be used to establish a rolling pattern.
2. The Contractor shall be responsible for assuring that the compaction of the asphaltic concrete in place will attain between 3 and 8 percent air voids. The Contractor's responsibility for the required compaction includes the selection of rolling equipment and the selection of rolling patterns to achieve the required compaction within the guidelines provided herein. The above selections of equipment and procedures must provide the required qualities of profile, smooth riding surface, and consistent workmanship in appearance.

3. Initial testing will be the responsibility of the City of Burleson. Any retest will be the responsibility of the Contractor. Additional information is provided in Section 11-18 of these Special Provisions.

42 TACK COAT:

- A. The unit bid prices for coarse graded base course and fine graded surface course shall include the application of a tack coat to each layer of asphaltic concrete before the next layer is applied and a tack coat shall also be applied to any exposed concrete edges that shall about any hot mix asphaltic concrete. The tack coat shall be liquid asphalt complying with the specifications of the Asphalt Institute for SS-1, MS-2 Emulsified Asphalt. The tack coat shall be applied to each layer at a rate not to exceed 0.05 gallons per square yard of surface.

43 ASPHALTIC PRIME COAT:

- A. A prime coat shall be used on the stabilized base material immediately after the base material has been compacted to specified density and cut to grade. The prime coat shall be liquid asphalt complying with the specification of the Asphalt Institute for type MS-2 Emulsified Asphalt. The prime coat shall be applied to the surface of the base at a rate of 0.20 to 0.40 gallons per square yard of surface and allowed to penetrate as far as possible. The cost of furnishing and installing the asphalt prime coat shall be considered subsidiary to the unit prices bid for hot mix asphaltic concrete.

44 REINFORCING STEEL:

- A. 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.

45 TEMPORARY BATCH PLANT: N/A

- A. If the Contractor chooses to construct a temporary batch plant, the following conditions (at a minimum) must be satisfied prior to approval from the City.
 1. Batch plant must be permitted by Texas Air Control Board. Evidence must be presented.
 2. Batch plant must be permitted by Environmental Protection Agency (EPA). A copy of Notice of Intent (NOI) and Storm Water Pollution Prevention Plan must be on the premises.
 3. Location map must be provided indicating routes for raw material delivery.

4. Location map must be provided indicating that the nearest recreational area, school, or residence is located at least 300 feet away.
5. Letter of Permission must be provided by the City of Burleson of the property (on which the batch plant is to be constructed) requiring that the contractor leaves the site in as good or better condition.
6. The start and stop dates for operation of the plant must be provided.
7. It must be stated that the batch plant will be used to provide concrete for no other project(s) without written approval from the City of Burleson.
8. No additional pay will be made for the temporary batch plant.

46 TESTING REQUIREMENTS (CONCRETE):

- A. 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.
- B. 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.

47 CONCRETE VALLEY GUTTERS:

- A. 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.

48 CONCRETE DRIVEWAYS:

- A. 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.
- B. 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.

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

49 RECONSTRUCT DRIVES:

- A. 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.

50 CONCRETE SIDEWALKS: N/A

- A. **MATERIALS:** Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.
- B. **CONSTRUCTION PROCEDURE:** In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot (2%) across the sidewalk toward the street. All forms shall remain in place at least twenty-four (24) hours.
- C. 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.
- D. 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.

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

51 CONCRETE SIDEWALKS WITH RETAINING WALL: N/A

- A. When sidewalks are constructed adjacent to retaining walls, the plans shall specify if the sidewalk and retaining wall are to be constructed as separate items or as a sidewalk with wall unit. The sidewalk with wall unit shall be constructed in accordance with the City of Burleson typical details and shall be paid on a linear foot basis for various wall heights up to four (4') foot. When specified to be constructed as separate items, the limits of pay for the sidewalk shall be of the sidewalk up to the face of the retaining wall on a square yard basis. The retaining wall shall be paid under retaining wall on a cubic yard basis.
- B. Generally, location of sidewalk with retaining wall will be the same as a standard sidewalk. If necessary, the sidewalk shall be adjusted in the field, as approved by the Project Engineer, to match existing sidewalks and to avoid trees, fire hydrants, light poles, traffic signs, etc., that otherwise would be in the sidewalk.
- C. It is assumed that areas showing sidewalk with retaining wall will require a retaining wall of only about two foot. Nonetheless, as the details shows, there is a four foot maximum height allowance and the bid price shall reflect the possibility of a four foot (4') wall dependent on field conditions.

52 BARRIER FREE RAMPS:

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

the ramp and shall include curb and street cuts, matting, and other material used to construct the ramps, complete and in place.

53 CONCRETE MEDIANS: N/A

- A. All concrete for concrete medians and median noses shall have a minimum thickness of four inches (4"). Reinforcement shall be #3 bars on 18" centers both ways or as shown on the plans. All Class "C" concrete shall have a minimum cement content of six (6) sacks per cubic yard and a minimum compressive strength at 28 days of 3,600 pounds per square inch. Redwood expansion joints shall be placed at the end of the nose radius and at every 40 feet. Curing shall be in accordance with Special Project Specification Section 12-3 "Membrane Curing." Curing and reinforcement shall be considered subsidiary to the various bid items.

54 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES:

- A. 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:
 - 1. Single Mtr. Box (non-traffic) - Alliance 1200.SBTR
 - 2. Double Mtr. Box (non-traffic) - Alliance 16AMR2.DU.SB
- B. 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
- C. 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
- D. 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.

55 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES:

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.

56 REINFORCED CONCRETE PIPE: N/A

- A. Pipe for storm sewers and culverts shall conform to the latest specifications for "Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe," A.S.T.M. Designations. All pipe shall be machined made by a process which will provide for uniform placement of zero slump concrete in the form of compaction by mechanical devices which will assure a dense concrete in the finished product. All excavation, bedding, jointing, and backfilling shall be done in accordance with the specifications outlined in Sections 501.6, 504.3, and 504.4 of the NCTCOG Specifications except as modified by these Special Provisions.
- B. The contractor will be required to furnish and use a laying schedule supplied by the manufacturer showing location of all bends, fittings, and beveled end joints required to accurately construct the system, including curves, as shown on the plans. The pipe will not be laid until the laying schedule has been reviewed and accepted by the City for construction purposes.
- C. The laying schedule shall be based on all pipe joints constructed to the "home" or normal position and the distance between the ends of adjacent pipe sections will be essentially uniform around the periphery of the pipe. OMNI-FLEX® (or approved equal) joint sealer shall be used on

all joints and the joint gap range shall not exceed the OMNI-FLEX® recommendations for curved or straight sections.

- D. Payment for all reinforced concrete pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation, including excavation, bedding, jointing, backfilling and OMNI-FLEX® (or approved equal) joint sealer. The cost of constructing concrete collars shall be considered subsidiary to the unit prices bid for reinforced concrete pipe.
- E. After the trench has been cut to depth below the barrel of the pipe, the bedding shall be brought up to a point slightly above the grade. Bell holes shall be formed, a trough scooped out to grade and the pipe laid and jointed as specified.
- F. The pipe shall be bedded in a minimum of four inches (4") of crushed stone for pipe up to 60 inches and six inches (6") for pipe 66" and larger except in rock or in wet or unstable trenches where an additional 3 inches of crushed stone will be added to the standard bedding requirements. Crushed stone shall meet NCTCOG 504.2.2 Standard Crushed Rock - Aggregate Grade 4. River rock/gravel will be allowed as long as it meets this gradation requirement.
- G. After the pipe has been laid and the joints made, granular material of a quality satisfactory to the engineer shall be placed from the bottom of the pipe to 6" above the top of pipe. Granular material shall be defined as a free flowing, pit run sand free of stones, clay, organic material, and debris. This material shall not have a P.I. greater than 10. The material shall be placed uniformly on both sides of the pipe in order to prevent disturbance of the pipe and, if necessary, blocking shall be placed against the sides of the trench to prevent displacement of the pipe. The backfill material shall be worked under the haunches of the pipe during the time it is being placed. The material shall be mechanically compacted to 95% standard density in lifts not to exceed eight inches (8") (loose).
- H. For the specifications for the remaining backfill operations, see the Trench Backfill Special Provision.

57 CORRUGATED METAL PIPE (CMP): N/A

- A. Corrugated metal pipe used on this project shall be bituminous coated and smooth lined helically corrugated steel pipe and pipe-arch with a continuously welded butt seam or lock seam.
- B. The pipe shall be fabricated from flat coils. The base metal, spelter coating, and fabrication shall meet the applicable requirements of AASHTO M-36. Each pipe shall have two annular

corrugations rolled in each end. Each pipe shall have two lifting lugs welded to the outside of the pipe.

Pipe Diameter	Corrugation	Gage
72"	5" x 1" or 3" x 1"5"	16
66"	x 1" or 3" x 1"5" x	16
60"	1" or 3" x 1"	16
54"	2-2/3" x ½"	14
48"	2-2/3" x ½"	14
42" & smaller	2-2/3" x ½"	16
Arch Pipe	2-2/3" x ½"	16

- C. After the ends have been rolled, the pipe shall be coated with bituminous material, inside and outside, to a minimum thickness of 0.05 inches as required by AASHTO M-190 for Type "A" coating. The pipe shall be centrifugally lined on the inside with bituminous material to form a smooth surface which fills the corrugations to a minimum thickness of one-eighth inch (1/8") above the crests of the corrugations. The bituminous lining material shall meet the requirements of AASHTO M-190. All saddle branch fittings for the storm sewer laterals shall also have coating and lining as specified for pipe.
- D. Coupling bands shall be the same base material and spelter coating as the pipe. Bands shall be 0.064 inches thick and minimum ten and one-half inches (10-1/2") wide. Bands shall be bituminous coated and shall have two (2) corrugations for indexing in annular pipe ends. Bands 12 inch diameter through 30 inch diameter shall be one (1) piece, and 36 inch diameter through 96 inch diameter shall be two (2) piece, and 102 inch diameter through 144 inch diameter shall be three (3) piece. Band laps 12 inch diameter through 48 inch diameter shall be joined by one (1) galvanized bar, bolt, and strap connector. Band laps 54 inch diameter through 144 inch diameter shall be joined by two (2) galvanized bar, bolt, and strap connectors.
- E. The pipe shall be placed on a bedding layer of a minimum of three inches (3") of loosely placed granular material in order to provide a stable but relatively yielding cushion for the pipe. When rock excavation is encountered this bedding layer should be increased to twelve inches (12").
- F. Where the soil encountered at the established grade is a quicksand, muck, or unstable material, such unstable soil shall be removed and replaced with suitable stable material in uniform layers of suitable depth for compaction as directed by the engineer.
- G. Backfilling for the metal pipe structure is a critical phase of the construction, and strict adherence to construction methods is required. After metal pipe structure has been completely

assembled on the proper line and grade and headwalls constructed when required by the plan details, granular material shall be placed along both sides of the completed structures equally, in uniform layers not exceeding six inches (6") in depth (loose measurement), wetted if required and thoroughly compacted between adjacent structures and between the structures and the sides of the pipe. Granular material, as used in this section, shall be defined as a free flowing pit run sand, free of stones, clay, organic material, and debris. This material shall have a P.I. less than ten (10). Above the three-fourths point of the structure, the fill shall be placed uniformly on each side of the pipe layers not to exceed twelve inches (12").

- H. For backfilling, until a minimum cover of twelve inches (12") is obtained, only hand operated tamping equipment will be allowed within vertical planes two feet (2') beyond the horizontal projection of the outside surfaces of the structure. Backfill shall be compacted to 90% of Standard AASHTO Density (ASTM D698).
- I. Unless otherwise shown on the plans or permitted in writing by the engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four feet (4') of permanent or temporary, compacted fill is in place. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at no additional cost.
- J. During the backfilling operations, special emphasis is placed on the need for obtaining uniform backfill material and uniform compacted density throughout the length of the structure so that unequal pressure will be avoided. Extreme care will be taken to ensure proper backfill under the structure.
- K. Prior to adding each new layer of loose backfill material, until a minimum of twelve inches (12") of cover is obtained, an inspection will be made of the inside periphery of the structure to determine any local or unequal deformation caused by improper construction methods. If, in the opinion of the engineer, any pipe becomes deformed during backfilling operation or as result of subsequent circumstances during the project, the Contractor shall correct such deformation at his own expense and at the direction of the engineer.
- L. Any and all scratches, scrapes or other damage to the bituminous coating and lining of the pipe shall be repaired by recoating or otherwise as directed by the engineer.
- M. Payment for all Smooth Lined Corrugated Steel Pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation.

58 HIGH DENSITY POLYETHYLENE PIPE (HDPE):N/A

- A. This item shall govern the furnishing and installation of all High Density Corrugated Polyethylene Smooth Wall Pipe and associated fittings necessary for constructing all storm drain facilities, all

of which shall conform to AASHTO M-294 specification for High Density Corrugated Polyethylene Pipe and Fittings. The pipes shall be of the sizes, types, and dimensions shown on the plans and shall include all connections and joints to new or existing pipes, storm sewer manholes, inlets, headwalls, and other appurtenances as may be required to complete the work. High Density Polyethylene Corrugated Smooth Wall Pipe may be used when HDPE is shown on the plans or awarded as an alternative item to Reinforced Concrete Pipe (RCP).

- B. The pipe and fittings shall be manufactured by extrusion or molding methods as called for in AASHTO M294. High density polyethylene material shall meet the requirements of ASTM D 3350 Cell Classification 335420C.
- C. Trench width shall be the minimum for proper placement and compaction of embedment and backfill.
- D. Embedment material shall be crushed rock with the following gradation:
 - 1. 0% retained on 1¼ inch
 - 2. 95-100% retained on #10
- E. Depth of bedding material below the pipe shall be four inches minimum (6 inches in rock cuts) for all pipe sizes, unless otherwise directed by the engineer or shown on the plans. For specifications for the remaining backfill operations, see the Trench Backfill Special Provision.
- F. Manufactures recommendations for connection methods and materials necessary to accomplish tight and secure joints shall be strictly followed. This includes HDPE connections or HDPE to reinforced concrete pipe. When a connection occurs between HDPE and RCP, a concrete collar shall be used as shown in Standard Construction Details.
- G. Minimum pipe stiffness at 5% deflection shall be as stated within AASHTO M294 when tested according to ASTM D 2412. The contractor shall provide written certification from the manufacturer that the pipe and related fittings meet the minimum requirements within AASHTO M294. The pipe and fittings may be rejected for failure to meet any of this specification, and may be retested to establish conformity in accordance with the specification.
- H. Payment for HDPE shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation, including excavation, bedding, jointing, and backfilling. The cost of constructing concrete collars shall be considered subsidiary to the unit prices bid for HDPE.

59 MECHANICALLY COMPACTED TRENCH BACKFILL SPECIFICATIONS:

- A. After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted 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.
- B. 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.
- C. 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.
- D. Payment shall be subsidiary to unit prices bid for pipe.

60 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.
 - 1. 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.

1. 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.
- C. 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.
- D. The flowable mixture must be allowed to set prior to the placement of any overlying material.
- E. 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.
- F. Flowable backfill will be allowed for the following:
 1. Backfill
 - a. Bridge abutments
 - b. Box culverts
 - c. Sewer trenches
 - d. Utility trenches
 - e. Conduit trenches
 2. Structural Fill
 - a. Road base
 - b. Pipe bedding
 - c. Mud jacking
 3. Miscellaneous Uses
 - a. Abandoned sewer mains
 - b. Soil erosion
 - c. Slope stabilization
 - d. Abandoned tank fill

61 CONCRETE:

- A. 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.
 1. 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.

2. The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").
3. Air entrainment (5 %, $\pm 1.5\%$) is required for all exposed concrete.
4. 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.
5. 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.
6. 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.
7. 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.
- B. 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.

62 REINFORCED CONCRETE BOX CULVERT: N/A

- A. Although the PROPOSAL has indicated an item for reinforced box culverts to be paid for by the cubic yard, the Contractor may install an approved precast reinforced box culvert. Cast in place box culvert shall be constructed in accordance with TxDOT Item 462. The precast section shall be designed in accordance with NCTCOG 501.6.2. If multiple precast box sections are used, the void space between culvert walls shall be backfilled using flowable fill of at least 600 psi concrete. Flowable fill will not be paid for directly, but will be considered subsidiary to other items of construction.
- B. Measurement for payment shall be by the cubic yard of box culvert, complete in place including reinforcing steel. If precast box sections are used, the actual volume of concrete in the precast section will not be used for measurement. The cubic yards shall be calculated using the length measured between the ends of the culvert barrel along the central axis as installed or

constructed. The cubic yards will then be converted from linear feet to cubic yards using the conversion charts shown on the Standard Details or on the plans.

- C. See Section 56 REINFORCED CONCRETE PIPE for joint make-up and joint sealer specifications.
- D. Payment shall be for box culvert complete in place. Payment shall be full compensation for furnishing all materials, labor and incidentals and performing all work necessary to complete the work including excavation and backfill.
- E. The box culvert shall be bedded on a minimum of six inches (6") of crushed stone except in rock or in wet conditions where an additional three inches (3") of crushed stone will be added to the standard bedding requirements

63 UNCLASSIFIED CHANNEL EXCAVATION:N/A

- A. Channel excavation shall be in accordance with NCTCOG Specifications. Any fill required bringing the channel to the required lines, grades and cross-sections will be subsidiary to this pay item.
- B. If the channel is to be lined with concrete, the sides and bottom of the channel shall be kept at the existing moisture level after excavation and prior to placement of concrete. Moisture level shall be maintained by manual watering or other approved method. Cost of maintaining moisture level shall be considered subsidiary.

64 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES: N/A

- A. Manholes and inlets shall be constructed to the size and location shown on the plans. Construction shall be in accordance with Item 465, "Manhole and Inlets" of the 2004 Texas Department of Transportation Specifications except as noted on the plans or in these Special Provisions. Payment shall be made for the manholes, inlets, and other drainage structures complete in place at the unit price bid in the PROPOSAL. The payment shall include all work and materials necessary to complete the structure, including excavation and backfill. No additional pay will be made for manhole ring and lid, or grade rings. No precast manholes or inlets will be allowed unless approved by the engineer prior to construction.

65 CURB INLET: N/A

- A. The unit price bid for curb inlets shall include all structural excavation, Class "A" Concrete, reinforcing steel, manhole rings and covers, transition curb and gutter as shown, and backfilling. Provided neat lines can be cut in the soil, outside forms will not be required from the bottom to the construction joint. All inlets will be backfilled by mechanically tamping native material in layers not exceeding six inches (6") in compacted thickness to at least ninety-five percent (95%) of Standard Proctor density (ASTM D 698).

- B. Inlet tops shall not be cast until pavement is complete. Manhole lids shall be tack welded in place with three to four equally spaced one-inch welds.

66 BACKFILL & BACKFILL MATERIAL:

- A. 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.
- B. 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.
- C. 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."

67 TOPSOIL:

- A. 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.
- B. 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.
- C. 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.
- D. The soil texture shall be classified as loam or sandy loam according to the following criteria:

(% Passing)

(% Passing)

	<u>Loam</u>	<u>Sandy Loam</u>
Sand (0.074 to 4.76 mm diameter)	25-50%	45-85%
Silt (0.002 to 0.074 mm diameter)	30-50%	Less than 50%
Clay (Smaller than 0.002 mm) (Hydrometer analysis)	5-25%	Less than 20%

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

68 5" REINFORCED CONCRETE RIPRAP:N/A

- A. Concrete riprap shall be used, at the direction of the engineer, for slope protection as needed, typically greater than 3:1. This work shall be paid for at the price bid per square yard, which price shall include all excavation, slope grading and shaping, concrete, and reinforcing steel, necessary for completion of this item. Reinforcing steel shall be #3 bars on eighteen inch (18") centers both ways.

69 HYDRO-MULCH SEEDING:

- A. DESCRIPTION: This item shall consist of preparing ground, providing, and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated by the engineer.
- B. MATERIALS: The type seed used shall be in accordance with NCTCOG Specification, Section 202.6, and approved by the engineer. All seed must carry a Texas Seed Label showing purity and germination, name and type of seed and that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the engineer. Grass seed shall equal or exceed 95% purity and 90% germination.
- C. PLANTING SEASON: Planting of hulled bermuda grass seed shall be done between the months of April through September. The density of seeds planted shall be 80 pounds per acre. A blend of 30 pounds Rye grass and 40 pounds unhulled bermuda may be used between the months of September through April.
- D. CONSTRUCTION METHODS: The designated areas shall be raked, leveled and fine graded as necessary to provide a smooth uniform grade, free of ruts, depressions, humps and objectionable soil clods, prior to seeding. The area shall also be free of weeds, rubbish, and building materials. Any low areas shall also be filled to prevent ponding. All particles in the seed bed shall be reduced to less than one inch (1") in diameter or they shall be removed. The area to be seeded shall be loosened or disked prior to placement of seed in areas that appear to be

overly compacted or to destroy existing vegetation, at the direction of the engineer or authorized representative. The cost of any chemical treatment to the soil in order to establish a uniform stand of grass will be subsidiary to "Hydro-mulch Seeding." Seeding of the type specified shall be performed in accordance with the requirements in NCTCOG Specification 202.6 except as hereinafter described:

1. **Watering:** The seeded areas shall be watered as necessary to establish grass as described in Establishment and Acceptance of Seeding.
 2. **Hydro-Mulch Seeding:** In accordance with COG Specification 202.6.4.4 alternate methods for placement of seed may be used if approved by the engineer.
- E. **MEASUREMENT:** Work and acceptable material for "Hydro-mulch Seeding" will be measured by the unit bid, complete in place.
- F. **PAYMENT:** The work performed and materials furnished and measured as provided under "Measurement" will be paid for at the unit price bid for "Seeding" which price shall be full compensation for furnishing all materials and for performing all operations necessary to complete the work, including fertilizer. Once a "uniform stand of grass" is provided, the City will provide payment for the seeding. See definition of "uniform stand of grass" below.
- G. **ESTABLISHMENT AND ACCEPTANCE OF SEEDING:** Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the grass, it shall be the sole responsibility of the Contractor to establish a uniform stand of grass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the City of Burleson may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of grass.
1. **Uniform Stand of Grass:** A uniform stand with complete coverage of the specified grass shall be defined as not less than one hundred-fifty (150) growing plants per square foot seeded (approximately 75% of disturbed area covered). Growing plants shall be defined as healthy grass plants of two blades or more at least two inches (2") tall.
- H. **POST-PLANTING MAINTENANCE:** Maintenance shall begin immediately after each portion of grass area is planted. It will be the Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting. All planted areas will be protected and maintained by watering, weed control, mowing, and replanting as necessary for at least thirty (30) days after initial planting and for as much longer as necessary to establish a uniform stand with complete coverage of the specified grass.
- I. **FERTILIZER:** (Subsidiary to Seeding Item)

1. **Description:** This item shall consist of providing and distributing fertilizer over the seeded areas.
 2. **Materials:** Shall be in accordance with NCTCOG Specification 202.4.1 and Special Provisions, Landscaping Specifications, Section 14.5.C.
 3. **Construction Methods:** The fertilizer shall be pelleted or granular fertilizer and shall be applied uniformly over the entire area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the engineer.
- J. Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 400 pounds per acre for all types of seeding.

70 SODDING:

- A. 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.

71 SLOPE EROSION CONTROL:

- A. 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:
1. Length- approximately seventy-five (75) yards.

2. Width - forty-eight (48") inches (\pm one inch).
 3. 0.78 warp ends per width of cloth.
 4. Forty-one (41) weft ends per yard.
 5. Weight of cloth - 1.22 pounds per linear yard (\pm 5%).
- B. Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

72 STEEL GUARD RAIL: N/A

- A. For this project, the steel guard rail shall be "Galvanized Steel Beam Guard Fence" conforming to the details shown on the plans and to the requirements of Item 560, "Metal Beam Guard Fence," of the Standard Specifications for Construction of Highways, Street, and Bridges, as adopted by the Texas Department of Transportation in 2004.

73 CLEANUP:

- A. 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.

74 FINAL INSPECTION:

- A. 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.

75 TOWING OF VEHICLES:

- A. 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.

76 TRAFFIC SIGNAL CONDUIT: N/A

- A. MATERIAL: All plastic conduit shall be schedule 40, rigid, high impact polyvinylchloride, conforming to Federal Specification W-C-1094 and Underwriters' Laboratories, Inc., Standard UL=651.
- B. CONSTRUCTION METHODS: Prior to the installation of conduit, the City of Burleson shall be notified so that a representative may be present to inspect the installation of the conduit. Failure to contact the City of Burleson shall constitute grounds for rejecting conduit which has been installed without the presence of a representative of the City of Burleson.
 - 1. All conduit shall be placed in accordance with line and grade, details and dimensions as shown on the plans, or as directed by the engineer. All ends of pipe shall be reamed to remove burrs. All splicing of conduit shall be done by using standard couplings manufactured for this purpose. All bare ends of conduit for future connections by others

shall be capped with standard conduit caps. The location of ends of all conduit for future electric circuits in structures shall be marked by a "Y" at least three inches (3") high, cut into the face of curb, gutter or wall directly above the conduit.

2. All conduit shall be placed a minimum of six inches (6") below the bottom of the pavement base, ten inches (10") for non-metallic conduit and in no case shall be of a greater depth than thirty inches (30") measured from the top of curb. Installation under existing pavements may be accomplished by jacking, tunneling, or drilling. Conduit shall extend six inches (6") behind back of curb unless otherwise called for on the plans.
 3. Conduit in medians shall be placed in the median at a depth of eighteen inches (18") to thirty inches (30") as shown on the plans. Where pull boxes or junction boxes are required in medians which are to be surfaced, they shall be installed by the Contractor at the location and grade as shown on the plans or as directed by the engineer.
 4. All necessary fittings for proper installation of conduit in the pull-box shall be furnished and installed by the Contractor. Where it is required that pull-boxes be installed, the conduit shall be fitted with standard ninety degree (90°) ell fittings to enter the pull-box from the bottom. A nipple shall be attached to the ell of sufficient length so that the distance from the top of the pull-box to the end of the nipple shall be eight inches (8").
 5. A No. 9 galvanized pull wire shall be placed in all conduit; and prior to the placement of paving, the wire shall be moved back and forth to ensure that the conduit is free from obstructions. Before final acceptance of the conduit work, this method of checking shall again be incorporated to ensure that the paving operations have not rendered the conduit useless. It shall be the Contractor's responsibility to remove and replace all damaged conduit at his own expense.
 6. All plastic conduit shall have factory bends.
 7. Conduit locations shown on the plans are for bidding purposes only and may be changed with permission of the City of Burleson to avoid underground obstacles. The Contractor shall furnish and install conduit to an electrical service point to be determined by the City of Burleson prior to the beginning of construction.
- C. MEASUREMENT AND PAYMENT: Conduit of the size specified on the plans shall be measured by the linear foot along the main line of conduit. Fittings shall not be measured directly but shall be considered subsidiary to this item.
1. Conduit, as measured in this item, shall be paid for at the unit price bid for "conduit" of the size specified, which prices shall be full compensation for furnishing and installing all conduit, for all excavation, for all gravel backfill, for furnishing and installing all fittings, for

furnishing and installing pull-boxes, and for all labor, materials, tools, equipment, and incidentals necessary to complete the work.

77 SPRINKLER RELOCATIONS:

- A. 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.
- B. 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.

78 PROJECT SIGNS:

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

- D. 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.
- E. 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.

79 SIGNS FOR BUSINESSES:

- A. 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.

80 USE OF CITY PARKS:

- A. 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.

81 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.

82 STORM WATER MANAGEMENT (CITY PROVIDE): N/A

- A. This project is subject to the Texas Commission of Environmental Quality (TCEQ) General Permit requirements for construction projects, through the National Pollutant Discharges Elimination System (NPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity. The contractor shall provide the City with a copy of their submitted and approved NOI. The City project manager will submit the City's NOI to TCEQ prior to the start of any construction activity. The information contained in the NOI shall be in accordance with the NPDES General Permit Regulations.

A storm water pollution prevention plan (SWPPP) has been included in the plans, and bid items for the proposed erosion/pollution control measures have been included in the bid proposal. The bid prices for the control measures shall include all costs necessary to provide materials, equipment, and labor necessary to install, maintain and remove all control measures.

The SWPPP includes all areas on the project that require protection. It is the Contractor's responsibility to install the control measures at the appropriate time to coincide with the Contractor's proposed project schedule and phasing. If the Contractor feels additional control measures not shown on the SWPPP are necessary due to phasing plans, it is the Contractor's responsibility to indicate such in a written request to modify the SWPPP prior to start of construction. The engineer will evaluate the request and, if approved, will negotiate an appropriate change order, if necessary.

- B. 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. NPDES permit number or NOI if permit number is not assigned.
 - 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 NPDES General Permit as published in the *Federal Register*.
 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.
- C. The Contractor will submit a Notice of Termination (NOT) to TCEQ. A copy of the NOT must be submitted to the City at completion of project completion.

- D. 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 plus project engineering costs will be deducted from any money due or to become due to the Contractor.

83 FINAL QUANTITIES:

- A. 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 re-measuring any portion of the project.

84 PUBLIC MEETING: N/A

- A. Prior to start of construction, a public meeting may be held for this project. The purpose of the meeting will be to explain the project to affected citizens and answer questions. A representative of the Contractor, knowledgeable of the project, shall attend the public meeting. The representative will be introduced and will be called on as necessary to assist in answering questions.

85 PRE-CONSTRUCTION MEETING:

- A. 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.

86 CONSTRUCTION MEETING:

- A. 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.

87 TEMPORARY STREET REPAIR FOR STORM DRAIN:

- A. 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.

88 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS:

- A. 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.

89 RESTORATION OF EXISTING PAVED SURFACES:

- A. 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.

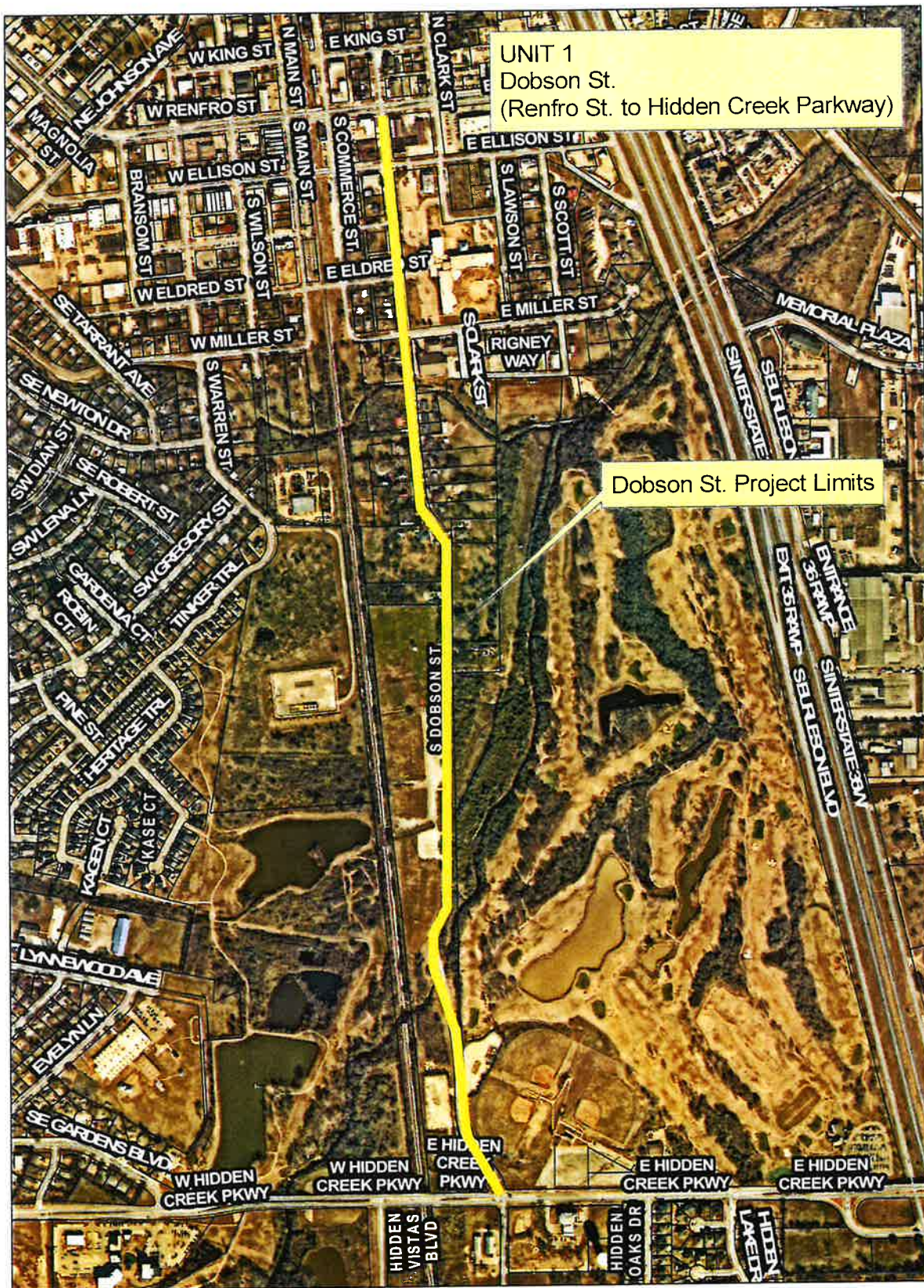
90 REPLACEMENT/ RELOCATION OF FENCES: N/A

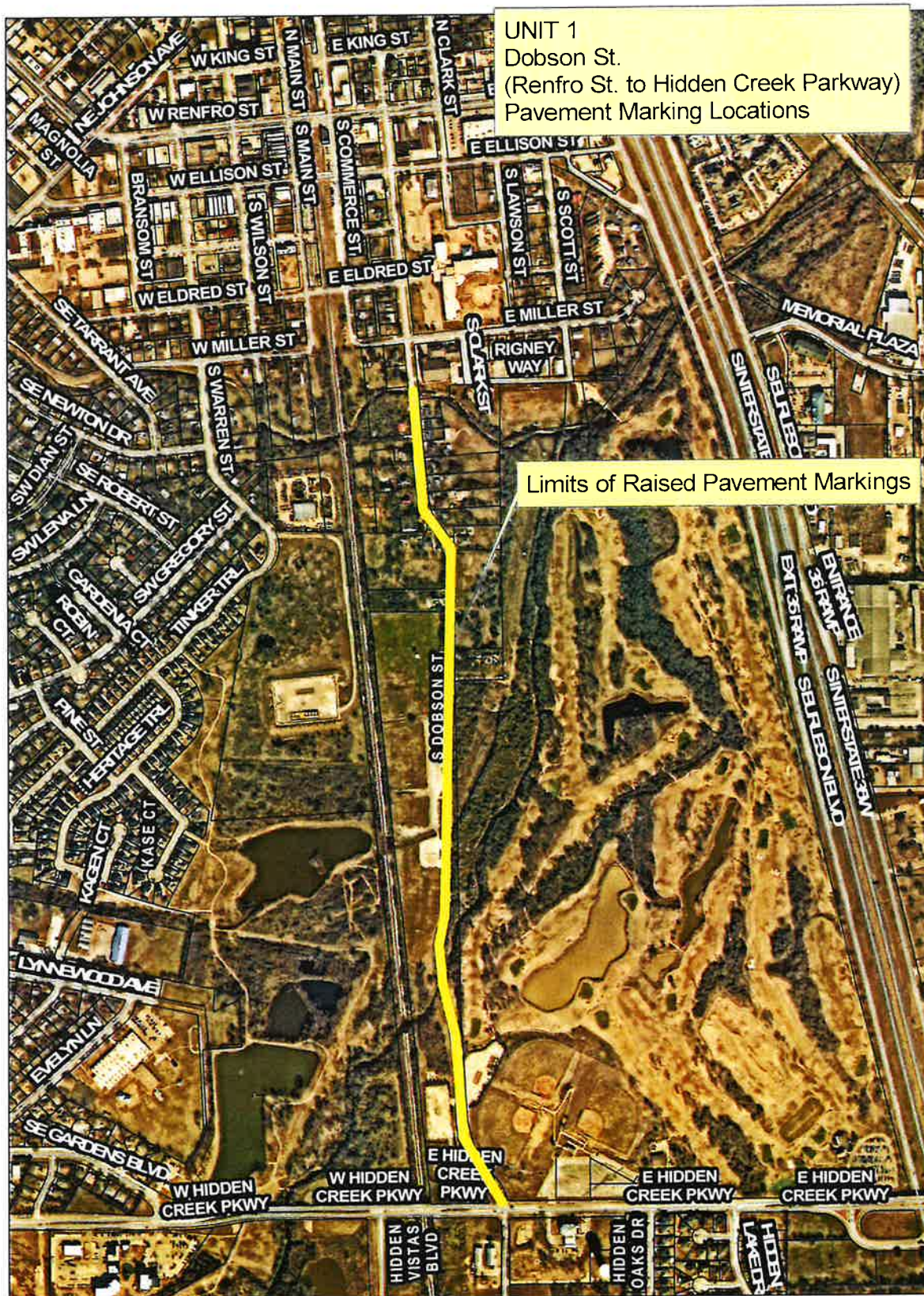
- A. The Contractor shall be responsible for damages involved with existing fences that may be within the limits of construction as outlined in the plans and the Contract Documents and payment shall be considered subsidiary to items within the PROPOSAL. If it is necessary to replace or relocate a fence as part of the Contract, compensation for this work item shall be paid by the City to the Contractor as a lump sum price. The price shall be considered full

compensation for all labor, materials, tools, and any other incidentals necessary to complete this work to the limits shown including the removal of existing fence, erection and installation of all new and existing fencing material, and cost for such new materials as required to complete the item to its original condition or better. No additional payment will be due to the Contractor for this item of work and Contractor shall verify for himself the amount of fence to be removed and replaced as shown on the plans and in accordance with this specification prior to preparing a bid price. Non partial payment for this work will be made. Contractor will be paid in full upon successful completion of this item and approval by the City.

91 RELOCATION / REPLACING OF MAIL BOXES: (POST OR BRICK): N/A

- A. This provision shall cover all the labor and materials necessary to temporary relocate mailboxes indicated on the plans and within the Contract Documents. Contractor shall be responsible for repair or replacement in the even of damage during the movements and return of the mailboxes to their original condition or better. The Contractor will restore the ground and surface area disturbed during relocation of the mailboxes back to original condition or better after returning the mailboxes to their original locations. Concrete bases for posts or foundations of minimum 2000 psi strength shall be provided to support the mailboxes. Mailboxes shall be positioned per the attached specifications provided by the United States Postal Service. Compensation for this work shall be considered full compensation for all labor, materials, tools, and any other incidentals necessary to fulfill the requirements of the plans and specifications. No partial payments shall be made. Contractor will be paid in full upon successful completion of this item and approval by the City.









A CRH COMPANY

420 Decker Drive, Suite 200
Irving, TX 75062
Phone: (214) 741-3531

January 05, 2023

RE: 2018 Rule Changes to Form 1295

Beginning January 1, 2018 changes took effect concerning Form 1295. According to these changes a publicly traded business entity, including a wholly owned subsidiary of the business entity is exempt from the Form 1295 filing requirement.

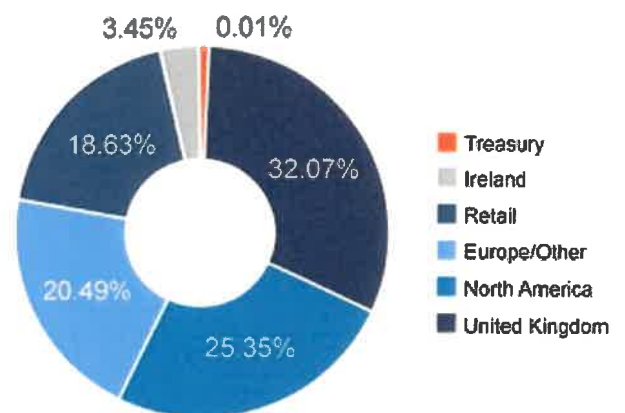
TexasBit is a part of Texas Materials Group, Inc., a member of the CRH family of companies that are wholly owned by CRH plc headquartered in Ireland.

CRH (LSE: CRH, ISE: CRG, NYSE: CRH) is a leading global diversified building materials group, employing 87,000 people at 3,800 operating locations in 31 countries worldwide.

A Fortune 500 company, CRH is a constituent member of the FTSE 100 index, the EURO STOXX 50 index and the ISEQ 20. CRH's American Depositary Shares are listed on the NYSE.

Best regards,

Chris Michael
Vice President & General Manager
TexasBit, a CRH company



Ownership of Ordinary Shares

Geographic Location ⁽¹⁾	Number of shares held '000s	% of total
United Kingdom	269,047	32.07%
North America	212,792	25.35%
Europe/Other	175,900	20.49%
Retail	156,257	18.63%
Ireland	28,988	3.45%
Treasury	54	0.01%
	838,958	100%

⁽¹⁾ This represents a best estimate of the number of shares controlled by fund managers resident in the geographic regions indicated. Private shareholders are classified as retail above.

City Council Regular Meeting

DEPARTMENT: Legal and Purchasing
FROM: Matt Ribitzki, Deputy City Attorney, Compliance Manager
MEETING: May 15, 2023

SUBJECT:

Discuss and consider taking possible action supporting or opposing filed legislation that would positively or negatively affect the City of Burleson in the 88th Texas Legislative Session. *(Staff Presenter: Matt Ribitzki, Deputy City Attorney)*

SUMMARY:

Councilmember Victoria Johnson requested a legislative update be provided to the council at the May 15th meeting. The purpose of this briefing is to provide the council with a list of bills that are in motion that could either positively or negatively impact the city. The bills would fall within the city's adopted legislative program through the assistance of Focused Advocacy.

The bills that will be presented are rapidly changing, and staff is staying on top of the latest developments by working with our consultant. The agenda packet will be supplemented with the updated information on Friday, May 12th.

OPTIONS:

- 1) Provide staff with future direction
- 2) Take no further action

RECOMMENDATION:

N/A

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

January 9th council adopted a legislative program.

FISCAL IMPACT:

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney
mribitzki@burlesontx.com

817-426-9664