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

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

1. CALL TO ORDER

Invocation - Ron Williams, Pastor at Faith to Faith Burleson.

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

-Presentation of the Johnson County Pioneers and Old Settlers Reunion. (*Presenter: Johnson County Pioneers & Old Settlers Association Member, Jameye Jones*)

C. Community Interest Items

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

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

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the city council, staff, or members of the public in attendance.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

4. CITIZENS APPEARANCES

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

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

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

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

5. **CONSENT AGENDA**

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

- A. Consider approval of the city council minutes from the July 18, 2022 regular council meeting. *(Staff contact: Amanda Campos, City Secretary)*
- B. Consider approval of a five-year contract with Vista Com for the purchase of a telephone and radio recording system through an interlocal agreement with Houston-Galveston Area Council in the amount not to exceed \$179,800. *(Staff Contact: Paul Bradley, Director of Public Safety Communications)*
- C. Consider approval of a 5-year grazing lease with Bryan Voegelé at Russell Farm Art Center. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- D. Consider a resolution adopting the Fiscal Year 2022-2023 Economic Development Strategic Plan. *(Staff Contact: Alex Philips, Economic Development Director)*
- E. Consider approval of an ordinance amending Section 6-1 (Definitions) and 6-9 (Care and Humane Treatment of Animals) of Chapter 6 (Animal Care and Control) of the Burleson Code of Ordinances by adding definitions for adequate shelter, harness, and adverse weather conditions, and by modifying definitions for cruelly treated and properly fitted, and by modifying the manner and location a dog or other animal may be tied or tethered; making this ordinance cumulative of prior ordinances; providing a severability clause; providing for the violation of this ordinance; providing a penalty clause; and providing for an effective date. (Final Reading) *(Staff Contact: Lisa Duello, Neighborhood Services Director)*
- F. Consider approval of the purchase and installation of cinematography broadcasting cameras and equipment through the cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) for the Mayor Vera Calvin Plaza with Digital Resources, Inc. in the amount not to exceed \$225,000 *(Staff Contact: Collin Gregory, Video Production Specialist)*
- G. Consider approval of an ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the Equipment Services Fund in the amount of \$200,000 due to increase in fuel cost, Hidden Creek Golf fund in the amount of \$115,000 for operational and capital outlay cost, Information Technology Support Services Fund in the amount of \$478,666 for technology infrastructure upgrades. (Final Reading) *(Staff Contact: Martin Avila, Finance Director)*

- H. Consider approval of an amendment to an existing professional services agreement with Braun Intertec for third party inspections of Fire Station #16 and the Emergency Operations Center in the amount of \$12,376.91. *(Staff Contact: Eric Oscarson, Public Works Director)*
- I. Consider approval of a resolution authorizing a settlement of the Michael Fagan, et al. v. Homes by Towne of Texas, Inc., et al. matter (413th Judicial District Court, DC-C202100269); providing a repealing clause and an effective date. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

6. GENERAL

- A. Consider approval of a construction contract with Texas Materials Group dba Texas Bit for the construction of the 2020 Neighborhood Streets Rebuild Project in the amount not to exceed \$1,983,052.60. *(Staff Presenter: Eric Oscarson, Public Works Director)*
- B. 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 the E. Renfro (FM 3391) roadway improvements not to exceed \$114,222. *(Staff Presenter: Eric Oscarson, Director of Public Works)*
- C. Consider approval of a contract with Royer Commercial Interiors for the purchase, delivery, and installation of furniture for the future city owned space at Ellison on the Plaza in the amount not to exceed \$326,130 *(Staff Presenter: Justin Scharnhorst, Purchasing Manager)*
- D. Consider approval of a resolution approving the interior aesthetics and finish out of the City of Burleson's portion of the Ellison Street on the Plaza facility to be provided by BTX Old Town, LLC. *(Staff Presenter: Justin Scharnhorst, Purchasing Manager)*

7. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion and give staff direction regarding the Burleson Works program. *(Staff Presenter: Matt Ribitzki, Deputy City Attorney)*

8. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

9. RECESS INTO EXECUTIVE SESSION

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

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

-Discuss Burleson Police Department Internal Affairs Investigation IA 22-02

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

-Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

-Discuss and receive direction on certain parcels of real property for the expansion of Lakewood Drive where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

-Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

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

CERTIFICATE

I hereby certify that the above agenda was posted on this the **27th of July 2022, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
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: August 1, 2022

SUBJECT:

Consider approval of the city council minutes from the July 18, 2022 regular council meeting.
(Staff contact: Amanda Campos, City Secretary)

SUMMARY:

The City Council duly and legally met on July 18, 2022 regular council meeting.

OPTIONS:

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

RECOMMENDATION:

Approval.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos, TRMC
Department: City Secretary's Office
Email: acampos@burlesontx.com
Phone: 817-429-9665

BURLESON CITY COUNCIL REGULAR MEETING

July 18, 2022
DRAFT MINUTES

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER – 5:32 PM

Invocation - Bob Massey, Pastor Emeritus at Grace Bible Fellowship

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- Receive a report to recognize the selected Employee of the Quarter for the 2nd quarter of 2022. (Staff Presenter: Rick DeOrdio, Director of Human Resources)

C. Community Interest Items

- Kudos to the Police and Fire Department email.
- Thank you to the citizen for the SRO comments received by Council member Payne and Stanford
- Thank you to the Communications Department for their newsletter.
- New Suicide hotline number is now 811.
- Reminder Splash Pad special hours for 5 years and under is 8 a.m. to 10 a.m. on Tuesday and Thursday and sensory hours is 8 a.m. to 10 a.m. on Wednesday and Friday.
- Good job to the Library for summer programming, check the calendar for weekly events.

- Acknowledged National Parks and Recreation month – July 22 watermelon day at Russel Farms and July 30 pops at the pool.
- Great job on the resource page on city website.

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.

- Item 5G to be discussed separately under General.

4. **CITIZEN APPEARANCES**

- Bill Janusch, 117 NE Clinton Street, came forward with concerns of grandstanding from the dais.

5. **CONSENT AGENDA**

A. City council minutes from the July 5, 2022 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)

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

Motion passed 7-0.

B. CSO#3009-07-2022, amending contract CSO#1713-04-2021 with e-Builder, Inc. in the amount not to exceed \$75,000.00. (Staff Contact: Eric Oscarson, Public Works Director)

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

Motion passed 7-0.

C. CSO#3010-07-2022, professional services contract with Freese and Nichols, Inc. to update the City's Design Standards Manual and Subdivision and Development Ordinance as it relates to general engineering and construction requirements in the amount not to exceed \$183,004.50. (Staff Contact: Eric Oscarson, Public Works Director)

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

Motion passed 7-0.

D. Ordinance amending Section 6-1 (Definitions) and 6-9 (Care and Humane Treatment of Animals) of Chapter 6, (Animal Care and Control) of the Burleson Code of Ordinances by adding definitions for adequate shelter, harness, and adverse weather conditions, and amending the definitions for cruelly treated and properly fitted, and by modifying the manner and location a dog or other animal may be tied or tethered; making this ordinance cumulative of prior ordinances; providing a severability clause; providing for the violation of this

ordinance; providing a penalty clause; and providing for an effective date. (First Reading) (Staff Contact: Lisa Duello, Neighborhood Services Director)

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

Motion passed 7-0.

- E. CSO#3011-07-2022, construction contract with Gra Tex Utilities for the construction of the East Renfro Waterline Improvements project in the amount not to exceed \$454,110. (Staff Contact: Eric Oscarson, Public Works Director)**

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

Motion passed 7-0.

- F. CSO#3012-07-2022, minute order for the purchase of a new Signal Technician Service Truck and a new Parks ROW Crew Truck using an existing Purchasing Cooperative agreement with Buyboard from Caldwell Country Chevrolet of Caldwell Texas in the amount not to exceed \$104,884.56. (Staff Contact: Eric Oscarson, Public Works Director)**

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

Motion passed 7-0.

- ~~G. CSO#3013-07-2022, ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the 4A Economic Development fund in the amount of \$5,000,000, Hotel Motel fund in the amount of \$225,000 for camera production equipment for the plaza, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) (Staff Contact: Martin Avila, Director of Finance)~~ MOVED**

Item G was removed from consent agenda and discussed and considered under General items below.

- H. CSO#3014-07-2022, minute order ratifying the 4A Economic Development Corporation Board's action approving a resolution authorizing an unimproved property contract with James W. Crouch and Katherine Crouch Halwes purchasing approximately 30 acres in Johnson County, Texas. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 7-0.

- I. CSO#3015-07-2022, minute order ratifying the 4A Economic Development Corporation Board's actions on the approval of increasing appropriations in the 4A Economic Development fund in the amount of \$5,000,000 for FY 2021-2022. (Staff Contact: Martin Avila, Director of Finance)**

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

Motion passed 7-0.

- J. CSO#3016-07-2022, resolution designating the Johnson County Tax Assessor-Collector perform the required calculation of relevant FY2022-2023 tax rates and designating the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code. (Staff Contact: Martin Avila, Finance Director)**

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

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

- A. CSO#3017-07-2022, ordinance requesting a zoning change from “A”, Agricultural district, to “PD” Planned Development district for future industrial development, at 3936 S Burleson (Case 22-043). (First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services)**

Tony McIlwain, Director of Development Services, presented Case 22-043 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:07 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:07 p.m.**

Motion made by Jimmy Stanford and seconded by Dan McClendon to approve Case 22-043.

Motion passed 7-0.

- B. CSO#3018-07-2022, ordinance requesting a zoning change from “A” Agricultural, to “C” Commercial, to allow for future commercial development, at 8121 CR 1016Z (Case 22-062). (First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services)**

Tony McIlwain, Director of Development Services, presented Case 22-062 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:11 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:12 p.m.**

Motion made by Tamara Payne and seconded by Rick Green to approve Case 22-062.

Motion passed 7-0.

7. GENERAL

A. New City Council Policy #40, City Boards & Commissions Appointment Process. (Staff Presenter: Amanda Campos, City Secretary)

Amanda Campos, City Secretary, presented a new City Council Policy #40 to the city council.

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

Motion passed 4-3, with Victoria Johnson, Rick Green, Dan McClendon and Ronnie Johnson voting in favor and Jimmy Stanford, Chris Fletcher and Tamara Payne voting against.

MOVED CONSENT AGENDA ITEM 5G:

G. CSO#3013-07-2022, ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the 4A Economic Development fund in the amount of \$5,000,000, Hotel Motel fund in the amount of \$225,000 for camera production equipment for the plaza, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) (Staff Contact: Martin Avila, Director of Finance)

Martin Avila, Director of Finance, presented an ordinance amending the FY 2021-2022 city budget to the city council.

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

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS

A. Receive a report and hold a discussion regarding the 88th Texas State Legislature Session and other upcoming state legislative items. (Presenter: Focused Advocacy, city's legislative consultant)

Snapper Carr with Focused Advocacy gave a presentation to the city council on the 88th Texas State Legislature Session and upcoming state legislative items.

Council member Tamara Payne left the dais at 6:30 p.m. and returned at 6:30 p.m.

B. Receive a report, hold a discussion and give staff direction regarding an operational overview and proposed FY22-23 citywide budget request for Benefits, Training and Policy changes forecast by the Human Resources Department. (Staff Presenter: Rick DeOrdio, Director of Human Resources))

Rick DeOrdio, Director of Human Resources, presented an operational overview on the proposed FY 2022-2023 Human Resources Department budget to the city council.

Council member Victoria Johnson left the dais at 6:55 p.m. and returned at 6:55 p.m.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

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

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

- Land use, design standards, and density in the City's transit-oriented development district
- Receive a report, hold a discussion, and receive direction on the City's legal department and the department's goals and priorities.
- Cause No 6:19-cv-345-ADA-JCM, *City of Allen, Texas, et al., v. Time Warner Cable Texas, LLC, d/b/a Spectrum and Charter Communications*
- Cause No 3:19-CV-02126-K, *John Barto Clark v. City of Burleson, Clint Robert Thompson, & Louis Michael Giddings*
- Cause No MDL No. 96-000003-158, *City of Burleson, Texas v. Chesapeake Exploration, LLC, et al.*
- Cause No DC-C202100269, Michael Fagan, et al, v. Homes by Towne of Texas, Inc, et al.
- Code enforcement issues at 105 NE Cindy, Burleson, Texas
- EEOC Charge 450-2022-04011
- HUD Compliant Section 504 Case No. 06-22-4133-4
- Docket No 51998, *Application of the City of Burleson to Amend its Sewer Certificate of Convenience and Necessity in Johnson County*, Public Utility Commission of Texas

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

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

- D. Personnel Matters Pursuant to Section 551.074
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)

Motion was made by Dan McClendon and seconded by Jimmy Stanford to convene into executive session. **Time: 7:09 p.m.**

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Jimmy Stanford to reconvene into open session. **Time: 8:07 p.m.**

Motion passed 7-0.

ADJOURNMENT

Motion made by Tamara Payne and Dan McClendon to adjourn.

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

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Public Safety Communications

FROM: Paul Bradley, Director

MEETING: August 1, 2022

SUBJECT:

Consider approval of a five-year contract with Vista Com for the purchase of a telephone and radio recording system through an interlocal agreement with Houston-Galveston Area Council in the amount not to exceed \$179,800. *(Staff Contact: Paul Bradley, Director of Public Safety Communications)*

SUMMARY:

The Public Safety Communications Department utilizes a recording system for 9-1-1 emergency and administrative line phone calls as well as radio communications that transmit across Burleson public safety talk groups. The current recording system has not been upgraded since the last radio system upgrade. The recording software has reached end of support for integration with the radio system. Additionally, the hardware for the current recording system has reached end of life. The Department has experienced equipment failures and poor support from our current vendor. Multiple recording solutions were considered as a replacement; staff attended demonstrations, reviewed quotes and visited with neighboring Public Safety Communications organizations to determine the best solution for the City. The Eventide NexLog DX-Series recording system, provided by Vista Com, is being recommended to fulfill the City's requirement for a public safety phone and radio recording solution.

Vista Com / Eventide costs – Interlocal agreement, Houston-Galveston Area Council:

- Year 1: \$124,904 (all equipment; warranty and support)
- Year 2: \$13,724 (maintenance and support)
- Year 3: \$13,724 (maintenance and support)
- Year 4: \$13,724 (maintenance and support)
- Year 5: \$13,724 (maintenance and support)

The City has existing agreements with Motorola and CentralSquare; those contracts will be amended to add costs associated with radio connectivity and an interface to the CAD database. Recurring costs averaging \$27,577 per year are associated with the current recording system; those costs are contained within the Motorola service agreement and will be removed from the contract upon the purchase of a new system from a different vendor.

Motorola costs:

Year 1: \$10,625 (radio system connectivity and access)
 Year 2: \$0 (no recurring costs)
 Year 3: \$0 (no recurring costs)
 Year 4: \$0 (no recurring costs)
 Year 5: \$0 (no recurring costs)

CentralSquare costs:

Year 1: \$10,925 (CAD interface and services)
 Year 2: \$1,600 (CAD interface maintenance)
 Year 3: \$1,600 (CAD interface maintenance)
 Year 4: \$1,600 (CAD interface maintenance)
 Year 5: \$1,600 (CAD interface maintenance)

Total – One time and recurring costs:

Year 1: \$146,454
 Year 2: \$15,324
 Year 3: \$15,324
 Year 4: \$15,324
 Year 5: \$15,324

Replacement of the current recording system was incorporated in the budget for this fiscal year. The Public Safety Communications Department applied for financial assistance for this purchase through the Tarrant County 9-1-1 District. Emergency Communications Center (ECC) Assistance Program funds of \$18,765 and Radio Assistance Program funds of \$36,110 have been approved and will be reimbursed to the City toward the first year expenses of this project. Costs listed do not consider funds that will be reimbursed.

OPTIONS:

- 1) Approve the contract with Vista Com
- 2) Deny the contract with Vista Com

RECOMMENDATION:

Approve the contract with Vista Com as outlined.

FISCAL IMPACT:

Budgeted: Yes

Fund Name: 001 – General Fund

Amount: Total Project Cost Not to Exceed \$207,750 for 5 years

STAFF CONTACT:

Paul Bradley
Director of Public Safety Communications
pbradley@burlesontx.com
817-426-9075



Public Safety Communications

Eventide Recording System

Public Safety Communications

The *first*, first responders

- Answer 9-1-1 and non-emergency calls for assistance
 - 20,341 emergency 9-1-1 calls received in 2021
- Operate Computer-Aided Dispatch (CAD) system
 - Dispatching of Police and Fire units via radio
 - 36,672 total calls for service processed in 2021
- Query National Crime Information Center (NCIC) database

Recording System

Phone call and radio recordings

- Retention period of one year
 - Complies with Freedom of Information Act
 - All 9-1-1 emergency and administrative line phone calls processed in Public Safety Communications Center
 - All radio communications that transmit on Burleson public safety talk groups
- Reviewed by Police Department Detectives for Criminal Investigations
- May be released by Police Records Division for open-records requests
- Utilized by Public Safety Communications, Police and Fire Departments for incident reviews

Justification

Current recording system is obsolete

- Motorola/NICE Inform V6
 - Software is three releases behind current version
 - End of support for integration with current radio system release
 - Hardware is considered “end of life”

Upgrade vs Replace

- | | |
|--|--|
| <ul style="list-style-type: none">◦ Upgrade with current vendor<ul style="list-style-type: none">◦ Hardware and software failures with the current system◦ Poor support provided by the vendor◦ No Screen Capture◦ Lower up-front cost, higher recurring cost | <ul style="list-style-type: none">◦ Replace with new vendor<ul style="list-style-type: none">◦ Improved reliability◦ Better support◦ Screen Capture◦ Higher up-front cost, lower recurring cost |
|--|--|

Recommendation

Research

- Stakeholders from Public Safety Communications, Police, Fire, Information Technology
- Attended demonstrations, reviewed quotes, visited neighboring agencies

Eventide

- Endorsed by many Public Safety Communications organizations
- Customized solution to meet our needs
- User-friendly application
- Reputation for reliability
- Interfaces with other systems
 - Computer-Aided Dispatch (CAD)
 - Compatible with current system
 - Integrates with leading CAD solutions
 - Motorola Vesta 9-1-1 phone system
 - Motorola P25 radio system
- Screen Capture
- Advanced Analytics and Reporting

Considerations - Cost

	Motorola/NICE <i>Current V6</i>	Motorola/NICE Upgrade to V9	HigherGround	Eventide	Equature
One Time Costs	N/A	\$141,699	\$141,776	\$146,454	\$145,705
Recurring Annual Costs	\$27,577	\$15,847	\$10,253	\$15,324	\$20,223

Eventide will be purchased from Vista Com through an interlocal agreement with Houston-Galveston Area Council

Additional Considerations

Financial assistance provided by Tarrant County 9-1-1 District

- Emergency Communications Center (ECC) Assistance Program
 - \$18,765 approved toward this project
 - Will be reimbursed to the City
- Radio Assistance Program
 - \$36,110
 - Applied – Awaiting potential award
- Assistance received will partially offset first year costs

Costs listed do not consider funds that will be reimbursed

Additional Costs

Motorola will configure connectivity and provide access to their Archiving Interface Server (AIS) for the radio system

CentralSquare will permit access to the CAD database to interface with the recording system

- There will be a comparable integration cost with a new CAD vendor

Existing contracts with Motorola and CentralSquare will be amended

- Recurring costs for NICE will be removed from Motorola service agreement

	One time	Recurring
Eventide	\$124,904	\$13,724
Motorola configuration	\$10,625	\$0
CentralSquare CAD Interface	\$10,925	\$1,600
Total	\$146,454	\$15,324 / year

Questions / Comments



CONTRACT PRICING WORKSHEET

For Catalog & Price Sheet Type Purchases

Contract
No.:

RP07-20

Date
Prepared:

6/27/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Burleson Public Safety Communications	Contractor:	Vista Com
Contact Person:	Paul Bradley	Prepared By:	Robin Clevenger
Phone:	817-426-9075	Phone:	281-516-9800 x201
Fax:		Fax:	
Email:	pbradley@burlesontx.com	Email:	robin@vistacomtx.com

Catalog / Price Sheet Name:	RP07-20
General Description of Product:	Eventide Recorder

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Nexlog 740 DX	6695	6695
1	DVSI 2 Port USD Decoder	2512	2512
1	2 post center mt. rack slides	377	377
1	SunGard CAD Integration	4187	4187
1	Upgrade to 2x6TB Hard Drive	3844	3844
1	Dual Port NIC	553	553
1	Internal IP Recorder Channel Licenses	3224	3224
3	Add-on IP Licenses	1465	4395
1	Screen Recording for 5 licenses	2094	2094
1	Motorola API License Fee (non discountable)	54995	54995
1	Enhanced Reports	833	833
1	Geographic Search	833	833
Total From Other Sheets, If Any:			24687
Subtotal A:			109229

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	UPS Rackmounted	525	525
1	NAS Rackmounted	1800	1800
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			2325

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

2%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Installation/Support/Training	14200
Customer Discount	-850
Subtotal C:	13350

Delivery Date: 8/30/2022

D. Total Purchase Price (A+B+C):



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

RP07-20

Date
Prepared:

6/27/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Burleson Public Safety Communications	Contractor:	Vista Com
Contact Person:	Paul Bradley	Prepared By:	Robin Clevenger
Phone:	817-426-9075	Phone:	281-516-9800 x201
Fax:		Fax:	
Email:	pbradley@burlesontx.com	Email:	robin@vistacomtx.com

Catalog / Price Sheet Name:	RP07-20
General Description of Product:	Eventide Recorder

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Media Works	833	833
1	Motorola Vesta NG911 Call Recording Bundle	8370	8370
1	ANI/ALI	2927	2927
1	Integration to Motorola ASTRO P25	12557	12557
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			24687

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:	0

Delivery Date: 8/30/2022

D. Total Purchase Price (A+B+C):

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-911960

Date Filed:
07/19/2022

Date Acknowledged:

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

Vista Com
Houston, 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.

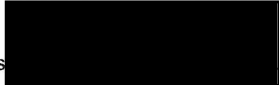
HGAC RP07-20
Eventide Recorder

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 Robin Clevenger, and my date of birth is 

My address is 12500 Barker Cypress, Cypress, Tx, 77429, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Tx, on the 19 day of July, 2022.
(month) (year)

Robin Clevenger
Signature of authorized agent of contracting business entity
(Declarant)

Sales Quotation

500 W. Monroe St. Ste., 4400, Chicago, IL 60661-37

Quote #: **BUR07152022-1**

Prepared By: **Casey Moore**

Phone: **817-368-8683**

PREPARED FOR :	Paul Bradley	Bill To	Ship to
COMPANY :	City of Burleson TX	Address:	Address:
PHONE :			

Services Details and Pricing

<u>Qty.</u>	<u>Description</u>	<u>Sale Price</u>
1	<p>Services - Configure the existing control room CEN firewall to support communication between the City's existing Archiving Interface Server (AIS) and City's logging server. This also includes reconfiguring the AIS to remove the existing connection to the NICE IP logging recorder.</p>	\$ 10,625.00

Motorola's responsibilities include the following:

- Configuration of the control room CEN firewall and AIS.
- Schedule the configuration work with the City of Burleson
- Coordinate the activities of all Motorola personnel under this contract.
- Administer safe work procedures for installation.
- Once firewall is reconfigured, verify connectivity between AIS and external IP address on Firewall.
- Provide access to the AIS for logging vendor to install thin client / application.

Customer responsibilities:

- Provide access to equipment room / facilities.
- Provide IP addresses for customer networking equipment / logging IP recorder.

Notes:

- Demarcation point for provided services will be customer facing side of the control room CEN firewall.
- The City of Burelson is responsible for configuring and testing the new logging solution.

QUOTE PAGE TOTAL

\$ 10,625.00

* Based on DIR-TSO-4101

*Quote valid until 09-15-2022

Quote #: Q-101841**Primary Quoted Solution:** ONESolution PS**Quote expires on:** September 21, 2022**Quote prepared for:**

Paul Bradley

Burleson Police Department

1161 SW. Wilshire Blvd.

Burleson, TX 76028

(817) 426-9075

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	ONESolution Eventide Recorder Interface License Fee	1	8,000.00	8,000.00
Software Total				8,000.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	585.00
2.	Public Safety Technical Services - Fixed Fee	2,340.00
Services Total		2,925.00 USD

QUOTE SUMMARY

Software Subtotal

8,000.00 USD

Services Subtotal

2,925.00 USD

Quote Subtotal

10,925.00 USD

Quote Total**10,925.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	1,600.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Burleson Police Department

Signature: _____

Name: _____

Date: _____

Title: _____

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Parks and Recreation Director
MEETING: August 1, 2022

SUBJECT:

Consider approval of a 5-year grazing lease with Bryan Voegele at Russell Farm Art Center.
(Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

Russell Farm Art Center is a 30-acre historic park within the Burleson Parks and Recreation department. The farm features several historic facilities, contemporary art items, a community garden, and a variety of recreation programs. The farm also houses a variety of animals that are used for educational purposes.

Bryan Voegele has requested a grazing lease agreement at Russell Farm Art Center. Staff has worked with the city attorney to develop agreeable terms for the lease agreement. The agreement will allow the lessee (Bryan Voegele) to utilize specified farm property for up to eight cattle. The lessee will be responsible for all livestock needs with the exception of farm donkeys and chickens. This includes veterinary and feed expenses. The lessee has also agreed to allow cattle to be used for Russell Farm educational programming purposes.

OPTIONS:

- 1) Approve grazing lease agreement.
- 2) Approve with changes.
- 3) Direct staff not to proceed with grazing lease agreement.

RECOMMENDATION:

Approve grazing lease agreement

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

n/a

FISCAL IMPACT:

There is no fiscal impact.

STAFF CONTACT:

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

An aerial photograph of a rural landscape. In the foreground, a tall metal windmill stands on a grassy field. To its right, a large green tree is partially visible. In the background, there are rolling green hills, a red barn, and a small white building with a blue roof. The sky is blue with scattered white clouds.

Russell Farm Art Center Update

Grazing Lease Agreement
City Council- August 1
Staff Presenter: Jen Basham

Agenda

- 1 Background
- 2 Contractual Agreement Overview
- 3 Options



Background



- Russell Farm Art Center is a 30-acre historic park. The Farm features several historic facilities, contemporary art items, a community garden, and a variety of recreation programs.
- The Farm also houses a variety of animals that are used for educational purposes.
Current: Four donkeys and 15 chickens
- Agreement has been reviewed and recommended for approval by the Boren family.

Contractual Agreement Overview

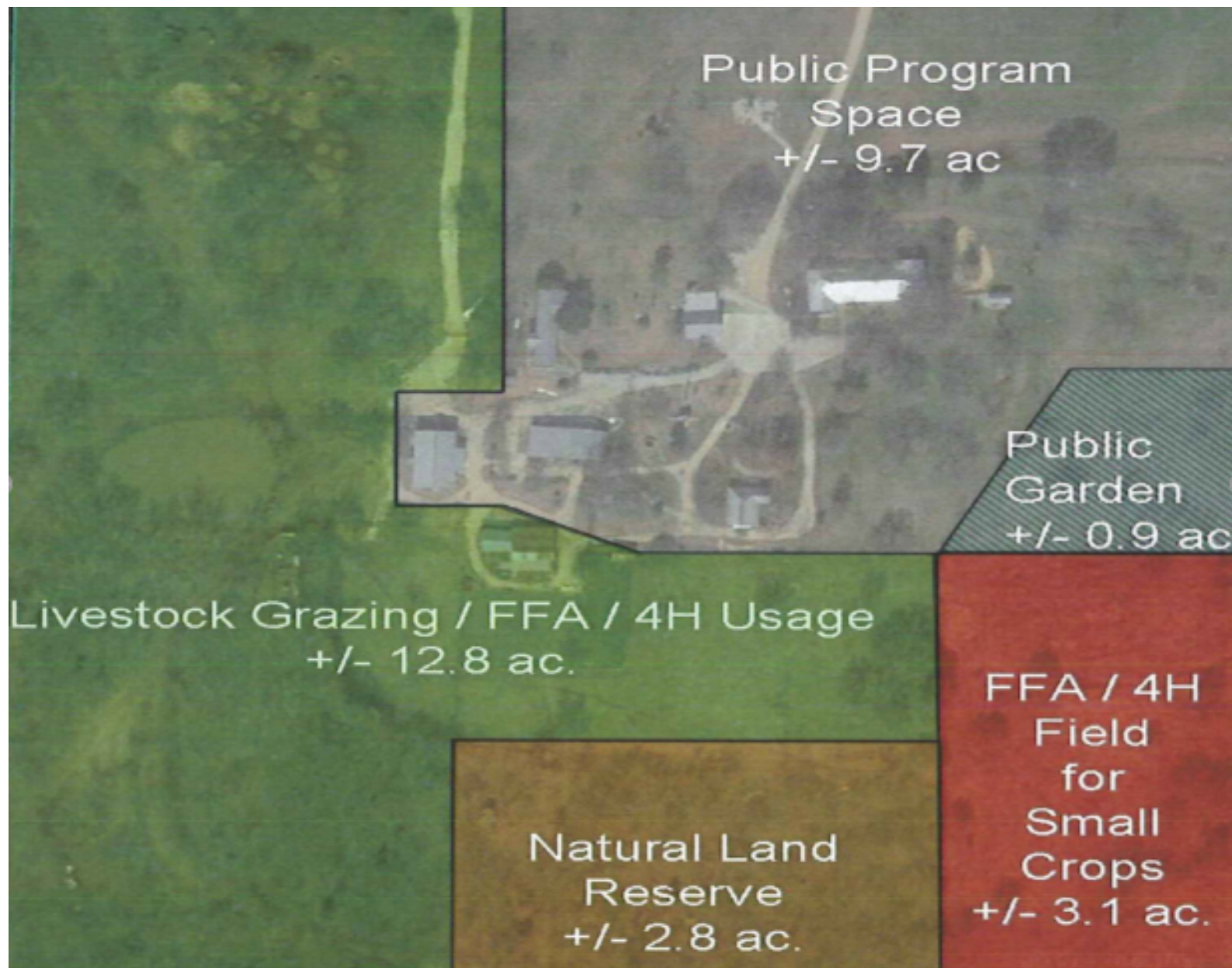
- **Key Items**

1. Agreement will allow lessees (Bryan Voegele) to utilize specified Farm property for up to eight cattle.
2. Terms: Lease shall be for a one (1) year term. Upon expiration, providing a termination has not been pursued, the lease shall automatically renew for four (4) additional one (1) year Renewal terms. There is also a (30) day notice termination clause built into lease.

- **Benefits of Agreement**

1. Lessees will be responsible for all livestock needs with the exception of Farm donkeys and chickens. This includes veterinary and feed expenses.
2. Lessees have also agreed to allow cattle to be used for Russell Farm educational programming purposes.





Area Map of Livestock Grazing Area

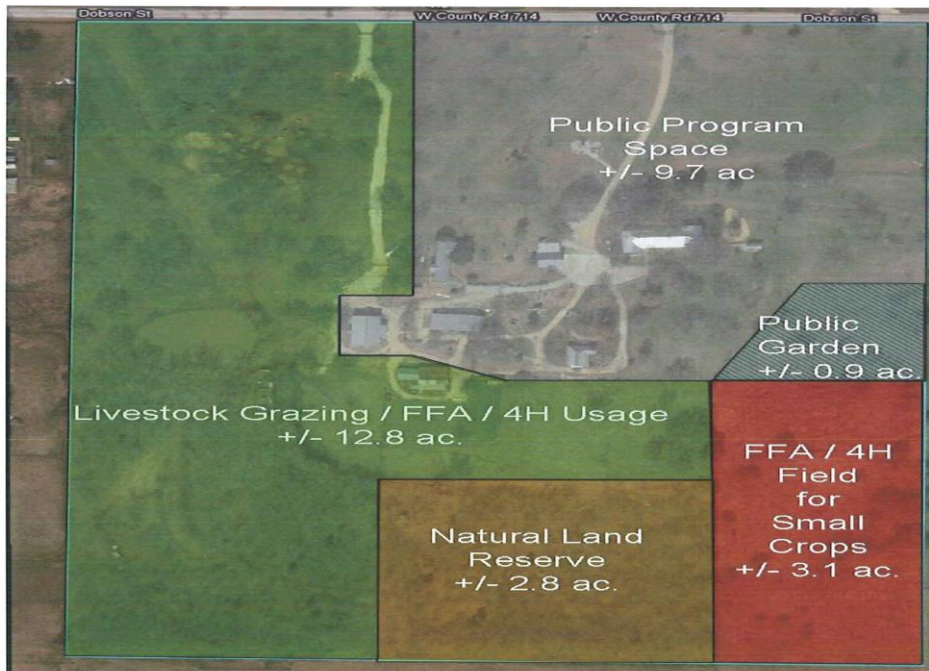


Options

STAFF RECOMMENDATION

- ① Approve Grazing Livestock Lease Agreement
- ② Approve with Changes
- ③ Direct staff not to proceed with Grazing Livestock Lease Agreement

Attachment B
Conceptual Land Use Plan for Russell Farms



GRAZING LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This Grazing Lease (this "Lease") is made and entered this 1st day of August, 2022, by and between PARTIES, the City of Burleson, Texas, a Texas Municipal Corporation ("Lessor") and Bryan Voegelé, a resident of Burleson, Texas ("Lessee"). In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor and Lessee, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain tract of land situated in the City of Burleson, Johnson County, Texas, containing approximately 12.8 acres located off Dobson Street (W. County Road 714), Burleson, Texas, adjacent to Russell Farm, and more particularly described as in the shaded green portion entitled "Livestock Grazing/FFA/4H Usage" of the aerial photograph attached as Exhibit "A", attached hereto and made a part hereof for all purposes (the "Premises").

1. **TERM.** This Lease shall be for one (1) year term beginning on August 1, 2022, and ending on August 1, 2023 ("Initial Term"). Upon the expiration of the Initial Term of this Lease, provided this Lease has not been previously terminated pursuant the provisions of this Lease as may be set forth elsewhere herein, this Lease shall automatically renew for four (4) additional one (1) year Renewal Terms, unless on or before thirty (30) days prior to the then current Expiration Date of this Lease, either party has given notice of such party's intention not to renew this Lease for an additional one (1) year Renewal Term. The Initial Term and Renewal Term are hereby collectively referred to herein as the "Term".
2. **RENT.** Lessor agrees to lease the Premises to Lessee for and in consideration of Lessee's maintaining the property so that the grass/vegetation does not grow above the height of 24 inches and Lessee's compliance with the provisions established in this Grazing Lease Agreement. In addition to the above consideration, Lessee agrees to pay Lessor \$100.00 in rent annually. Lessee shall pay Lessor rent for the entire year on August 1st each year.
3. **FENCING.** Lessee shall maintain the fence and gates around the Premises.
4. **NO HAZARDOUS MATERIALS.** Lessee shall not permit any Hazardous Materials (as such term is hereinafter defined) to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises. As used herein "Hazardous Materials" mean (a) any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls, and radon gas, (b) any chemicals, materials, or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under applicable law, and (c) any other chemical, material, or substance which is in any way regulated by applicable law.

5. USE OF PREMISES.

- (a) Lessee shall use the Premises solely for the purposes of grazing cattle and shall use the Premises for no other purpose. Lessee shall not keep more than eight (8) cows on the Premises.
- (b) Lessee agrees to rotate the animals and move them to an alternate grazing location when the grass is grazed out, to give the land a rest and allow the grass to re-grow.
- (c) Lessee agrees to feed cow's nutritional supplements as needed to maintain consistent growth and general health specifically in winter and summer months consistent with industry standards and best practices.

6. USE OF PREMISES BY LESSOR. Notwithstanding anything to the contrary herein, Lessee and Lessor agree that Lessor shall have the right to use the Premises occasionally to maintain the Premises. (Lessee is allowed on premises to feed and water their designated animals. Lessee must notify staff upon arrival to Russell Farm during off hours.

7. COMPLIANCE WITH ORDINANCES. Lessee agrees to comply with all City Ordinances, especially sections relating to livestock, animal nuisances, and sanitary conditions.

8. MAINTENANCE, REPAIR AND SURRENDER. At the termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor, in the state of repair and condition comparable to the state of repair and condition as at the time Lessor delivered possession thereof to Lessee, reasonable wear and tear excepted. Specifically, without limitation, any damage to fences occurring during the course of this Lease shall be repaired by Lessee. Lessor shall have no obligation whatsoever to perform any maintenance, repairs or other services in connection with the Premises or this Lease.

9. UTILITIES; TAXES. Lessee shall pay for all utilities, including electricity, used by Lessee at the Premises.

10. USE OF LIVESTOCK AND ANIMALS BY CITY. Lessee agrees that Lessor may use the cattle on the premises for education purposes related to the Russell Farm Art Center. Lessee and Lessor will work in good faith to practically effectuate the terms of this section.

11. INSURANCE: Throughout the term of this Lease, Lessee shall carry and maintain, at Lessee's sole cost and expense, general liability insurance of an "occurrence" type against all claims, arising out of liability of Lessee for injury to persons or property damage occurring in or about the Premises or arising out of the use or occupancy thereof, at minimum combined single limit of \$1,000,000.00 each occurrence and \$1,000,000.00 as a general aggregate. General liability must be endorsed to include the City of Burleson named as Additional Insured on the policy and a Certificate of Insurance must be attached to this Agreement and it must identify the name of the insurance carrier, policy number and expiration date and limits of liability and deductible.

12. INDEMNIFICATION. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, DAMAGES, SUIT OR EXPENSES OF EVERY KIND (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, ACCOUNTANTS' FEES, COURT COSTS AND INTEREST) RESULTING OR ARISING FROM ANY AND ALL INJURIES TO, INCLUDING DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY THE OCCUPANCY OF THE PREMISES BY LESSEE AND/OR THE ACTS OR OMISSIONS OF LESSEE OR LESSEE'S AGENTS, EMPLOYEES OR CONTRACTORS. The terms of this provision shall survive the termination of this Lease Agreement.
13. DEFAULT. In the event Lessee fails to perform any or all of its obligations set forth in this Lease, Lessor shall give Lessee ten (10) days to cure any defect and Lessor may terminate this Lease if Lessee fails to cure the defect or to perform its Lease obligations.
14. MECHANICS LIENS. Lessee shall not permit any mechanic's liens to be filed against the Premises or Lessee's leasehold interest herein, and Lessee shall cause any such liens arising or alleged to arise as a result of Lessee's activities in the Premises to be paid and released of record without cost to Lessor within thirty (30) days following delivery by Lessor to Lessee of written notice regarding the existence of any such lien.
15. INSPECTION BY LESSOR. Lessor and Lessor's agents shall have the right to enter into and on the Premises at any reasonable time for the purpose of inspecting the Premises.
16. ASSIGNMENT AND SUBLEASE. Lessee may not assign this Lease or sublet any portion of the Premises without the prior written consent of Lessor.
17. ACCEPTANCE OF PREMISES; DISCLAIMER. LESSOR AND LESSEE RECOGNIZE, STIPULATE AND AGREE THAT LESSEE HAS ACCEPTED THE PREMISES IN ITS CURRENT "AS-IS", WHERE-IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY, REPRESENTATION, EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES, WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE.
18. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

19. TERMINATION. This Lease Agreement may be terminated by either party upon at least thirty (30) days' prior written notice to the other party. If either party terminates this Lease Agreement prior to the completion of a full year, and Lessee has paid to Lessor the annual rent provided in Article 2 for the year, Lessee shall be entitled to a prorated refund of the annual rent calculated on a monthly basis. Both parties agree that for purposes of the calculation, a partial month of use shall be considered to be the same as a full month of use.

20. MISCELLANEOUS.

- (a) All notices and correspondence under this Lease shall be given by certified or registered mail to the parties at the following addresses:

If to Lessor:
City of Burleson
Attention: City Manager
141 W. Renfro
Burleson, Texas 76028

If to Lessee:
Bryan Voegele
155 Lace Lane
Burleson, TX 76028

- (b) This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
- (c) In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease.
- (d) This Lease shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, between the parties and no amendment, modification, or alteration of the terms hereof shall be binding upon the parties unless the same is in writing, dated after this Agreement and duly executed by both Lessor and Lessee.
- (e) This Lease shall be governed by the laws of the State of Texas and venue for any lawsuit involving this Lease shall be in Johnson County, Texas.
- (f) Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties other than the relationship of Lessor and Lessee.
- (g) Nothing contained in this Lease shall be construed as a waiver of the Lessor's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the Lessor by law, except to the extent expressly provided or necessarily implied herein.


This Lease is executed effective this _____ day of _____, 2022.

LESSOR:

CITY OF BURLESON

By: _____
Printed Name: Bryan Langley
Title: City Manager

LESSEE:

By:  _____
Printed Name: Bryan Voegele

City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: August 1, 2022

SUBJECT:

Consider a resolution adopting the Fiscal Year 2022-2023 Economic Development Strategic Plan. (*Staff contact: Alex Philips, Economic Development Director*)

SUMMARY:

On June 2, 2022 the City Council received a work session presentation regarding the Economic Development Strategic Plan. Direction was given to move forward with a formal policy document outlining the key focus areas and objections to accomplish strategic economic development goals.

The following focus areas and objectives were derived from an analysis of local demographics, Council priorities, the City's Strategic Plan, Master Plans and Council's direction at the June 2, 2022 meeting:

- Key Focus Area #1: Industrial Growth
 - Objective 1 – Work with private industry and development partners to continue expansion of the HighPoint Business Park
 - Objective 2 – Identify potential locations to create a new industrial park
 - Objective 3 - Partner with development community to create additional industrial and commercial businesses
 - Objective 4 - Expand the Burleson Works program to create a highly trained workforce available
- Key Focus Area #2: Office Park Growth
 - Objective 1 – Identify locations where new office space can be constructed
 - Objective 2 – Develop opportunities to expand businesses in the Healthcare, Technology, Engineering, and Business Management fields
 - Objective 3 - Develop a concept plan and incentive policy for newly created Hooper Business Park
 - Objective 4 - Identify local entrepreneurs and small businesses equipped to grow and relocate to office park environment
- Key Focus Area #3: Retail Recruitment
 - Objective 1 - Develop list of potential sites for future retail development

- Objective 2 - Create incentive policy framework for new to market retail opportunities
- Objective 3 - Develop and maintain strategic data resources necessary to attract and support businesses and for utilization by City departments
- Objective 4 - Identify local entrepreneurs and home based businesses equipped to grow and relocate to brick and mortar locations

Four strategic initiatives are also proposed to help track the success of the strategic plan:

- Initiative #1: Increase average annual wage by 15 percent (from \$50,922 to \$59,000) by 2024
- Initiative #2: Increase percentage of jobs paying \$75,000 or more annually from 10% to 12% (383 jobs) by 2024
- Initiative #3: Add 15 percent taxable appraised value for commercial and industrial development by 2024
- Initiative #4: Increase sales tax per capita by 5% (from \$490 to \$516) by 2024

OPTIONS:

- 1) Approve the Economic Development Strategic Plan as presented
- 2) Deny the Economic Development Strategic Plan

RECOMMENDATION:

Staff recommends approval of the Economic Development Strategic Plan

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

On June 2, 2022 the City Council received a work session presentation regarding the Economic Development Strategic Plan.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Economic Development

Strategic Plan

Burleson 4A Economic Development Corporation

Our mission is to create and foster opportunities for the expansion and diversification of the local economy



Strategic Plan

This presentation will outline the Economic Development plan for the future



Data Analysis

Examine demographics and data points from comparable communities



Objectives

Identify trends and areas for growth



Recommendations

Staff plan to move forward



Burleson Demographics

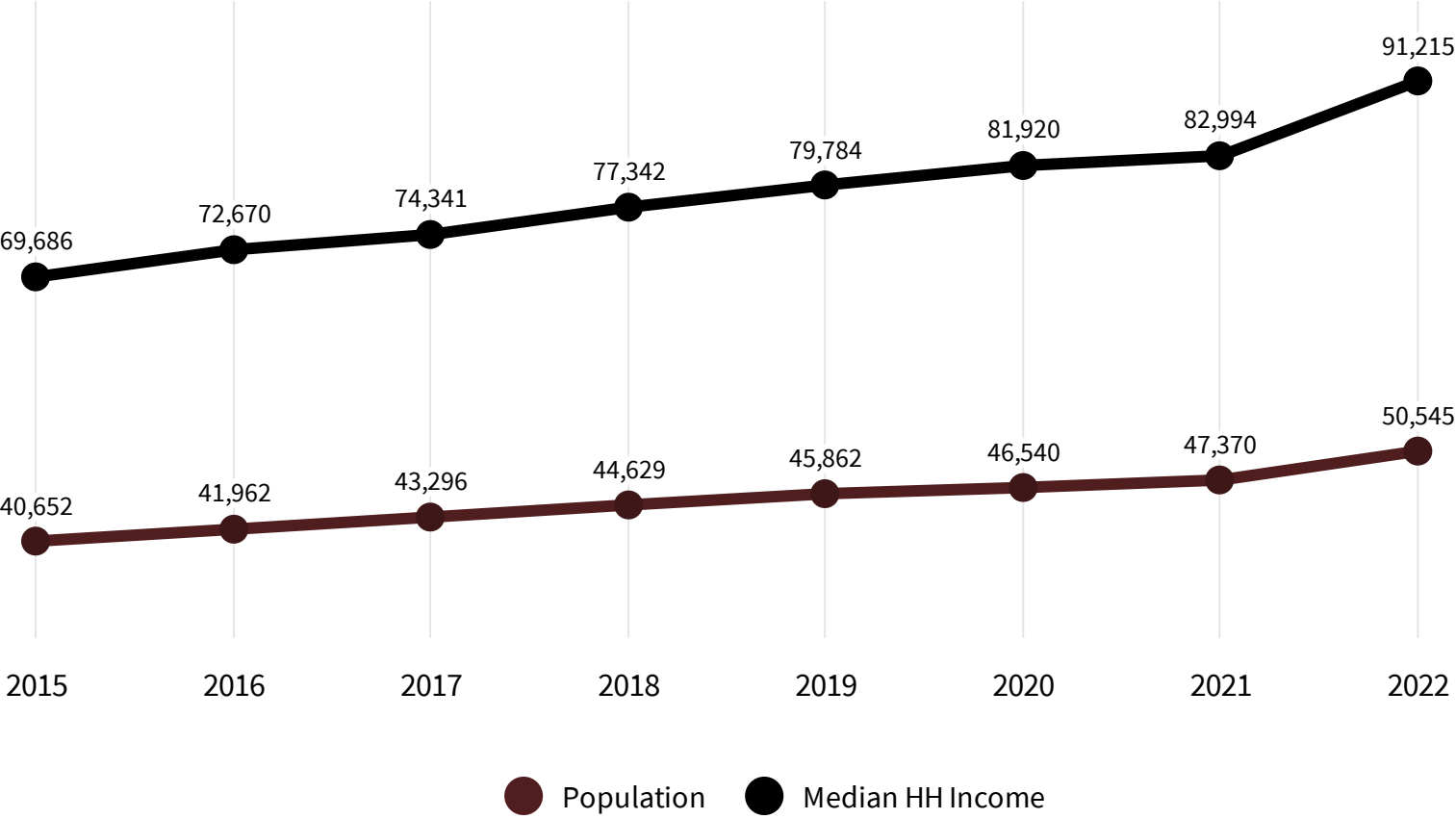
2022 By the Numbers

Population	50,545
2027 Population est.	54,021
Growth 2022-2027	6.88%
Median Age	35.2
Households	17,318
Median Household Income	\$91,215
Daytime Workers	20,228
Sales Tax (2021)	\$24.82 Million

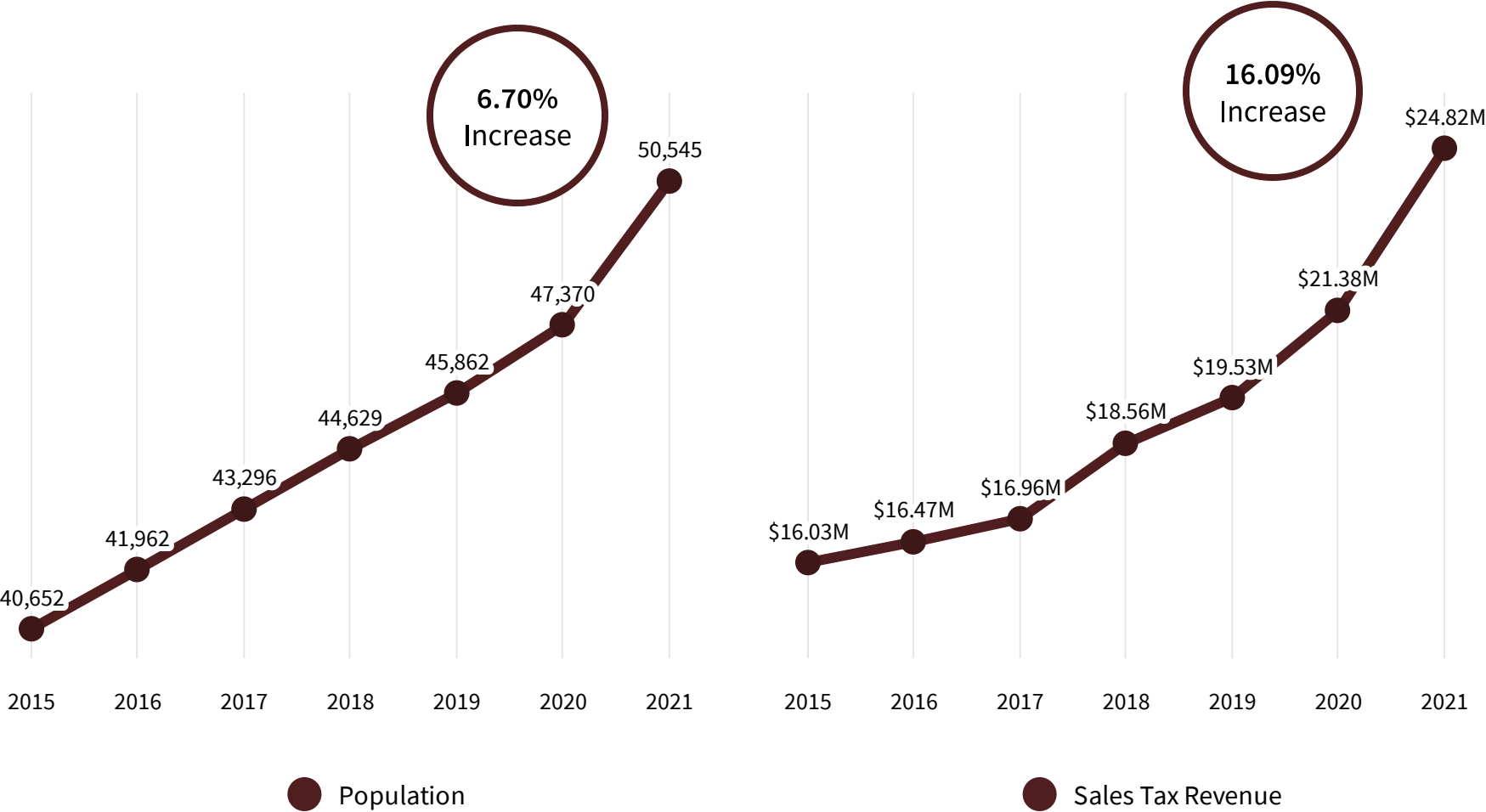


Source: ESRI

Population trends and Income

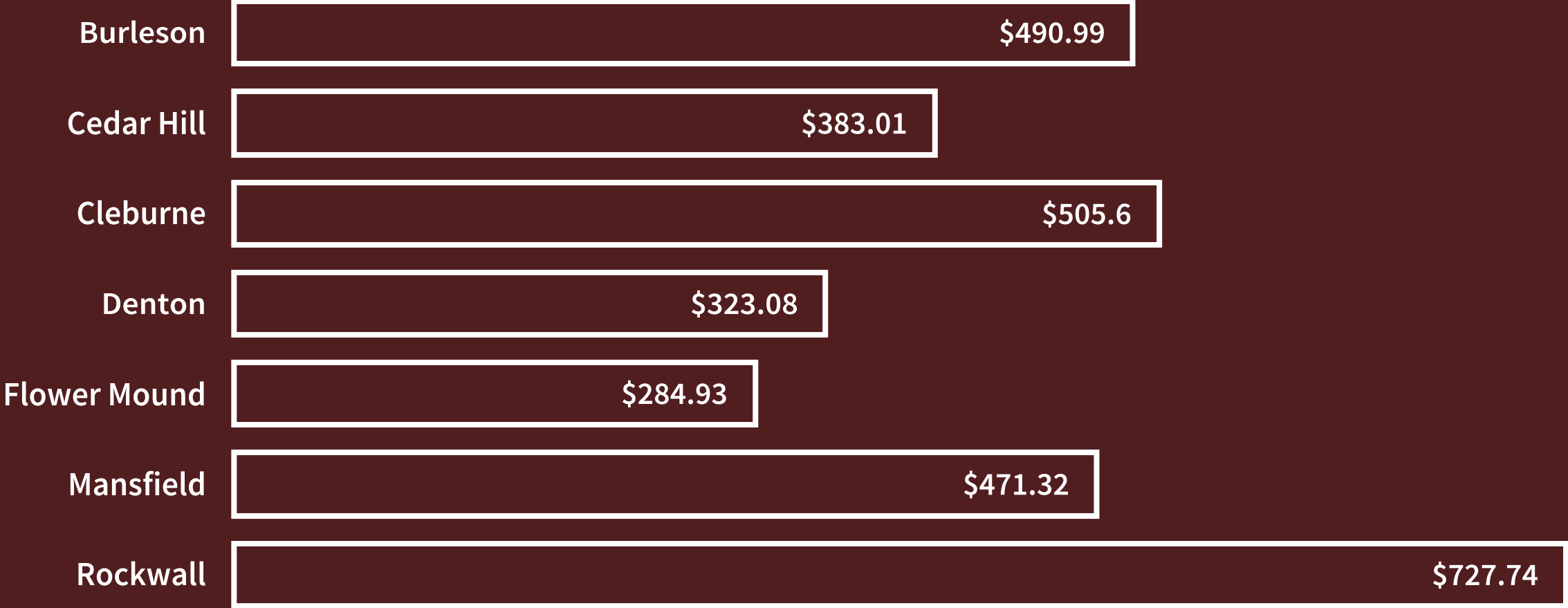


Population trends and Sales Tax



Sales Tax Per Capita Comparison

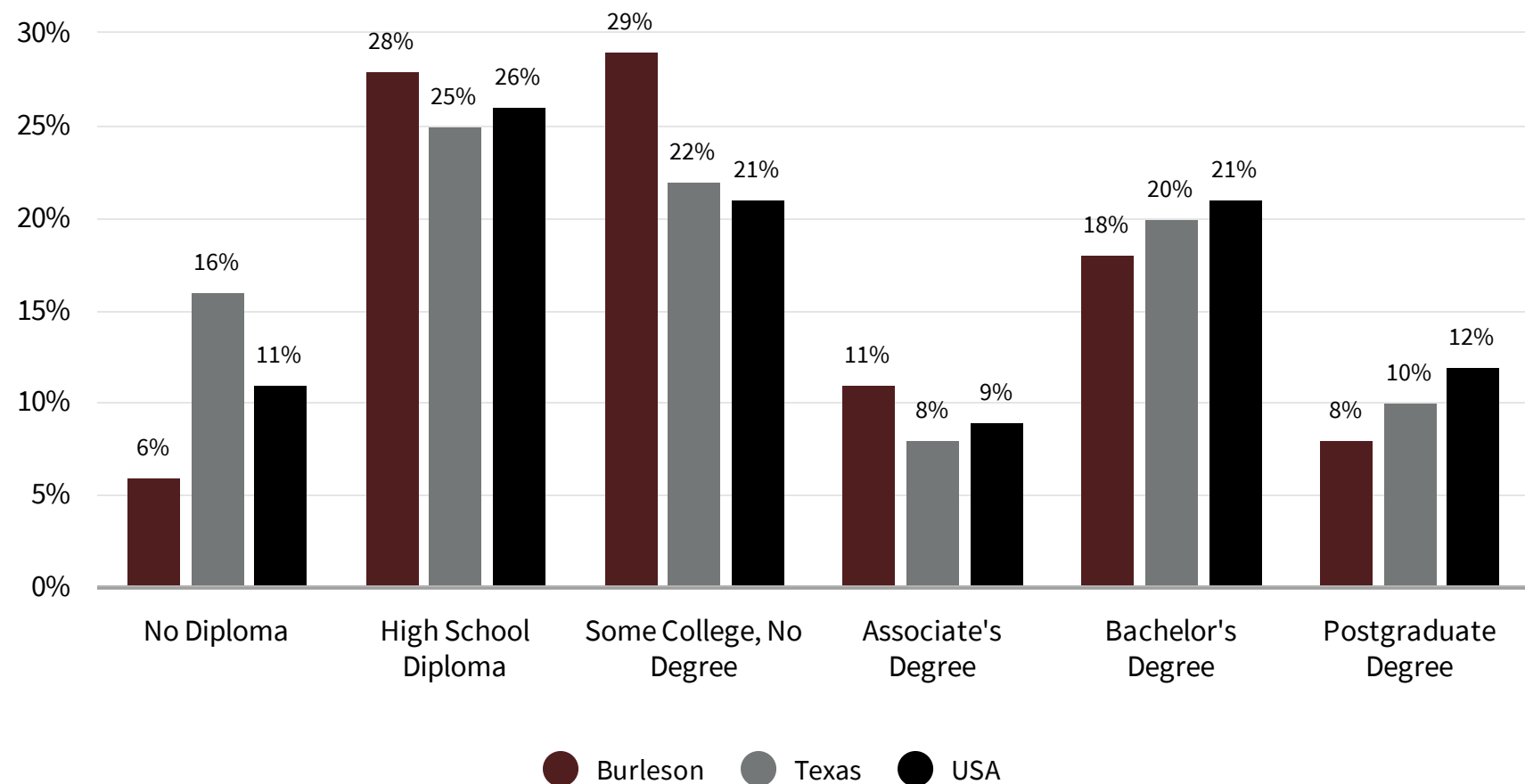
2021
Calendar Year



Comparable Communities

	Population	Median HH Income	Post HS Attainment	Cost of Living Index
Burleson	50,545	\$91,215	65.5%	93.4
Cedar Hill	48,560	\$72,463	67.2%	101.8
Cleburne	30,289	\$50,848	43.8%	92.9
Denton	136,195	\$60,018	72.0%	111
Flower Mound	76,555	\$137,285	87.2%	106.6
Mansfield	69,557	\$99,510	79.3%	97.7
Rockwall	44,101	\$95,653	78.4%	109.9
Texas	28,260,856	\$61,874	60.1%	93.9
USA	-	\$62,843	63.3%	100.0

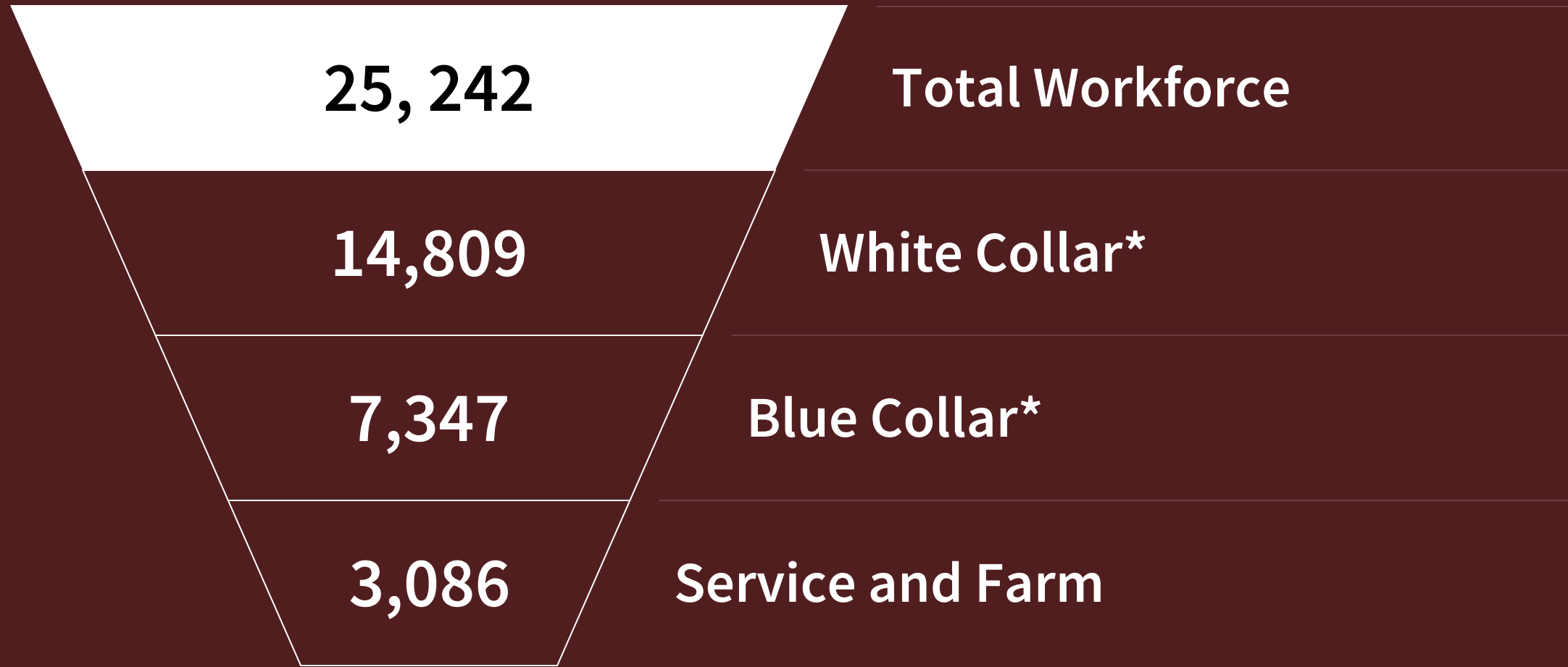
Highest Level of Educational Attainment



38.5%

Increase in Burleson residents with at least a Bachelor's Degree since 2011

Burleson Resident Workforce Breakdown



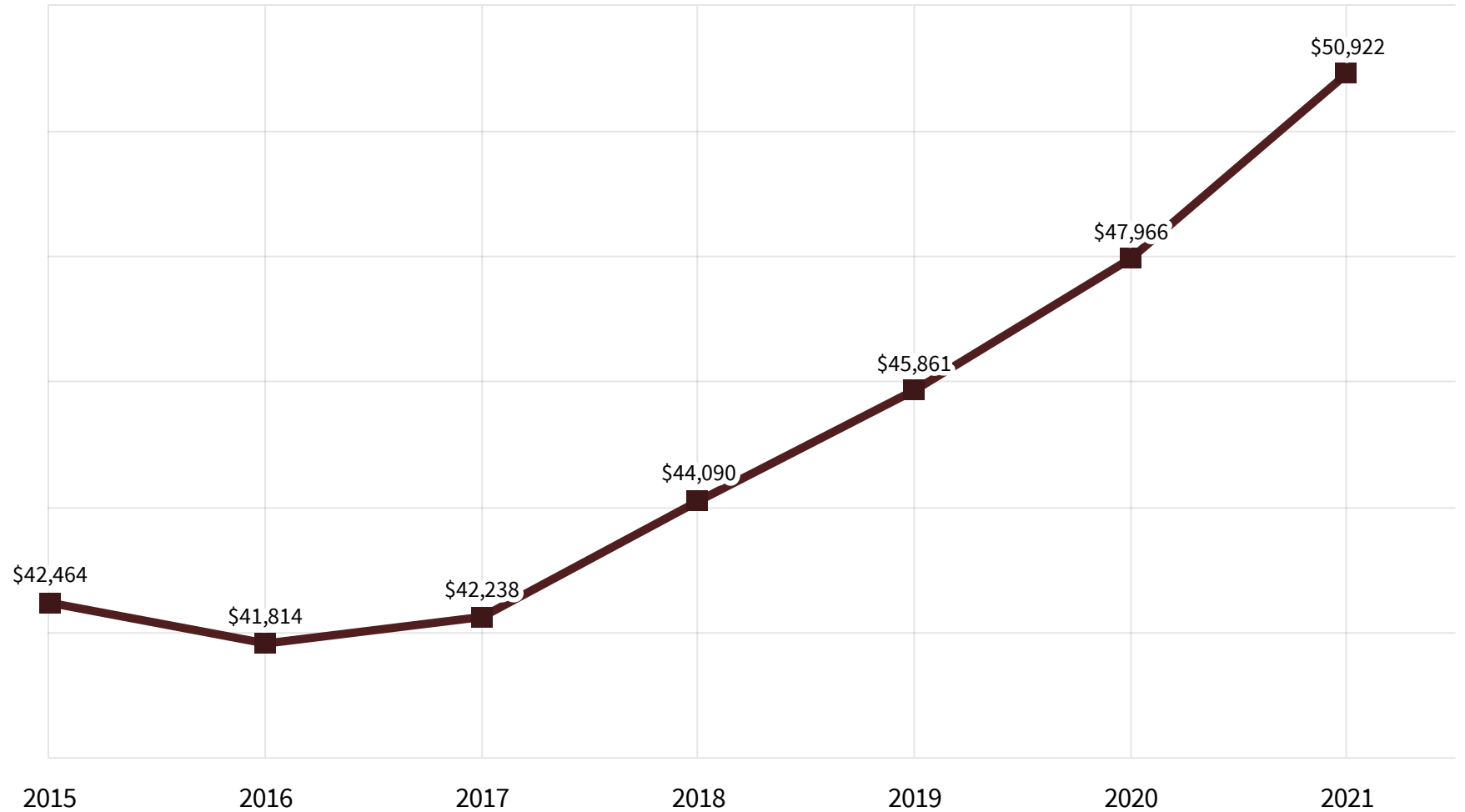
19.9%

INCREASE SINCE 2015

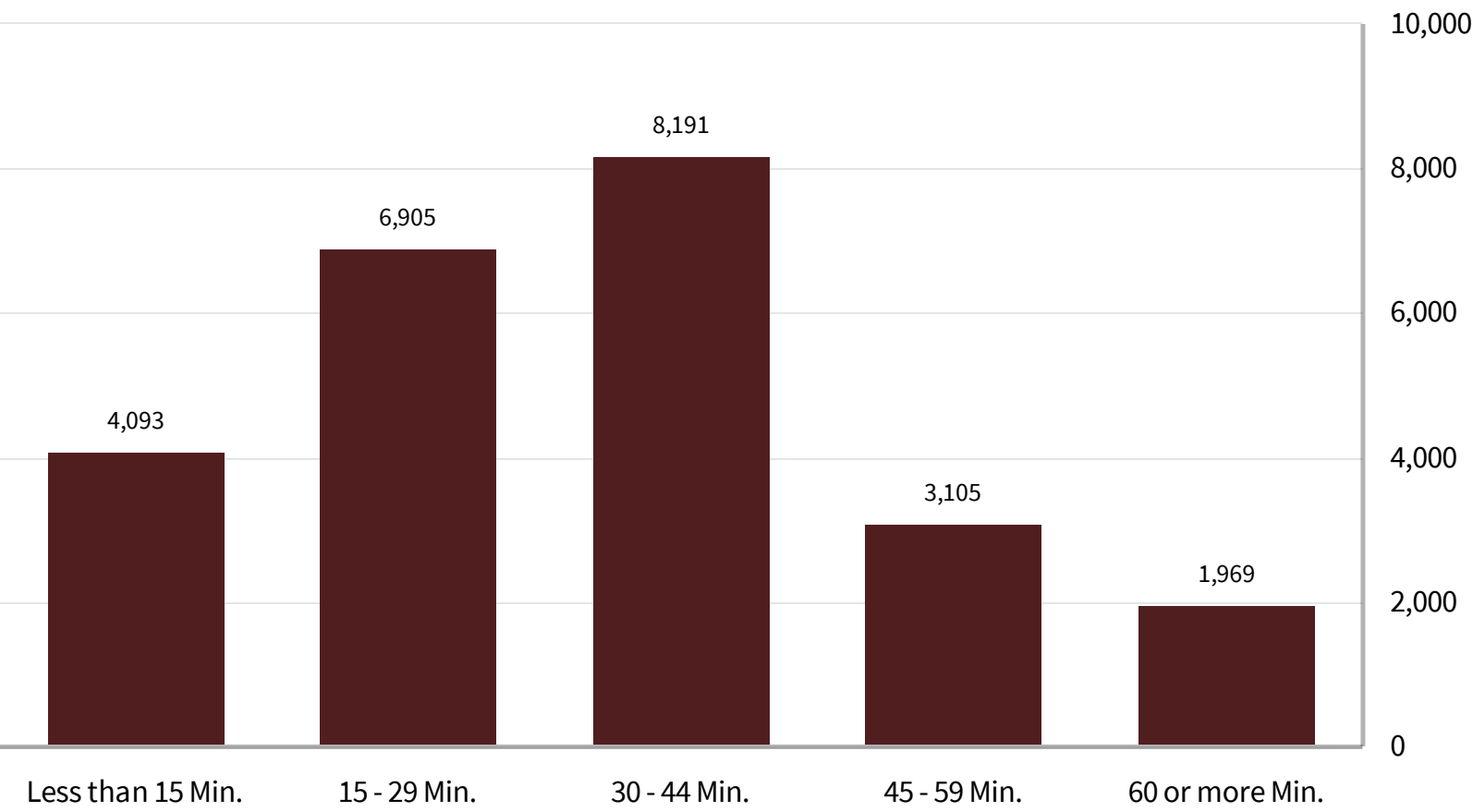
30.9%

INCREASE IN MEDIAN
HOUSEHOLD INCOME
SINCE 2015 (BURLESON
RESIDENTS)

Average Annual Wages
Jobs within City of Burleson



Worker Travel Time



33 Min.

AVG. COMMUTE



Source: ESRI



Demographic Takeaways

- Resident median household income is relatively high
- Educational attainment is slightly behind TX and US averages
- Strong “White Collar” workforce
- Majority of residents work outside of the City

Potential Occupation Gaps:

- Business/Management
- Healthcare
- Computer Science/Information Technology
- Engineering

Success Story

HighPoint Business Park

\$9.3 million invested into 91.6 acres in 4A land purchase, and had been expanded to 230 acres by private development

- Over 700 jobs created
- \$150 million added value on tax rolls
- \$3 million sales tax collected
- \$18 million twenty year return

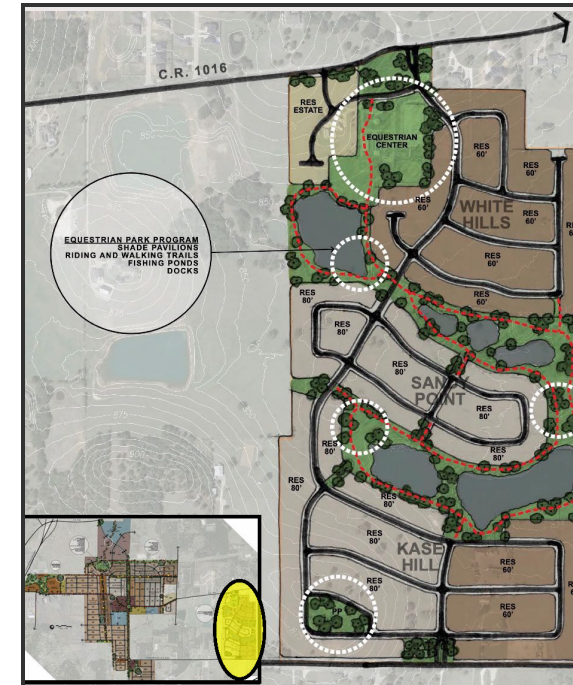
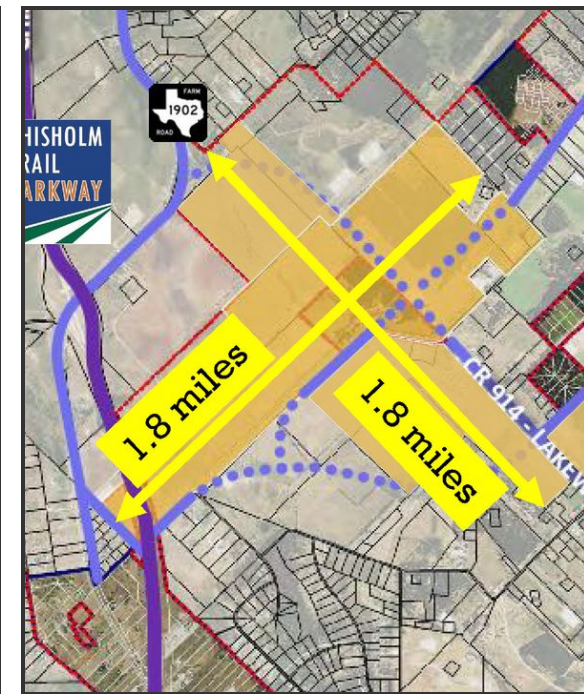
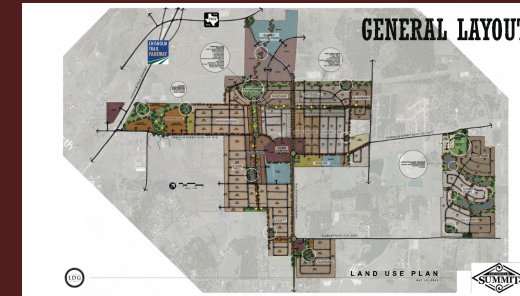


Success Story

Chisholm Summit

Chisholm Summit is Burleson's first Master Planned Community from developer RA Development located adjacent to Hooper Business Park

- Approximately 915 Acres
- Over 3100 Residential Units
- \$1.15 Billion Added to Tax Value
- The City receives \$1.66 for every dollar of expenditures
- \$3.3 Million net benefit per year at build-out

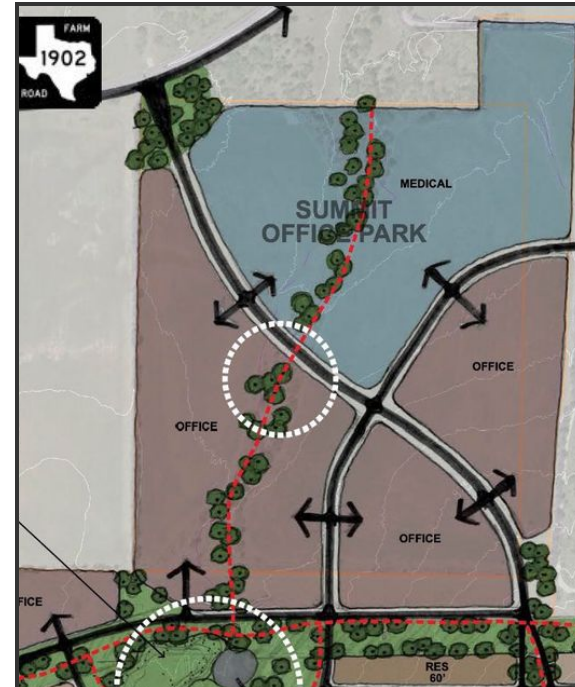


Success Story

Hooper Business Park

Hooper Business Park is a national/regional corporate office park conveniently located near the Chisholm Trail Parkway and will be the home of various medical and professional office tenants

- Approximately 102 Acres
- Funded by 4A funds and supports Chisholm Summit Infrastructure
- Designed to achieve the goal of raising local wages



Success Story

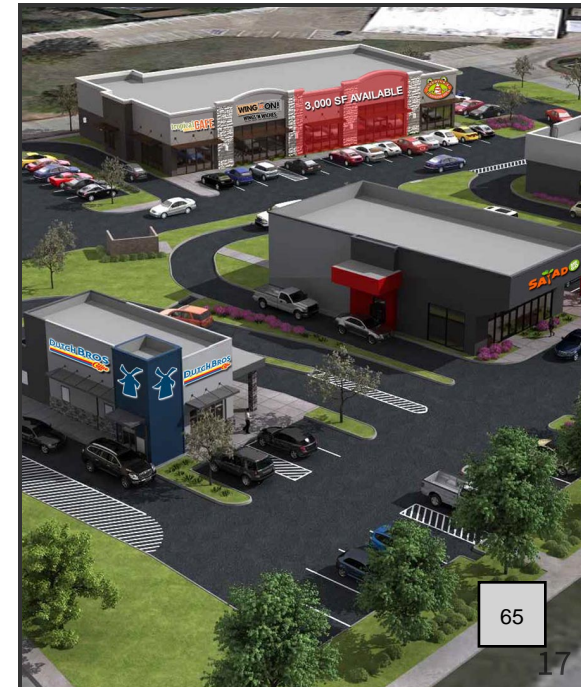
New to Market Retail Recruitment

The EDC strives to identify and recruit new to market retailers that fit the culture and standards of our growing community

- Heim BBQ
- Razzoo's Cajun Cafe
- Alley Cats
- Burleson Village

Includes; Dutch Bros., Chipotle, Salad and Go, Wing It On and Tropical Smoothie Cafe

Coming 2023



Key Focus Areas



Increase Industrial Growth

Expand existing HPBP or identify new industrial locations

Partnership to provide educational opportunities to support growing industries



Pursue Office Park Opportunities

Identify and recruit medical and professional office tenants for the new Hooper Business Park

Target tenants that will grow the annual wage of Burleson jobs



Expand Retail Recruitment

Continue to target and recruit new to market retailers/restaurants our residents desire

Redevelop key corridors; SH174/Wilshire & Hidden Creek

Policy Recommendation

Strategic Initiatives to support mission and vision

Strategic Initiative #1

Increase average annual wage by 15 percent (from \$50,922 to \$59,000) by 2024

Strategic Initiative #2

Increase percentage of jobs paying \$75,000 or more annually from 10% to 12% (383 additional jobs) by 2024

Strategic Initiative #3

Add 15 percent taxable appraised value for commercial and industrial development by 2024

Strategic Initiative #4

Increase sales tax per capita by 5% (from \$490 to \$516) by 2024



4A Five Year Financial Overview

	FY 21-22 Budget	FY 21-22 Estimate	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected
Beg Fund Balance	\$ 2,443,008	\$ 2,474,805	\$ 6,531,494	\$ 10,503,694	\$ 12,573,154	\$ 13,626,345	\$ 14,747,014
Sales Tax Revenue	\$ 6,128,500	\$ 7,024,610	\$ 7,235,348	\$ 7,452,409	\$ 7,675,981	\$ 7,906,260	\$ 8,143,448
Other Revenues	\$ 213,950	\$ 1,195,435	\$ 221,399	\$ 240,990	\$ 267,644	\$ 275,674	\$ 277,589
Total Revenues	\$ 6,342,450	\$ 8,220,045	\$ 7,456,747	\$ 7,693,399	\$ 7,943,625	\$ 8,181,934	\$ 8,421,038
Personnel	\$ 272,724	\$ 272,724	\$ 282,753	\$ 293,157	\$ 303,950	\$ 315,148	\$ 326,765
Debt Service	\$ 1,990,375	\$ 1,990,375	\$ 1,826,505	\$ 3,989,764	\$ 5,226,562	\$ 5,357,495	\$ 5,346,088
380 Incentives	\$ 1,112,500	\$ 724,680	\$ 412,500	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Other Expenditures	\$ 1,115,983	\$ 1,175,577	\$ 962,789	\$ 941,018	\$ 959,923	\$ 988,622	\$ 1,009,497
Total Expenditures	\$ 4,491,582	\$ 4,163,356	\$ 3,484,547	\$ 5,623,939	\$ 6,890,435	\$ 7,061,265	\$ 7,082,350
Change in Fund Balance	\$ 1,850,868	\$ 4,056,689	\$ 3,972,200	\$ 2,069,460	\$ 1,053,191	\$ 1,120,669	\$ 1,338,688
Ending Fund Balance	\$ 4,293,876	\$ 6,531,494	\$ 10,503,694	\$ 12,573,154	\$ 13,626,345	\$ 14,747,014	\$ 16,085,702
FB % of Expenditure	95.60%	156.88%	301.44%	223.56%	197.76%	208.84%	227.12%

Questions/Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING THE ECONOMIC DEVELOPMENT STRATEGIC PLAN FOR FISCAL YEAR 2022-2023.

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

WHEREAS, the City conducted an analysis of local demographics, City Council priorities, the City’s strategic plan, and various other master plans to develop and create an economic development strategic plan; and

WHEREAS, the City Council has reviewed and desires to approve a formal economic development strategic plan for FY 2022-2023.

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

Section 1.

The economic development strategic plan for FY 2022-2023 is hereby approved. The economic development strategic plan for FY 2022-2023 is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes.

Section 2.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



ECONOMIC DEVELOPMENT STRATEGIC PLAN

for fiscal year 2022-2023

ABOUT THIS PLAN

The Economic Development Strategic Plan is a visionary document that is designed to guide the department toward advancing its mission and achieving goals and objectives.

The Strategic Plan was developed utilizing the following:

- City Council Priorities as discussed in previous city council budget work sessions
- City's adopted Vision and Mission Statements
- City's Strategic Plan FY 21-22
- Imagine Burleson Comprehensive Plan 2020 Midpoint Update
- City's Master Plans
- Evaluation of compiled data from comparable Cities



ECONOMIC DEVELOPMENT

Our mission is to create and foster opportunities for the expansion and diversification of the location economy

Key Focus Areas

AREA 1



Industrial Growth

AREA 2



Office Park Growth

AREA 3



Retail Recruitment



KEY FOCUS AREA 1: *Industrial Growth*

OBJECTIVE 1:

Work with private industry and development partners to continue expansion of the HighPoint Business Park

OBJECTIVE 2:

Identify potential locations to create a new industrial park

OBJECTIVE 3:

Partner with development community to create additional industrial and commercial businesses

OBJECTIVE 4:

Expand the Burleson Works program to create a highly trained workforce available



KEY FOCUS AREA 2: *Office Park Growth*

OBJECTIVE 1:

Identify locations where new office space can be constructed

OBJECTIVE 2:

Develop opportunities to expand businesses in the Healthcare, Technology, Engineering, and Business Management fields

OBJECTIVE 3:

Develop a concept plan and incentive policy for newly created Hooper Business Park

OBJECTIVE 4:

Identify local entrepreneurs and small businesses equipped to grow and relocate to office park environment



KEY FOCUS AREA 3: *Retail Recruitment*

OBJECTIVE 1:

Develop list of potential sites for future retail development

OBJECTIVE 2:

Create incentive policy framework for new to market retail opportunities

OBJECTIVE 3:

Develop and maintain strategic data resources necessary to attract and support businesses and for utilization by City departments

OBJECTIVE 4:

Identify local entrepreneurs and home based businesses equipped to grow and relocate to brick and mortar locations



STRATEGIC INITIATIVES:

INITIATIVE # 1:

Increase average annual wage by 15 percent
(from \$50,922 to \$59,000) by 2024

INITIATIVE # 2:

Increase percentage of jobs paying \$75,000 or
more annually from 10% to 12% (383 jobs) by 2024

INITIATIVE # 3:

Add 15 percent taxable appraised value for
commercial and industrial development by 2024

INITIATIVE # 4:

Increase sales tax per capita by 5% (from \$490 to \$516)
by 2024

City Council Regular Meeting

DEPARTMENT: Neighborhood Services

FROM: Lisa Duello, Neighborhood Services Director

MEETING: August 1, 2022

SUBJECT:

Consider approval of an ordinance amending Section 6-1 (Definitions) and 6-9 (Care and Humane Treatment of Animals) of Chapter 6, (Animal Care and Control) of the Burleson Code of Ordinances by adding definitions for Adequate shelter, Harness, Cruelly treated, Adverse weather conditions, and Properly fitted, and by modifying the manner and location a dog or other animal may be tied or tethered; making this ordinance cumulative of prior ordinances; providing a severability clause; providing for the violation of this ordinance; providing a penalty clause; and providing for an effective date. (Final Reading) (Staff Contact: Lisa Duello, Neighborhood Services Director)

SUMMARY:

City Council approved this item by a unanimous vote at the July 18, 2022 regular Council meeting.

Texas legislature recently passed Senate Bill 5 (attached) unattended Dogs res in the 87th legislative session, third special session – the Safe Outdoor Dogs Act to protect unattended dogs restrained outdoors, effective January 18, 2022.

How Senate Bill 5 protects dogs and improves public safety:

- Defines adequate shelter to protect dogs from exposure to extreme temperature, standing water and ensures the dog can stand, turn around and lie down.
- Requires access to drinkable water
- Prohibits the use of chain restraints which cause pain and injuries.
- Strikes the 24- hour waiting period so animal services and law enforcement can take immediate action for dogs in distress.

Staff is proposing to update the City of Burleson Code of Ordinance, Chapter 6, Animal Care and Control, Section 6-9 -Care and Humane Treatment of Animals, to be concurrent with state Law. The changes involve adding/modifying definitions for the following terms:

- Adequate Shelter
- Adverse weather conditions
- Harness
- Cruelly treated
- Properly fitted

Additional changes include removing all references to the use of chains and renumbering relevant sections to concur with State Law.

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

Animal Shelter Advisory Committee met on March 1, 2022 and supports the proposed changes.

OPTIONS:

- 1) Approve ordinance as presented
- 2) Approve the ordinance with modifications; or
- 3) Deny the ordinance.

RECOMMENDATION:

Approve the ordinance as presented.

Fiscal IMPACT:

N/A

STAFF CONTACT:

Lisa Duello
Neighborhood Services Director
lduello@burlesontx.com
817-426-9841

Proposed Ordinance Amendments Chapter 6 Animal Care and Control

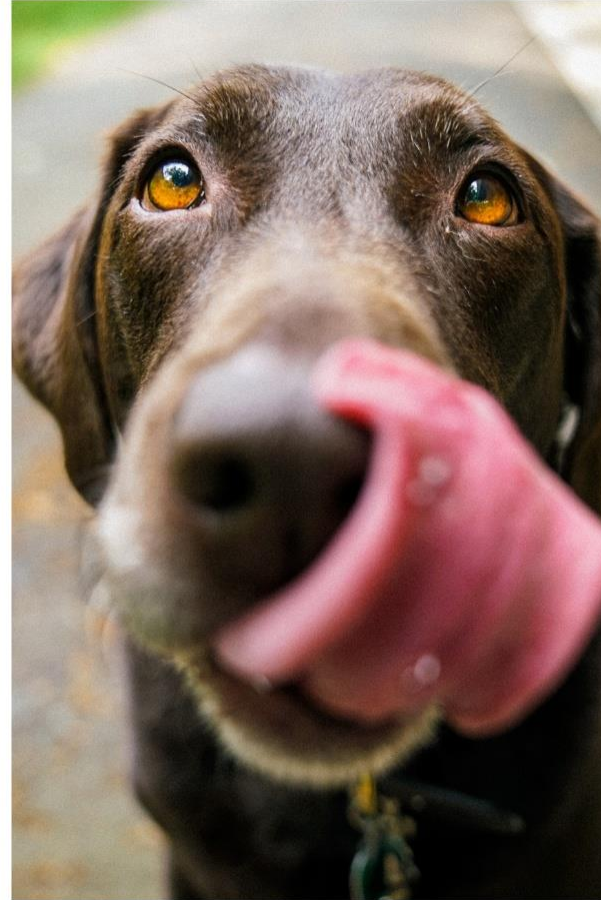
City Council
August 1, 2022
Lisa Duello, Neighborhood Services Director



Subject



Consider approval of an ordinance amending Section 6-1 (Definitions) and 6-9 (Care and Humane Treatment of Animals) of Chapter 6, (Animal Care and Control) of the Burleson Code of Ordinances by adding definitions for Adequate shelter, Harness, Cruelly treated, Adverse weather conditions, and Properly fitted, and by modifying the manner and location a dog or other animal may be tied or tethered; making this ordinance cumulative of prior ordinances; providing a severability clause; providing for the violation of this ordinance; providing a penalty clause; and providing for an effective date. (Final Reading) *(Staff Contact: Lisa Duello, Neighborhood Services Director)*



Prior input

- City Council approved the proposed Ordinance by unanimous vote at the July 18, 2022 City Council meeting
- Animal Shelter Advisory Committee met on March 1, 2022 and supports the proposed changes.



State Law Summary



- Senate Bill 5 - the Safe Outdoor Dogs Act to protect unattended dogs restrained outdoors - January 2022
- How Senate Bill 5 protects dogs and improves public safety:
 1. Defines adequate shelter to protect dogs from exposure to extreme temperature, standing water and ensures the dog can stand, turn around and lie down.
 2. Requires access to drinkable water
 3. Prohibits the use of chain restraints which cause pain and injuries.
 4. Strikes the 24- hour waiting period so animal services and law enforcement can take immediate action for dogs in distress.



Proposed amendments to Chapter 6 - update to current State Law

New Definitions- Same At State Law



- *Adequate Shelter*
- *Harness*
- *Cruelly treated*
- *Adverse weather conditions*
- *Properly fitted*



Proposed Amendments



The proposed amendments will remove all references to the use of chains.

(f) *Tying dogs and other animals.* A person commits an offense if the person ties or tethers a dog or other animal in an unenclosed front or back yard, or by a fixed point, chain, or tether so as to create, as determined by the animal control authority, an unhealthy situation for the animal or a potentially dangerous situation for a person or another animal. A person restraining a dog with a ~~chain or~~ tether shall attach the ~~chain or~~ tether to a properly fitted collar, not wrap a ~~chain or~~ tether directly around the animal's neck.



State law language incorporated proposed amendments

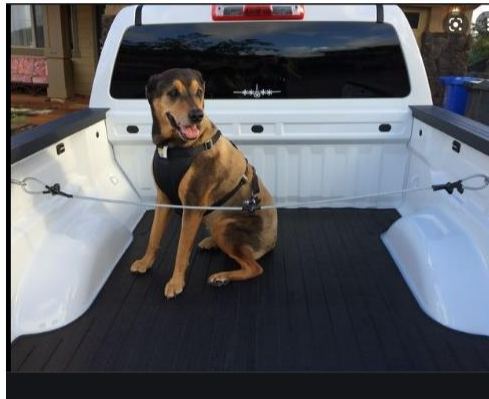
Sec. 821.102 (b) An Owner may not restrain a dog outside and unattended by use of a restraint that:

- (1) is a chain;
- (2) has weights attached;.
- (3) is shorter in length than the greater of:
 - (A) five times the length of the animal, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - (B) 10 feet; or
- (4) is attached to a collar or harness not properly fitted

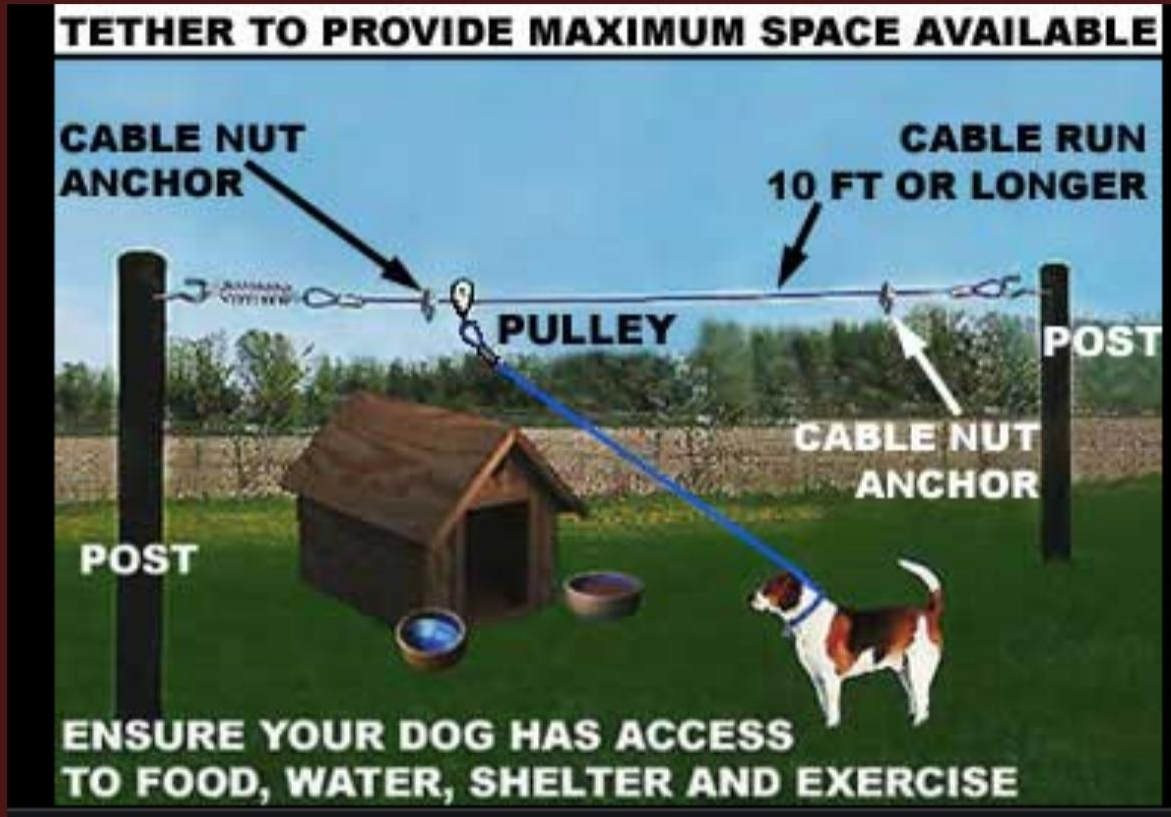


Sec. 812. 103. Exceptions. (a) Sections 821. 102 does not apply to:

- (1) the use of a restraint on a dog in a public a-camping or recreation area in compliance with the requirements of the public camping or recreational area as defined by federal, state or local authority or jurisdiction;
- (2) the use of a restraint on a dog while the owner and dog engage in, or actively train for, an activity conducted under a valid license issued by the state provided the activity is associated with the use or presence of a dog;
- (3) the use of a restraint on a dog while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock;
- (4) the use of a restraint on a dog while the owner and dog engage in conduct directly related to the business of cultivating agricultural products;
- (5) a dog left unattended in an open-air truck bed only for the time reasonably necessary for the owner to complete temporary task that requires the dog to be left unattended in the truck bed;
- (6) a dog taken by the owner, or another person with the owner's permission, from the owner's residence or property and restrained by the owner or the person for not longer that the time necessary for the owner to engage in an activity that requires the dog to be temporarily restrained; or
- (7) a dog restrained while the owner and dog are engaged in, or actively training for, hunting or field training.



Questions/Comments/





OPTIONS



Approve Ordinance as presented



Deny the ordinance



Approve the ordinance with modifications

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, AMENDING SECTIONS 6-1 (DEFINITIONS) AND 6-9 (CARE AND HUMANE TREATMENT OF ANIMALS) OF CHAPTER 6 (ANIMAL CARE AND CONTROL) OF THE BURLESON CODE OF ORDINANCES BY ADDING DEFINITIONS FOR ADEQUATE SHELTER, HARNESS, AND ADVERSE WEATHER CONDITIONS AND AMENDING THE DEFINITIONS FOR CRUELLY TREATED AND PROPERLY FITTED, AND BY MODIFYING THE MANNER AND LOCATION A DOG OR OTHER ANMINAL MAY BE TIED OR TETHERED; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council has previously adopted ordinances relative to the care and humane treatment of animals, which are codified in Chapter 6 of the Code of Ordinances of the City of Burleson, Texas; and

WHEREAS, the Texas state legislature recently passed Senate Bill 5 relating to unlawful restraint of a dog which, among other things, requires dog owners provide adequate shelter for dogs and bans the use of chains as a restraint; and

WHEREAS, the City Council now desires to amend its ordinances regarding the unlawful restraint of a dog to ensure compliance with the state law requirements; and

WHEREAS, the City Council hereby finds and determines that the regulations and amendments set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, morals, and general welfare.

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

Section 1

Section 6-1 “Definitions,” of Chapter 6 “Animal Care and Control,” of the Burleson Code of Ordinances is hereby amended to include the following without repealing or replacing any language in the Section:

“Sec. 6-1. Definitions.

Adequate Shelter shall mean a sturdy structure that (i) provides the dog protection from inclement weather and with dimensions, (ii) allows the dog while in the shelter to stand erect, sit, turn around, and lie down in a normal position, (iii) allows the dog to avoid standing water, and (iv) allows the dog to avoid exposure to excessive waste, feces, or excrement, and (v) provides shade from direct sunlight.

Adverse weather conditions includes, rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

Harness means a set of straps constructed of nylon, leather, or similar material, specifically designed to restrain or control an animal.”

Section 2.

The definition of “Cruel treatment” in Section 6-1 “Definitions,” of Chapter 6 “Animal Care and Control,” of the Burleson Code of Ordinances is hereby amended to read as follows:

“Sec. 6-1. Definitions.

Cruelly treated includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care, or shelter, cruelly confined, caused to fight with another animal, or subjected to conduct prohibited by Texas Penal Code, Section 21.09, as amended.”

Section 3.

The definition of “Properly fitted” in Section 6-1 “Definitions,” of Chapter 6 “Animal Care and Control,” of the Burleson Code of Ordinances is hereby amended to read as follows:

“Sec. 6-1. Definitions.

Properly fitted means, with respect to a collar or harness, a collar or harness that is appropriately sized for the dog or cat based the measurements and body weight of the dog or cat and does not choke the dog or cat or impede the dog’s or cat’s normal breathing or swallowing and does not cause pain or injury to an animal.”

Section 4.

Section 6-9 “Care and Humane Treatment of Animals,” of Chapter 6 “Animal Care and Control,” of the Burleson Code of Ordinances is hereby amended to read as follows:

“Sec. 6-9. Care and humane treatment of animals.

* * *

- (f) *Tying dogs and other animals.* A person commits an offense if the person ties or tethers a dog or other animal in an unenclosed front or back yard, or by a fixed point, chain, or tether so as to create, as determined by the animal control authority, an unhealthy situation for the animal or a potentially dangerous situation for a person or another animal. A person restraining a dog with a tether shall attach the tether to a properly fitted collar, not wrap a tether directly around the animal's neck.
- (1) An owner may not leave an animal outside and unattended by use of a restraint that unreasonably limits the animal's movement:
- a. Between the hours of 10:00 p.m. and 6:00 a.m.;
 - b. Within 500 feet of the premises of a school; or
 - c. In the case of extreme weather conditions, including conditions in which:
 1. The actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 2. A heat advisory has been issued by a local or state authority or jurisdiction;
or
 3. A hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.
- (2) A restrained animal must have access to potable water and adequate shelter from the elements, have a restraint that does not become entangled, and stay within the owner's property.
- (3) *Penalty.*
- a. A peace officer or animal control officer who has probable cause to believe that an owner is violating this section shall provide the owner with a written statement of that fact. The statement must be signed by the officer and plainly state the date on which and the time at which the statement is provided to the owner.
 - b. A person commits an offense if the person is provided a statement as described in subsection and fails to comply with this section within 24 hours of the time the owner is provided the statement. An offense under this section is a class C misdemeanor.
 - c. A person commits an offense if the person violates this section and has previously been convicted of an offense under this section. An offense under this subsection is a class B misdemeanor as provided in V.T.C.A., Health and Safety Code § 821.079.

- d. If a person fails to comply with this subsection with respect to more than one animal, the person's conduct with respect to each animal constitutes a separate offense.
 - e. If conduct constituting an offense under this section also constitutes an offense under any other law, the actor may be prosecuted under this section, the other law, or both.
- (4) *Hand-held leashes.* This section does not prohibit a person from walking an animal with a hand-held leash.”

Section 5.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 6.

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

Section 7.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 8.

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

Section 9.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 10.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 11.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Marketing and Communications

FROM: Collin Gregory, *Video Production Specialist*

MEETING: August 1, 2022

SUBJECT:

Consider approval of the purchase and installation of cinematography broadcasting cameras and equipment through the cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) for the Mayor Vera Calvin Plaza with Digital Resources, Inc. in the amount not to exceed \$225,000 (*Staff Contact: Collin Gregory, Video Production Specialist*)

SUMMARY:

On June 2, 2022, City Council approved the use of HOT/MOT funds to purchase broadcasting cameras and equipment for the purpose of Live Streaming events held in the Mayor Vera Calvin Plaza. Due to inflation and demands on supply, staff has moved up the purchase of the equipment to avoid any additional price increase incurred over the next three months.

OPTIONS:

- 1) Approve the purchase of broadcasting cameras and equipment with Digital Resources, Inc. to Live Stream events in the Mayor Vera Calvin Plaza in the amount not to exceed \$225,000
- 2) Deny the purchase of broadcasting cameras and equipment with Digital Resources, Inc. to Live Stream events in the Mayor Vera Calvin Plaza in the amount not to exceed \$225,000

RECOMMENDATION:

Approve the purchase of broadcasting cameras and equipment with Digital Resources, Inc. to Live Stream events in the Mayor Vera Calvin Plaza in the amount not to exceed \$225,000

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

June 2, 2022 Council approve HOT/MOT use

FISCAL IMPACT:

Budgeted Y/N: Hot/Mot
Fund Name: Support Services
Full Account #s: 105-1021-564-7406
Amount: \$225,000

STAFF CONTACT:

Collin Gregory
Video Communications Specialist
cgregory@burlesontx.com



Collin Gregory – Plaza Broadcasting Equipment

August 1, 2022

Background

- On June 2, 2022, City Council approved the use of HOT/MOT funds to purchase broadcasting cameras and equipment for the purpose of Live Streaming events held in the Mayor Vera Calvin Plaza
- Due to inflation and demands on supply, staff has moved up the purchase of the equipment from FY23-24 to the current FY22-23 so as not to incur inflated prices within the next three months.
- On July 18, 2022, City Council approved the distribution of \$225,000 from the HOT/MOT fund FY22-23 to be used to purchase broadcasting cameras and equipment for the purpose of Live Streaming events held in the Mayor Vera Calvin Plaza

Plaza Camera Broadcasting System

- Cameras are housed in a thermostatically controlled heater & blower system designed for weather conditions ranging from freezing to hot climates.
- Encased in a Polycarbonate Thermal Plastic alloy material making it durable in all conditions
- The wireless control system removes the need for boring under the plaza to run wires.
- The Broadcasting system will allow staff to broadcast all City Sponsored events in the Mayor Vera Calvin Plaza in Old Town.



Options

- Approve a contract with Digital Resources for the purchase and installation of Mayor Vera Calvin Plaza Camera and Broadcasting System (staff recommendation)
- Deny a contract with Digital Resources for the purchase and installation of Mayor Vera Calvin Plaza Camera and Broadcasting System

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Digital Resources, Inc
Southlake, TX United States

Certificate Number:
2022-912126

Date Filed:
07/19/2022

Date Acknowledged:

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

City of Burleson

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

DRI-2285
Burleson Town Center Quote

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 Wendy Bock, and my date of birth is [REDACTED].

My address is 2107 Greenbriar Dr. (street), Ste B (city), TX (state), 76092 (zip code), USA (country).

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

Executed in Tarrant County, State of TX, on the 18 day of July, 2022.
(month) (year)

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

City Council Regular Meeting

DEPARTMENT: Finance
FROM: Martin Avila, Finance Director
MEETING: August 1, 2022

SUBJECT:

Consider approval of an ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the Equipment Services Fund in the amount of \$200,000 due to increase in fuel cost, Hidden Creek Golf fund in the amount of \$115,000 for operational and capital outlay cost, Information Technology Support Services Fund in the amount of \$478,666 for technology infrastructure upgrades. (Final Reading) (*Staff Contact: Martin Avila, Finance Director*)

SUMMARY:

The City's policy is to ensure appropriations are within the approved budgets at the fund level. Budget amendment is due to increase in fuel cost. Budget amendment will align the budget with year-end estimates for the Equipment Services, Hidden Creek Golf fund and Information Technology Support Services Fund.

Budget amendment ordinances are typically passed in just one reading. And the City Council passed this budget amendment ordinance on June 20, 2022, as part of the consent agenda. However, the City's Code of Ordinances state that budget amendment ordinances that are passed after just one reading cannot be considered on the consent agenda. Thus, staff is presenting this budget amendment ordinance for a second and final reading in accordance with the City Charter and Code of Ordinances.

OPTIONS:

- 1) Approve the amended budget ordinance.
- 2) Approve the amended budget ordinance with changes.
- 3) Deny the amended budget ordinance.

RECOMMENDATION:

Approve the amended budget ordinance.

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

The City Council passed the ordinance on first reading on June 20, 2022.

FISCAL IMPACT:

Budgeted Y/N: Budget amendment ordinance – Equipment Services Fund, Hidden Creek Golf Fund and Information Technology Support Services Fund.

Account number:

501-4051-542.64-03 \$200,000 (fuel)

402-8012-521.66-03 \$4,200 (range ball washer replacement

402-8013-521.41-01 \$21,000 (pump house paint, roof, door)

402-8013-521.41-02 \$66,000 (various maintenance & repair cost)

402-8015-521.41-01 \$2,800 (kitchen floor refinish and seal

402-8015-521.72-05 \$21,000 (Overage for new pump station)

504-1511-412.74-31 \$478,666 (Information technology infrastructure upgrades)

STAFF CONTACT:

Martin Avila

Finance Director

mavila@burlesontx.com

817-426-9651



Budget Amendment

Budget Amendment Summary

- Equipment Services Fund – 200,000
 - Increase in fuel cost
 - Funding – increase contributions from departments in FY2023
- Hidden Creek Golf Course - \$115,000
 - Maintenance and improvements
 - Funding – Projecting an increase of \$180,000 in revenues from initial projection of \$1,620,000 presented in April 2022
- Information Technology Fund - \$478,600
 - Technology infrastructure upgrades
 - Funding – available fund balance

Options

- Approve or Deny Budget Amendment
- Staff recommends approval of Budget Amendment

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2021-2022 BY INCREASING APPROPRIATIONS IN THE EQUIPMENT SERVICES FUND IN THE AMOUNT OF \$200,000 FOR FUEL, BY INCREASING APPROPRIATIONS IN THE GOLF FUND IN THE AMOUNT OF \$115,000 FOR VARIOUS MAINTENANCE AND REPAIR COSTS, OVERAGE FOR A NEW PUMP STATION, KITCHEN FLOOR REFINISH AND SEAL, PUMP HOUSE PAINT, DOOR, AND ROOF REPAIRS, AND RANGE BALL WASHER REPLACEMENT, AND BY INCREASING APPROPRIATIONS IN THE IT SUPPORT SERVICES FUND IN THE AMOUNT OF \$800,000 FOR INFORMATION TECHNOLOGY EQUIPMENT UPGRADES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to increase the appropriations in the Equipment Services Fund in the amount of \$200,000 for fuel; and

WHEREAS, the City desires to increase the appropriations in the Golf Fund in the amount of \$115,000 for various maintenance and repair costs, overage for a new pump station, kitchen floor refinish and seal, pump house paint, door, and roof repairs, and range ball washer replacement; and

WHEREAS, the City desires to increase the appropriations in the IT Support Services Fund in the amount of \$800,000 for information technology equipment upgrades;

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

Section 1.

In addition to those amounts appropriated from the various City departments for Fiscal Year 2021-2022 in the Budget of the City Manager, there shall also be increased estimated appropriations:

- 1) in the Equipment Services Fund in the amount of \$200,000 for fuel;
- 2) appropriations in the Golf Fund in the amount of \$115,000 for various maintenance and repair costs, overage for a new pump station, kitchen floor refinish and seal, pump house paint, door, and roof repairs, and range ball washer replacement; and
- 3) in the IT Support Services Fund in the amount of \$478,666 for information technology equipment upgrades.

Section 2.

The findings set forth above in the recitals of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 3.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4.

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5.

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

Section 6.

This ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED:

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

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

Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

DEPARTMENT MEMO

DEPARTMENT: Public Works
FROM: Eric Oscarson
MEETING: August 1, 2022

SUBJECT:

Consider approval of an amendment to an existing professional services agreement with Braun Intertec for third party inspections of Fire Station #16 and the EOC (Emergency Operations Center) in the amount of \$12,372.91. (*Staff Contact: Eric Oscarson, Public Works Director*)

SUMMARY:

Braun Intertec was contracted for third party masonry, structural steel and fire stopping inspections for the construction of Fire Station No. 16. The original proposal for inspection services was for \$24,564.00 based on estimated levels of activity. During construction it was determined that the original scope assumptions were inadequate and an amendment in the amount of \$15,485.00 was issued for a contract total of \$40,049.00.

When construction was complete and staff began the process of closing existing contracts, Braun Intertec submitted two invoices for all work performed during construction. These invoices together with previously paid invoices totaled \$12,376.91 more than the estimated contract total of \$40,049.00.

The total amendment amount of \$12,376.91 increases the total contract amount to \$52,425.91 necessitating council approval of this amendment.

OPTIONS:

1. Approve the contract amendment with Braun Intertec in the amount of \$12,376.91.
2. Deny the contract amendment with Braun Intertec in the amount of \$12,376.91.

RECOMMENDATION:

Approve the contract amendment with Braun Intertec in the amount of \$12,376.91.

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

N/A

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: Non-Bond Capital Project Public Safety
Full Account #s: 352-7384-429.71-01
Amount: \$12,376.91
Project (if applicable): 177384
Financial Considerations:

STAFF CONTACT:

Name: Eric Oscarson
Department: Public Works
Email: eoscarson@burlesontx.com
Phone: 817-426-9837



**FIRE STATION 16
CHANGE ORDER #2
BRAUN INTERTEC**

BACKGROUND

- **JANUARY 6, 2020**

- City executed Professional Services Contract with Braun Intertec for third party inspections of Fire Station #16 and the Emergency Operations Center (EOC). Original amount \$24,564.00

- **APRIL 29, 2020- CHANGE ORDER #1**

- \$15,485.00 change order processed administratively , resulting contract total of \$40,049.00. This change order was issued when it was determined that the original estimated scope of services was inadequate to cover necessary inspections during construction.

- **AUGUST 1, 2022- CHANGE ORDER #2**

- Post construction contract close out with Braun Intertec showed that the actual amount of work performed exceeded the estimated contract fee by a total of \$12,376.91. This caused the total fee to exceed \$50,000 necessitating council approval of the requested contract amendment.

- **THIS IS THE FINAL CONTRACT TO CLOSE FOR THE PROJECT.**



OPTIONS

RECOMMENDED



APPROVE

Approve a contract amendment to the existing construction contract with Braun Intertec for the Fire Station No. 16 project in the amount not to exceed \$12,376.91



DENY

Deny a contract amendment to the existing construction contract with Braun Intertec for the Fire Station No. 16 project in the amount not to exceed \$12,376.91





Change Order Authorization

B2003726 - Change Order 2

Burleson Fire Station #2 Special Inspections

Date: 3/25/22

Budget Summary	
	Amount
Original Contract Amount: Construction Materials Testing	\$24,564.00
Change Order 1: Approved	\$15,485.00
Approved Revised Budget:	\$40,049.00
Change Order 2 - Pending: CO	\$12,376.91
Revised Budget: The new total budget after pending change orders	\$52,425.91

Authorization	
Braun Intertec Corporation	Customer
<p>Sincerely, BRAUN INTERTEC CORPORATION</p> <p> Hershel Lance Project Manager</p> <p> Cody Wardien Business Unit Leader</p>	<p>The change order is accepted, and you are authorized to proceed.</p> <p>_____</p> <p>Authorizer's Firm</p> <p>_____</p> <p>Authorizer's Signature</p> <p>_____</p> <p>Authorizer's Name (please print or type)</p> <p>_____</p> <p>Authorizer's Title</p> <p>_____</p> <p>Date</p>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Braun Intertec Corporation
Minneapolis, MN United States

Certificate Number:
2022-915189

Date Filed:
07/27/2022

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

City of Burleson

Date Acknowledged:

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

B2003726
Construction Materials Testing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wardien, Cody	Tyler, TX United States		X
	Taylor, Reece	Dallas, TX United States		X
	Clayson Kraus, Jennifer	Minneapolis, MN United States	X	
	Beadleston, Scott	Lenexa, KS United States	X	
	Janssen, Robert	Minneapolis, MN United States	X	
	Swartz, Sean	Minneapolis, MN United States	X	
	Lenway, Timothy	Minneapolis, MN United States	X	
	Andreani, Nicolo	Austin, TX United States	X	
	Bratrud, Michael	Minneapolis, MN United States	X	
	Poellinger, Scott	Minneapolis, MN United States	X	
	Carlson, Jon	Minneapolis, MN United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Braun Intertec Corporation
Minneapolis, MN United States

Certificate Number:
2022-915189

Date Filed:
07/27/2022

Date Acknowledged:

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

City of Burleson

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

B2003726
Construction Materials Testing Services

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 Cody Wardien, and my date of birth is [REDACTED].

My address is 241 North Bay Dr., Bullard, TX, 75757, Smith.
(street) (city) (state) (zip code) (country)

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

Executed in Smith County, State of Texas, on the 27th day of July, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: August 1, 2022

SUBJECT:

Consider approval of a resolution authorizing a settlement of the Michael Fagan, et al. v. Homes by Towne of Texas, Inc., et al. matter (413th Judicial District Court, DC-C202100269); providing a repealing clause and an effective date. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

SUMMARY:

The resolution authorizes city staff to resolve the lawsuit on behalf of the City of Burleson with the plaintiffs Michael and Kimberly Fagan.

OPTIONS:

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

RECOMMENDATION:

None.

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

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING A SETTLEMENT OF MICHAEL FAGAN, ET AL. V. HOMES BY TOWNE OF TEXAS, INC., ET AL. MATTER (413TH JUDICIAL DISTRICT COURT; DC-C202100269); PROVIDING A REPEALING CLAUSE AND AN EFFECTIVE DATE.

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

WHEREAS, the City is a party in a lawsuit pending in the 413th Judicial District Court, Johnson County, Texas, under the Cause No. DC-C202100269, and styled *Michael Fagan, et al. v. Homes by Towne of Texas, Inc., et al.* (the “Lawsuit”); and

WHEREAS, based on all the facts and circumstances, the City Council finds that it is in the best interest of the City to settle this matter with certain other parties to the Lawsuit, specifically, the Plaintiffs Michael Fagan and Kimberly Fagan (collectively the “Certain Other Parties”).

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

Section 1.

The City Council hereby authorizes and directs the City Manager and City Attorney to execute documents necessary to resolve the Lawsuit with the Certain Other Parties, including: 1) a settlement and release agreement with the Certain Other Parties, and 2) a motion and order of dismissal with prejudice with the Certain Other Parties. The City Council hereby further directs the City Attorney and City Manager to have such documents filed with the Court and to take any additional actions necessary and prudent to resolve the matter with the Certain Other Parties.

Section 2.

All order and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

Section 3.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

DEPARTMENT MEMO

DEPARTMENT: Public Works
FROM: Eric Oscarson
MEETING: August 15, 2022

SUBJECT:

Consider approval of a construction contract with Texas Materials Group dba Texas Bit for the construction of the 2020 Neighborhood Street Rebuild Project in the amount not to exceed \$1,983,052.60. (Staff Contact: Eric Oscarson, Public Works Director)

SUMMARY:

The 2020 Neighborhood Street Rebuild Project was adopted as part of the 2020-2024 Capital Improvement Project List on May 4, 2021. The project includes the reconstruction of existing asphalt pavement in Broad Valley Drive, Broad Valley Court, Concord Drive, Francine Court, North Rudd Street, NW Newton Drive (Johnson Street to Wilshire) and Dobson Street (Renfro to Town Creek Bridge).

The project bid package was prepared by city staff. City staff advertised the project for bid on June 17th and 20th, 2022, and publicly opened three (3) proposals for construction contract on July 12th, 2022. A tabulation of all proposals received is included for review. Texas Materials Group dba Texas Bit of Irving, Texas provided the lowest responsible bid for \$1,652,543.84. This amount includes a contingency item of \$25,000. Staff also requests approval of an additional 20% of contingency funding, for a total amount of \$1,983,052.60. This meets the original estimated construction cost and construction budget of \$2,495,000 and provides staff the opportunity to react quickly to unexpected conditions arising at the site. Use of such contingency will potentially alleviate the impact and time inconvenience to citizens during construction of the project.

The proposed construction contract time is for a period of 180 calendar days.

TEXAS MATERIALS GROUP dba TEXAS BIT	Peachtree Construction, LTD	GRod Construction, LLC
\$1,652,543.84	\$1,895,084.95	\$2,165,043.75

OPTIONS:

1. Approve of a construction contract with Texas Materials Group dba Texas Bit for the construction of 2020 Neighborhood Street Rebuild Project in the amount not to exceed \$1,983,052.60.
2. Deny a construction contract with Texas Materials Group dba Texas Bit for the construction of 2020 Neighborhood Street Rebuild Project in the amount not to exceed \$1,983,052.60.

RECOMMENDATION:

Approve of a construction contract with Texas Materials Group dba Texas Bit for the construction of 2020 Neighborhood Street Rebuild Project in the amount not to exceed \$1,983,052.60.

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

- May 4, 2021 Council approval of the 2020-2024 CIP

FISCAL IMPACT:

Budgeted Y/N:	Y
Fund Name:	Street and Drainage Bond Fund
Full Account #s:	360-7503-439.72-98
Amount:	\$1,828,770.34
Fund Name:	W&S Misc. Capital Projects
Full Account #s:	450-7503-516.79-98
Amount:	\$154,282.26
Project (if applicable):	20PC03
Financial Considerations:	

STAFF CONTACT:

Name:	Eric Oscarson
Department:	Public Works
Email:	eoscarson@burlesontx.com
Phone:	817-426-9837

NEIGHBORHOOD STREET REBUILD - STREETS PROJECT

Construction Contract



PROJECT ELEMENTS

Approved in 2020-2024 CIP

- **RECONSTRUCTION OF EXISTING ASPHALT PAVEMENT**

Broad Valley Drive

Broad Valley Court

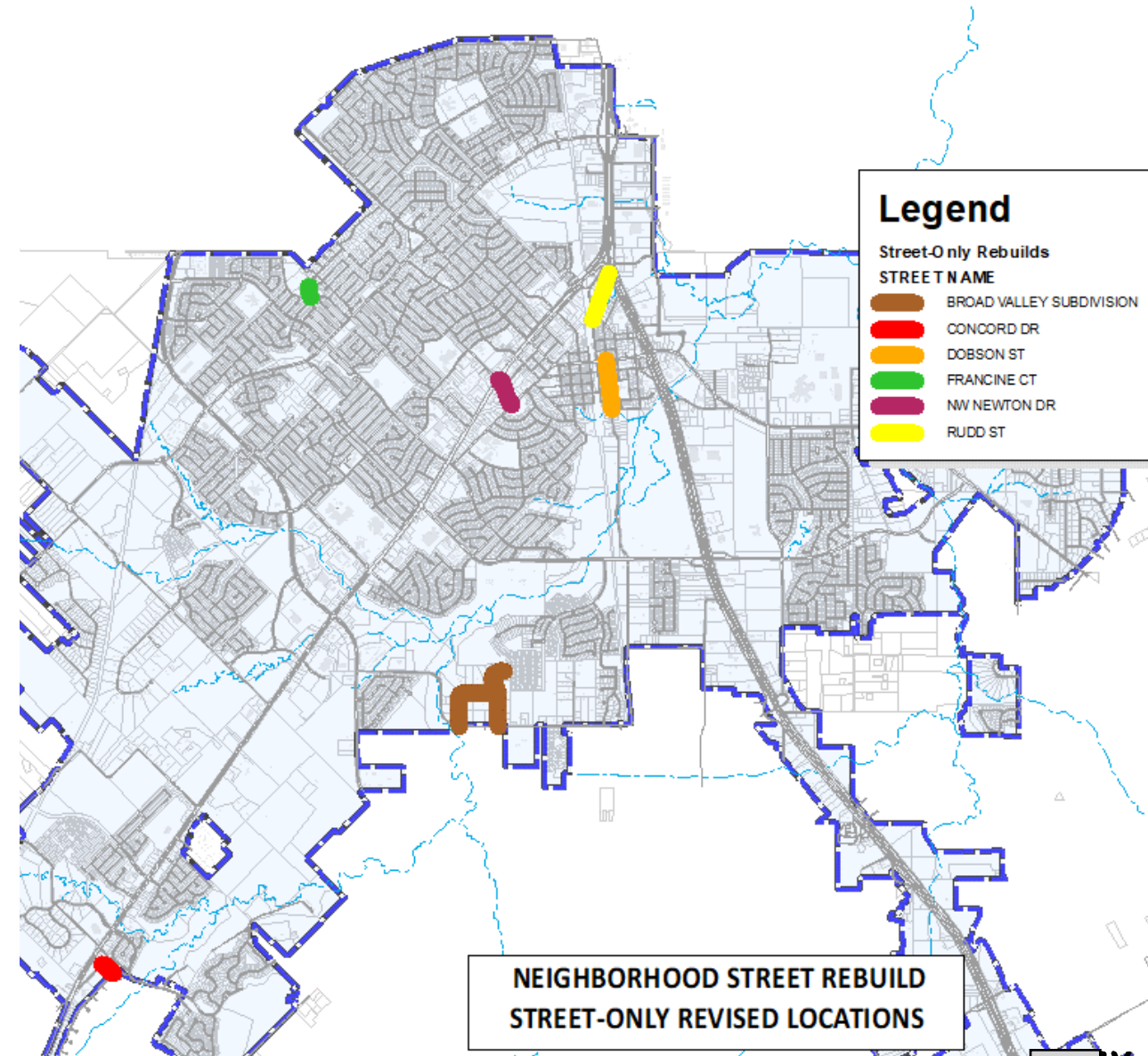
Concord Drive

Francine Court


North Rudd Street

NW Newton Drive (Johnson St to Wilshire Blvd)

Dobson Street (Renfro to Town Creek Bridge)



BY THE NUMBERS



SEALED BID

JULY 12, 2022

**TEXAS MATERIALS
GROUP DBA TEXAS BIT
COST OF CONSTRUCTION
\$1,652,543.84**

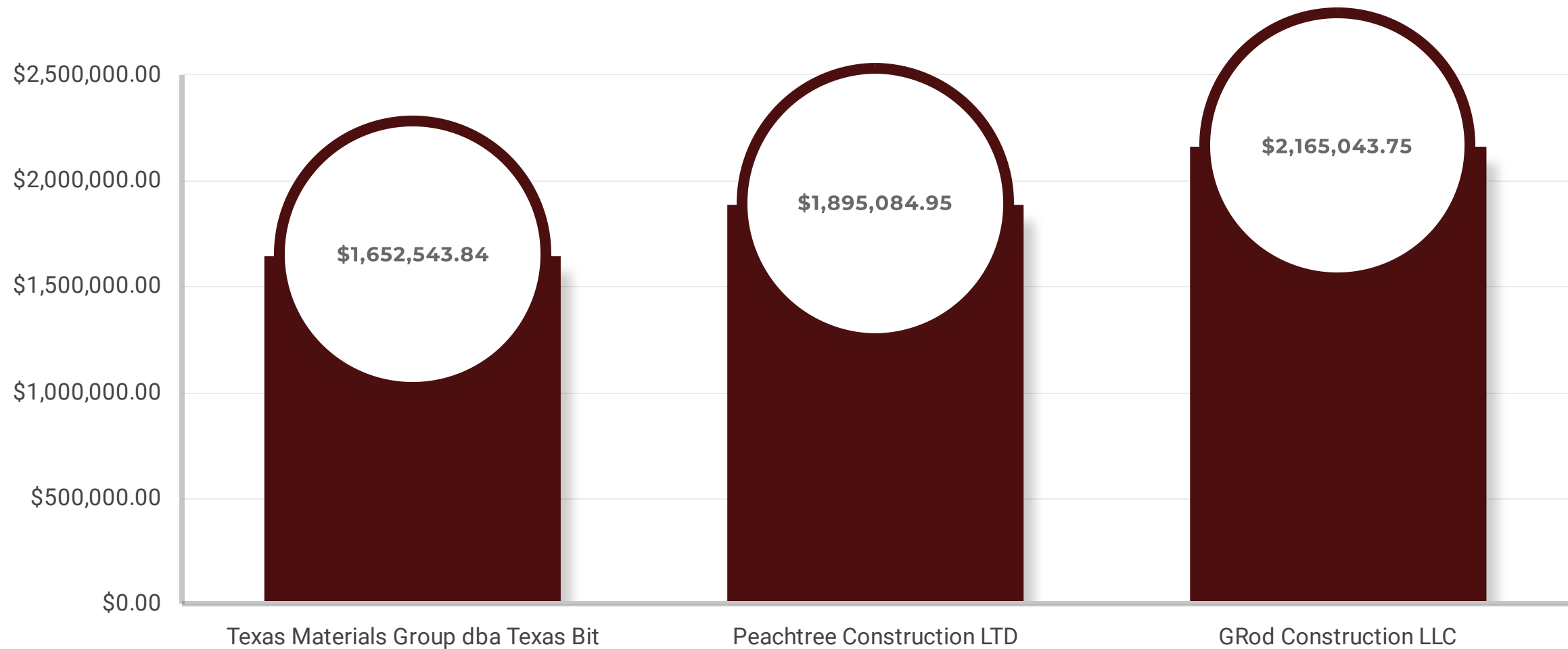


3 BIDS RECEIVED



**TIME OF CONSTRUCTION
180 CALENDAR DAYS**

BID SUMMARY



COST BREAKDOWN

Paid for by Street & Drainage Bond Fund and W&S Misc. Capital Projects Fund

**TOTAL REQUESTED
APPROVAL:
\$1,983,052.60**

**ORIGINAL BUDGET
FOR CONSTRUCTION:
\$2,495,000**

**LOW BID:
\$1,652,543.84**

**REQUESTED
CONTINGENCY
20% = \$330,508.76**

**SAVINGS
\$511,947.40**

OPTIONS

RECOMMENDED



APPROVE

Approve of a construction contract with Texas Materials Group dba Texas Bit for the construction of 2020 Neighborhood Street Rebuild Project in the amount not to exceed \$1,983,052.60, which includes a 20% Contingency.



DENY

Deny a construction contract with Texas Materials Group dba Texas Bit for the construction of 2020 Neighborhood Street Rebuild Project in the amount not to exceed \$1,983,052.60. which includes a 20% Contingency.





Public Works

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

2020 NSR STREET ONLY PROJECT

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

MAY 2022



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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
12	General Notes/Plans/Standard Details

ADVERTISEMENT FOR BIDS

City of Burleson
Burleson, Texas
2020 NSR Street Only Project

General Notice

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

2020 NSR Street Only Project

City of Burleson Project No. 20PC03

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 Tuesday, July 12, 2022 at 10:30 a.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

29,699 SY of Asphalt Pavement Reconstruction

1,000 LF Sewer Construction

Bids are requested for the following Contract: **2020 NSR Street Only Project**

Owner anticipates that the Project's total bid price will be approximately \$2,495,000. 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: **June 17th, 2022**

SECTION 2

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL:**

- 1.1 The Proposal is included in these Bidding Documents; additional copies may be obtained from OWNER.
- 1.2 All blanks on the Proposal shall be completed in printed handwritten ink or by typewriter.
 - a. Bidder may use the original proposal forms included in these bid documents or the Bidder may substitute a computer-generated proposal for the original proposal included in these bid documents. The substitute submittal shall be word-for-word as written in the original proposal contained herein. The Bidder shall also sign the Substitute Proposal.
 - b. If the Substitute Proposal changes the intent of a bid item or contains an error in the quantities, unit prices, or extension of prices, the OWNER may reject the bid submitted. 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.
- 1.3 The President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) shall execute bids by corporations in the corporate name and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- 1.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title shall appear under the signature and at the official address of the partnership shall be shown below the signature.
- 1.5 All names shall be typed or printed below the signature.
- 1.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).

- 1.7 The address and telephone number for communications regarding the bid shall be shown.
- 1.8 The bid shall be complete with prices stated for all alternates. The Bidder should be aware that the OWNER to stay within the City's available funds could adjust the scope of the project. Alternates selected and revisions to limits of construction and resulting quantity adjustments will be identified in the Notice of Award and will be adjusted in the proposal contained in the executed contract.

2. **SUBMISSION OF BIDS:**

It shall be the Bidder's responsibility for the delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Each Proposal shall be in a sealed envelope plainly marked with the name or description of the project as shown on the front cover of the Contract Documents. The CONTRACTOR shall acknowledge, on the outside of the envelope, receipt of any addenda.

3. **BID SECURITY:**

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

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

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

5. **QUALIFICATION OF BIDDERS:**

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

6. **BIDDERS KNOWLEDGE OF CONDITIONS:**

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

understanding of all terms and conditions for performance and furnishing of the work.

7. **AVAILABILITY OF UTILITY SERVICES**

OWNER shall not make available or guarantee any utility services to the Contractor such as (but not all inclusive) water, sewer, electricity, gas, or telephone for performance of his work in this contract. Contractor shall be solely responsible for completing all requirements, make all arrangements, and make all payments as necessary to procure any utility services necessary to complete the work as prescribed in this contract.

8. **INTERPRETATION OF DOCUMENT:**

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the OWNER a written request for an interpretation thereof at least five (5) days prior to opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued 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. When possible, the OWNER shall fax addendum(s) to the bidders.

22.2 The Bidders will acknowledge the receipt of the addendum(s) by re-faxing the owner's cover sheet of the fax of the addendum(s) back to the owner with proper acknowledgement of receipt of addendum(s).

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

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

22.5 A statement acknowledging receipt of each addendum identified by its number must be shown on the outside of the bid envelope.

22.6 **Bids that have not properly acknowledged addendum(s) on the outside of the bid envelope will not be opened.**

PREVAILING WAGE RATES FOR MUNICIPAL CONSTRUCTION IN BURLESON, TEXAS

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



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Wage Determination

Overview

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Document

History

WAGE DETERMINATIONS

Davis-Bacon Act WD # TX20220026

Wage Determination

Modification #

1

Construction

Heavy

Last Revised Date

Feb 25, 2022

States and Counties

State

Texas

Counties

Johnson, Parker, Tarrant

"General Decision Number: TX20220026 02/

Superseded General Decision Number: TX20210026

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in

Heavy Construction Projects (Including Water and S

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

<p>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:</p>	<p>. Executive Order generally applies to the contract.</p> <p>. The contractor must pay at least \$15.00 per hour for all covered work listed on this wage determination, if higher) for all hours spent performing the contract in 2022</p>
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order generally apply contract. The contractor must cover workers \$11.25 per hour applicable wage on this wage determination if it is higher) hours spent performing that contract in
---	--

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

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

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

PLUM0146-002 05/01/2021

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

* SUTX1990-041 06/01/1990

Rates F

CARPENTER.....\$ 10.40 **

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

ELECTRICIAN.....\$ 13.26 **

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

Laborers:

 Common.....\$ 7.25 **

 Utility.....\$ 8.09 **

PAINTER.....\$ 10.89 **

Pipelayer.....\$ 8.43 **

Power equipment operators:

 Backhoe.....\$ 11.89 **

 Bulldozer.....\$ 10.76 **

 Crane.....\$ 13.16 **

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

 Mechanic.....\$ 10.93 **

 Scraper.....\$ 10.00 **

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

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

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

=====

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

Note: Executive Order (EO) 13706, Establishing Pai

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

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

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

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

Union Rate Identifiers

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

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

WAGE DETERMINATION APPEALS PROCEDURE

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

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board

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END OF GENERAL DECISION"

History

Feb 25, 2022

TX20220026 - Modification 1

Feb 25, 2022

TX20220026 - Modification 0



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THE STATE OF TEXAS §

COUNTY OF JOHNSON §

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

"My name is _____. I am of sound mind and capable of making this affidavit. "I am a _____ for the _____ which company entered into a contract on the _____ day of _____, 20____, to construct the 2020 Neighborhood Street Full-Rebuild Project, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

AFFIANT

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

Notary Public In and For the State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION NO. 4

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

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

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

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

BIDDER

_____ Company	By _____ (Please Print)
_____ Address	_____ Signature
_____ City State Zip	_____ Title (Please Print)

AFFIDAVIT AGAINST PROHIBITED ACTS

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

Signature

Date

ATTEST (if corporation)

Date

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

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

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

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

36.09 OFFERING GIFT TO PUBLIC SERVANT

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

36.10 NON-APPLICABLE

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

CONFLICT OF INTEREST

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

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

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

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

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

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

The form must be filed with the City Secretary no later than seven days after the date the person or business contracts with the City. Such persons and businesses, and their agents, must also file an

updated questionnaire not later than September 1 of each year in which the person or business contract begins, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

SECTION NO. 6

PROPOSAL

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

For: 2020 NSR Street Only Project
Project No. 20PC03

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 2020 NSR Street Only Project, City of Burleson Project Nos. 20PC03, 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.

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 1
GENERAL ITEMS**

Item	Quantity	Description and Price in Words	Prices in Figures	
No.	& Unit		Total Unit	Total
101	1 LS	Mobilization, bonds, insurance @ _____ dollars and _____ cents for lump sum.		
102	200 SF	Concrete repair (curb and gutter and driveways) as directed by engineer @ _____ dollars and _____ cents per square foot.		
103	1 LS	Design and implement traffic control plan @ _____ dollars and _____ cents for lump sum.		
104	1 LS	Design and implement SWPPP @ _____ dollars and _____ cents for lump sum.		
105	200 TON	Rock for trench stabilization/bad weather access @ _____ dollars and _____ cents per ton.		
106	1 LS	Design and implement trench safety plan @ _____ dollars and _____ cents for lump sum .		
107	200 TON	HMAC cold mix for pavement repair as directed by the engineer @ _____ dollars and _____ cents per ton.		

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 1
GENERAL ITEMS**

Item	Quantity	Description and Price in Words	Prices in Figures	
No.	& Unit		Total Unit	Total
108	1000 SY	Hydromulch @ _____ dollars and _____ cents per square yard.		
109	1 LS	Irrigation Repair (as approved by engineer)@ _____ dollars and _____ cents per lump sum.	\$5,000.00	\$5,000.00
110	1 LS	Contingency (as approved by engineer)@ _____ dollars and _____ cents per lump sum.	\$25,000.00	\$25,000.00

TOTAL AMOUNT BID UNIT 1

\$ _____

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 2
BROAD VALLEY SUBDIVISION**

Item	Quantity	Description and Price in Words	Prices in Figures	
No.	& Unit		Total Unit	Total
201	10,200 SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness) @ _____ dollars and _____ cents per square yard		
202	154 Tons	Cement at 30 lbs per square yard @ _____ dollars and _____ cents per ton.		
203	10,200 SY	2" HMAC Type "D" pavement @ _____ dollars and _____ cents per square yard.		

TOTAL AMOUNT BID UNIT 2

\$ _____

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 3
CONCORD DR.**

Item	Quantity	Description and Price in Words	Prices in Figures	
No.	& Unit		Total Unit	Total
301	1,500 SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness) @ _____ dollars and _____ cents per square yard		
302	23 Tons	Cement at 30 lbs per square yard @ _____ dollars and _____ cents per ton.		
303	1,500 LF	2" HMAC Type "D" pavement @ _____ dollars and _____ cents per square yard.		

TOTAL AMOUNT BID UNIT 3

\$ _____

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 4
FRANCINE CT.**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
401	4,200 SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness) @ _____ dollars and _____ cents per square yard		
402	63 Tons	Cement at 30 lbs per square yard @ _____ dollars and _____ cents per ton.		
403	4,200 SY	2" HMA Type "D" pavement @ _____ dollars and _____ cents per square yard.		

TOTAL AMOUNT BID UNIT 4

\$ _____

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 5
RUDD ST.**

Item	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
501	3,047 SY	Remove Existing Pavement and Base Material @ _____ dollars and _____ cents per square yard		
502	3,243 SY	6" Flexbase Subgrade (Type A) @ _____ dollars and _____ cents per square yard.		
503	2,899 SY	2" HMAC Type "D" pavement @ _____ dollars and _____ cents per square yard.		
504	2,899 SY	5" HMAC Type "B" pavement @ _____ dollars and _____ cents per square yard.		

TOTAL AMOUNT BID UNIT 5

\$ _____

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 6
NEWTON DR.**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
601	4,000 SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness) @ _____ dollars and _____ cents per square yard		
602	60 Tons	Cement at 30 lbs per square yard @ _____ dollars and _____ cents per ton.		
603	4,000 SY	2" HMAC Type "D" pavement @ _____ dollars and _____ cents per square yard.		
604	50 LF	Refl Pav Mrk TY I (W)4"(DOT)(100MIL) @ _____ dollars and _____ cents per linear foot.		
605	50 LF	Refl Pav Mrk TY II (W)4"(DOT)(SLD) @ _____ dollars and _____ cents per linear foot.		
606	200 LF	Refl Pav Mrk TY I (Y)4"(DOT)(100MIL) @ _____ dollars and _____ cents per linear foot.		
607	200 LF	Refl Pav Mrk TY II (Y)4"(DOT)(SLD) @ _____ dollars and _____ cents per linear foot.		

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 6
NEWTON DR.**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
608	132 LF	Refl Pav Mrk TY I (W)12"(DOT)(100MIL) @ _____ dollars and _____ cents per linear foot.		
609	132 LF	Refl Pav Mrk TY II (W)12"(DOT)(SLD) @ _____ dollars and _____ cents per linear foot.		
610	1 EA	Refl Pav Mrk TY I(W)(WORD)(100MIL) @ _____ dollars and _____ cents per linear foot.		
611	1 EA	Refl Pav Mrk TY II(W)(WORD)(SLD) @ _____ dollars and _____ cents per each.		
612	1 EA	Refl Pav Mrk TY I(W)(ARROW)(100MIL) @ _____ dollars and _____ cents per each.		
613	1 EA	Refl Pav Mrk TY II (W)(ARROW)(100MIL) @ _____ dollars and _____ cents per each.		
614	1 EA	Refl Pav Mrk TY I (W)(DBL ARROW)(SLD) @ _____ dollars and _____ cents per each.		

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 6
NEWTON DR.**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
615	1 EA	Refl Pav Mrk TY II(W)(DBL ARROW)(SLD) @ _____ dollars and _____ cents per each.		
616	250 LF	Pav Surf Prep for Mrk (4") @ _____ dollars and _____ cents per linear foot.		
617	132 LF	Pav Surf Prep for Mrk (12") @ _____ dollars and _____ cents per linear foot.		
618	1 EA	Pav Surf Prep for Mrk (WORD) @ _____ dollars and _____ cents per each.		
619	1 EA	Pav Surf Prep for Mrk (ARROW) @ _____ dollars and _____ cents per each.		
620	1 EA	Pav Surf Prep for Mrk (DBL ARROW) @ _____ dollars and _____ cents per each.		

TOTAL AMOUNT BID UNIT 6

\$ _____

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 7
DOBSON ST.**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
701	6,900 SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness) @ _____ dollars and _____ cents per square yard		
702	120 Tons	Lime at 36 lbs per square yard @ _____ dollars and _____ cents per ton.		
703	6,900 SY	2" HMAC Type "D" pavement @ _____ dollars and _____ cents per square yard.		
704	6,900 SY	5" HMAC Type "B" pavement @ _____ dollars and _____ cents per square yard.		
705	86 SY	4" Concrete Sidewalk @ _____ dollars and _____ cents per square yard.		
706	36 SF	Detectable Warning Surface @ _____ dollars and _____ cents per square foot.		
707	2 EA	4' Curb Ramp @ _____ dollars and _____ cents per each.		

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 7
DOBSON ST.**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
708	2 EA	5' Curb Ramp @ _____ dollars and _____ cents per each.		
709	210 SF	Remove and Dispose Existing Concrete Sidewalk @ _____ dollars and _____ cents per square foot.		
710	2 EA	Solar RRFB Pedestrian Actuated Signals @ _____ dollars and _____ cents per each.		
711	9 EA	6' Conc. Wheel Stops @ _____ dollars and _____ cents per linear each.		
712	1 EA	Remove and Dispose of Dead Tree (3' Trunk Dia.) @ _____ dollars and _____ cents per each.		
713	3,600 LF	Refl Pav Mrk TY I (Y)4"(DOT)(100MIL) @ _____ dollars and _____ cents per linear foot.		

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 7
DOBSON ST.**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
714	3,600 LF	Refl Pav Mrk TY II (Y)4"(DOT)(SLD) @ _____ dollars and _____ cents per linear foot.		
715	65 LF	Refl Pav Mrk TY I (B)4"(DOT)(100MIL) @ _____ dollars and _____ cents per linear foot.		
716	65 LF	Refl Pav Mrk TY II (B)4"(DOT)(SLD) @ _____ dollars and _____ cents per linear foot.		
717	2,900 LF	Refl Pav Mrk TY I (W)4"(DOT)(100MIL) @ _____ dollars and _____ cents per linear foot.		
718	2,900 LF	Refl Pav Mrk TY II (W)4"(DOT)(SLD) @ _____ dollars and _____ cents per linear foot.		
719	115 LF	Refl Pav Mrk TY I (W)12"(DOT)(100MIL) @ _____ dollars and _____ cents per linear foot.		

2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 7
DOBSON ST.

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
720	115 LF	Refl Pav Mrk TY II (W)12"(DOT)(SLD) @ _____ dollars and _____ cents per linear foot.		
721	245 LF	Refl Pav Mrk TY I (W)24"(DOT)(100MIL) @ _____ dollars and _____ cents per linear foot.		
722	245 LF	Refl Pav Mrk TY II (W)24"(DOT)(SLD) @ _____ dollars and _____ cents per linear foot.		
723	1 EA	ADA Parking Space Symbol @ _____ dollars and _____ cents per each.		
724	1 EA	Van Accessable Parking Space Sign @ _____ dollars and _____ cents per each.		
725	74 EA	Raised Double Yellow Pavement Markings @ _____ dollars and _____ cents per each.		
726	6,500 LF	Pav Surf Prep for Mrk (4") @ _____ dollars and _____ cents per linear foot.		

**2020 NSR STREET ONLY PROJECT
PROPOSAL SCHEDULE
UNIT 7
DOBSON ST.**

Item No.	Quantity & Unit	Description and Price in Words	Prices in Figures	
			Total Unit	Total
727	115 LF	Pav Surf Prep for Mrk (12") @ _____ dollars and _____ cents per linear foot.		
728	175 LF	Pav Surf Prep for Mrk (24") @ _____ dollars and _____ cents per linear foot.		
729	1 EA	Pav Surf Prep ADA Symbol @ _____ dollars and _____ cents per each.		
730	1000 LF	8" PVC SDR-35 sewer pipeline installed in existing trench line @ _____ dollars and _____ cents per linear foot.		
731	3 EA	Demo and remove existing 4' sanitary sewer manhole @ _____ dollars and _____ cents for each.		
732	3 EA	Install standard 5' diameter sanitary sewer manhole with 30" lid @ _____ dollars and _____ cents for each.		
733	210 LF	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main)@ _____ dollars and _____ cents per linear foot.		

TOTAL AMOUNT BID UNIT 7

\$ _____

BID SUMMARY

TOTAL AMOUNT BID UNIT 1: General Items	\$ _____
TOTAL AMOUNT BID UNIT 2: Broad Valley Subdivision	\$ _____
TOTAL AMOUNT BID UNIT 3: Concord Dr.	\$ _____
TOTAL AMOUNT BID UNIT 4: Francine Ct.	\$ _____
TOTAL AMOUNT BID UNIT 5: Rudd St.	\$ _____
TOTAL AMOUNT BID UNIT 6: Newton Dr.	\$ _____
TOTAL AMOUNT BID UNIT 7: Dobson St.	\$ _____
 TOTAL AMOUNT BID: Units 1 - 7	 \$ _____

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 over lap at Contractors 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, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.

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

Respectfully Submitted,

BIDDER

Company

By

(Please Print)

Title

Address

City

State

Zip

(Seal if corporation)

Submitted by _____

An Individual
A Corporation
A Partnership

Doing Business as _____

(Complete A or B below, as applicable)

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

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

A copy of statute is attached.

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

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ _____

ALL OTHER CHARGES: \$ _____

*TOTAL: \$ _____

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

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

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

SECTION NO. 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. 20PC03

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

hereinafter called "Contractor."

W I T N E S S E T H:

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

2020 NSR Street Only Project

City of Burleson Project No. 20PC03

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:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Bryan Langley
City Manager

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

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

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

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

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

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

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION NO. 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT

of the City of _____, County of _____

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

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

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

2020 NSR Street Only Project

City of Burleson Project No. 20PC03

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

NOW THEREFORE,

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

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

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

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

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

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

WITNESS

PRINCIPAL

Company

By _____
Signature

By _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION NO. 9

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

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

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

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

2020 NSR Street Only Project

City of Burleson Project No. 20PC03

NOW THEREFORE,

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

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

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

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

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

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

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

WITNESS

PRINCIPAL

By _____
Signature

Typed/Printed Name

Title

Address

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

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

NAME _____

ADDRESS _____

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

SECTION NO. 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

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

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

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

2020 NSR Street Only Project

City of Burleson Project No. 20PC03

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

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

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

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

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

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

WITNESS

PRINCIPAL

By _____
Signature

Typed/Printed Name

Title

Address

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: 2020 NSR Street Only Project
Project Number: 20PC03
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 2020 NSR Street
Only 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 2020 NSR (Neighborhood Street Reconstruction) Streets Only , City of Burleson Project No. 20PC03. 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
---	-----------------------------

- 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 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. Aaron Russell, P.E.
 - 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 sheepfoot 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 Contractors responsibility to maintain dust control during the application of Portland cement. If during application of Portland cement stabilization the Contractor has failed to maintain the dust to within limits specified by the inspector, the contractor will apply future Portland cement stabilization by "slurry method".

1. It shall be the responsibility of the CONTRACTOR to regulate the sequence of work, to process a sufficient quantity of material so as to provide full depth as shown on plans, to use the proper amount of Portland cement, maintain the work and to rework the courses as necessary to meet the foregoing requirements. Cement stabilized base shall not be mixed or placed when the air temperature is below 40°F (5°C) and falling, but may be mixed or placed with the air temperature is above 35°F (2°C) and rising, the temperature being taken in the shade and away from artificial heat, and with the further provisions that cement stabilized base shall be mixed or placed only when weather conditions, in the opinion of the OWNER, are suitable.
2. The cement-modified soil layer may be constructed with any machine or combination of machines and auxiliary equipment that shall produce the results meeting the requirements for soil pulverization, cement application, water application, mixing, 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 Item ____ of 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:
 - 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"	16
66"	5" x 1" or 3" x 1"	16
60"	5" x 1" or 3" x 1"	16
54"	2-2/3" x 1/2"	14
48"	2-2/3" x 1/2"	14
42" & smaller	2-2/3" x 1/2"	16
Arch Pipe	2-2/3" x 1/2"	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. Manufacturers 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.

GENERAL NOTES

1. Existing pavement on streets shall be replaced with 2" Type 'D' HMAC on an 8" cement stabilized subgrade unless noted otherwise..
2. Existing asphalt pavement shall be pulverized and mixed into the subgrade. The subgrade shall be reshaped with a 5" crown and stabilized with cement. Contractor shall roll the cement stabilized subgrade with a steel wheeled roller prior to placing asphalt. Excess subgrade materials shall be removed from the project site and properly disposed of subsidiary to cost of subgrade preparation.
3. Cement treated subgrade shall be rolled with a vibratory steel wheel roller (minimum 12 ton). Perform three full passes (one pass is down and back) over the entire section traveling 2 to 3 mph with roller vibrating on maximum amplitude.
4. No materials on hand shall be paid on this project.
5. Contractor shall take necessary precautions to protect and re-establish existing water and sewer system components such as valve stacks, vaults, and sanitary sewer manholes. The cost of adjusting manholes and water valves shall be subsidiary to the street construction cost.
6. The existing curb and gutter, driveway, side street pavement, valley gutters and ramps are to remain in place unless noted otherwise.
7. Pavement connections to existing side street pavement shall be neatly saw cut subsidiary to the pavement reconstruction costs.
8. A temporary above ground water system (if applicable) shall be installed prior to waterline construction. The temporary system shall be connected to service lines only. Existing fire hydrants shall be bagged and not connected to the temporary system. Contractor shall install temporary system and complete construction of the new water line on one street at a time. Construction of the new waterline shall be completed, tested and put in service prior to moving to the next construction site.
9. Water lines shall be in the same ditch line as the existing waterline. The existing waterline and service lines shall be removed and disposed of subsidiary to the cost of installation of the new waterline. All new service lines shall be installed to connect existing meters. Contractor shall salvage and re-set the existing meter boxes. New meter boxes will be provided by the City if necessary.
10. All disturbed grass shall be replaced with sod. The sod shall match the existing type of grass. Contractor shall water new sod as necessary to successfully establish the new turf. There will be no extra pay to replace sod not watered or maintained sufficiently to establish successful growth as defined by the city.
11. All existing fire hydrants within the limits of the project shall be replaced in accordance with the attached details (including valves). Old fire hydrants are to be salvaged and taken to the City of Burleson Service Center located at 1675 John Jones Drive.
12. The cost of all necessary ductile iron fittings (with Mega-Lug restraints) and concrete thrust blocking shall be included in the linear foot installation price for all proposed waterline.

13. The trench line for all water line construction shall be patched temporarily with flex base and maintained until permanent pavement repair is completed. Temporary patching is subsidiary to the installation price of water line construction. The city reserves the right to utilize city forces to maintain trench line patching should the contractor fail to maintain the patches. The contractor will be back charged for the cost of repairs made by the city.
14. The information shown on these drawings concerning type and location of underground and other utilities is not guaranteed to be accurate or all inclusive. The contractor is responsible for making his own determinations as to the type and location of all underground and other utilities as may be necessary to avoid damage thereto. The contractor shall repair any damages to existing utilities immediately at no additional cost to the city.
15. The contractor shall notify all emergency units and school districts operating within the area of the proposed work of street or lane closures and construction schedules.
16. The contractor shall maintain fire emergency vehicle access to fire hydrants throughout the duration of the project.
17. Verify locations of franchise utilities before beginning excavation, if necessary, dig test ditches to determine actual field conditions. The contractor shall notify a representative of the franchise utilities not less than 72 hours before beginning work within the agencies' R.O.W.'s or near their facilities.
18. Contractor shall notify the Public Works Department 48 hours prior to interruption of water service. Affected residents and businesses shall be notified at least 48 hours in advance by letter.
19. General Notes shall take precedent over Special Provisions.

Legend

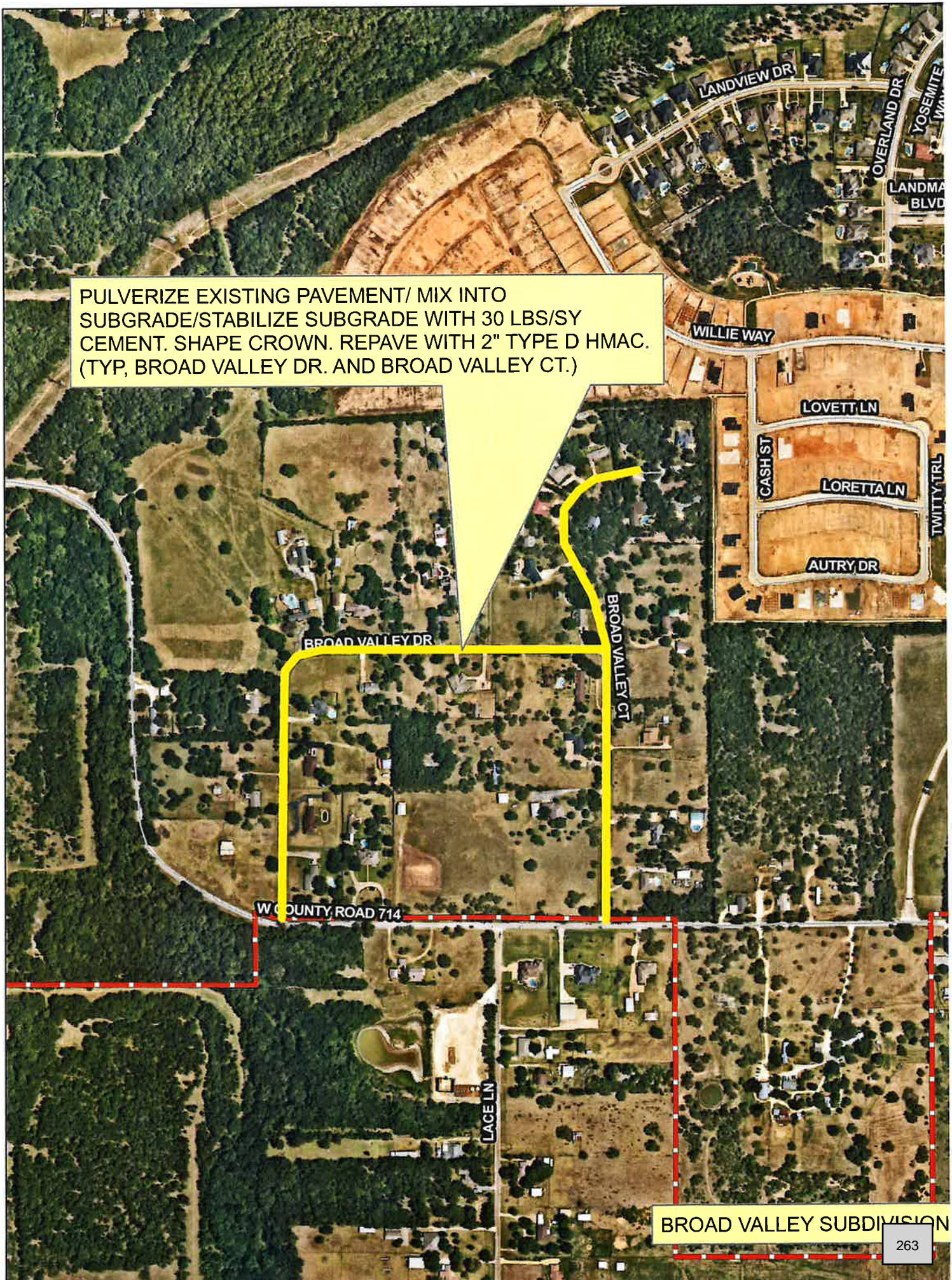
Street-Only Rebuilds

STREET NAME

- BROAD VALLEY SUBDIVISION
- CONCORD DR
- DOBSON ST
- FRANCINE CT
- NW NEWTON DR
- RUDD ST
- SW HASKEW ST

NEIGHBORHOOD STREET REBUILD
STREET-ONLY REVISED LOCATIONS

PULVERIZE EXISTING PAVEMENT/ MIX INTO SUBGRADE/STABILIZE SUBGRADE WITH 30 LBS/SY CEMENT. SHAPE CROWN. REPAVE WITH 2" TYPE D HMAC. (TYP, BROAD VALLEY DR. AND BROAD VALLEY CT.)



BROAD VALLEY SUBDIVISION



PULVERIZE EXISTING PAVEMENT/ MIX INTO SUBGRADE/STABILIZE SUBGRADE WITH 30 LBS/SY CEMENT. SHAPE CROWN. REPAVE WITH 2" TYPE D HMA.

PULVERIZE EXISTING PAVEMENT/ MIX INTO
SUBGRADE/STABILIZE SUBGRADE WITH 30 LBS/SY
CEMENT. SHAPE CROWN. REPAVE WITH 2" TYPE D HMA.

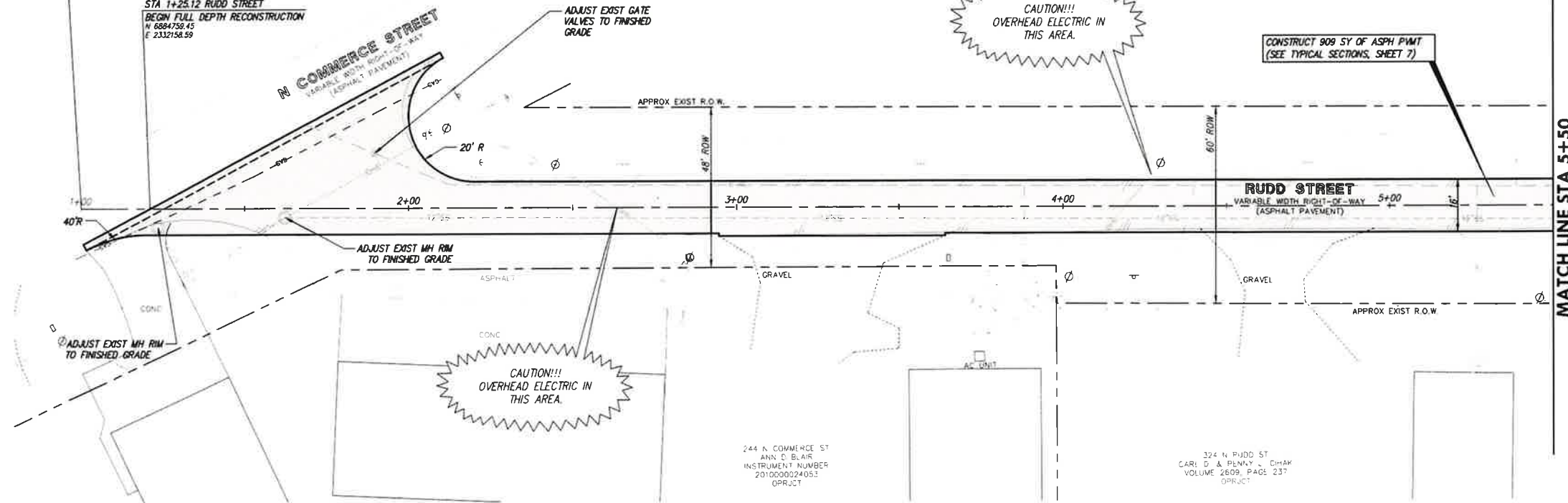
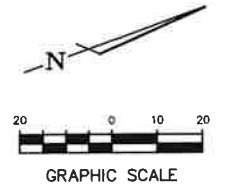


FRANCINE CT

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E 2332150.15

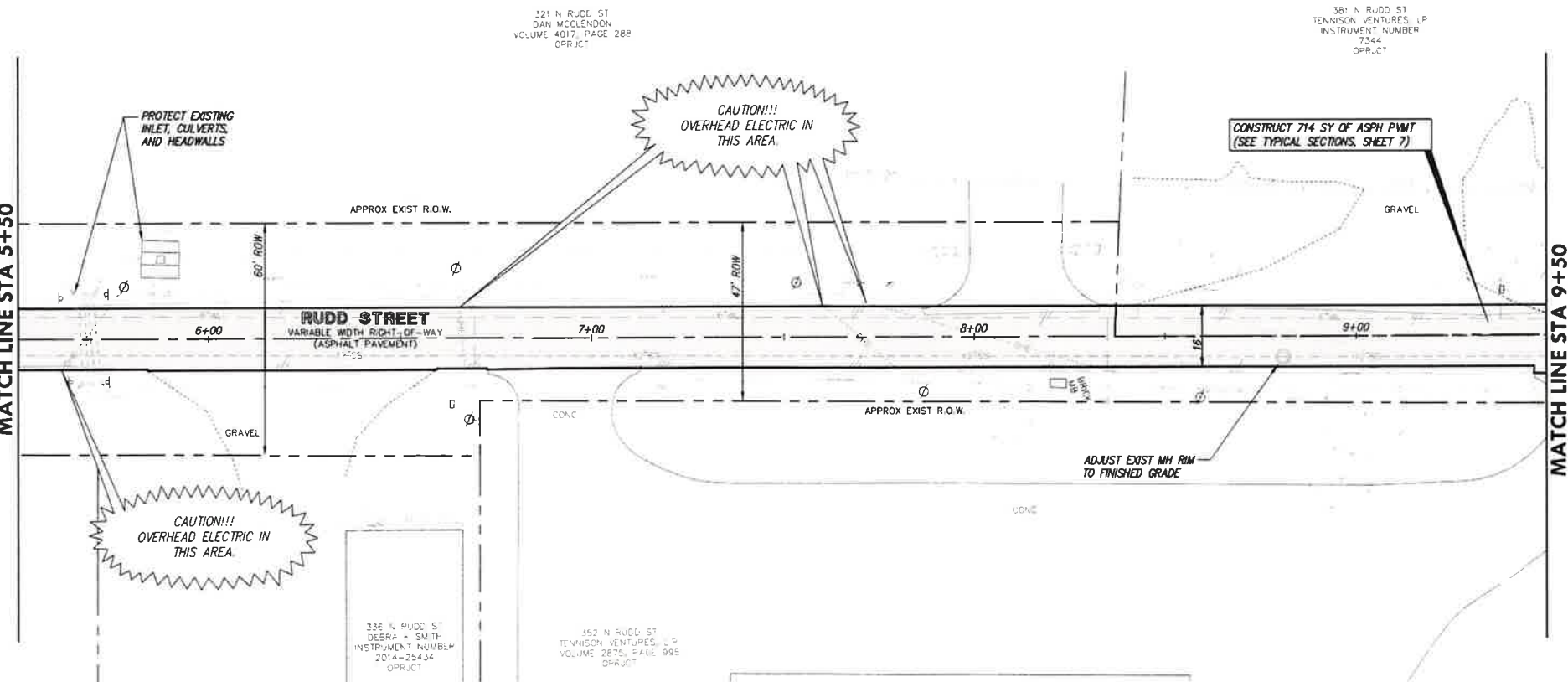
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BEGIN FULL DEPTH RECONSTRUCTION
N 6884758.45
E 2332158.99

321 N RUDD ST
DAN MCCLENDON
VOLUME 4017, PAGE 288
PROJECT



- NOTES**
1. CONTRACTOR SHALL RESTORE ALL DISTURBED PARKWAYS & YARDS TO ORIGINAL OR BETTER CONDITIONS INCLUDING, BUT NOT LIMITED TO, REPAIR/RESTORATION OF IRRIGATION SYSTEMS, LANDSCAPING, MAILBOXES, AND PLANTINGS. CONTRACTOR SHALL SOLID BLOCK SOO FROM EDGE OF PAVEMENT TO LIMITS OF DISTURBED AREA AND WATER UNTIL PROJECT FINAL ACCEPTANCE.
 2. CONTRACTOR SHALL ENSURE THAT ASPHALT ROADWAY RECONSTRUCTION EXTENDS TO EACH EXISTING DRIVEWAY TO CREATE SMOOTH TRANSITION FROM ROADWAY PAVEMENT TO DRIVEWAY.
 3. CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES AND CULVERTS WITHIN THE LIMITS OF PAVEMENT RECONSTRUCTION.
 4. CONTRACTOR SHALL COORDINATE WITH CITY AND NOTIFY RESIDENTS 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY THAT WILL IMPEDE INGRESS AND EGRESS ONTO PRIVATE PROPERTY.

MATCH LINE STA 5+50



no.	revision	by	date

teague nall and perkins, inc
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph
www.tnplinc.com
TX-PELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GA-PELS: PEF007431; TX-AE: BR 2673

THE CITY OF
BURLESON
TEXAS

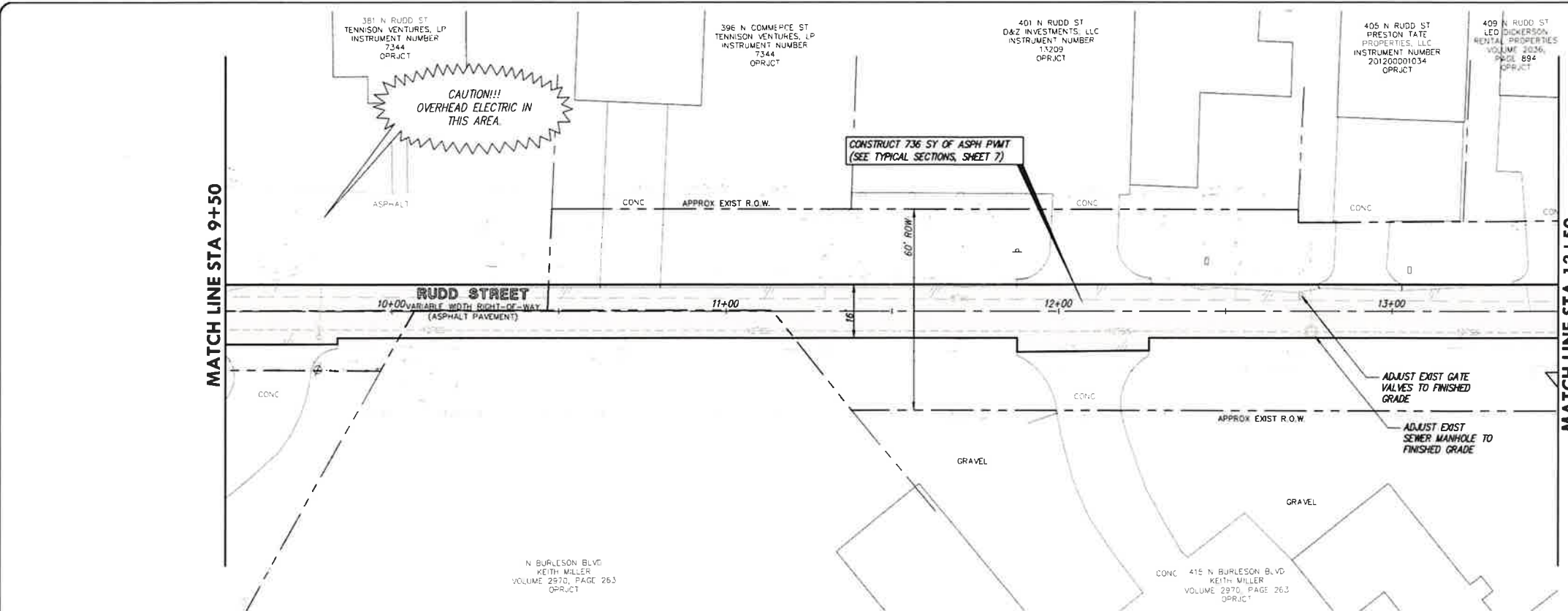
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AUG 2021



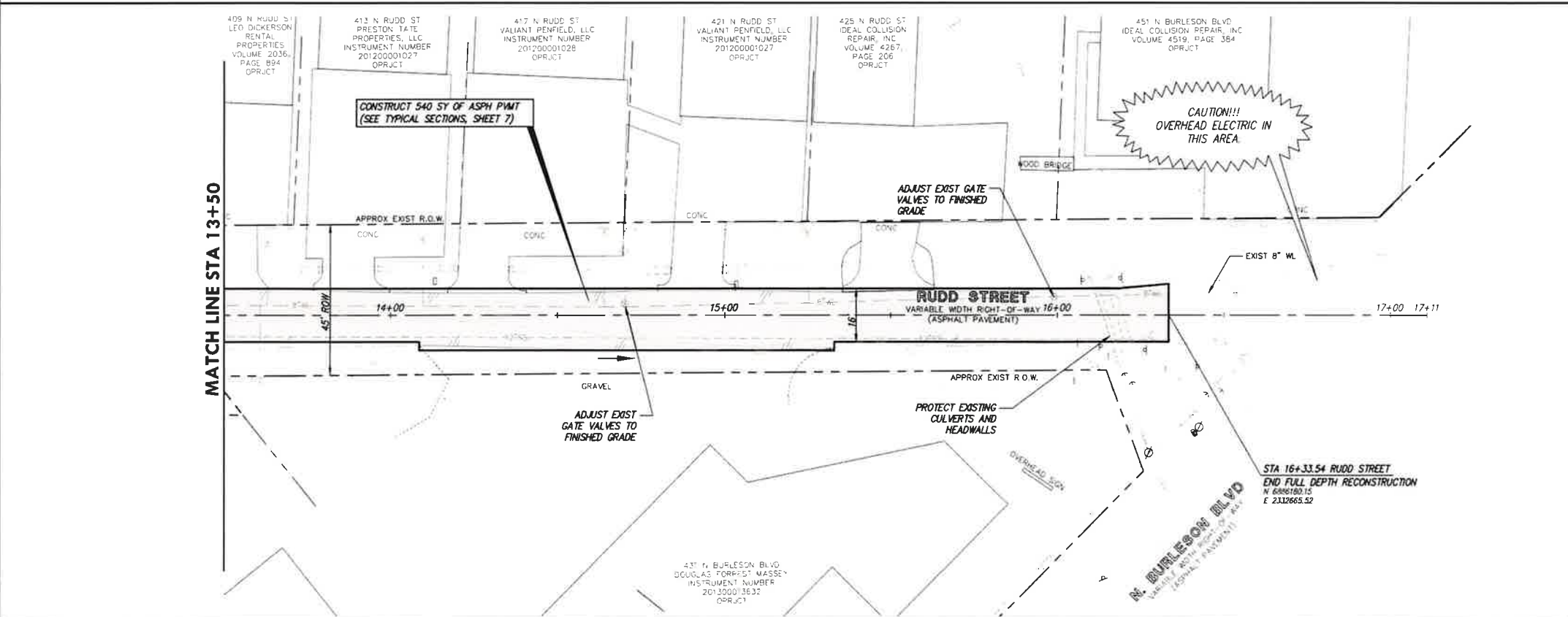
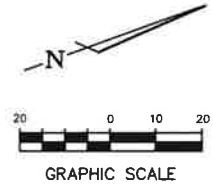
This document is for interim review and is not intended for construction, bidding or permit purposes.
ZACH GRAVES P.E. Date: AUG 2021
Tx. Reg. # 130297

City of Burleson, Texas
Construction Plans For
2018 Neighborhood Street Reconstruction
N Rudd Paving Plan
Begin to Sta 9+50

tnp project
BUR17208
sheet
10
of
39



- NOTES**
1. CONTRACTOR SHALL RESTORE ALL DISTURBED PARKWAYS & YARDS TO ORIGINAL OR BETTER CONDITIONS INCLUDING, BUT NOT LIMITED TO, REPAIR/RESTORATION OF IRRIGATION SYSTEMS, LANDSCAPING, MAILBOXES, AND PLANTINGS. CONTRACTOR SHALL SOLID BLOCK 300 FROM EDGE OF PAVEMENT TO LIMITS OF DISTURBED AREA AND WATER UNTIL PROJECT FINAL ACCEPTANCE.
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no.	revision	by	date

teague nall and perkins, inc
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GA-PELS: PEF007431; TX-AE: BR 2673



scale
horiz
1"=20'
vert
N/A
date
AUG 2021



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Tx. Reg. # 130297

City of Burleson, Texas
Construction Plans For
2018 Neighborhood Street Reconstruction
N Rudd Paving Plan
Sta 9+50 to End

tnp project
BUR17208
sheet
11
of
39



PULVERIZE EXISTING PAVEMENT/ MIX INTO
SUBGRADE/STABILIZE SUBGRADE WITH 30 LBS/SY
CEMENT. SHAPE CROWN. REPAVE WITH 2" TYPE D HMAC.

INSTALL 132 LF REFL PAV MRK
TY I AND II (W) 12" (DOT) (100 MIL)

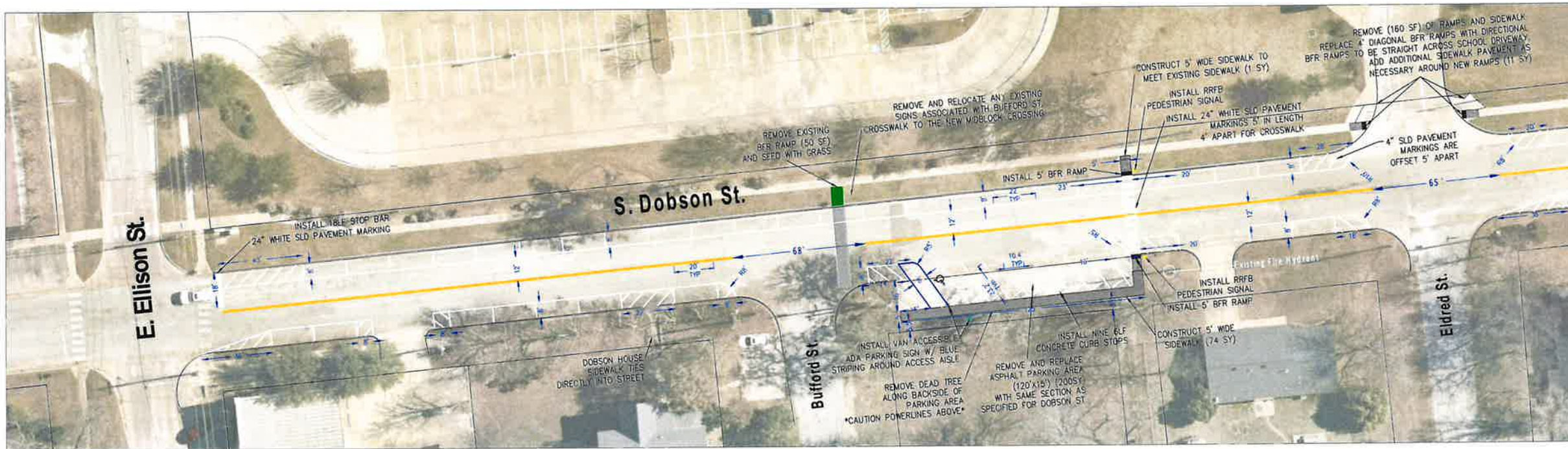
INSTALL 1 EA REFL PAV MRK
TY I AND II (W) 12" (ARROW) (100 MIL)

INSTALL 1 EA REFL PAV MRK
TY I AND II (W) 12" (WORD) (100 MIL)

INSTALL 100 LF REFL PAV MRK
TY I AND II (W) 4" (DOT) (100 MIL)

INSTALL 1 EA REFL PAV MRK
TY I AND II (W) 12" (DBL ARROW) (100 MIL)

INSTALL 200 LF REFL PAV MRK
TY I AND II (Y) 4" (DOT) (100 MIL)



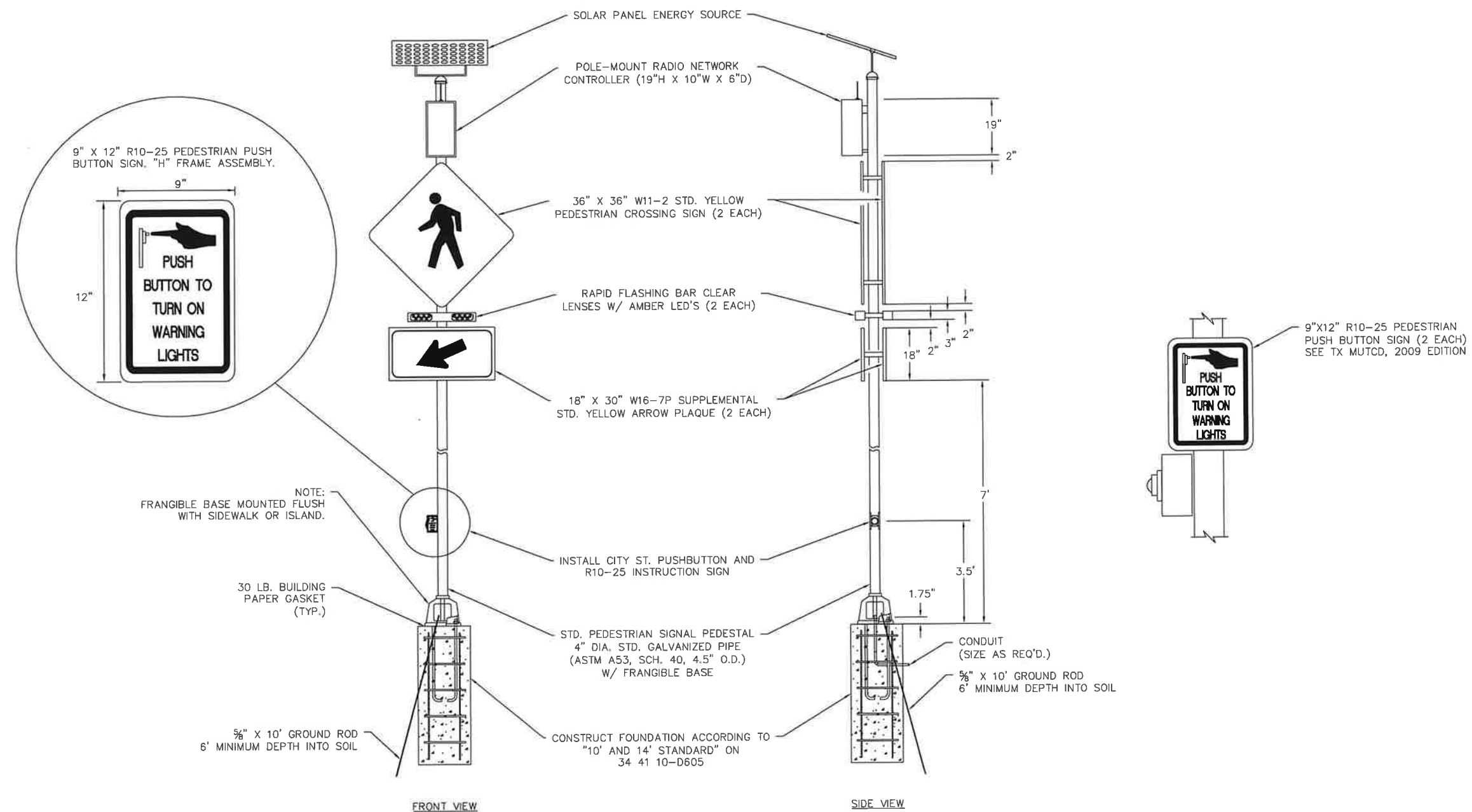
Know what's **below**.
Call before you dig.
 (@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

**DOBSON STRIPING AND SIDEWALK
LIMITS: FROM E. ELLISON TO MILLER ST.
BURLESON, TEXAS**

Public Works Engineering- CIP Division
225 W. Renfro Street, Burleson, TX 76028

270



SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON
SYSTEM PEDESTRIAN PEDESTAL INSTALLATION (TWO SIDED)



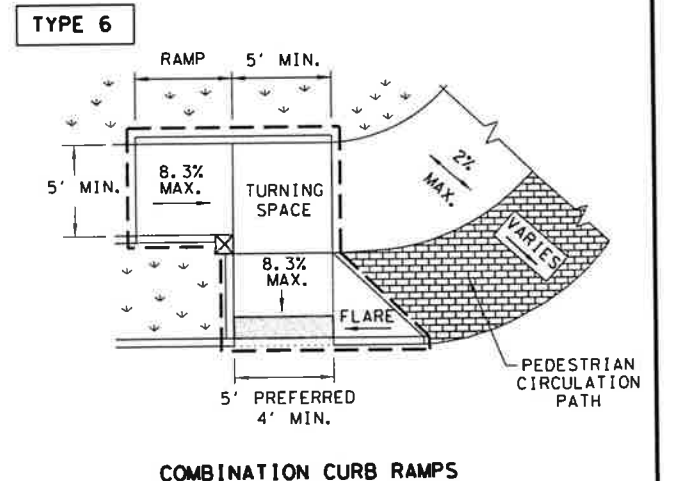
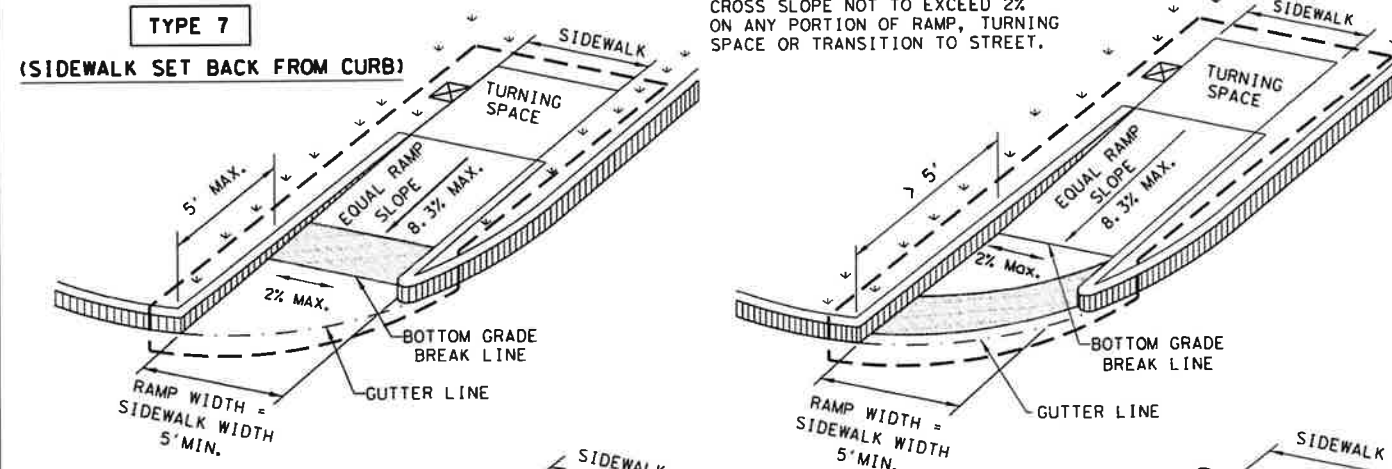
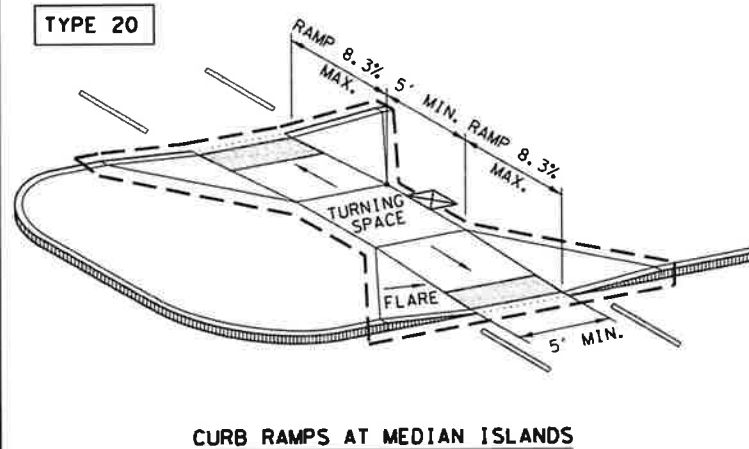
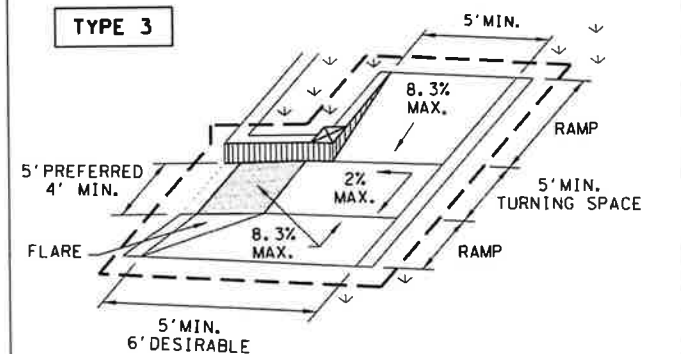
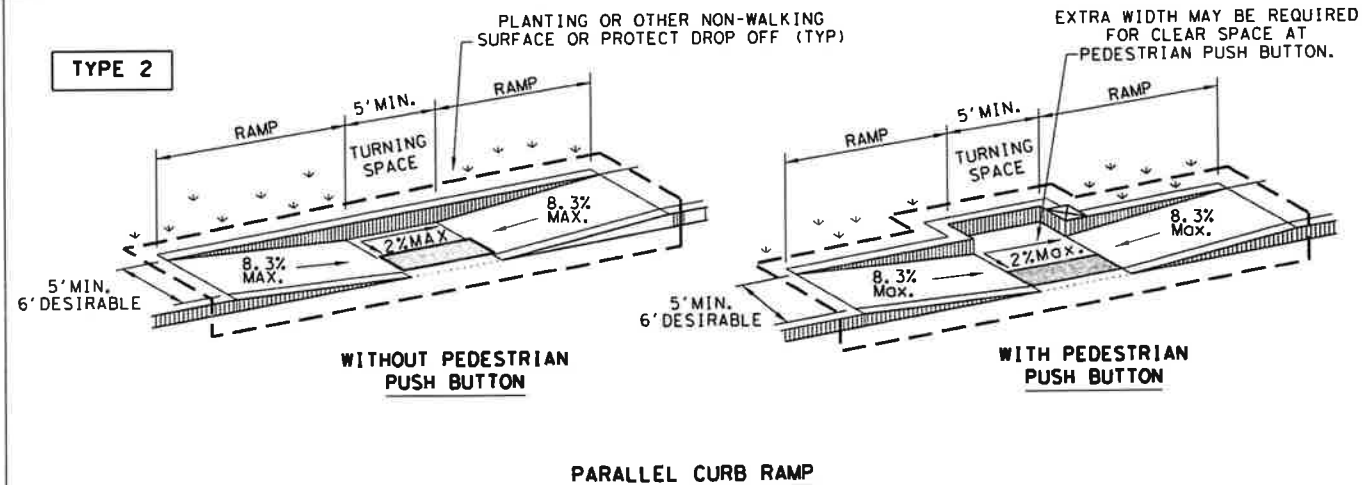
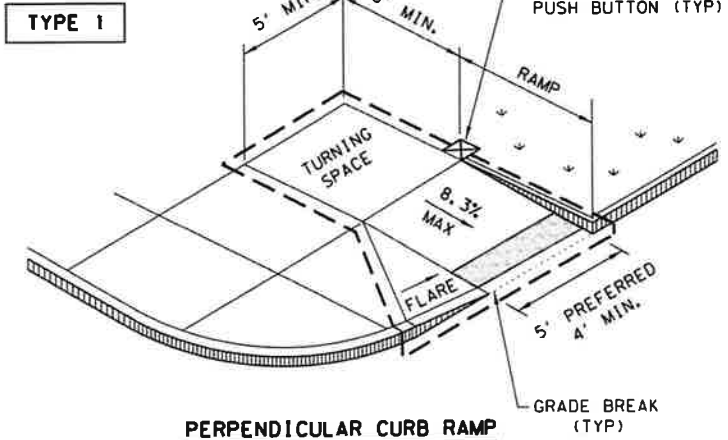
CITY OF FORT WORTH, TEXAS
**RECTANGULAR RAPID
FLASHING BEACON (2 OF 3)**

DATE: 11-21-2013

34 41 15-D681

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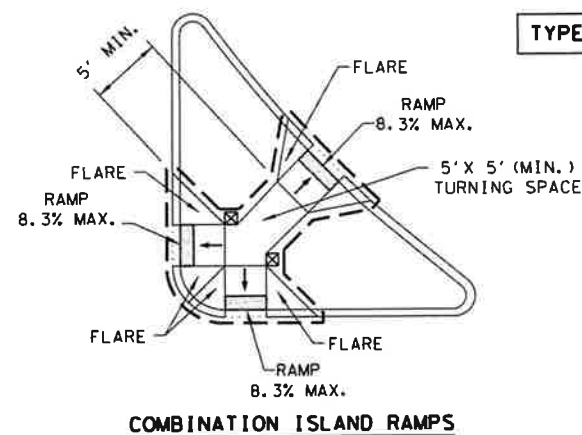
DATE: FILE:



INSTALL DETECTABLE WARNING SURFACE AT EACH END OF THE CUT-THROUGH RAMP WITH A MINIMUM 2' USUAL SIDEWALK SURFACE BETWEEN. IF MEDIAN IS LESS THAN 6' WIDE, ELIMINATE DETECTABLE WARNING SURFACES.

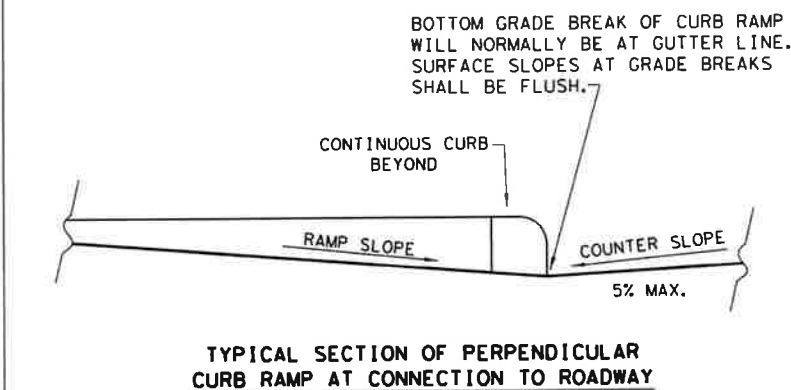
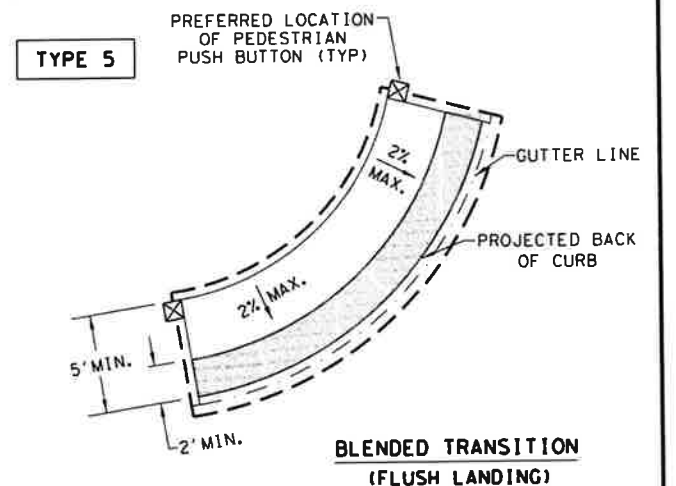
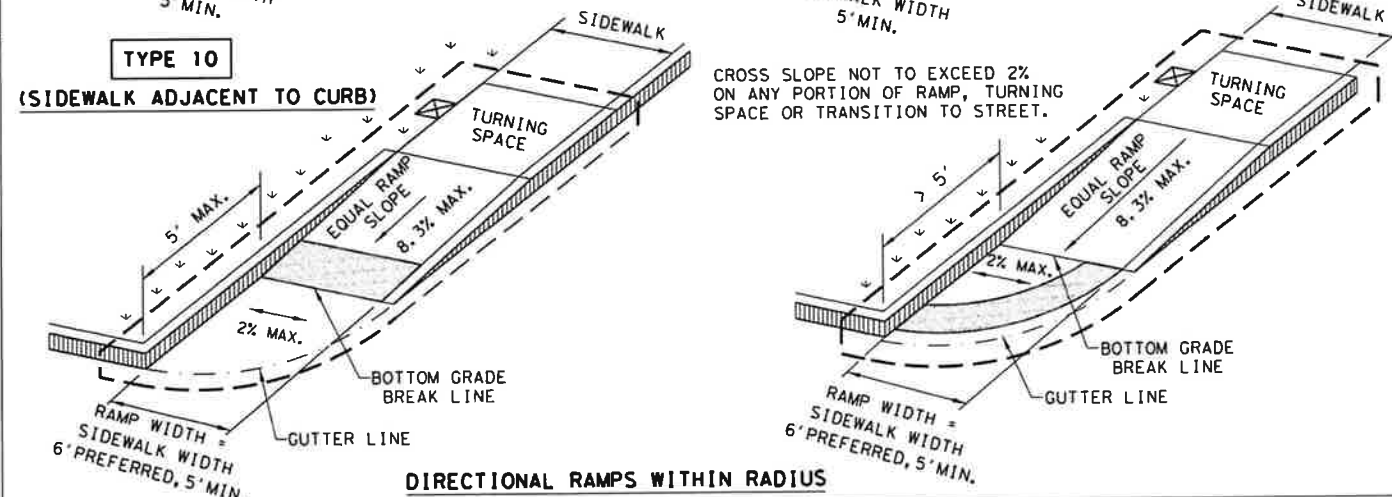
ALIGN CURB PARALLEL WITH CROSSWALK.

NOTE: CURB DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.



TYPE 21

TYPE 22



NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE.



GUTTER LINE

GRADE BREAK

RAMP LIMITS OF PAYMENT

SHEET 1 OF 4		Design Division Standard	
Texas Department of Transportation			
PEDESTRIAN FACILITIES CURB RAMPS			
PED-18			
FILE: ped18	DATE: TxDOT	DATE: VP	DATE: KM
© TxDOT: MARCH, 2002	CON: SECT	JOB	HIGHWAY
REVISED 08, 2005	REVISED 06, 2012	REVISED 01, 2018	SHEET NO.
DIST		COUNTY	C30

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DATE: FILE:

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5' x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5' x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4' x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

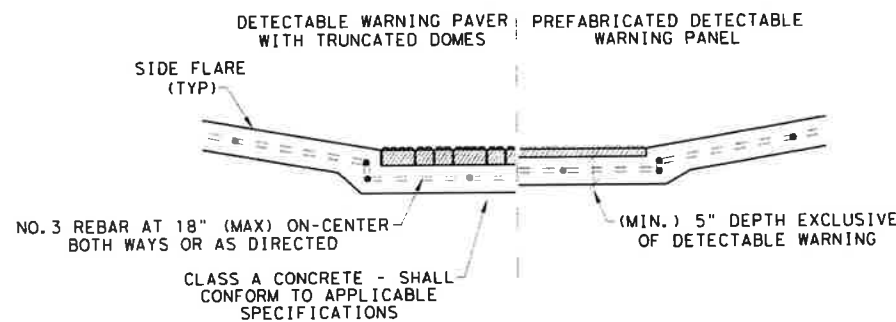
19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

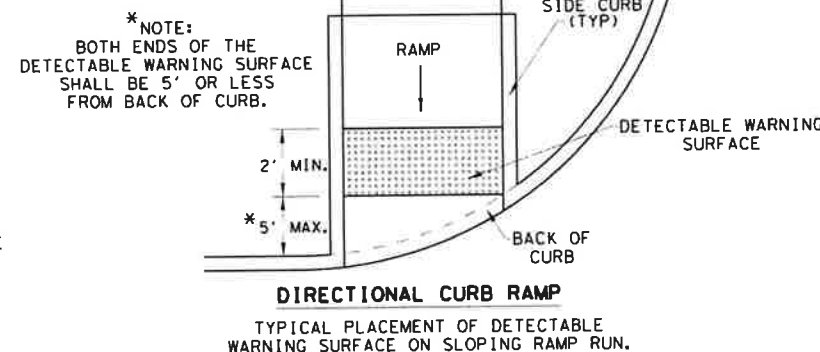
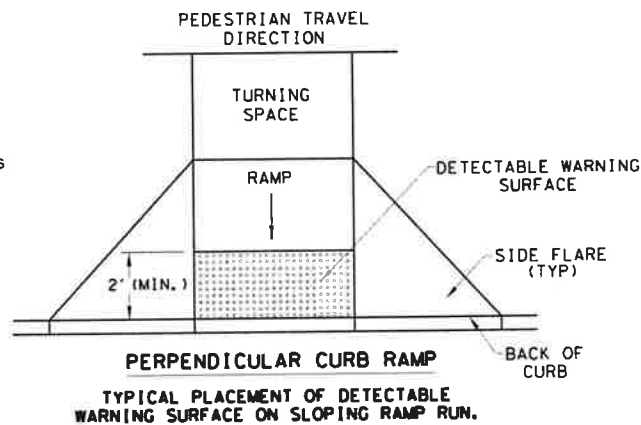
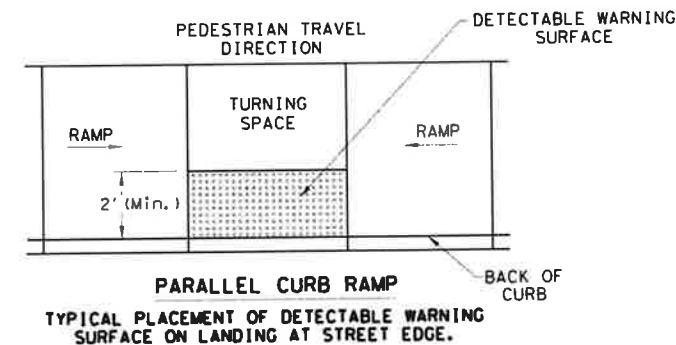
SIDEWALKS

27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROWAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.



SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS

DETECTABLE WARNING SURFACE DETAILS

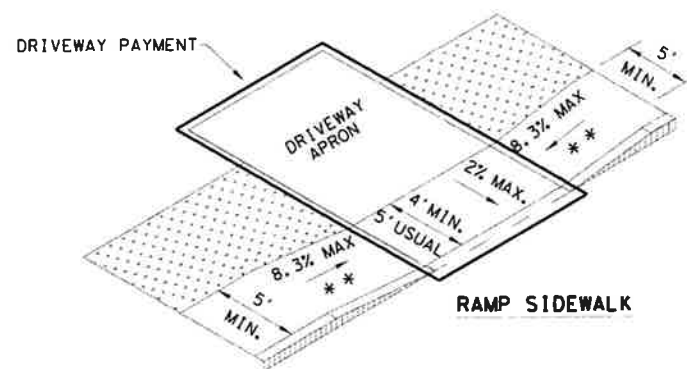
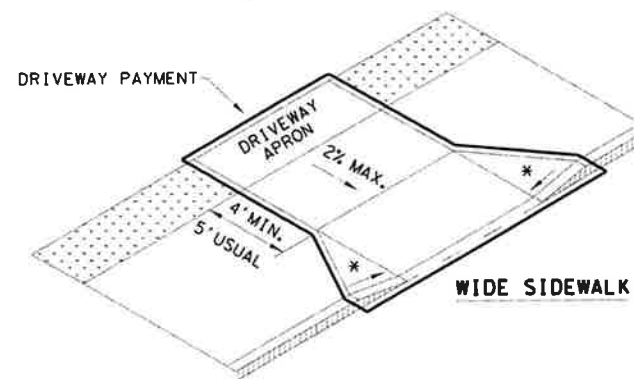
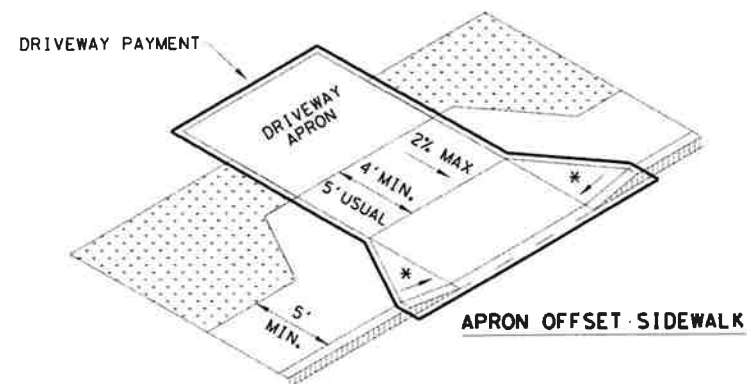
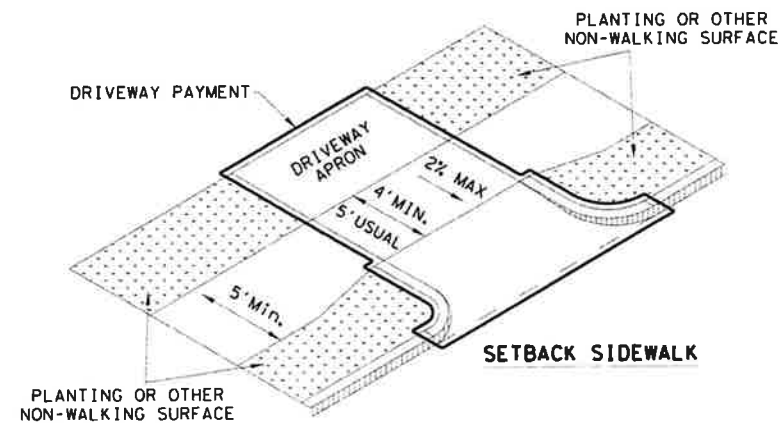


SHEET 2 OF 4

Texas Department of Transportation		Design Division Standard	
PEDESTRIAN FACILITIES			
CURB RAMPS			
PED-18			
FILE: ped18	UNIT: TxDOT	DRIVE: C-14M	CAP: PK & JC
TXDOT: MARCH, 2002	CONT: SECT	JOB	WIDENWAY
REVISIONS:			
REVISED 06, 2008	REVISED 06, 2012	REVISED 01, 2016	
	COUNTY	SHEET NO.	C31

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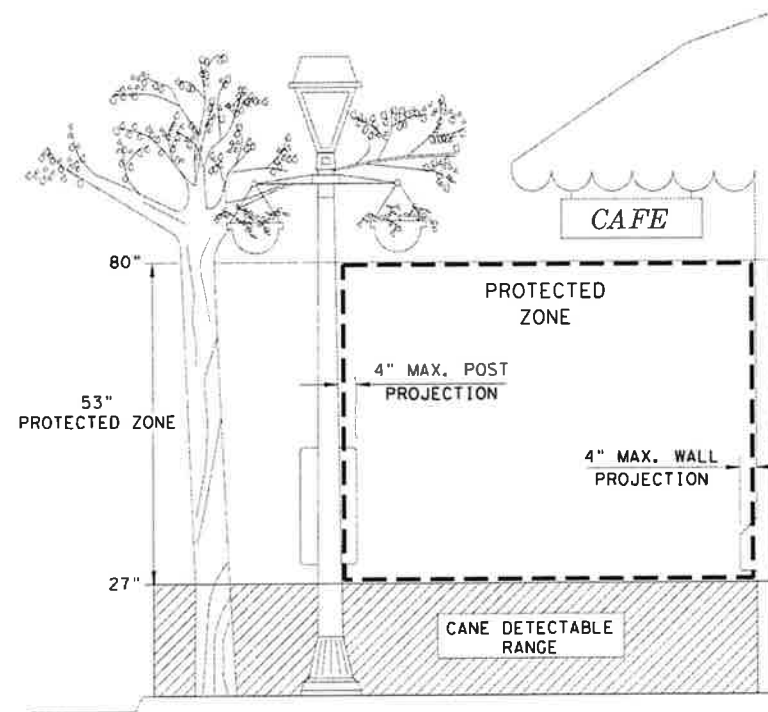
SIDEWALK TREATMENT AT DRIVEWAYS



NOTES:

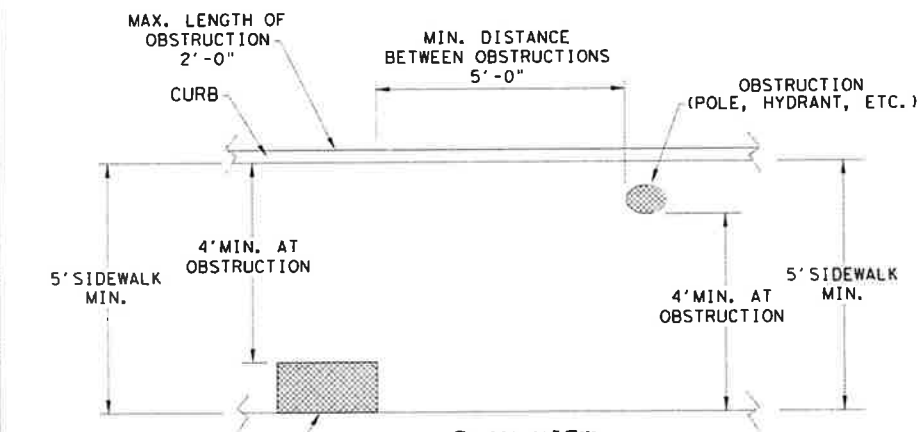
* WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX SLOPE.

** IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%. HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.



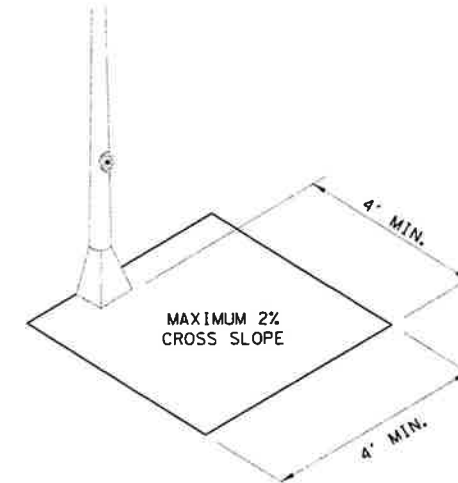
PROTECTED ZONE

NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.

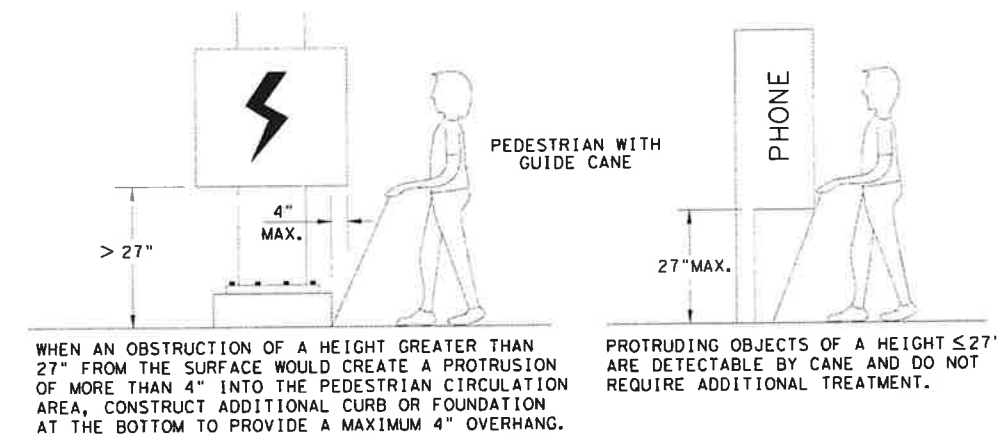


PLAN VIEW PLACEMENT OF STREET FIXTURES

NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



CLEAR SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



DETECTION BARRIER FOR VERTICAL CLEARANCE < 80"

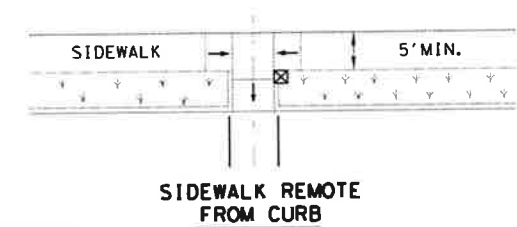
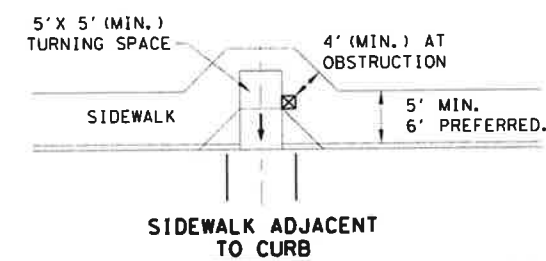
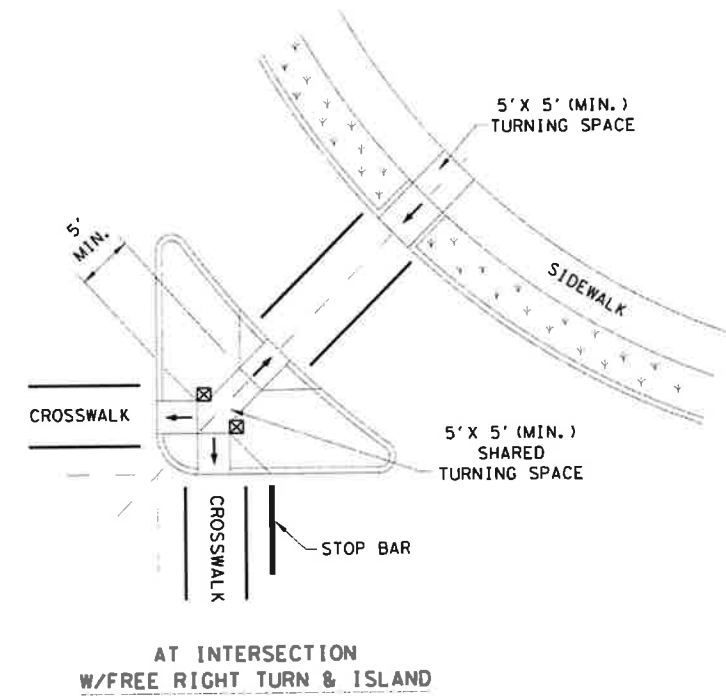
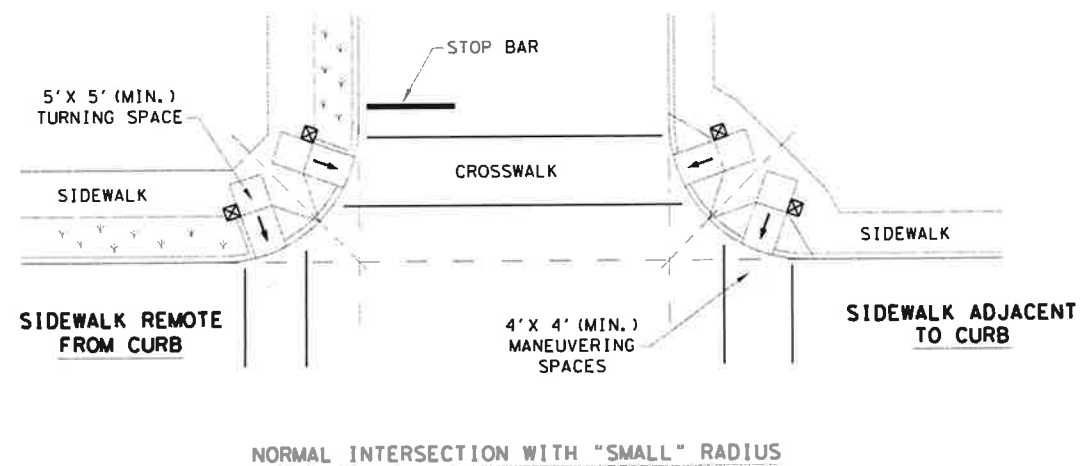
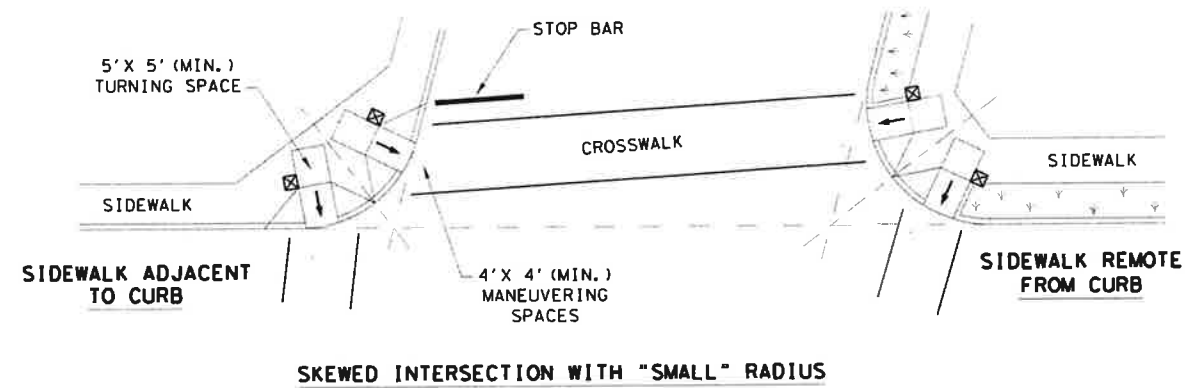
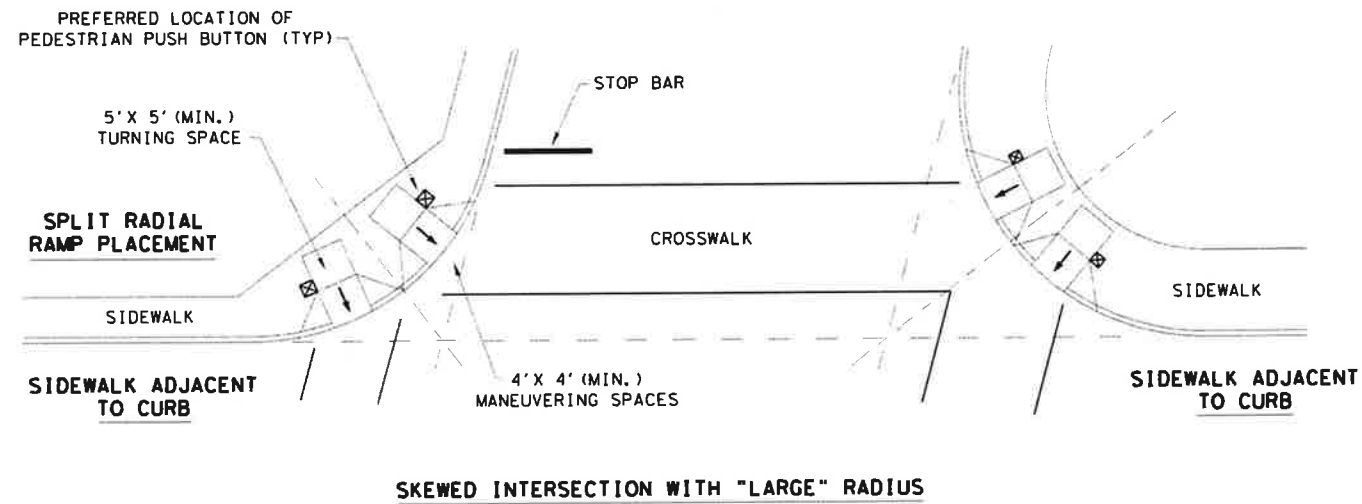
SHEET 3 OF 4

Texas Department of Transportation		Design Division Standard	
PEDESTRIAN FACILITIES			
CURB RAMPS			
PED-18			
FILE: ped18	DATE: 03/01/02	DESIGN: C-100	CHECK: C-100
© TxDOT: MARCH, 2002	CONTRACT: 0000000000	JOB: 0000000000	REVISIONS
REVISION: 08/2005	REVISION: 06/2012	REVISION: 01/2018	SHEET NO. C32

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DATE:
FILE:

TYPICAL CROSSING LAYOUTS
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS

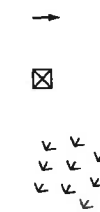


LEGEND:

SHOWS DOWNWARD SLOPE.

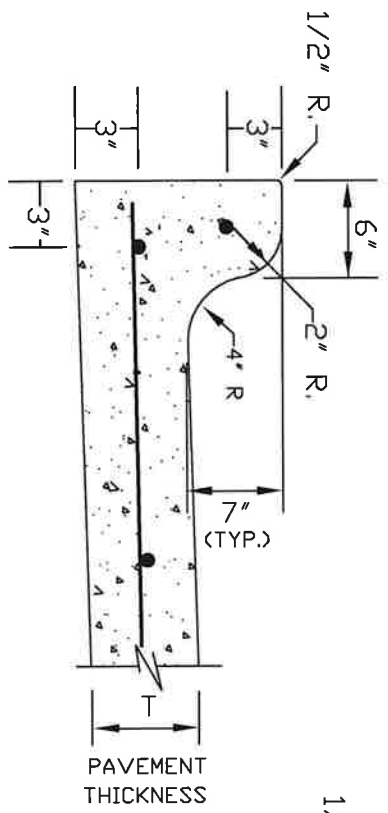
DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON (IF APPLICABLE).

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.



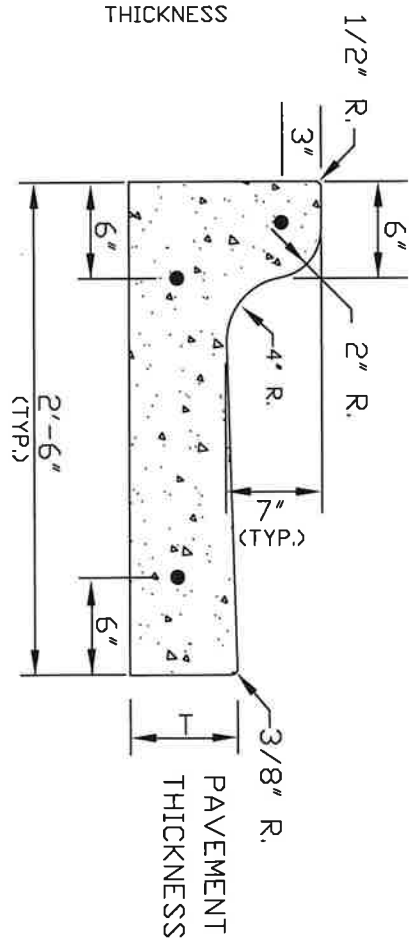
SHEET 4 OF 4

Texas Department of Transportation		Design Division Standard	
PEDESTRIAN FACILITIES			
CURB RAMPS			
PED-18			
FILE: ped18	DATE: 01/01/01	DATE: 01/01/01	DATE: 01/01/01
© TxDOT: MARCH, 2002	UNIT: SECT	JOB	REVISION
REVISED: 06/2005	REVISED: 06/2012	REVISED: 06/2016	REVISED: 06/2016
DIS*	COUNTY	SHEET NO.	C33



INTEGRAL

CONCRETE CURB & GUTTER

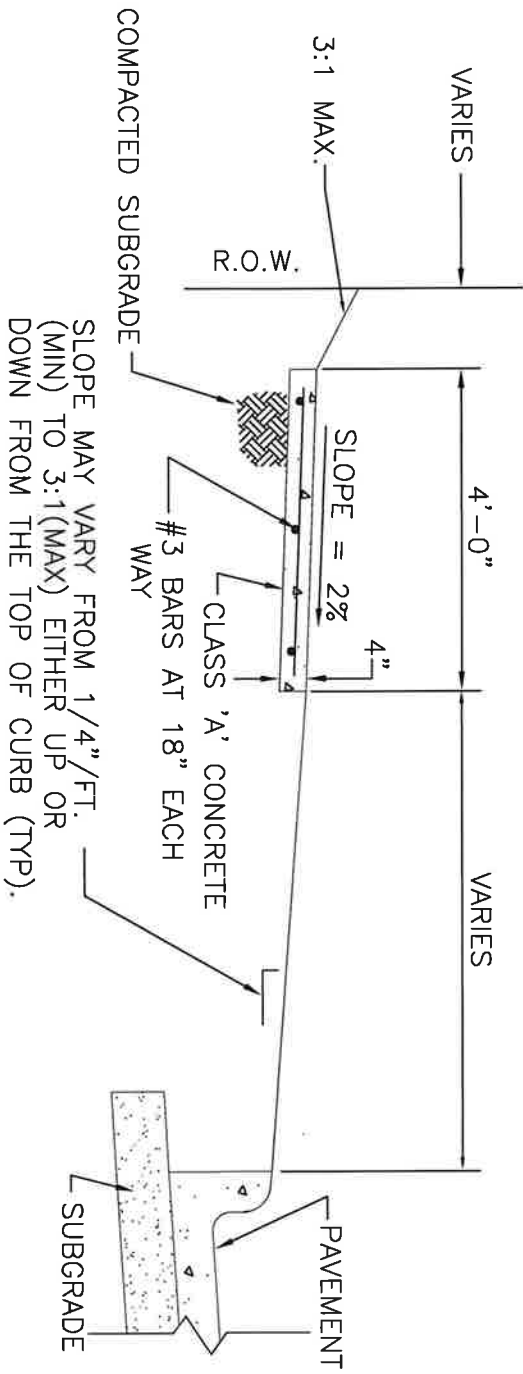
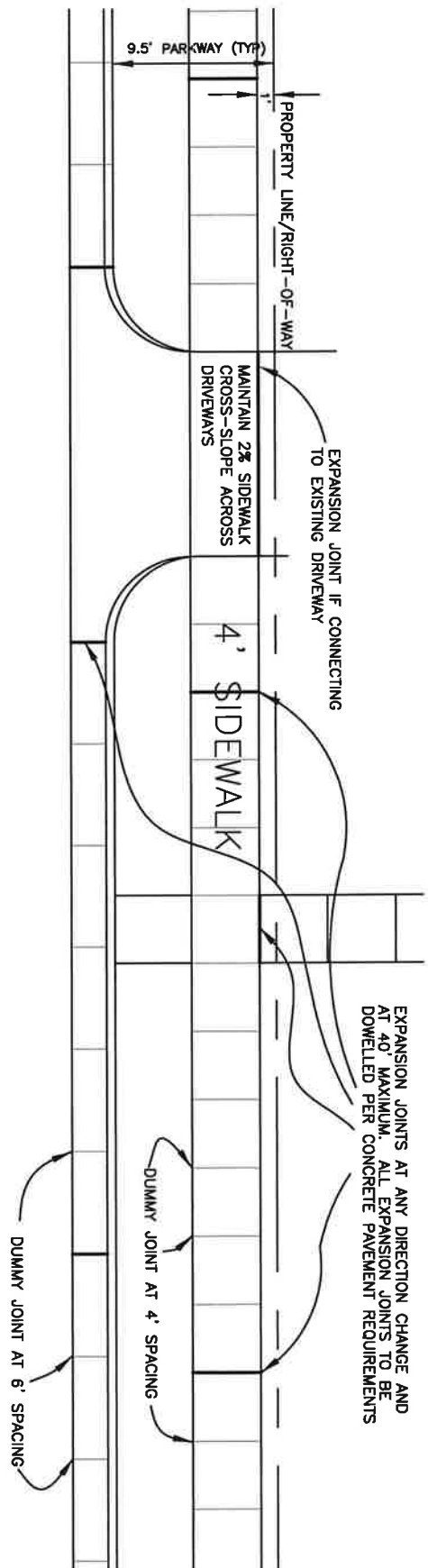


SEPARATE CURB & GUTTER

NOTES:

- 1. REINFORCEMENT SHALL BE NO. 4 BARS.
- 2. CONCRETE SHALL BE 5 1/2 SACK - 3600 PSI.

P-14	CURB AND GUTTER
CITY OF BURLESON	
ORIGINAL	10/6/06
REVISION	SWC
REVISION	
REVISION	

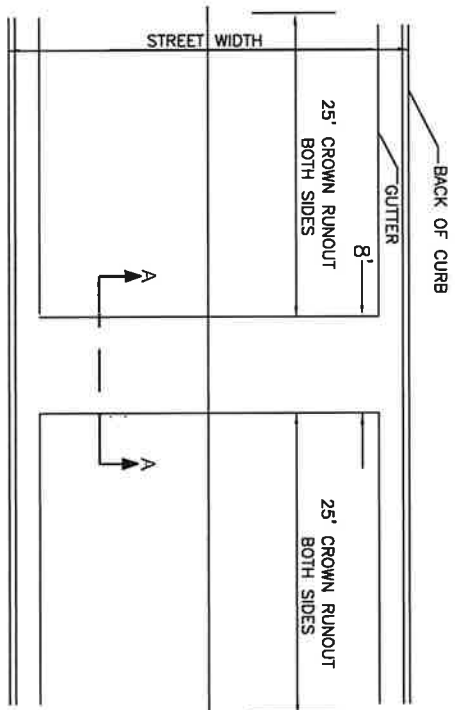


NOTE: EXPANSION JOINT EVERY 40', DUMMY JOINT EVERY 4'. SEE TRANSVERSE EXPANSION JOINT DETAIL (EXCEPT USE #4 SMOOTH DOWELS).

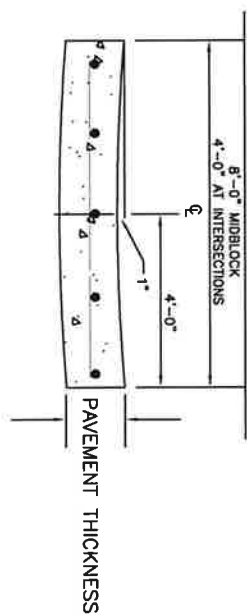
P-19	4' SIDEWALK
CITY OF BURLESON	
ORIGINAL	10/6/06
REVISION	SWC
REVISION	
REVISION	

NOTE:
ALL CONCRETE FOR VALLEY GUTTER SHALL BE CLASS "A".
REINFORCING STEEL SHALL BE NO. 4 BARS ON 12"
CENTERS BOTH WAYS.

VALLEY GUTTER PLAN



SECTION A-A



P-25	VALLEY GUTTER
CITY OF BURLESON	
ORIGINAL	10/6/06
REVISION	SWC
REVISION	
REVISION	

City of Burleson
Old Town Quiet Zone Project
Bid Tabulation
Bid Date - May 2022

		Bidder Location		Texas Bit-A-CRH Company 420 Decker Drive #200 Irving, TX 75065-8091		Peachtree Construction, LTD. 5801 Park Vista Cir. Keller, TX 76244		Grod Construction, LLC 889 E. Rock Island Ave. Boyd, TX 76023		Average of Lowest Bidders	
		Guarantee: BB-Bid Bond CC-Cashiers Chk CTC-Cert Chk Addenda Acknowledged		BB		BB		BB			
PAY ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101	1	LS	Mobilization, Bonds, Insurance	\$ 78,430.00	\$ 78,430.00	\$ 75,000.00	\$ 75,000.00	\$ 110,000.00	\$ 110,000.00	\$ 76,715.00	\$ 87,810.00
102	200	SF	Concrete repair (curb and gutter and driveways) as directed by engineer	\$ 24.40	\$ 4,880.00	\$ 22.00	\$ 4,400.00	\$ 27.00	\$ 5,400.00	\$ 23.20	\$ 4,893.33
103	1	LS	Design and implement traffic control plan	\$ 9,795.00	\$ 9,795.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 19,897.50	\$ 26,598.33
104	1	LS	Design and implement SWPPP	\$ 1,632.00	\$ 1,632.00	\$ 14,000.00	\$ 14,000.00	\$ 6,500.00	\$ 6,500.00	\$ 7,816.00	\$ 7,377.33
106	200	TON	Rock for trench stabilization/bad weather access	\$ 59.60	\$ 11,920.00	\$ 55.00	\$ 11,000.00	\$ 105.00	\$ 21,000.00	\$ 57.30	\$ 14,640.00
106	1	LS	Design and implement trench safety plan	\$ 1,632.00	\$ 1,632.00	\$ 1,800.00	\$ 1,800.00	\$ 5,000.00	\$ 5,000.00	\$ 1,716.00	\$ 2,810.67
107	200	TON	HMAC cold mix for pavement repair as directed by the engineer	\$ 211.25	\$ 42,250.00	\$ 150.00	\$ 30,000.00	\$ 200.00	\$ 40,000.00	\$ 180.63	\$ 37,416.67
108	1,000	SY	Hydromulch	\$ 5.85	\$ 5,850.00	\$ 14.00	\$ 14,000.00	\$ 10.00	\$ 10,000.00	\$ 9.93	\$ 9,950.00
109	1	LS	Irrigation Repair (as approved by engineer)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
110	1	LS	Contingency (as approved by engineer)	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
201	10,200	SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness)	\$ 6.70	\$ 68,340.00	\$ 9.50	\$ 96,900.00	\$ 16.00	\$ 163,200.00	\$ 8.10	\$ 109,480.00
202	154	TN	Cement at 30 lbs per square yard	\$ 310.75	\$ 47,855.50	\$ 260.00	\$ 40,040.00	\$ 225.00	\$ 34,650.00	\$ 285.38	\$ 40,848.50
203	10,200	SY	2" HMAC Type "D" pavement	\$ 15.50	\$ 158,100.00	\$ 16.25	\$ 166,750.00	\$ 17.50	\$ 178,500.00	\$ 15.88	\$ 167,450.00
301	1,500	SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness)	\$ 9.45	\$ 14,175.00	\$ 9.50	\$ 14,250.00	\$ 18.00	\$ 27,000.00	\$ 9.48	\$ 18,475.00
302	23	TN	Cement at 30 lbs per square yard	\$ 310.75	\$ 7,147.25	\$ 260.00	\$ 5,980.00	\$ 225.00	\$ 5,175.00	\$ 285.38	\$ 6,100.75
303	1,500	SY	2" HMAC Type "D" pavement	\$ 19.30	\$ 28,950.00	\$ 20.75	\$ 31,125.00	\$ 19.00	\$ 28,500.00	\$ 20.03	\$ 29,525.00
401	4,200	SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness)	\$ 7.20	\$ 30,240.00	\$ 9.50	\$ 39,900.00	\$ 17.00	\$ 71,400.00	\$ 8.35	\$ 47,180.00
402	63	TN	Cement at 30 lbs per square yard	\$ 310.75	\$ 19,577.25	\$ 260.00	\$ 16,380.00	\$ 225.00	\$ 14,175.00	\$ 285.38	\$ 16,710.00
403	4,200	SY	2" HMAC Type "D" pavement	\$ 15.85	\$ 66,570.00	\$ 16.85	\$ 70,770.00	\$ 18.00	\$ 75,600.00	\$ 16.35	\$ 70,980.00
501	3,047	SY	Remove Existing Pavement and Base Material	\$ 16.05	\$ 48,904.35	\$ 15.50	\$ 47,228.50	\$ 14.00	\$ 42,658.00	\$ 15.78	\$ 46,263.62
502	3,243	SY	6" Flexbase Subgrade (Type A)	\$ 16.10	\$ 52,212.30	\$ 22.00	\$ 71,346.00	\$ 21.00	\$ 68,103.00	\$ 19.05	\$ 63,887.10
503	2,899	SY	2" HMAC Type "D" pavement	\$ 16.00	\$ 46,384.00	\$ 17.50	\$ 50,735.50	\$ 18.00	\$ 52,182.00	\$ 16.75	\$ 49,766.17
504	2,899	SY	5" HMAC Type "B" pavement	\$ 33.46	\$ 97,000.54	\$ 39.15	\$ 113,495.85	\$ 41.00	\$ 118,859.00	\$ 36.31	\$ 109,785.13
601	4,000	SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness)	\$ 7.50	\$ 30,000.00	\$ 9.50	\$ 38,000.00	\$ 17.50	\$ 70,000.00	\$ 8.50	\$ 46,000.00
602	60	TN	Cement at 30 lbs per square yard	\$ 310.75	\$ 18,645.00	\$ 260.00	\$ 15,600.00	\$ 225.00	\$ 13,500.00	\$ 285.38	\$ 15,915.00
603	4,000	SY	2" HMAC Type "D" pavement	\$ 15.85	\$ 63,800.00	\$ 16.65	\$ 66,600.00	\$ 18.00	\$ 72,000.00	\$ 16.30	\$ 67,466.67
604	50	LF	Ref Pav Msk TY I (W) 4" (DOT)100MIL	\$ 1.25	\$ 62.50	\$ 1.90	\$ 95.00	\$ 2.00	\$ 100.00	\$ 1.53	\$ 76.50
605	20	LF	Ref Pav Msk TY II (W) 4" (DOT)100MIL	\$ 0.70	\$ 35.00	\$ 0.75	\$ 37.50	\$ 0.50	\$ 25.00	\$ 0.73	\$ 32.50
606	200	LF	Ref Pav Msk TY I (Y) 4" (DOT)100MIL	\$ 1.25	\$ 250.00	\$ 1.80	\$ 360.00	\$ 2.00	\$ 400.00	\$ 1.53	\$ 336.67
607	200	LF	Ref Pav Msk TY II (Y) 4" (DOT)100MIL	\$ 0.70	\$ 140.00	\$ 0.75	\$ 150.00	\$ 0.50	\$ 100.00	\$ 0.73	\$ 130.00
608	132	LF	Ref Pav Msk TY I (W) 12" (DOT)100MIL	\$ 7.30	\$ 1,042.80	\$ 8.15	\$ 1,075.80	\$ 6.00	\$ 792.00	\$ 6.03	\$ 870.20
609	132	LF	Ref Pav Msk TY II (W) 12" (DOT)100MIL	\$ 2.45	\$ 323.40	\$ 3.50	\$ 462.00	\$ 2.50	\$ 330.00	\$ 2.48	\$ 327.80
610	1	EA	Ref Pav Msk TY I (W) (WORD)100 MIL	\$ 429.80	\$ 429.80	\$ 450.00	\$ 450.00	\$ 180.00	\$ 180.00	\$ 439.90	\$ 353.27
611	1	EA	Ref Pav Msk TY II (W) (WORD)100 MIL	\$ 179.55	\$ 179.55	\$ 200.00	\$ 200.00	\$ 25.00	\$ 25.00	\$ 189.78	\$ 134.85
612	1	EA	Ref Pav Msk TY I (W) (ARROW)100 MIL	\$ 299.25	\$ 299.25	\$ 300.00	\$ 300.00	\$ 180.00	\$ 180.00	\$ 299.63	\$ 259.75
613	1	EA	Ref Pav Msk TY II (W) (ARROW)100 MIL	\$ 136.00	\$ 136.00	\$ 150.00	\$ 150.00	\$ 25.00	\$ 25.00	\$ 143.00	\$ 103.67
614	1	EA	Ref Pav Msk TY I (W) (DBL ARROW)100 MIL	\$ 462.45	\$ 462.45	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 481.23	\$ 404.15
615	1	EA	Ref Pav Msk TY II (W) (DBL ARROW)100 MIL	\$ 157.80	\$ 157.80	\$ 160.00	\$ 160.00	\$ 25.00	\$ 25.00	\$ 158.90	\$ 114.27
616	250	LF	Pav Surf Prep for Msk (4")	\$ 0.25	\$ 62.50	\$ 0.30	\$ 75.00	\$ 0.25	\$ 62.50	\$ 0.28	\$ 66.67
617	132	LF	Pav Surf Prep for Msk (12")	\$ 0.80	\$ 105.60	\$ 0.90	\$ 118.80	\$ 0.25	\$ 33.00	\$ 0.85	\$ 85.80
618	1	EA	Pav Surf Prep for Msk (WORD)	\$ 38.10	\$ 38.10	\$ 36.00	\$ 36.00	\$ 25.00	\$ 25.00	\$ 37.05	\$ 33.03
619	1	EA	Pav Surf Prep for Msk (ARROW)	\$ 27.20	\$ 27.20	\$ 36.00	\$ 36.00	\$ 25.00	\$ 25.00	\$ 31.60	\$ 29.40
620	1	EA	Pav Surf Prep for Msk (DBL Arrow)	\$ 38.10	\$ 38.10	\$ 55.00	\$ 55.00	\$ 25.00	\$ 25.00	\$ 46.55	\$ 38.37
701	6,900	SY	Pulverize existing pavement, reshape and stabilize 8" subgrade (includes haul off as necessary for pavement thickness)	\$ 13.75	\$ 94,875.00	\$ 19.00	\$ 131,100.00	\$ 18.00	\$ 124,200.00	\$ 16.38	\$ 116,725.00
702	120	TN	Lime at 36 lbs per square yard	\$ 225.80	\$ 27,096.00	\$ 300.00	\$ 36,000.00	\$ 310.00	\$ 37,200.00	\$ 262.90	\$ 33,432.00
703	6,900	SY	2" HMAC Type "D" pavement	\$ 15.40	\$ 106,260.00	\$ 17.35	\$ 119,715.00	\$ 18.00	\$ 124,200.00	\$ 16.38	\$ 116,725.00
704	6,900	SY	5" HMAC Type "B" pavement	\$ 32.90	\$ 227,010.00	\$ 36.40	\$ 251,160.00	\$ 42.00	\$ 289,800.00	\$ 34.65	\$ 255,990.00
705	86	SY	4" Concrete Sidewalk	\$ 68.00	\$ 5,848.00	\$ 128.00	\$ 11,008.00	\$ 100.00	\$ 8,600.00	\$ 98.00	\$ 8,485.33
706	36	SF	Detectable Warning Surface	\$ 108.35	\$ 3,900.60	\$ 26.00	\$ 936.00	\$ 60.00	\$ 2,160.00	\$ 67.18	\$ 2,339.20
707	2	EA	4" Curb Ramp	\$ 1,281.10	\$ 2,562.20	\$ 5,000.00	\$ 10,000.00	\$ 2,200.00	\$ 4,400.00	\$ 3,140.55	\$ 5,654.07
708	2	EA	5" Curb Ramp	\$ 1,281.10	\$ 2,562.20	\$ 5,000.00	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,140.55	\$ 5,854.07
709	210	SF	Remove and Dispose Existing Concrete Sidewalk	\$ 10.40	\$ 2,184.00	\$ 11.00	\$ 2,310.00	\$ 5.00	\$ 1,050.00	\$ 10.70	\$ 2,248.00
710	2	EA	Solar RFB Pedestrian Actuated Signals	\$ 18,770.50	\$ 37,541.00	\$ 23,000.00	\$ 46,000.00	\$ 12,500.00	\$ 25,000.00	\$ 20,885.25	\$ 36,180.33
711	9	EA	6" Conc. Wheel Stops	\$ 108.80	\$ 979.20	\$ 120.00	\$ 1,080.00	\$ 120.00	\$ 1,080.00	\$ 114.40	\$ 1,046.40
712	1	EA	Remove and Dispose of Dead Tree (3" Trunk Dia.)	\$ 2,176.30	\$ 2,176.30	\$ 4,000.00	\$ 4,000.00	\$ 1,200.00	\$ 1,200.00	\$ 3,088.15	\$ 2,458.77
713	3,600	LF	Ref Pav Msk TY I (Y) 4" (DOT)100MIL	\$ 1.25	\$ 4,500.00	\$ 1.20	\$ 4,320.00	\$ 1.60	\$ 5,760.00	\$ 1.15	\$ 4,140.00
714	3,600	LF	Ref Pav Msk TY II (Y) 4" (DOT)100MIL	\$ 0.70	\$ 2,520.00	\$ 0.75	\$ 2,700.00	\$ 0.10	\$ 360.00	\$ 0.73	\$ 1,860.00
715	65	LF	Ref Pav Msk TY I (B) 4" (DOT)100MIL	\$ 6.80	\$ 442.00	\$ 22.50	\$ 1,462.50	\$ 13.00	\$ 845.00	\$ 14.65	\$ 916.50
716	65	LF	Ref Pav Msk TY II (B) 4" (DOT)100MIL	\$ 3.35	\$ 217.75	\$ 11.20	\$ 728.00	\$ 3.00	\$ 195.00	\$ 7.28	\$ 469.00
717	2,900	LF	Ref Pav Msk TY I (W) 4" (DOT)100MIL	\$ 1.25	\$ 3,625.00	\$ 1.20	\$ 3,480.00	\$ 1.75	\$ 5,075.00	\$ 1.13	\$ 3,262.50
718	2,900	LF	Ref Pav Msk TY II (W) 4" (DOT)100MIL	\$ 0.70	\$ 2,030.00	\$ 0.75	\$ 2,175.00	\$ 0.10	\$ 290.00	\$ 0.73	\$ 1,498.33
719	115	LF	Ref Pav Msk TY I (W) 12" (DOT)100MIL	\$ 7.90	\$ 908.50	\$ 8.00	\$ 920.00	\$ 7.00	\$ 805.00	\$ 7.95	\$ 877.83
720	115	LF	Ref Pav Msk TY II (W) 12" (DOT)100MIL	\$ 2.45	\$ 281.75	\$ 2.50	\$ 287.50	\$ 2.00	\$ 230.00	\$ 2.48	\$ 286.42
721	245	LF	Ref Pav Msk TY I (W) 24" (DOT)100MIL	\$ 15.50	\$ 3,797.50	\$ 16.00	\$ 3,920.00	\$ 11.00	\$ 2,695.00	\$ 15.75	\$ 3,470.83
722	245	LF	Ref Pav Msk TY II (W) 24" (DOT)100MIL	\$ 6.00	\$ 1,470.00	\$ 6.50	\$ 1,592.50	\$ 2.00	\$ 490.00	\$ 6.25	\$ 1,184.17
723	1	EA	ADA Parking Space Symbol	\$ 342.75	\$ 342.75	\$ 385.00	\$ 385.00	\$ 650.00	\$ 650.00	\$ 363.88	\$ 459.25
724	1	EA	Van Accessible Parking Space Sign	\$ 380.85	\$ 380.85	\$ 630.00	\$ 630.00	\$ 800.00	\$ 800.00	\$ 605.43	\$ 670.28
725	74	EA	Raised Dotted Yellow Pavement Markings	\$ 4.75	\$ 351.50	\$ 4.75	\$ 351.50	\$ 7.00	\$ 518.00	\$ 4.75	\$ 351.50
726	6,500	LF	Pav Surf Prep for Msk (4")	\$ 0.25	\$ 1,625.00	\$ 0.30	\$ 1,950.00	\$ 0.15	\$ 975.00	\$ 0.28	\$ 1,516.67
727	115	LF	Pav Surf Prep for Msk (12")	\$ 0.80	\$ 92.00	\$ 85.00	\$ 9,875.00	\$ 0.25	\$ 28.75	\$ 42.90	\$ 3,298.58
728	175	LF	Pav Surf Prep for Msk (24")	\$ 1.85	\$ 323.75	\$ 1.70	\$ 297.50	\$ 1.50	\$ 262.50	\$ 1.68	\$ 289.92
729	1	EA	Pav Surf Prep for Msk (ADA Symbol)	\$ 27.20	\$ 27.20	\$ 28.00	\$ 28.00	\$ 20.00	\$ 20.00	\$ 27.60	\$ 25.07
730	1,000	LF	8" PVC SDR-35 sewer pipeline installed in existing trench	\$ 92.50	\$ 92,500.00	\$ 100.00	\$ 100,000.00	\$ 125.00	\$ 125,000.00	\$ 96.25	\$ 105,833.33
731	3	EA	Demo and remove existing 4" sanitary sewer manhole	\$ 707.30	\$ 2,121.90	\$ 750.00	\$ 2,250.00	\$ 3,000.00	\$ 9,000.00	\$ 728.65	\$ 4,457.30
732	3	EA	Install standard 6" diameter sanitary sewer manhole with 30" in	\$ 7,889.05	\$ 23,667.15	\$ 8,000.00	\$ 24,000.00	\$ 12,000.00	\$ 36,000.00	\$ 7,944.53	\$ 27,889.05
733	210	LF	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line	\$ 48.95	\$ 10,279.50	\$ 55.00	\$ 11,550.00	\$ 215.00	\$ 45,150.00	\$ 51.98	\$ 22,326.50
				\$ 1,662,543.84		\$ 1,895,084.95		\$ 2,165,043.75		\$ 1,904,224.18	

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: August 1, 2022

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 the E. Renfro (FM 3391) roadway improvements not to exceed \$114,222. (*Staff Presenter: Eric Oscarson, Director of Public Works*)

SUMMARY:

East Renfro Street (FM 3391) is a TxDOT - maintained roadway from I-35W to just east of CR 602. This same roadway section was identified by the GO Bond Election Committee as a project for the GO Bond election. The project consisted of initial environmental study and schematic design at an estimated cost of \$2,697,512. The GO Bond Project did not include right-of-way acquisition. This project was approved by voters as part of the GO bond package and scheduled to begin in FY27. The city's project did not include full design costs or cost for construction.

TxDOT will be moving forward with moving forward with fully funding the design and construction of the roadway. 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 \$1,142,220 and the city's portion would be \$114,222. 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. The funding for this project can be from the GO Bond proceeds approved by the voters.

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. This project would be funded utilizing the voter-approved GO Bond funds and the remaining funds would be saved for contingency purposes.

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 E. Renfro (FM 3391) roadway improvements not to exceed \$114,222.
- 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 E. Renfro (FM 3391) roadway improvements not to exceed \$114,222.

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 E. Renfro (FM 3391) roadway improvements not to exceed \$114,222.

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

N/A

FISCAL IMPACT:

Budget Impact: \$114,222.00

Funding Source: E. Renfro GO Project

STAFF CONTACT:

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

E. RENFRO (FM 3391)

Right-of-Way Acquisition



EAST RENFRO STREET/FM 3391

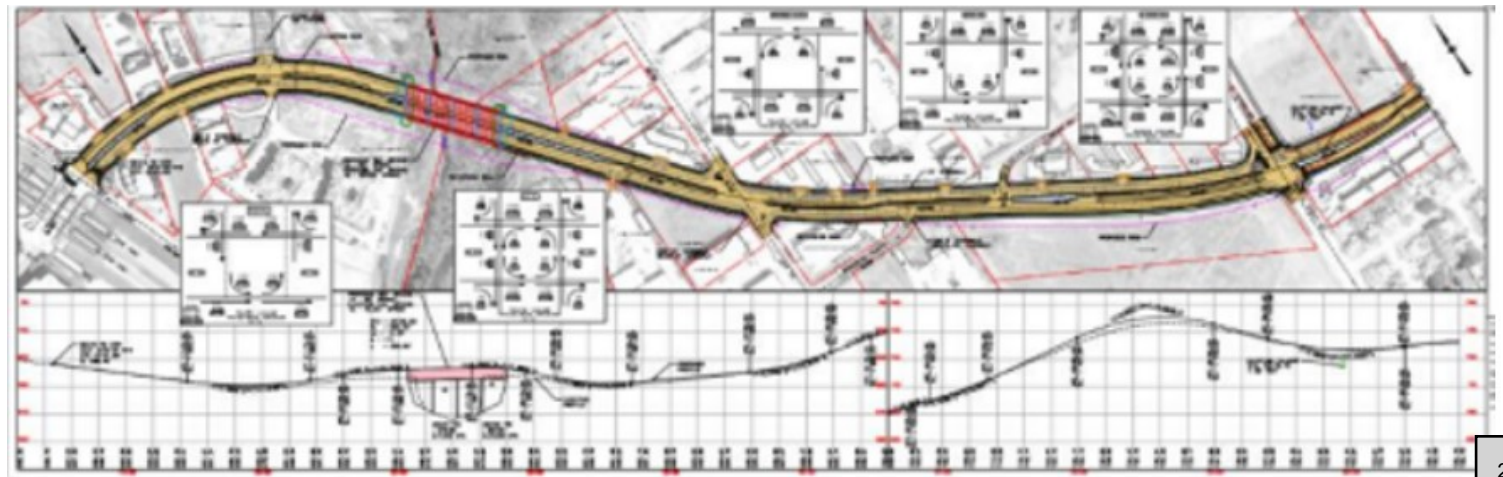
Street Widening

Project: Approved with the 2022 GO Bond

Scope: The project includes the design for the expansion of East Renfro Street/FM 3391 from I-35 to Hurst Road from four to six lanes. It also includes the design for the expansion of East Renfro/FM 3391 from Village Creek Parkway to CR 602 from two lanes to four lanes.

Estimated Cost: \$2,697,512

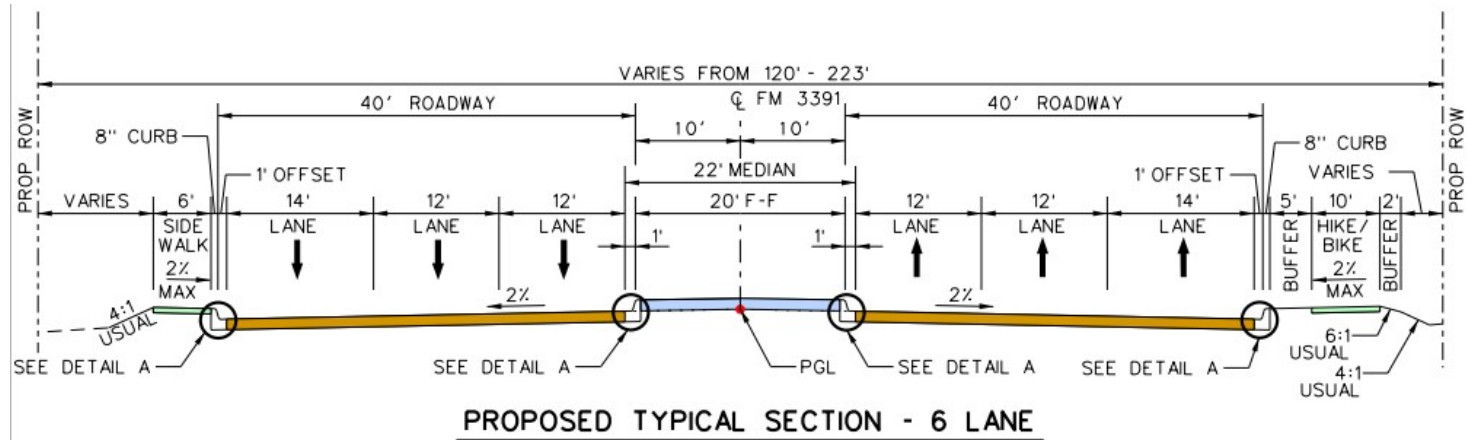
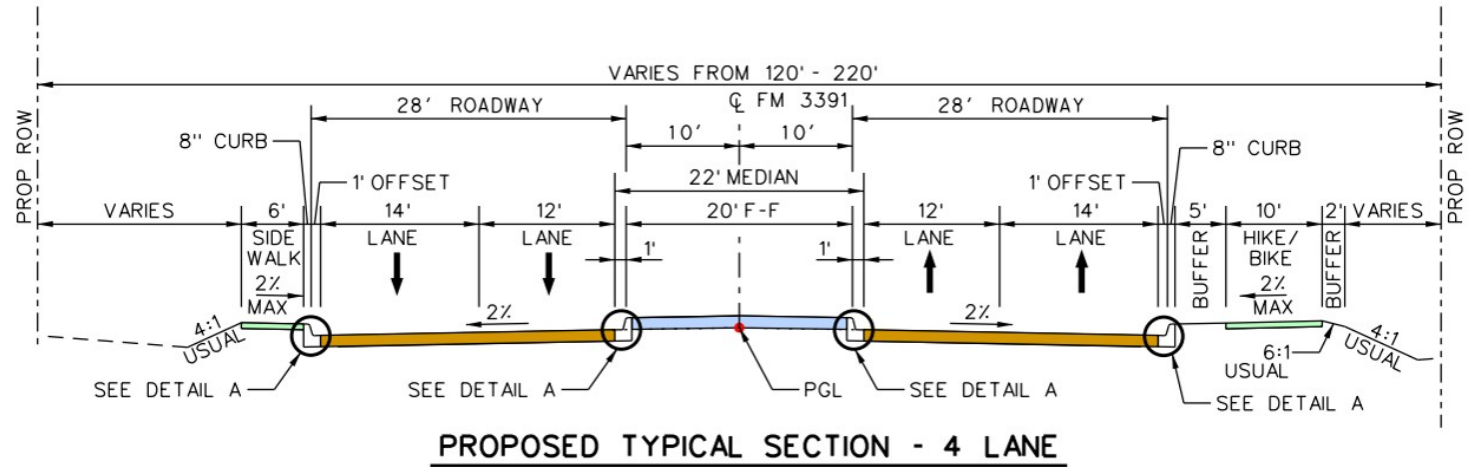
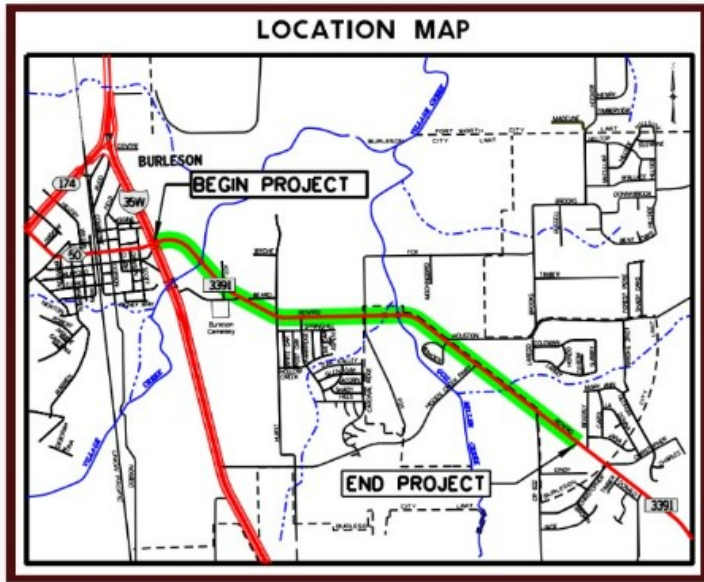
FY: 2027



MASTERPLAN

Masterplan

- Expand to 6 lanes from I35 to Hurst.
- Expand to 4 lanes from Hurst to CR 602.
- Adding a 6-10 foot hike and bike trail along entire project.
- Adding a 20 foot median.



TxDOT Schematic Sections

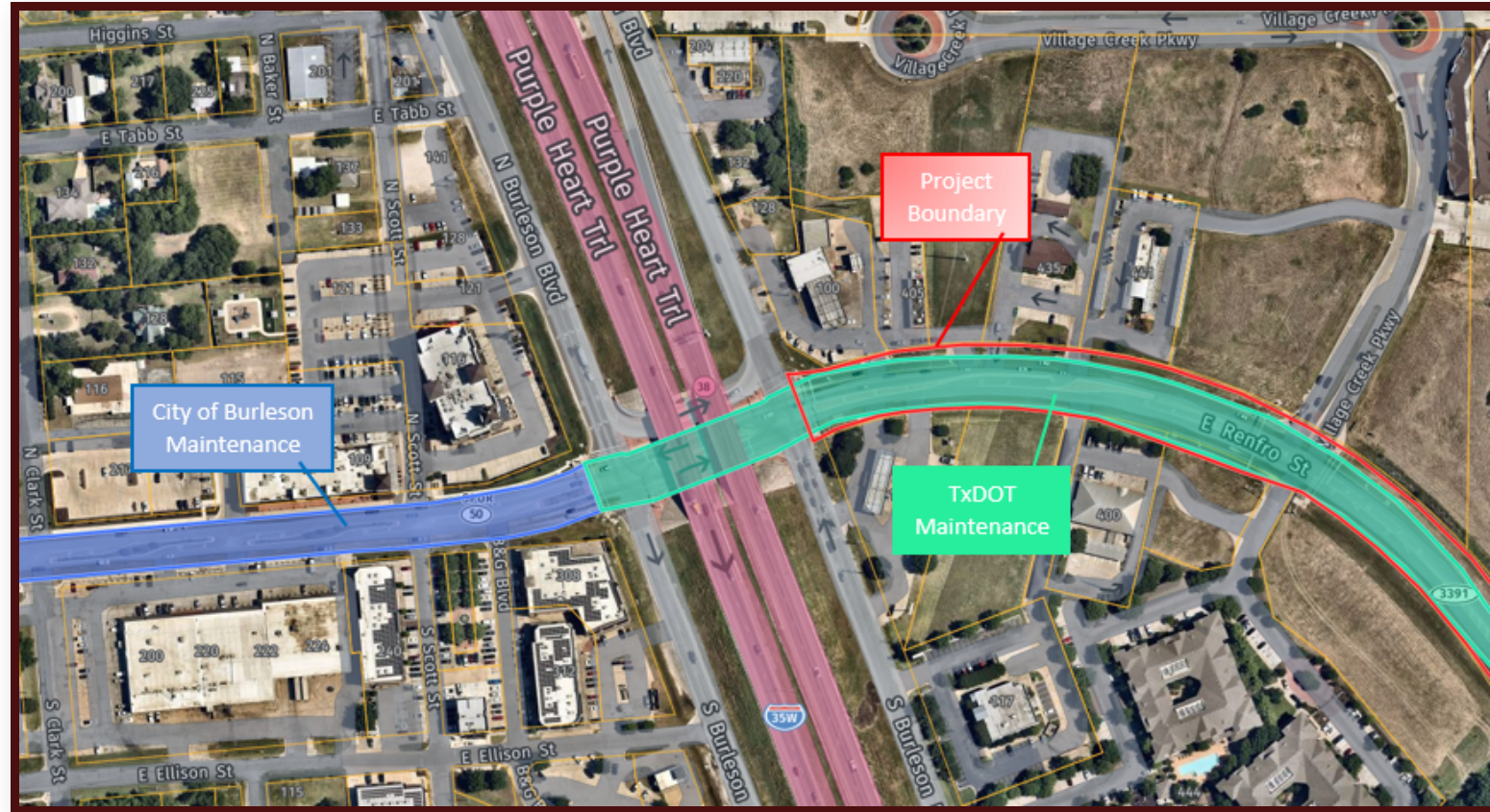
TXDOT FUNDING

TxDOT

- Funding Design and Construction of the project.
- Project is 100% in TxDOT maintained area.
- Estimated Start of Construction: FY26

City of Burleson

- Required to fund 10% of ROW acquisition with no other costs.



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 \$1,142,220.
- City's portion would be \$114,222.
- 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.

Recommendation

Pay 10% of the Assumed Right-of-way costs upfront.



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 E. Renfro (FM 3391) roadway improvements not to exceed \$114,222.



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 E. Renfro (FM 3391) roadway improvements not to exceed \$114,222.



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 FM ROAD 3391 FROM IH 35W TO EAST OF CR 602, 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 FM Road 3391 from IH 35W to east of CR 602 (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 _____, 2022.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

County JOHNSON COUNTY
District FTW
ROW CSJ # 3372-01-015
CCSJ # 3372-01-010
Federal Project #: HP 2012(348)
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

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 The City of Burleson, Johnson County, 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 Farm to Market Road 3391 from IH 35W to East of County Road CR 602, 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 COUNTY
District FTW
ROW CSJ # 3372-01-015
CCSJ # 3372-01-010
Federal Project #: HP 2012(348)
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

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

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.

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- 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:
<hr/>	Director of Right of Way Division
City of Burleson, Texas	Texas Department of Transportation
141 W. Renfro Street	125 E. 11 th Street
Burleson, Texas 76048-4296	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

(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.

- 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

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

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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.

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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 & Finance Director
Right of Way Division
Texas Department of Transportation

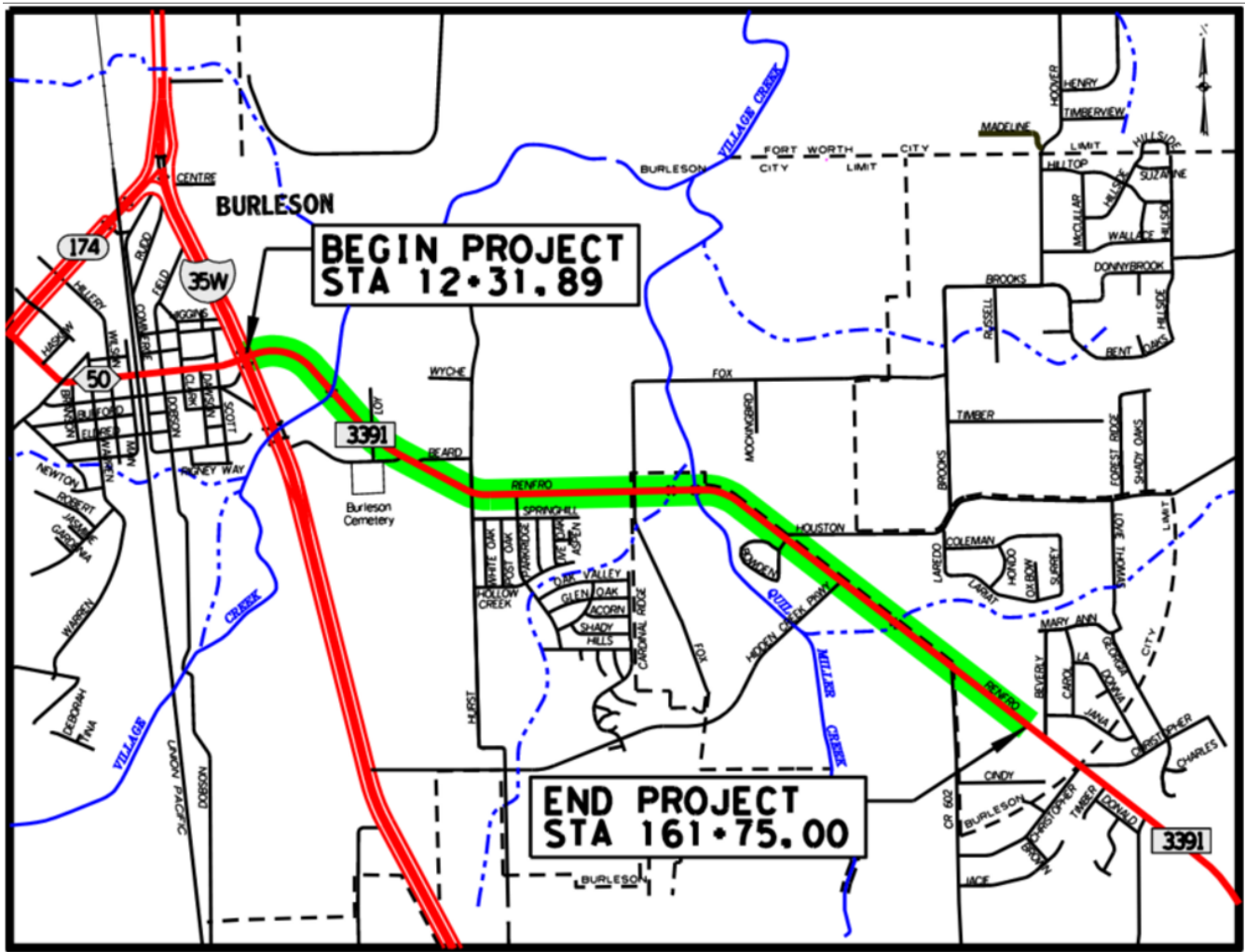
Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



County JOHNSON COUNTY
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County JOHNSON COUNTY
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County	Johnson
District	Fort Worth District
ROW CSJ #	3372-01-015
CCSJ #	3372-01-010

Federal Project #	HP 2012(348)
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	\$838,059.00	90.0%	\$754,253.10	10.0%	\$83,805.90	100.0%
Reimbursable Utility Adjustments	\$304,161.00	90.0%	\$273,744.90	10.0%	\$30,416.10	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$1,142,220.00		\$1,027,998.00		\$114,222.00	

Fixed Amount

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

CDC

Revised 7/31/2018

Choose an item.

DEPARTMENT: Legal Department

FROM: Justin Scharnhorst, Purchasing Manager

MEETING: August 1, 2022

SUBJECT:

Consider approval of a contract with Royer Commercial Interiors for the purchase, delivery, and installation of furniture for the future city owned space at Ellison on the Plaza in the amount not to exceed \$326,130 (*Staff Presenter: Justin Scharnhorst, Purchasing Manager*)

SUMMARY:

The City of Burleson released RFP 2022-009 on May 27th and closed responses on July 1st. The City received two submissions, Royer Commercial Interior and Blue Box, LLC. An internal evaluation committee was developed representing each department that is slated to occupy the new facility once construction is completed and accepted. The evaluation criteria consisted of qualifications & experience, product delivery and storage, cost of goods, and references. The purpose of these factors is to work towards determining the best value for the City. Given market conditions and manufacturing constraints in terms of delivery, the evaluation factors were derived from a position to get a competitive cost, with adequate delivery and set up by a company with a sound industry reputation. The cost of these services accounts for the purchase, storage, delivery, installation, and clean up of the first and second-floor City space in the Ellison on the Plaza facility.

Once the evaluation team completed their assessment and a sole finalist was selected. Staff met the interior design team at Royer to finalize the concept, color schemes, and furniture location. This information was reviewed and provided to BTX Old Town, LLC so floor selection, wall color, ceiling design, and stairwell options could be developed and presented to Council for consideration.

It is the recommendation of the interior design team with Royer Commercial Interiors to use the color schematic provided, citing it was consistent with other public sector facilities and believes it will accommodate the new facility in a professional, contemporary environment.

OPTIONS:

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

RECOMMENDATION:

Staff's recommendation is to approve a contract with Royer Commercial Interiors for the purchase, delivery, and installation of furniture for the future city owned space at Ellison on the Plaza in the amount not to exceed \$326.130

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

N/A

FISCAL IMPACT:

\$360,000 was budgeted for the FFE.

STAFF CONTACT:

Name: Justin Scharnhorst
Title: Purchasing Manager
jscharnhorst@burlesontx.com
817-426-9646



Ellison Street on the Plaza

August 1, 2022

Request for Proposals

- Staff released a request for proposals on May 27th and the solicitation closed on July 1st.
- There were 17 furniture distributors that downloaded and reviewed the posted RFP and programming standards.
- Staff received 2 responses on or before the deadline to submit.
 - Internal Evaluations consisted of the following departments:
 - Economic Development
 - Customer Service
 - Development Services
 - Public Works
 - Purchasing
 - City Manager's Office

Request for Proposals

- Evaluation committee used the following criteria to determine best value:
 - Product service description
 - Qualifications and experience
 - Methodology
 - Rates and fees
 - References
- Evaluation committee unanimously selected Royer Commercial Interiors to be the best value to the City.

Proposal Summary

	Royer Commercial Interior	Blue Box, LLC
Furniture	\$269,507.92	\$631,764.86
Installation	\$22,883.08	-
Storage	\$4,500	-
10 % Contingency	\$29,239	-
TOTAL	\$326,130	\$631,764.86

*Proposed budget to be paid from budgeted FFE and office space contingency.

Project Item	Total	Cont	Total	Encumbered	Available
FFE	\$ 300,000.00	\$ 60,000.00	\$ 360,000.00	\$ -	\$ 360,000.00

Royer Commercial Interior

- Royer Commercial Interiors is a family owned and operated company in Fort Worth, Texas and has been in business for 75 years.
- They are a preapproved vendor through Omnia Partners, one of the nations largest cooperative contracts.
- Completed the Furniture Fixtures and Equipment install for the following:
 - Burleson Police Department in 2016 & Fire Station 16;
 - Cook Children's Medical Center Prosper Campus;
 - Oncor Corporate Headquarters;
 - TCU Harrison Administration Building.

Scope of Work



The contract will cover the purchase, storage, delivery, and installation of all furniture



Materials in this contract are not expected to be back ordered or delayed past estimated completion of the facility



Total cost includes 10% contingency

Color Selection

- Color selections were developed by the interior design team at Royer Commercial, reviewed and approved by the City's owner representative, VAI architects and by the city internal evaluation committee.
- Council has the option to make changes to the selected color palette.
 - Alternate color selection could impact total cost.

Sample Setting

1st Floor example



2ND Floor example

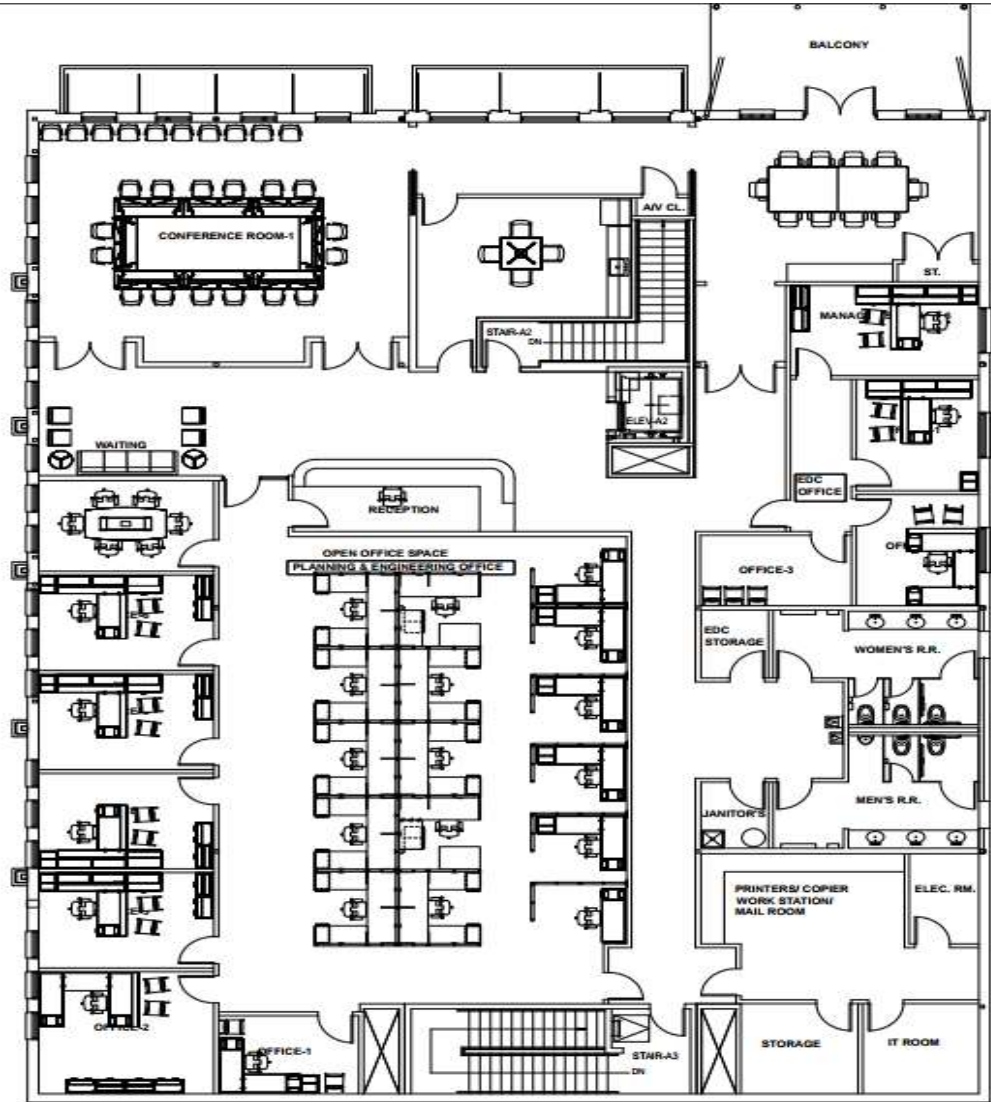


1st Floor




ROYER COMMERCIAL INTERIORS	
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION	
<small>007-0001-001</small>	
SALESPERSON: CAROLYN HOLT	
DESIGNER: RNZ	
DATE: 7/21/2022 8:25:02 AM	
REVISIONS:	
PROPOSAL # TBD	
CITY OF BURLESON ELLISON STREET PROJECT 1ST FLOOR FURNITURE PLAN	
PAGE:	1/2

2nd Floor



Scale: 3/16" = 1'

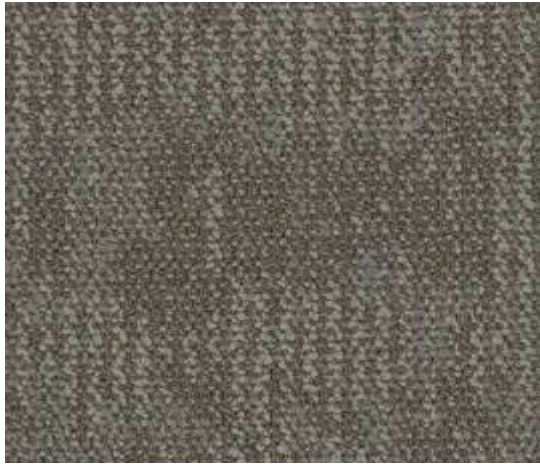


	
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION	
COPY RIGHT 2022	
SALESPERSON: CAROLYN HOLT	
DESIGNER: RNZ	
DATE: 7/21/2022 8:23:02 AM	
REVISIONS:	
PROPOSAL # TBD	
CITY OF BURLESON ELLISON STREET PROJECT 2ND FLOOR FURNITURE PLAN	
PAGE: 2/2	

BTX Old Town, LLC

- BTX Old Town, LLC, is constructing the full 45,000 square feet at 135 and 139 W Ellison.
- BTX is the Design-Builder per the City's construction contract on December 8, 2020, for the 11,800 square feet of City office space.
- BTX is required to advise City on "proposed site use and improvements, selection of materials, and building systems and equipment."
- The scope of work for BTX is to deliver to City "turn-key ready, which includes HVAC, water, electric, sewer, elevator, flooring, walls, ceiling, hardware and fixtures, excluding FF&E and IT."
- The finish-out design in the contract as "commensurate with the finish out of the building located at 300 E. Renfro St."
- The contract provides for changes to the finish-out level through the change order process.

Interior Aesthetics – Floor Selection



Office Carpet



Bathroom / Breakroom Tile



Hallway Vinyl

Staff Recommendation

- Approve a contract with Royer Commercial Interiors purchase, delivery, and installation of furniture for the future city owned space at Ellison on the Plaza.
- Approve a resolution approving the interior aesthetics for the Ellison Street on the Plaza facility provided by BTX Old Town, LLC.

Questions / Discussion



Proposal

122457

for

CITY OF BURLESON

07/27/22



3100 W 7th St. Ste 200
Fort Worth, TX 76107
817-332-5424

4001 McEwen Rd. Ste 404
Dallas, TX 75244
214-461-8300

PROPOSAL 122457	
DATE	07/27/22
CUSTOMER NO.	00000569
ACCOUNT MANAGER	CAROLYN HOLT

Proposal For:	Install at:
CITY OF BURLESON SEND VIA EMAIL 141 W RENFRO BURLESON TX 76028 817-295-1113	CITY OF BURLESON 135 W ELLISON BURLESON TX 76028 JUSTIN SCHAMHORST 8174269646

CREATED DATE
07/27/22

VALID THROUGH DATE
08/03/22

TERMS
NET 10

#	QTY	DESCRIPTION	SELL	EXTENDED
<p>PLEASE NOTE THAT ALL PRODUCT IS MADE TO ORDER THIS ORDER CANNOT BE CHANGED, CANCELLED OR RETURNED AFTER PURCHASE ORDER OR APPROVAL IS RECEIVED. BE SURE TO CONFIRM COLORS & OPTIONS</p> <p>Omnia Partners Contracts Haworth 440003402 National R191811 Sit On It 918755</p> <p>Nucraft NCPA contract # 07-55 Workrite - Open Market</p>				
1	1	<p>2723T.A142. Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms</p> <p>FC1 Black Frame B17 Standard Black Nylon Base C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled</p> <p>Tag 1: CUSTOMER SERVICE</p>	412.46	412.46

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PROPOSAL 122457

DATE 07/27/22

CUSTOMER NO. 00000569

 ACCOUNT MANAGER
 CAROLYN HOLT

Proposal For:
Install at:

 CITY OF BURLESON
 SEND VIA EMAIL
 141 W RENFRO
 BURLESON TX 76028

 CITY OF BURLESON
 135 W ELLISON
 BURLESON TX 76028

817-295-1113

JUSTIN SCHAMHORST

8174269646

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#	QTY	DESCRIPTION	SELL	EXTENDED
2	2	5651B1 Focus, Side Chair, Mesh Back, Black Frame, Armless MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx G5 Standard Multi-Surface Glide ~ No Tablet Upgrade Tag 1: CUSTOMER SERVICE	212.51	425.02
3	1	70-SEHX54-7 Sierra HX, 2 Leg Base, 24" 2-F24 Flat Feet, For 70-75"W Wksf -SS Standard Switch ~ Standard Cord -B Black Tag 1: CUSTOMER SERVICE	648.38	648.38
4	2	NCCB003 CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 003 Tag 1: CUSTOMER SERVICE	9.90	19.80
5	1	WW1527MPVL WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM AD ALMOND Tag 1: CUSTOMER SERVICE	65.70	65.70
6	1	WW1728EPL WAVEWORKS,17DX28H,END PANEL,LAMINATE X NO GROMMET AD ALMOND Tag 1: CUSTOMER SERVICE	130.50	130.50

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#	QTY	DESCRIPTION	SELL	EXTENDED
7	1	WW1868VSWHL WAVEWORKS,18WX68H,WARDROBE/STO L RAGE,LEFT,LAMINATE KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: CUSTOMER SERVICE	781.20	781.20
8	1	WW2315PUBBF WAVEWORKS,23DX15W,PEDESTAL,BOX L /BOX/FILE,UNDERSURFACE,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: CUSTOMER SERVICE	425.70	425.70
9	1	WW2460WSSVD WAVEWORKS,24DX60W,SURFACE,RECT L ,VERT GRAIN,HPL F FILLER VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: CUSTOMER SERVICE	215.10	215.10
10	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER CONTINUED...	245.25	245.25

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#	QTY	DESCRIPTION		SELL	EXTENDED
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
			Tag 1: CUSTOMER SERVICE		
11	1	WW4508MPVL	WAVEWORKS,45WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	84.15	84.15
		F	FILLER		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: CUSTOMER SERVICE		
12	3	2723T.A142. B1	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	412.46	1,237.38
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		C17	Hard Floor and Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		~	No Selection		
		UC	Partially Assembled		
			Tag 1: LOBBY		

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#	QTY	DESCRIPTION		SELL	EXTENDED
13	4	39A-GWXX	TIMBERLANE,GUEST,ARMS,UPHOLSTE RED 3/4 BACK	471.15	1,884.60
		2 GRADE 2			
		22157 SEDONA HORIZON			
		AD ALMOND			
		Tag 1: LOBBY			
14	1	89N204216TR	MARNIA,20DX42WX16H,TABLE,RECTA	893.25	893.25
		TL	NGLE,LAMINATE		
		AD ALMOND			
		462 CINDER			
		Tag 1: LOBBY			
15	1	2723T.A142.	Amplify, Highback, Mesh Back,	412.46	412.46
		B1	Swivel Tilt Cntrl, Height/Width Adj Arms		
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		C17	Hard Floor and Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		~	No Selection		
		UC	Partially Assembled		
		Tag 1: MANAGER			
16	1	40-SEHX30-4	Sierra HX, 2 Leg Base, 24"	613.81	613.81
		8-F24	Flat Feet, For 40-45"W Wksf		
		-SS	Standard Switch		
		~	Standard Cord		
		CONTINUED...			

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#	QTY	DESCRIPTION		SELL	EXTENDED
		-B	Black		
			Tag 1: MANAGER		
17	2	5651B1	Focus, Side Chair, Mesh Back, Black Frame, Armless	212.51	425.02
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		G5	Standard Multi-Surface Glide		
		~	No Tablet Upgrade		
			Tag 1: MANAGER		
18	2	NAC0236SUR	ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK	93.15	186.30
			Tag 1: MANAGER		
19	2	NCCB002	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 002	9.90	19.80
			Tag 1: MANAGER		
20	1	WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	65.70	65.70
		AD	ALMOND		
			Tag 1: MANAGER		
21	1	WW2315PUBBF	WAVEWORKS,23DX15W,PEDESTAL,BOX	425.70	425.70
		L	/BOX/FILE,UNDERSURFACE,LAM		
		6MB	NANTUCKET,CINDER		
			CONTINUED...		

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#	QTY	DESCRIPTION	SELL	EXTENDED
		X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: MANAGER		
22	1	WW2315PUFFL WAVEWORKS,23DX15W,PEDESTAL,FIL E/FILE,UNDERSURFACE,LAMINATE 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: MANAGER	425.70	425.70
23	2	WW2328EPL WAVEWORKS,23DX28H,END PANEL,LAMINATE X NO GROMMET X NO MODIFIED DEPTH (STANDARD) AD ALMOND Tag 1: MANAGER	140.85	281.70
24	1	WW2448WSSVD WAVEWORKS,24DX48W,SURFACE,RECT L ,VERT GRAIN,HPL F FILLER VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: MANAGER	172.80	172.80

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#	QTY	DESCRIPTION		SELL	EXTENDED
25	1	WW2472WSSDL	WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL	258.75	258.75
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		G1R	GROMMET,RIGHT		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
			Tag 1: MANAGER		
26	1	WW3072WSSDL	WAVEWORKS,30DX72W,SURFACE,RECT ANGULAR,HPL	306.90	306.90
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		G1L	GROMMET,LEFT		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
			Tag 1: MANAGER		
27	1	WW5708MPVL	WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	103.50	103.50
		M	MAIN		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: MANAGER		

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#	QTY	DESCRIPTION		SELL	EXTENDED
28	1	WW7227MPL	WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE	164.25	164.25
		M	MAIN		
		X	NO MODESTY GROMMET		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
		Tag 1: MANAGER			
29	8	2723T.A142. B1	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	412.46	3,299.68
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		C17	Hard Floor and Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		~	No Selection		
		UC	Partially Assembled		
		Tag 1: OPEN OFFICE			
30	1	40-SEHX30-4 8-F24	Sierra HX, 2 Leg Base, 24" Flat Feet, For 40-45"W Wksf	613.81	613.81
		-SS	Standard Switch		
		~	Standard Cord		
		-B	Black		
		Tag 1: OPEN OFFICE			

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#	QTY	DESCRIPTION		SELL	EXTENDED
31	2	5651B1	Focus, Side Chair, Mesh Back, Black Frame, Armless	212.51	425.02
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		G5	Standard Multi-Surface Glide		
		~	No Tablet Upgrade		
			Tag 1: OPEN OFFICE		
32	7	70-SEHX54-7	Sierra HX, 2 Leg Base, 24"	648.38	4,538.66
		2-F24	Flat Feet, For 70-75"W Wksf		
		-SS	Standard Switch		
		~	Standard Cord		
		-B	Black		
			Tag 1: OPEN OFFICE		
33	2	NAC0236SUR	ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK	93.15	186.30
			Tag 1: OPEN OFFICE		
34	2	NCCB004	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 004	9.90	19.80
			Tag 1: OPEN OFFICE		
35	2	NCCB005	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 005	9.90	19.80
			Tag 1: OPEN OFFICE		



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CITY OF BURLESON SEND VIA EMAIL 141 W RENFRO BURLESON TX 76028 817-295-1113	CITY OF BURLESON 135 W ELLISON BURLESON TX 76028 JUSTIN SCHAMHORST 8174269646

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#	QTY		DESCRIPTION	SELL	EXTENDED
36	2	NCCB006	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 006 Tag 1: OPEN OFFICE	9.90	19.80
37	2	NCCB007	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 007 Tag 1: OPEN OFFICE	9.90	19.80
38	2	NCCB008	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 008 Tag 1: OPEN OFFICE	9.90	19.80
39	2	NCCB009	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 009 Tag 1: OPEN OFFICE	9.90	19.80
40	2	NCCB010	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 010 Tag 1: OPEN OFFICE	9.90	19.80
41	2	NCCB011	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 011 Tag 1: OPEN OFFICE	9.90	19.80
42	6	VZAL-5000	Panel, Vertical Light Block, 50in, Compose Tag 1: OPEN OFFICE	2.17	13.02

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#	QTY	DESCRIPTION		SELL	EXTENDED
43	3	VZCC-0000-H	Compose Top Cap, Steel Trim, Clip, Pk of 5 Tag 1: OPEN OFFICE	25.36	76.08
44	4	VZCC-0036-H G ,TR-LE	Compose,Top Trim 36In.W,Stl, Glz Panel METALLIC SILVER GRD B Tag 1: OPEN OFFICE	34.02	136.08
45	4	VZCC-0048-H G ,TR-LE	Compose,Top Trim 48In.W,Stl, Glz Panel METALLIC SILVER GRD B Tag 1: OPEN OFFICE	40.18	160.72
46	2	VZCC-0048-H S ,TR-LE	Compose,Top Trim 48In.W,Stl, Pnl Frame METALLIC SILVER GRD B Tag 1: OPEN OFFICE	33.93	67.86
47	4	VZCC-0054-H G ,TR-LE	Compose,Top Trim 54In.W,Stl, Glz Panel METALLIC SILVER GRD B Tag 1: OPEN OFFICE	43.26	173.04
48	4	VZCC-0054-H S ,TR-LE	Compose,Top Trim 54In.W,Stl, Pnl Frame METALLIC SILVER GRD B Tag 1: OPEN OFFICE	36.63	146.52
49	2	VZCE-0000-H	Compose, EOR, Steel Trim, clip, Pk of 5 Tag 1: OPEN OFFICE	22.83	45.66

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#	QTY	DESCRIPTION		SELL	EXTENDED
50	6	VZCE-7400-H	Compose,Panel Trim,End-Of-Run 74In.H, Steel ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE	56.06	336.36
51	6	VZCL-7400-H	Compose,Connector Trim,Corner,2-Way 74In.H, Steel ,TR-LE METALLIC SILVER GRD B ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE	164.32	985.92
52	6	VZCS-0000	Compose,Corner Block Assembly,90Deg Tag 1: OPEN OFFICE	19.54	117.24
53	6	VZCW-0000-P	Compose,Wall Mount,Fits All Heights Tag 1: OPEN OFFICE	37.45	224.70
54	4	VZFF-5036-N NNNNR	Compose, Frm,50Hx36W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE	102.70	410.80
55	4	VZFF-5048-N NNNNR	Compose, Frm,50Hx48W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE	119.72	478.88

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56	4	VZFF-5054-N NNNNR ,TR-LE	Compose, Frm,50Hx54W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std METALLIC SILVER GRD B Tag 1: OPEN OFFICE	128.24	512.96
57	2	VZFF-7448-N NNNNR ,TR-LE	Compose, Frm,74Hx48W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std METALLIC SILVER GRD B Tag 1: OPEN OFFICE	142.02	284.04
58	4	VZFF-7454-N NNNNR ,TR-LE	Compose, Frm,74Hx54W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std METALLIC SILVER GRD B Tag 1: OPEN OFFICE	150.53	602.12
59	4	VZGS-2436-1 ,TR-LE ,SK-1C	Compose,Glass Stack 24In.H X 36In.W METALLIC SILVER GRD B CLEAR GRD A Tag 1: OPEN OFFICE	426.16	1,704.64
60	4	VZGS-2448-1 ,TR-LE ,SK-1C	Compose,Glass Stack 24In.H X 48In.W METALLIC SILVER GRD B CLEAR GRD A Tag 1: OPEN OFFICE	482.46	1,929.84
61	4	VZGS-2454-1 ,TR-LE ,SK-1C	Compose,Glass Stack 24In.H X 54In.W METALLIC SILVER GRD B CLEAR GRD A CONTINUED...	593.52	2,374.08

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PROPOSAL 122457

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CUSTOMER NO. 00000569

 ACCOUNT MANAGER
 CAROLYN HOLT

Proposal For:

 CITY OF BURLESON
 SEND VIA EMAIL
 141 W RENFRO
 BURLESON TX 76028

Install at:

 CITY OF BURLESON
 135 W ELLISON
 BURLESON TX 76028

817-295-1113

JUSTIN SCHAMHORST

8174269646

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#	QTY	DESCRIPTION		SELL	EXTENDED
Tag 1: OPEN OFFICE					
62	8	VZTI-4836-F NC (6X) ,6X-FS	CHEVRON GRD A FEATHERSTITCH GRD A Tag 1: OPEN OFFICE	103.02	824.16
Compose,Single Tile,48In.HX36In.W,Fabric/Tack able,Std Core,No Tech					
63	8	VZTI-4848-F NC (6X) ,6X-FS	CHEVRON GRD A FEATHERSTITCH GRD A Tag 1: OPEN OFFICE	123.27	986.16
Compose,Single Tile,48In.HX48In.W,Fabric/Tack able,Std Core,No Tech					
64	8	VZTI-4854-F NC (6X) ,6X-FS	CHEVRON GRD A FEATHERSTITCH GRD A Tag 1: OPEN OFFICE	133.39	1,067.12
Compose,Single Tile,48In.HX54In.W,Fabric/Tack able,Std Core,No Tech					
65	4	VZTI-7248-F NC (6X) ,6X-FS	CHEVRON GRD A FEATHERSTITCH GRD A Tag 1: OPEN OFFICE	174.67	698.68
Compose,Single Tile,72In.HX48In.W,Fabric/Tack able,Std Core,No Tech					

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#	QTY	DESCRIPTION		SELL	EXTENDED
66	8	VZTI-7254-F NC (6X) CHEVRON GRD A ,6X-FS FEATHERSTITCH GRD A Tag 1: OPEN OFFICE	Compose,Single Tile,72In.HX54In.W,Fabric/Tack able,Std Core,No Tech	189.58	1,516.64
67	8	WW1527MPVL AD ALMOND Tag 1: OPEN OFFICE	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	65.70	525.60
68	7	WW1728EPL X NO GROMMET AD ALMOND Tag 1: OPEN OFFICE	WAVEWORKS,17DX28H,END PANEL,LAMINATE	130.50	913.50
69	2	WW1868VSWHR L KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OPEN OFFICE	WAVEWORKS,18WX68H,WARDROBE/STO RAGE,RIGHT,LAMINATE	781.20	1,562.40
70	5	WW2315PMBF2 L 6MB NANTUCKET,CINDER KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OPEN OFFICE	WAVEWORKS,23DX15W,PEDESTAL,MOB ILE,BOX/FILE,HPL	593.55	2,967.75

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71	3	WW2315PUBBF WAVEWORKS,23DX15W,PEDESTAL,BOX L /BOX/FILE,UNDERSURFACE,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OPEN OFFICE	425.70	1,277.10
72	6	WW2315PUFFL WAVEWORKS,23DX15W,PEDESTAL,FIL E/FILE,UNDERSURFACE,LAMINATE 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OPEN OFFICE	425.70	2,554.20
73	2	WW2328EPL WAVEWORKS,23DX28H,END PANEL,LAMINATE X NO GROMMET X NO MODIFIED DEPTH (STANDARD) AD ALMOND Tag 1: OPEN OFFICE	140.85	281.70
74	7	WW2448WSSVD WAVEWORKS,24DX48W,SURFACE,RECT L ,VERT GRAIN,HPL F FILLER VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) 46.0000 46 (1168.5 MM) STD STANDARD LAMINATE CONTINUED...	172.80	1,209.60

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		AD ALMOND Tag 1: OPEN OFFICE		
75	1	WW2448WSSVD WAVEWORKS,24DX48W,SURFACE,RECT L ,VERT GRAIN,HPL F FILLER VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OPEN OFFICE	172.80	172.80
76	7	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OPEN OFFICE	245.25	1,716.75
77	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND G1L GROMMET,LEFT X NO WIRE MANAGER CONTINUED...	258.75	258.75

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		X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OPEN OFFICE		
78	1	WW3072WSSDL WAVEWORKS,30DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND G1R GROMMET,RIGHT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OPEN OFFICE	306.90	306.90
79	1	WW5708MPVL WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM M MAIN X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OPEN OFFICE	103.50	103.50
80	1	WW7227MPL WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OPEN OFFICE	164.25	164.25

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81	1	2723T.A142. B1	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	412.46	412.46
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		C17	Hard Floor and Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		~	No Selection		
		UC	Partially Assembled		
			Tag 1: RESOURCE OFFICER		
82	2	5651B1	Focus, Side Chair, Mesh Back, Black Frame, Armless	212.51	425.02
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		G5	Standard Multi-Surface Glide		
		~	No Tablet Upgrade		
			Tag 1: RESOURCE OFFICER		
83	1	70-SEHX54-7 2-F24	Sierra HX, 2 Leg Base, 24" Flat Feet, For 70-75"W Wksf	648.38	648.38
		-SS	Standard Switch		
		~	Standard Cord		
		-B	Black		

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Tag 1: RESOURCE OFFICER					
84	2	NCCB001	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 001	9.90	19.80
Tag 1: RESOURCE OFFICER					
85	1	WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	65.70	65.70
		AD	ALMOND		
Tag 1: RESOURCE OFFICER					
86	1	WW1728EPL	WAVEWORKS,17DX28H,END PANEL,LAMINATE	130.50	130.50
		X	NO GROMMET		
		AD	ALMOND		
Tag 1: RESOURCE OFFICER					
87	1	WW2315PMBF2	WAVEWORKS,23DX15W,PEDESTAL,MOB	593.55	593.55
		L	ILE,BOX/FILE,HPL		
		6MB	NANTUCKET,CINDER		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
Tag 1: RESOURCE OFFICER					
88	1	WW2315PUFFL	WAVEWORKS,23DX15W,PEDESTAL,FIL	425.70	425.70
			E/FILE,UNDERSURFACE,LAMINATE		
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
CONTINUED...					

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		AD ALMOND		
		Tag 1: RESOURCE OFFICER		
89	1	WW2448WSSVD WAVEWORKS,24DX48W,SURFACE,RECT L ,VERT GRAIN,HPL F FILLER VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) 46.0000 46 (1168.5 MM) STD STANDARD LAMINATE AD ALMOND	172.80	172.80
		Tag 1: RESOURCE OFFICER		
90	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND	245.25	245.25
		Tag 1: RESOURCE OFFICER		
91	1	CBV4028XBP FOOTINGS,40WX28H,X BASE,STATIC X NO CUTOUT 501 PLATINUM METALLIC 501 PLATINUM METALLIC	425.70	425.70
		Tag 1: BREAK ROOM		

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92	4	N36GM	DITTO,GUEST STACKER,PLASTIC SEAT	152.10	608.40
		202	LIGHT GREY		
		STD	STANDARD HARD GLIDE		
			Tag 1: BREAK ROOM		
93	1	WW4242WSSQL	WAVEWORKS,42DX42W,SURFACE,SQUA RE,HPL	225.45	225.45
		M	MAIN		
		V488	SOFTENED PVC,FROSTY WHITE		
		X	NO GROMMET		
		STD	STANDARD LAMINATE		
		488	FROSTY WHITE		
			Tag 1: BREAK ROOM		
94	26	1061FT4.MB.	Movi, Nesting Chair, Mesh	337.59	8,777.34
		AR1	Back, Fixed Arm		
		SC1	Black		
		FC1	Black Base		
		~	Black		
		CS6	Hard Floor and Carpet Casters		
		MC20	Onyx Mesh		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		AC	Fully Assembled in Carton		
			Tag 1: CONF 1		
95	8	NAC24LGB	ACCESSORIES,LEVELING/GANGING BRACKET KIT,USED WITH 24D TOP	58.95	471.60
			Tag 1: CONF 1		

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96	8	WW2472RTFML L VAD X STD AD 462	WAVEWORKS,24DX72W,TRAINING TABLE,FLIP/NEST,TFL SOFTENED PVC,ALMOND NO GROMMET STANDARD LAMINATE ALMOND CINDER Tag 1: CONF 1	737.10	5,896.80
97	10	6423T.A111 LEATHER ~ LG2 BLACK B11 C22 ~ UC *	Prava, Highback, Swivel Tilt Cntrl, A111 Arm Leather Grade Selections No Selection Grade 2 Leather Selection GreenHides Sierra Black Silver Metallic Base Hard Floor and Carpet Casters No Selection Partially Assembled INCLUDES CUSTOM EMBROIDERY Tag 1: CONF 2	1,175.99	11,759.90
98	1	CMT-14460-P D-V -27 -MT -CKN -VZBLCK ~ -VBP -27 -MT	Crossbeam, Rectangle Conference Table, 144" L x 60" W, Veneer Top with Hardwood Edge, with (6) Power Drawers VENEER: Walnut Linea SHEEN: Matte (recommended) OPT: Knife Edge OPT: Black Not Field Wired Veneer Center Base Panels (Defaults to Top Finish) VENEER: Walnut Linea SHEEN: Matte (recommended) CONTINUED...	23,115.18	23,115.18



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#	QTY	DESCRIPTION	SELL	EXTENDED
		-PO OPT: Powder Coat Metal Legs (Apron Painted to Matc -A44 METAL: Black Powder Coat Tag 1: CONF 2		
99	1	SURCHARGE FUEL SURCHARGE Tag 1: CONF 2	693.45	693.45
100	1	2723T.A142. Amplify, Highback, Mesh Back, B1 Swivel Tilt Cntrl, Height/Width Adj Arms FC1 Black Frame B17 Standard Black Nylon Base C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled Tag 1: MANAGER 2	412.46	412.46
101	2	5651B1 Focus, Side Chair, Mesh Back, Black Frame, Armless MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx CONTINUED...	212.51	425.02

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#	QTY	DESCRIPTION	SELL	EXTENDED
		G5 Standard Multi-Surface Glide ~ No Tablet Upgrade Tag 1: MANAGER 2		
102	1	58-SEHX54-7 Sierra HX, 2 Leg Base, 30" 2-F30 Flat Feet, For 58-63"W Wksf -SS Standard Switch ~ Standard Cord -B Black Tag 1: MANAGER 2	652.31	652.31
103	1	NAC4812MPA ACCESSORIES,48WX12H,MODESTY PANEL,RESIN 1 GRADE 1 1677 FROSTED Tag 1: MANAGER 2	294.30	294.30
104	1	NAC7219TBRA ACCESSORIES,71 13/16WX19 1/2H,TACKBOARD,RAILROAD A GRADE A 3713 REPETITION STAINLESS Tag 1: MANAGER 2	269.10	269.10
105	7	NCCB018 CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 018 Tag 1: MANAGER 2	9.90	69.30
106	1	WW1527MPVL WAVEWORKS,15WX27H,PEDESTAL AD ALMOND BACK PANEL,VERT GRAIN,LAM Tag 1: MANAGER 2	65.70	65.70

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107	1	WW1730LFM2L	WAVEWORKS,17DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: MANAGER 2	496.35	496.35
108	1	WW1730PUHL	WAVEWORKS,17DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: MANAGER 2	416.70	416.70
109	1	WW1860WSSDL	WAVEWORKS,18DX60W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: MANAGER 2	200.25	200.25
110	1	WW1868VSWHR	WAVEWORKS,18WX68H,WARDROBE/STO RAGE,RIGHT,LAMINATE L KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND CONTINUED...	781.20	781.20

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 ACCOUNT MANAGER
 CAROLYN HOLT

Proposal For:

 CITY OF BURLESON
 SEND VIA EMAIL
 141 W RENFRO
 BURLESON TX 76028

817-295-1113

Install at:

 CITY OF BURLESON
 135 W ELLISON
 BURLESON TX 76028

JUSTIN SCHAMHORST

8174269646

 CREATED DATE
 07/27/22

 VALID THROUGH DATE
 08/03/22

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#	QTY	DESCRIPTION	SELL	EXTENDED
		AD ALMOND Tag 1: MANAGER 2		
111	1	WW2315PUBBF WAVEWORKS,23DX15W,PEDESTAL,BOX L /BOX/FILE,UNDERSURFACE,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: MANAGER 2	425.70	425.70
112	1	WW2336LFM2L WAVEWORKS,23DX36W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: MANAGER 2	510.30	510.30
113	1	WW2428STL WAVEWORKS,24DX28H,T SUPPORT PANEL,LAMINATE AD ALMOND Tag 1: MANAGER 2	198.90	198.90
114	1	WW2436WSSDL WAVEWORKS,24DX36W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) CONTINUED...	141.75	141.75

3100 W 7th St. Ste 200
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 4001 McEwen Rd. Ste 404
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 214-461-8300

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#	QTY	DESCRIPTION	SELL	EXTENDED
		X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: MANAGER 2		
115	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL E EXTENSION VAD SOFTENED PVC,ALMOND G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: MANAGER 2	258.75	258.75
116	2	WW3027MPVL WAVEWORKS,30WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: MANAGER 2	88.65	177.30
117	1	WW3060WSSDL WAVEWORKS,30DX60W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD)	245.25	245.25
CONTINUED...				

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#	QTY	DESCRIPTION		SELL	EXTENDED
		STD AD	STANDARD LAMINATE ALMOND Tag 1: MANAGER 2		
118	2	WW3618SOHML	WAVEWORKS,36WX18H,OVERHEAD,DOO RS,WALL MOUNT,LAMINATE	391.05	782.10
		KS1B AD AD	SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: MANAGER 2		
119	1	WW3627MPVL	WAVEWORKS,36WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE	100.35	100.35
		M X X AD	MAIN NO MODESTY GROMMET NO MODIFIED WIDTH (STANDARD) ALMOND Tag 1: MANAGER 2		
120	1	WW3638BCOL	WAVEWORKS,36WX38H,BOOKCASE,OPE N,SET ON,LAMINATE	306.00	306.00
		AD	ALMOND Tag 1: MANAGER 2		
121	1	WW5708MPVL	WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	103.50	103.50
		E X AD	EXTENSION NO MODIFIED WIDTH (STANDARD) ALMOND Tag 1: MANAGER 2		

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#	QTY	DESCRIPTION	SELL	EXTENDED
122	1	2723T.A142. B1 Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms FC1 Black Frame B17 Standard Black Nylon Base C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled Tag 1: OFFICE 1	412.46	412.46
123	2	5651B1 Focus, Side Chair, Mesh Back, Black Frame, Armless MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx G5 Standard Multi-Surface Glide ~ No Tablet Upgrade Tag 1: OFFICE 1	212.51	425.02
124	1	70-SEHX54-7 2-F24 -SS ~ -B Sierra HX, 2 Leg Base, 24" Flat Feet, For 70-75"W Wksf Standard Switch Standard Cord Black	648.38	648.38

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#	QTY		DESCRIPTION	SELL	EXTENDED
			Tag 1: OFFICE 1		
125	1	NAC0236SUR	ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK	93.15	93.15
			Tag 1: OFFICE 1		
126	3	NCCB012	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 012	9.90	29.70
			Tag 1: OFFICE 1		
127	1	WW1527MPVL AD ALMOND	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	65.70	65.70
			Tag 1: OFFICE 1		
128	1	WW1868VSWHL L KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND	WAVEWORKS,18WX68H,WARDROBE/STO RAGE,LEFT,LAMINATE	781.20	781.20
			Tag 1: OFFICE 1		
129	1	WW2315PMBF2 L 6MB NANTUCKET,CINDER KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND	WAVEWORKS,23DX15W,PEDESTAL,MOB ILE,BOX/FILE,HPL	593.55	593.55
			Tag 1: OFFICE 1		

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#	QTY	DESCRIPTION	SELL	EXTENDED
130	1	WW2315PUFFL WAVEWORKS,23DX15W,PEDESTAL,FIL E/FILE,UNDERSURFACE,LAMINATE 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 1	425.70	425.70
131	1	WW2328EPL WAVEWORKS,23DX28H,END PANEL,LAMINATE X NO GROMMET X NO MODIFIED DEPTH (STANDARD) AD ALMOND Tag 1: OFFICE 1	140.85	140.85
132	1	WW2460WSSVD WAVEWORKS,24DX60W,SURFACE,RECT L ,VERT GRAIN,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 1	215.10	215.10
133	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND G1L GROMMET,LEFT X NO WIRE MANAGER CONTINUED...	258.75	258.75



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CITY OF BURLESON SEND VIA EMAIL 141 W RENFRO BURLESON TX 76028 817-295-1113	CITY OF BURLESON 135 W ELLISON BURLESON TX 76028 JUSTIN SCHAMHORST 8174269646

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#	QTY	DESCRIPTION	SELL	EXTENDED
		X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 1		
134	1	WW5708MPVL WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM M MAIN X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OFFICE 1	103.50	103.50
135	1	2723T.A142. Amplify, Highback, Mesh Back, B1 Swivel Tilt Cntrl, Height/Width Adj Arms FC1 Black Frame B17 Standard Black Nylon Base C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled Tag 1: OFFICE 2	412.46	412.46



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#	QTY	DESCRIPTION	SELL	EXTENDED
136	1	40-SEHX30-4 8-F24 -SS Standard Switch ~ Standard Cord -B Black Tag 1: OFFICE 2	613.81	613.81
137	2	5651B1 MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx G5 Standard Multi-Surface Glide ~ No Tablet Upgrade Tag 1: OFFICE 2	212.51	425.02
138	2	NAC0236SUR ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK Tag 1: OFFICE 2	93.15	186.30
139	6	NCCB013 CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 013 Tag 1: OFFICE 2	9.90	59.40
140	1	WW1527MPVL AD ALMOND WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM Tag 1: OFFICE 2	65.70	65.70

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141	2	WW1730LFM2L	WAVEWORKS,17DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 2	496.35	992.70
142	2	WW1730PUHL	WAVEWORKS,17DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 2	416.70	833.40
143	2	WW1860WSSDL	WAVEWORKS,18DX60W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 2	200.25	400.50
144	1	WW2315PUBBF	WAVEWORKS,23DX15W,PEDESTAL,BOX L /BOX/FILE,UNDERSURFACE,LAM 6MB NANTUCKET,CINDER X NO GROMMET CONTINUED...	425.70	425.70

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#	QTY	DESCRIPTION	SELL	EXTENDED
		KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 2		
145	1	WW2315PUFFL WAVEWORKS,23DX15W,PEDESTAL,FIL E/FILE,UNDERSURFACE,LAMINATE 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 2	425.70	425.70
146	2	WW2328EPL WAVEWORKS,23DX28H,END PANEL,LAMINATE X NO GROMMET X NO MODIFIED DEPTH (STANDARD) AD ALMOND Tag 1: OFFICE 2	140.85	281.70
147	1	WW2448WSSVD WAVEWORKS,24DX48W,SURFACE,RECT L ,VERT GRAIN,HPL F FILLER VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 2	172.80	172.80

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148	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND G1R GROMMET,RIGHT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 2	258.75	258.75
149	4	WW3027MPVL WAVEWORKS,30WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OFFICE 2	88.65	354.60
150	1	WW3072WSSDL WAVEWORKS,30DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 2	306.90	306.90

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151	1	WW5708MPVL	WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM M MAIN X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OFFICE 2	103.50	103.50
152	1	WW7227MPL	WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OFFICE 2	164.25	164.25
153	1	2723T.A142. B1	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms FC1 Black Frame B17 Standard Black Nylon Base C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled Tag 1: OFFICE 3	412.46	412.46

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#	QTY	DESCRIPTION		SELL	EXTENDED
154	2	5651B1	Focus, Side Chair, Mesh Back, Black Frame, Armless	212.51	425.02
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		G5	Standard Multi-Surface Glide		
		~	No Tablet Upgrade		
			Tag 1: OFFICE 3		
155	1	58-SEHX54-7	Sierra HX, 2 Leg Base, 30"	652.31	652.31
		2-F30	Flat Feet, For 58-63"W Wksf		
		-SS	Standard Switch		
		~	Standard Cord		
		-B	Black		
			Tag 1: OFFICE 3		
156	1	NAC4812MPA	ACCESSORIES,48WX12H,MODESTY PANEL,RESIN	294.30	294.30
		1	GRADE 1		
		1677	FROSTED		
			Tag 1: OFFICE 3		
157	1	NAC7219TBRA	ACCESSORIES,71 13/16WX19 1/2H,TACKBOARD,RAILROAD	269.10	269.10
		A	GRADE A		
		3713	REPETITION STAINLESS		
			Tag 1: OFFICE 3		
158	7	NCCB014	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 014	9.90	69.30
			CONTINUED...		

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#	QTY	DESCRIPTION		SELL	EXTENDED
Tag 1: OFFICE 3					
159	1	WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	65.70	65.70
		AD	ALMOND		
Tag 1: OFFICE 3					
160	1	WW1730LFM2L	WAVEWORKS,17DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM	496.35	496.35
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
Tag 1: OFFICE 3					
161	1	WW1730PUHL	WAVEWORKS,17DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE	416.70	416.70
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
Tag 1: OFFICE 3					
162	1	WW1860WSSDL	WAVEWORKS,18DX60W,SURFACE,RECT ANGULAR,HPL	200.25	200.25
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		X	NO GROMMET		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
CONTINUED...					

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#	QTY	DESCRIPTION	SELL	EXTENDED
		X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 3		
163	1	WW1868VSWHL WAVEWORKS,18WX68H,WARDROBE/STO L RAGE,LEFT,LAMINATE KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 3	781.20	781.20
164	1	WW2315PUBBF WAVEWORKS,23DX15W,PEDESTAL,BOX L /BOX/FILE,UNDERSURFACE,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 3	425.70	425.70
165	1	WW2336LFM2L WAVEWORKS,23DX36W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 3	510.30	510.30
166	1	WW2428STL WAVEWORKS,24DX28H,T SUPPORT AD PANEL,LAMINATE ALMOND CONTINUED...	198.90	198.90

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PROPOSAL 122457

DATE 07/27/22

CUSTOMER NO. 00000569

 ACCOUNT MANAGER
 CAROLYN HOLT

Proposal For:
Install at:

 CITY OF BURLESON
 SEND VIA EMAIL
 141 W RENFRO
 BURLESON TX 76028

 CITY OF BURLESON
 135 W ELLISON
 BURLESON TX 76028

817-295-1113

JUSTIN SCHAMHORST

8174269646

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#	QTY	DESCRIPTION	SELL	EXTENDED
Tag 1: OFFICE 3				
167	1	WW2436WSSDL WAVEWORKS,24DX36W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND	141.75	141.75
Tag 1: OFFICE 3				
168	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND G1R GROMMET,RIGHT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND	258.75	258.75
Tag 1: OFFICE 3				
169	2	WW3027MPVL WAVEWORKS,30WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) AD ALMOND	88.65	177.30
CONTINUED...				

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#	QTY	DESCRIPTION		SELL	EXTENDED
Tag 1: OFFICE 3					
170	1	WW3060WSSDL	WAVEWORKS,30DX60W,SURFACE,RECT ANGULAR,HPL	245.25	245.25
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		X	NO GROMMET		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
Tag 1: OFFICE 3					
171	2	WW3618SOHML	WAVEWORKS,36WX18H,OVERHEAD,DOO RS,WALL MOUNT,LAMINATE	391.05	782.10
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
Tag 1: OFFICE 3					
172	1	WW3627MPVL	WAVEWORKS,36WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE	100.35	100.35
		M	MAIN		
		X	NO MODESTY GROMMET		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
Tag 1: OFFICE 3					
173	1	WW3638BCOL	WAVEWORKS,36WX38H,BOOKCASE,OPE N,SET ON,LAMINATE	306.00	306.00
		AD	ALMOND		
CONTINUED					

CONTINUED...



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PROPOSAL 122457	
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ACCOUNT MANAGER	CAROLYN HOLT

Proposal For:	Install at:
CITY OF BURLESON SEND VIA EMAIL 141 W RENFRO BURLESON TX 76028 817-295-1113	CITY OF BURLESON 135 W ELLISON BURLESON TX 76028 JUSTIN SCHAMHORST 8174269646

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#	QTY	DESCRIPTION	SELL	EXTENDED
Tag 1: OFFICE 3				
174	1	WW5708MPVL WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM M MAIN X NO MODIFIED WIDTH (STANDARD) AD ALMOND	103.50	103.50
Tag 1: OFFICE 3				
175	1	2723T.A142. B1 Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms FC1 Black Frame B17 Standard Black Nylon Base C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled	412.46	412.46
Tag 1: OFFICE 4				
176	2	5651B1 Focus, Side Chair, Mesh Back, Black Frame, Armless MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection	212.51	425.02
CONTINUED...				



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ACCOUNT MANAGER	CAROLYN HOLT

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#	QTY	DESCRIPTION	SELL	EXTENDED
		FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx G5 Standard Multi-Surface Glide ~ No Tablet Upgrade Tag 1: OFFICE 4		
177	1	58-SEHX54-7 Sierra HX, 2 Leg Base, 30" 2-F30 Flat Feet, For 58-63"W Wksf -SS Standard Switch ~ Standard Cord -B Black Tag 1: OFFICE 4	652.31	652.31
178	1	NAC4812MPA ACCESSORIES,48WX12H,MODESTY PANEL,RESIN 1 GRADE 1 1677 FROSTED Tag 1: OFFICE 4	294.30	294.30
179	1	NAC7219TBRA ACCESSORIES,71 13/16WX19 1/2H,TACKBOARD,RAILROAD A GRADE A 3713 REPETITION STAINLESS Tag 1: OFFICE 4	269.10	269.10
180	7	NCCB015 CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 015 Tag 1: OFFICE 4	9.90	69.30

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#	QTY	DESCRIPTION		SELL	EXTENDED
181	1	WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM AD ALMOND Tag 1: OFFICE 4	65.70	65.70
182	1	WW1730LFM2L	WAVEWORKS,17DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 4	496.35	496.35
183	1	WW1730PUHL	WAVEWORKS,17DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 4	416.70	416.70
184	1	WW1860WSSDL	WAVEWORKS,18DX60W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 4	200.25	200.25

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#	QTY	DESCRIPTION		SELL	EXTENDED
185	1	WW1868VSWHR L KS1B AD AD	WAVEWORKS,18WX68H,WARDROBE/STORAGE,RIGHT,LAMINATE SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: OFFICE 4	781.20	781.20
186	1	WW2315PUBBF L 6MB X KS1B AD AD	WAVEWORKS,23DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM NANTUCKET,CINDER NO GROMMET SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: OFFICE 4	425.70	425.70
187	1	WW2336LFM2L 6MB X KS1B AD AD	WAVEWORKS,23DX36W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM NANTUCKET,CINDER NO GROMMET SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: OFFICE 4	510.30	510.30
188	1	WW2428STL AD	WAVEWORKS,24DX28H,T SUPPORT PANEL,LAMINATE ALMOND Tag 1: OFFICE 4	198.90	198.90
189	1	WW2436WSSDL M VAD	WAVEWORKS,24DX36W,SURFACE,RECT ANGULAR,HPL MAIN SOFTENED PVC,ALMOND CONTINUED...	141.75	141.75

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#	QTY	DESCRIPTION	SELL	EXTENDED
		X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 4		
190	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL E EXTENSION VAD SOFTENED PVC,ALMOND G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 4	258.75	258.75
191	2	WW3027MPVL WAVEWORKS,30WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OFFICE 4	88.65	177.30
192	1	WW3060WSSDL WAVEWORKS,30DX60W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET CONTINUED...	245.25	245.25

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#	QTY	DESCRIPTION	SELL	EXTENDED
		X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 4		
193	2	WW3618SOHML WAVEWORKS,36WX18H,OVERHEAD,DOO RS,WALL MOUNT,LAMINATE KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 4	391.05	782.10
194	1	WW3627MPVL WAVEWORKS,36WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OFFICE 4	100.35	100.35
195	1	WW3638BCOL WAVEWORKS,36WX38H,BOOKCASE,OPE N,SET ON,LAMINATE AD ALMOND Tag 1: OFFICE 4	306.00	306.00
196	1	WW5708MPVL WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM E EXTENSION X NO MODIFIED WIDTH (STANDARD) AD ALMOND CONTINUED...	103.50	103.50

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#	QTY	DESCRIPTION		SELL	EXTENDED
Tag 1: OFFICE 4					
197	1	2723T.A142. B1	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	412.46	412.46
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		C17	Hard Floor and Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		~	No Selection		
		UC	Partially Assembled		
Tag 1: OFFICE 5					
198	2	5651B1	Focus, Side Chair, Mesh Back, Black Frame, Armless	212.51	425.02
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		G5	Standard Multi-Surface Glide		
		~	No Tablet Upgrade		
Tag 1: OFFICE 5					

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#	QTY	DESCRIPTION		SELL	EXTENDED
199	1	58-SEHX54-7 2-F30 -SS ~ -B	Sierra HX, 2 Leg Base, 30" Flat Feet, For 58-63"W Wksf Standard Switch Standard Cord Black Tag 1: OFFICE 5	652.31	652.31
200	1	NAC4812MPA 1 1677	ACCESSORIES,48WX12H,MODESTY PANEL,RESIN GRADE 1 FROSTED Tag 1: OFFICE 5	294.30	294.30
201	1	NAC7219TBRA A 3713	ACCESSORIES,71 13/16WX19 1/2H,TACKBOARD,RAILROAD GRADE A REPETITION STAINLESS Tag 1: OFFICE 5	269.10	269.10
202	7	NCCB016	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 016 Tag 1: OFFICE 5	9.90	69.30
203	1	WW1527MPVL AD	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM ALMOND Tag 1: OFFICE 5	65.70	65.70
204	1	WW1730LFM2L 6MB X KS1B	WAVEWORKS,17DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM NANTUCKET,CINDER NO GROMMET SPECIFY 1 BLACK CORE SEPARATE CONTINUED...	496.35	496.35

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#	QTY	DESCRIPTION		SELL	EXTENDED
		AD	ALMOND		
		AD	ALMOND		
		Tag 1: OFFICE 5			
205	1	WW1730PUHL	WAVEWORKS,17DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE	416.70	416.70
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
		Tag 1: OFFICE 5			
206	1	WW1860WSSDL	WAVEWORKS,18DX60W,SURFACE,RECT ANGULAR,HPL	200.25	200.25
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		X	NO GROMMET		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
		Tag 1: OFFICE 5			
207	1	WW1868VSWHL	WAVEWORKS,18WX68H,WARDROBE/STORAGE,LEFT,LAMINATE	781.20	781.20
		L			
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
		Tag 1: OFFICE 5			

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#	QTY	DESCRIPTION		SELL	EXTENDED
208	1	WW2315PUBBF	WAVEWORKS,23DX15W,PEDESTAL,BOX	425.70	425.70
		L	/BOX/FILE,UNDERSURFACE,LAM		
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
		Tag 1: OFFICE 5			
209	1	WW2336LFM2L	WAVEWORKS,23DX36W,LATERAL	510.30	510.30
			FILE,UNDERSURFACE,2 DRAWER,LAM		
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
		Tag 1: OFFICE 5			
210	1	WW2428STL	WAVEWORKS,24DX28H,T SUPPORT	198.90	198.90
			PANEL,LAMINATE		
		AD	ALMOND		
		Tag 1: OFFICE 5			
211	1	WW2436WSSDL	WAVEWORKS,24DX36W,SURFACE,RECT	141.75	141.75
			ANGULAR,HPL		
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		X	NO GROMMET		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
		Tag 1: OFFICE 5			

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#	QTY	DESCRIPTION		SELL	EXTENDED
212	1	WW2472WSSDL	WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL	258.75	258.75
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		G1R	GROMMET,RIGHT		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
			Tag 1: OFFICE 5		
213	2	WW3027MPVL	WAVEWORKS,30WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE	88.65	177.30
		M	MAIN		
		X	NO MODESTY GROMMET		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: OFFICE 5		
214	1	WW3060WSSDL	WAVEWORKS,30DX60W,SURFACE,RECT ANGULAR,HPL	245.25	245.25
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		X	NO GROMMET		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
			Tag 1: OFFICE 5		

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PROPOSAL 122457

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CUSTOMER NO. 00000569

 ACCOUNT MANAGER
 CAROLYN HOLT

Proposal For:
Install at:

 CITY OF BURLESON
 SEND VIA EMAIL
 141 W RENFRO
 BURLESON TX 76028

 CITY OF BURLESON
 135 W ELLISON
 BURLESON TX 76028

817-295-1113

JUSTIN SCHAMHORST

8174269646

 CREATED DATE
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#	QTY	DESCRIPTION		SELL	EXTENDED
215	2	WW3618SOHML	WAVEWORKS,36WX18H,OVERHEAD,DOO	391.05	782.10
			RS,WALL MOUNT,LAMINATE		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
			Tag 1: OFFICE 5		
216	1	WW3627MPVL	WAVEWORKS,36WX27H,PED MODESTY	100.35	100.35
			PANEL,FULL,VERT GRAIN,LAMINATE		
		M	MAIN		
		X	NO MODESTY GROMMET		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: OFFICE 5		
217	1	WW3638BCOL	WAVEWORKS,36WX38H,BOOKCASE,OPE	306.00	306.00
			N,SET ON,LAMINATE		
		AD	ALMOND		
			Tag 1: OFFICE 5		
218	1	WW5708MPVL	WAVEWORKS,57WX8H,MODESTY	103.50	103.50
			PANEL,1/3 HEIGHT,VERT		
			GRAIN,LAM		
		M	MAIN		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: OFFICE 5		
219	1	2723T.A142.	Amplify, Highback, Mesh Back,	412.46	412.46
		B1	Swivel Tilt Cntrl,		
			Height/Width Adj Arms		
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		C17	Hard Floor and Carpet Casters		
			CONTINUED...		

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#	QTY	DESCRIPTION	SELL	EXTENDED
		S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled Tag 1: OFFICE 6		
220	2	5651B1 Focus, Side Chair, Mesh Back, Black Frame, Armless MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx G5 Standard Multi-Surface Glide ~ No Tablet Upgrade Tag 1: OFFICE 6	212.51	425.02
221	1	58-SEHX54-7 Sierra HX, 2 Leg Base, 30" 2-F30 Flat Feet, For 58-63"W Wksf -SS Standard Switch ~ Standard Cord -B Black Tag 1: OFFICE 6	652.31	652.31
222	1	NAC4812MPA ACCESSORIES,48WX12H,MODESTY PANEL,RESIN 1 GRADE 1	294.30	294.30
		CONTINUED...		

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#	QTY	DESCRIPTION		SELL	EXTENDED
		1677	FROSTED Tag 1: OFFICE 6		
223	1	NAC7219TBRA A 3713	ACCESSORIES,71 13/16WX19 1/2H,TACKBOARD,RAILROAD GRADE A REPETITION STAINLESS Tag 1: OFFICE 6	269.10	269.10
224	7	NCCB017	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 017 Tag 1: OFFICE 6	9.90	69.30
225	1	WW1527MPVL AD	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM ALMOND Tag 1: OFFICE 6	65.70	65.70
226	1	WW1730LFM2L 6MB X KS1B AD AD	WAVEWORKS,17DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM NANTUCKET,CINDER NO GROMMET SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: OFFICE 6	496.35	496.35
227	1	WW1730PUHL 6MB X KS1B	WAVEWORKS,17DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE NANTUCKET,CINDER NO GROMMET SPECIFY 1 BLACK CORE SEPARATE CONTINUED...	416.70	416.70

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#	QTY	DESCRIPTION	SELL	EXTENDED
		AD ALMOND AD ALMOND Tag 1: OFFICE 6		
228	1	WW1860WSSDL WAVEWORKS,18DX60W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 6	200.25	200.25
229	1	WW1868VSWHL WAVEWORKS,18WX68H,WARDROBE/STO L RAGE,LEFT,LAMINATE KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 6	781.20	781.20
230	1	WW2315PUBBF WAVEWORKS,23DX15W,PEDESTAL,BOX L /BOX/FILE,UNDERSURFACE,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 6	425.70	425.70



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ACCOUNT MANAGER	CAROLYN HOLT

Proposal For:	Install at:
CITY OF BURLESON SEND VIA EMAIL 141 W RENFRO BURLESON TX 76028 817-295-1113	CITY OF BURLESON 135 W ELLISON BURLESON TX 76028 JUSTIN SCHAMHORST 8174269646

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#	QTY	DESCRIPTION	SELL	EXTENDED
231	1	WW2336LFM2L WAVEWORKS,23DX36W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 6	510.30	510.30
232	1	WW2428STL WAVEWORKS,24DX28H,T SUPPORT PANEL,LAMINATE AD ALMOND Tag 1: OFFICE 6	198.90	198.90
233	1	WW2436WSSDL WAVEWORKS,24DX36W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 6	141.75	141.75
234	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND G1R GROMMET,RIGHT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) CONTINUED...	258.75	258.75

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 BURLESON TX 76028

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#	QTY	DESCRIPTION	SELL	EXTENDED
		STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 6		
235	2	WW3027MPVL WAVEWORKS,30WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OFFICE 6	88.65	177.30
236	1	WW3060WSSDL WAVEWORKS,30DX60W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 6	245.25	245.25
237	2	WW3618SOHML WAVEWORKS,36WX18H,OVERHEAD,DOO RS,WALL MOUNT,LAMINATE KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 6	391.05	782.10

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#	QTY	DESCRIPTION		SELL	EXTENDED
238	1	WW3627MPVL	WAVEWORKS,36WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE	100.35	100.35
		M	MAIN		
		X	NO MODESTY GROMMET		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: OFFICE 6		
239	1	WW3638BCOL	WAVEWORKS,36WX38H,BOOKCASE,OPE N,SET ON,LAMINATE	306.00	306.00
		AD	ALMOND		
			Tag 1: OFFICE 6		
240	1	WW5708MPVL	WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	103.50	103.50
		M	MAIN		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: OFFICE 6		
241	1	2723T.A142. B1	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	412.46	412.46
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		C17	Hard Floor and Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
			CONTINUED...		

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#	QTY	DESCRIPTION	SELL	EXTENDED
		~ No Selection UC Partially Assembled Tag 1: OFFICE 7		
242	2	5651B1 Focus, Side Chair, Mesh Back, Black Frame, Armless MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx G5 Standard Multi-Surface Glide ~ No Tablet Upgrade Tag 1: OFFICE 7	212.51	425.02
243	1	58-SEHX54-7 Sierra HX, 2 Leg Base, 30" 2-F30 Flat Feet, For 58-63"W Wksf -SS Standard Switch ~ Standard Cord -B Black Tag 1: OFFICE 7	652.31	652.31
244	1	NAC4812MPA ACCESSORIES,48WX12H,MODESTY PANEL,RESIN 1 GRADE 1 1677 FROSTED Tag 1: OFFICE 7	294.30	294.30
245	1	NAC7219TBRA ACCESSORIES,71 13/16WX19 1/2H,TACKBOARD,RAILROAD A GRADE A 3713 REPETITION STAINLESS CONTINUED...	269.10	269.10

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Tag 1: OFFICE 7					
246	5	NCCB019	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 019	9.90	49.50
Tag 1: OFFICE 7					
247	1	WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	65.70	65.70
		AD	ALMOND		
Tag 1: OFFICE 7					
248	1	WW1868VSWHL	WAVEWORKS,18WX68H,WARDROBE/STO	781.20	781.20
		L	RAGE,LEFT,LAMINATE		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
Tag 1: OFFICE 7					
249	1	WW2315PUBBF	WAVEWORKS,23DX15W,PEDESTAL,BOX	425.70	425.70
		L	/BOX/FILE,UNDERSURFACE,LAM		
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
Tag 1: OFFICE 7					
250	1	WW2336LFM2L	WAVEWORKS,23DX36W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM	510.30	510.30
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
CONTINUED...					

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#	QTY	DESCRIPTION	SELL	EXTENDED
		KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND Tag 1: OFFICE 7		
251	1	WW2428STL WAVEWORKS,24DX28H,T SUPPORT AD ALMOND Tag 1: OFFICE 7	198.90	198.90
252	1	WW2436WSSDL WAVEWORKS,24DX36W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 7	141.75	141.75
253	1	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL E EXTENSION VAD SOFTENED PVC,ALMOND G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OFFICE 7	258.75	258.75

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#	QTY	DESCRIPTION		SELL	EXTENDED
254	1	WW3060WSSDL	WAVEWORKS,30DX60W,SURFACE,RECT ANGULAR,HPL	245.25	245.25
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		X	NO GROMMET		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
			Tag 1: OFFICE 7		
255	2	WW3618SOHML	WAVEWORKS,36WX18H,OVERHEAD,DOO RS,WALL MOUNT,LAMINATE	391.05	782.10
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
			Tag 1: OFFICE 7		
256	1	WW3627MPVL	WAVEWORKS,36WX27H,PED MODESTY PANEL,FULL,VERT GRAIN,LAMINATE	100.35	100.35
		M	MAIN		
		X	NO MODESTY GROMMET		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: OFFICE 7		
257	1	WW3638BCOL	WAVEWORKS,36WX38H,BOOKCASE,OPE N,SET ON,LAMINATE	306.00	306.00
		AD	ALMOND		
			Tag 1: OFFICE 7		

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258	1	WW5708MPVL	WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM E EXTENSION X NO MODIFIED WIDTH (STANDARD) AD ALMOND Tag 1: OFFICE 7	103.50	103.50
259	1	2723T.A142. B1	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms FC1 Black Frame B17 Standard Black Nylon Base C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled Tag 1: OFFICE 8	412.46	412.46
260	1	40-SEHX30-4 8-F24 -SS ~ -B	Sierra HX, 2 Leg Base, 24" Flat Feet, For 40-45"W Wksf Standard Switch Standard Cord Black Tag 1: OFFICE 8	613.81	613.81

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#	QTY	DESCRIPTION		SELL	EXTENDED
261	2	5651B1	Focus, Side Chair, Mesh Back, Black Frame, Armless	212.51	425.02
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		G5	Standard Multi-Surface Glide		
		~	No Tablet Upgrade		
			Tag 1: OFFICE 8		
262	2	NAC0236SUR	ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK	93.15	186.30
			Tag 1: OFFICE 8		
263	2	NCCB020	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 020	9.90	19.80
			Tag 1: OFFICE 8		
264	1	WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	65.70	65.70
		AD	ALMOND		
			Tag 1: OFFICE 8		
265	1	WW2315PUBBF	WAVEWORKS,23DX15W,PEDESTAL,BOX	425.70	425.70
		L	/BOX/FILE,UNDERSURFACE,LAM		
		6MB	NANTUCKET,CINDER		
		X	NO GROMMET		
		KS1B	SPECIFY 1 BLACK CORE SEPARATE		
		AD	ALMOND		
		AD	ALMOND		
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#	QTY	DESCRIPTION	SELL	EXTENDED
Tag 1: OFFICE 8				
266	1	WW2315PUFFL WAVEWORKS,23DX15W,PEDESTAL,FIL E/FILE,UNDERSURFACE,LAMINATE 6MB NANTUCKET,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE AD ALMOND AD ALMOND	425.70	425.70
Tag 1: OFFICE 8				
267	2	WW2328EPL WAVEWORKS,23DX28H,END PANEL,LAMINATE X NO GROMMET X NO MODIFIED DEPTH (STANDARD) AD ALMOND	140.85	281.70
Tag 1: OFFICE 8				
268	1	WW2448WSSVD WAVEWORKS,24DX48W,SURFACE,RECT L ,VERT GRAIN,HPL F FILLER VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND	172.80	172.80
Tag 1: OFFICE 8				

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PROPOSAL 122457

DATE 07/27/22

CUSTOMER NO. 00000569

 ACCOUNT MANAGER
 CAROLYN HOLT

Proposal For:

 CITY OF BURLESON
 SEND VIA EMAIL
 141 W RENFRO
 BURLESON TX 76028

817-295-1113

Install at:

 CITY OF BURLESON
 135 W ELLISON
 BURLESON TX 76028

JUSTIN SCHAMHORST

8174269646

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#	QTY	DESCRIPTION		SELL	EXTENDED
269	1	WW2472WSSDL	WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL	258.75	258.75
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		G1L	GROMMET,LEFT		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
			Tag 1: OFFICE 8		
270	1	WW3072WSSDL	WAVEWORKS,30DX72W,SURFACE,RECT ANGULAR,HPL	306.90	306.90
		M	MAIN		
		VAD	SOFTENED PVC,ALMOND		
		G1R	GROMMET,RIGHT		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		AD	ALMOND		
			Tag 1: OFFICE 8		
271	1	WW5708MPVL	WAVEWORKS,57WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	103.50	103.50
		M	MAIN		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: OFFICE 8		

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#	QTY	DESCRIPTION		SELL	EXTENDED
272	1	WW7227MPL	WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE	164.25	164.25
		M	MAIN		
		X	NO MODESTY GROMMET		
		X	NO MODIFIED WIDTH (STANDARD)		
		AD	ALMOND		
			Tag 1: OFFICE 8		
273	3	5651B1	Focus, Side Chair, Mesh Back, Black Frame, Armless	212.51	637.53
		MC1	Black Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		ONYX	Slide Onyx		
		G5	Standard Multi-Surface Glide		
		~	No Tablet Upgrade		
			Tag 1: OFFICE 9		
274	2	7732	RANGER STEEL4-POST TABLE 42"X 30"X37"H	948.61	1,897.22
		*	FINISHES TBD		
		*			
			Tag 1: OPEN OFFICE 2		
			SAFECO OMNIA CONTRACT R191814 DISCOUNT 58.5%		
275	16	2723T.A142. B1	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	412.46	6,599.36
		FC1	Black Frame		
			CONTINUED...		



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#	QTY	DESCRIPTION	SELL	EXTENDED
		B17 Standard Black Nylon Base C17 Hard Floor and Carpet Casters S0 Standard Cylinder Height MC5 Onyx (Black) Mesh Color FABRIC Fabric Grade Selections ~ No Selection FG2 Fabric Grade 2 SLIDE Slide Standard Color Selection ONYX Slide Onyx ~ No Selection UC Partially Assembled Tag 1: OPEN OFFICE 2		
276	6	70-SEHX54-7 Sierra HX, 2 Leg Base, 24" 2-F24 Flat Feet, For 70-75"W Wksf -SS Standard Switch ~ Standard Cord -B Black Tag 1: OPEN OFFICE 2	648.38	3,890.28
277	4	EUER-153P-G Triplex Receptacle,15 Amp, S0S 332, CM ,TR-E SMOKE GRD A Tag 1: OPEN OFFICE 2	74.04	296.16
278	2	JCPT-0230-S X Series,Combo Unit,27.5"H x 9A 30"W,File(L),Box,Box(R),LatFil e,Ptd Drw Frnt,Ptd Lock Rail,Clas Pull,Att,Glides ,TR-LE METALLIC SILVER GRD B ,LR-BP CHROME GRD A Tag 1: OPEN OFFICE 2	962.04	1,924.08



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#	QTY		DESCRIPTION	SELL	EXTENDED
279	8	JPAH-24-S9	X Series,Pedestal,Attached,B/B/F ,24"D,PtdDrwFrt, Stl Lkrl,Classic Pull ,TR-LE METALLIC SILVER GRD B ,LR-BP CHROME GRD A Tag 1: OPEN OFFICE 2	422.42	3,379.36
280	8	JPAJ-24-S9	X Series,Pedestal,Attached,F/F,2 4"D,PtdDrwFrt, Stl Lkrl,Classic Pull ,TR-LE METALLIC SILVER GRD B ,LR-BP CHROME GRD A Tag 1: OPEN OFFICE 2	383.31	3,066.48
281	2	LSET-1	HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1 ,LX-BP CHROME GRD A Tag 1: OPEN OFFICE 2	0.00	0.00
282	8	LSET-2	HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2 ,LX-BP CHROME GRD A Tag 1: OPEN OFFICE 2	0.00	0.00
283	2	NCCB021	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 021 Tag 1: OPEN OFFICE 2	9.90	19.80
284	2	NCCB022	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 022 CONTINUED...	9.90	19.80



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#	QTY		DESCRIPTION	SELL	EXTENDED
			Tag 1: OPEN OFFICE 2		
285	2	NCCB023	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 023	9.90	19.80
			Tag 1: OPEN OFFICE 2		
286	2	NCCB024	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 024	9.90	19.80
			Tag 1: OPEN OFFICE 2		
287	2	NCCB025	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 025	9.90	19.80
			Tag 1: OPEN OFFICE 2		
288	1	NCCB026	CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 026	9.90	9.90
			Tag 1: OPEN OFFICE 2		
289	10	TJRA-2982-L JSNCXG ,H-KL ,HP-KL ,TR-LE	Upside,Table,29"x82",Lam,Eb3,S td,No Co,C-Leg,Single Stage, Simple Paddle NEO WALNUT GRD B NEO WALNUT GRD A METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	734.80	7,348.00



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#	QTY	DESCRIPTION	SELL	EXTENDED
290	40	VZAD-0000-R Elec Comp, Data Blank Cover, Hard Surf Tiles all manuf dates, Fabric Tiles manuf after 3/17/2009 ,TR-E SMOKE GRD A Tag 1: OPEN OFFICE 2	1.63	65.20
291	17	VZAL-5800 Panel, Vertical Light Block, 58in, Compose Tag 1: OPEN OFFICE 2	2.71	46.07
292	5	VZAL-7400 Panel, Vertical Light Block, 74in, Compose Tag 1: OPEN OFFICE 2	2.71	13.55
293	18	VZAR-0000 Panel, Receptacle Blank Cover, Svc ,TR-E SMOKE GRD A Tag 1: OPEN OFFICE 2	2.71	48.78
294	7	VZCC-0000-H Compose Top Cap, Steel Trim, Clip, Pk of 5 Tag 1: OPEN OFFICE 2	25.36	177.52
295	5	VZCC-0036-H Compose,Top Trim 36In.W,Stl, Pnl Frame ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	28.53	142.65

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296	24	VZCC-0042-H S ,TR-LE	Compose,Top Trim 42In.W,Stl, Pnl Frame METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	31.23	749.52
297	16	VZCC-0048-H S ,TR-LE	Compose,Top Trim 48In.W,Stl, Pnl Frame METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	33.93	542.88
298	5	VZCC-0060-H S ,TR-LE	Compose,Top Trim 60In.W,Stl, Pnl Frame METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	39.33	196.65
299	4	VZCE-0000-H	Compose, EOR, Steel Trim, clip, Pk of 5 Tag 1: OPEN OFFICE 2	22.83	91.32
300	12	VZCE-5800-H ,TR-LE	Compose,Panel Trim,End-Of-Run 58In.H, Steel METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	44.43	533.16
301	6	VZCE-7400-H ,TR-LE	Compose,Panel Trim,End-Of-Run 74In.H, Steel METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	56.06	336.36
302	4	VZCL-7400-H ,TR-LE	Compose,Connector Trim,Corner,2-Way 74In.H, Steel METALLIC SILVER GRD B CONTINUED...	164.32	657.28



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#	QTY	DESCRIPTION	SELL	EXTENDED
		,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2		
303	2	VZCT-5800-H Compose,Connector Trim,Corner,3-Way 58In.H, Steel	182.63	365.26
		,TR-LE METALLIC SILVER GRD B ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2		
304	1	VZCT-7400-H Compose,Connector Trim,Corner,3-Way 74In.H, Steel	220.33	220.33
		,TR-LE METALLIC SILVER GRD B ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2		
305	5	VZCW-0000-P Compose,Wall Mount,Fits All Heights	37.45	187.25
		Tag 1: OPEN OFFICE 2		
306	4	VZCX-5800-H Compose,Connector Trim,Corner,4-Way 58In.H, Steel	68.39	273.56
		,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2		
307	2	VZEB-0000-3 Compose,Base Feed Module,3Cir,332	143.95	287.90
		Tag 1: OPEN OFFICE 2		

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308	4	VZEF-0R0S	Compose,Flex Connector,Straight Span,3-Circuit Tag 1: OPEN OFFICE 2	48.25	193.00
309	5	VZFF-5836-N 3HHNR	Compose, Frm,58Hx36W,Bs 3CIR,Bs Cvhl/Cvhl,No Blt Pwr,Std ,TR-LE METALLIC SILVER GRD B ,TR-LE METALLIC SILVER GRD B ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	209.84	1,049.20
310	24	VZFF-5842-N NNNNR	Compose, Frm,58Hx42W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	115.46	2,771.04
311	5	VZFF-5860-N 3HHNR	Compose, Frm,58Hx60W,Bs 3CIR,Bs Cvhl/Cvhl,No Blt Pwr,Std ,TR-LE METALLIC SILVER GRD B ,TR-LE METALLIC SILVER GRD B ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	254.62	1,273.10
312	16	VZFF-7448-N NNNNR	Compose, Frm,74Hx48W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-LE METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	142.02	2,272.32

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#	QTY	DESCRIPTION		SELL	EXTENDED
313	10	VZTI-4836-F NC (6X) ,6X-FS	Compose,Single Tile,48In.HX36In.W,Fabric/Tack able,Std Core,No Tech CHEVRON GRD A FEATHERSTITCH GRD A Tag 1: OPEN OFFICE 2	103.02	1,030.20
314	10	VZTI-4860-F NC (6X) ,6X-FS	Compose,Single Tile,48In.HX60In.W,Fabric/Tack able,Std Core,No Tech CHEVRON GRD A FEATHERSTITCH GRD A Tag 1: OPEN OFFICE 2	143.51	1,435.10
315	48	VZTI-5642-F NC (6X) ,6X-FS	Compose,Single Tile,56In.HX42In.W,Fabric/Tack able,Std Core,No Tech CHEVRON GRD A FEATHERSTITCH GRD A Tag 1: OPEN OFFICE 2	128.68	6,176.64
316	32	VZTI-7248-F NC (6X) ,6X-FS	Compose,Single Tile,72In.HX48In.W,Fabric/Tack able,Std Core,No Tech CHEVRON GRD A FEATHERSTITCH GRD A Tag 1: OPEN OFFICE 2	174.67	5,589.44
317	1	WURA-2439-L JSA ,H-KL ,HP-KL	Worksurface, Rect,24Dx39W,Lam,Edgeband,Std Core,Notched NEO WALNUT GRD B NEO WALNUT GRD A Tag 1: OPEN OFFICE 2	125.63	125.63



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318	8	WURA-2442-L JSA Worksurface, Rect,24Dx42W,Lam,Edgeband,Std Core,Notched ,H-KL NEO WALNUT GRD B ,HP-KL NEO WALNUT GRD A Tag 1: OPEN OFFICE 2	132.64	1,061.12
319	1	WURA-2445-L JSA Worksurface, Rect,24Dx45W,Lam,Edgeband,Std Core,Notched ,H-KL NEO WALNUT GRD B ,HP-KL NEO WALNUT GRD A Tag 1: OPEN OFFICE 2	139.65	139.65
320	8	WURA-2484-L JSA Worksurface, Rect,24Dx84W,Lam,Edgeband,Std Core,Notched ,H-KL NEO WALNUT GRD B ,HP-KL NEO WALNUT GRD A Tag 1: OPEN OFFICE 2	244.15	1,953.20
321	5	WW1527MPVL AD ALMOND WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM Tag 1: OPEN OFFICE 2	65.70	328.50
322	5	WW1728EPL X NO GROMMET AD ALMOND WAVEWORKS,17DX28H,END PANEL,LAMINATE Tag 1: OPEN OFFICE 2	130.50	652.50

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#	QTY	DESCRIPTION		SELL	EXTENDED
323	4	WW1868VSWHL L KS1B AD AD	WAVEWORKS,18WX68H,WARDROBE/STO RAGE,LEFT,LAMINATE SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: OPEN OFFICE 2	781.20	3,124.80
324	1	WW1868VSWHR L KS1B AD AD	WAVEWORKS,18WX68H,WARDROBE/STO RAGE,RIGHT,LAMINATE SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: OPEN OFFICE 2	781.20	781.20
325	1	WW2315PMBF2 L 6MB KS1B AD AD	WAVEWORKS,23DX15W,PEDESTAL,MOB ILE,BOX/FILE,HPL NANTUCKET,CINDER SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: OPEN OFFICE 2	593.55	593.55
326	5	WW2315PUBBF L 6MB X KS1B AD AD	WAVEWORKS,23DX15W,PEDESTAL,BOX /BOX/FILE,UNDERSURFACE,LAM NANTUCKET,CINDER NO GROMMET SPECIFY 1 BLACK CORE SEPARATE ALMOND ALMOND Tag 1: OPEN OFFICE 2	425.70	2,128.50
327	5	WW2448WSSVD L F	WAVEWORKS,24DX48W,SURFACE,RECT ,VERT GRAIN,HPL FILLER CONTINUED...	172.80	864.00

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#	QTY	DESCRIPTION	SELL	EXTENDED
		VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OPEN OFFICE 2		
328	6	WW2472WSSDL WAVEWORKS,24DX72W,SURFACE,RECT ANGULAR,HPL M MAIN VAD SOFTENED PVC,ALMOND X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND Tag 1: OPEN OFFICE 2	245.25	1,471.50
329	16	ZUBF-0000-P N Tag 1: OPEN OFFICE 2	8.98	143.68
330	11	ZZBD-1600-P P Tag 1: OPEN OFFICE 2	40.87	449.57
331	4	ZZBD-1600-P R Tag 1: OPEN OFFICE 2	24.89	99.56

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CUSTOMER NO. 00000569

 ACCOUNT MANAGER
 CAROLYN HOLT

Proposal For:
Install at:

 CITY OF BURLESON
 SEND VIA EMAIL
 141 W RENFRO
 BURLESON TX 76028

 CITY OF BURLESON
 135 W ELLISON
 BURLESON TX 76028

817-295-1113

JUSTIN SCHAMHORST

8174269646

 CREATED DATE
 07/27/22

 VALID THROUGH DATE
 08/03/22

 TERMS
 NET 10

#	QTY	DESCRIPTION		SELL	EXTENDED
332	8	ZZBN-0000-P NJ ,TR-LE	Panel-To-Ped Attachment Bracket ,BH,3mm Edgeband METALLIC SILVER GRD B Tag 1: OPEN OFFICE 2	71.96	575.68
333	1	2723T.A142. B1 FC1 B17 C17 S0 MC5 FABRIC ~ FG2 SLIDE ONYX ~ UC	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms Black Frame Standard Black Nylon Base Hard Floor and Carpet Casters Standard Cylinder Height Onyx (Black) Mesh Color Fabric Grade Selections No Selection Fabric Grade 2 Slide Standard Color Selection Slide Onyx No Selection Partially Assembled Tag 1: RECEPTION	412.46	412.46
334	4	39A-GWXX 2 22157 AD	TIMBERLANE,GUEST,ARMS,UPHOLSTE RED 3/4 BACK GRADE 2 SEDONA HORIZON ALMOND Tag 1: RECEPTION	471.15	1,884.60
335	2	89N2422TRDL AD 462	MARNIA,24DIAX22H,TABLE,ROUND,L AMINATE ALMOND CINDER Tag 1: RECEPTION	784.35	1,568.70

3100 W 7th St. Ste 200
 Fort Worth, TX 76107
 817-332-5424

 4001 McEwen Rd. Ste 404
 Dallas, TX 75244
 214-461-8300

PROPOSAL 122457

DATE 07/27/22

CUSTOMER NO. 00000569

 ACCOUNT MANAGER
 CAROLYN HOLT

Proposal For:
Install at:

 CITY OF BURLESON
 SEND VIA EMAIL
 141 W RENFRO
 BURLESON TX 76028

 CITY OF BURLESON
 135 W ELLISON
 BURLESON TX 76028

817-295-1113

JUSTIN SCHAMHORST

8174269646

 CREATED DATE
 07/27/22

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 08/03/22

 TERMS
 NET 10

#	QTY	DESCRIPTION		SELL	EXTENDED
336	1	N74M4AUM	TELLARO,4 SEAT LOUNGE,METAL U-LEG	2,715.75	2,715.75
	2	GRADE 2			
	22151	SEDONA PLATEAU			
	462	CINDER			
		Tag 1: RECEPTION			
337	1	10N84PNKL	UNIVERSAL,FOR 84W TOP,PANEL BASE KIT,LAMINATE	1,438.20	1,438.20
	P1	BASIC			
	X	NO MODIFIED WIDTH (STANDARD)			
	AD	ALMOND			
		Tag 1: SMALL CONF			
338	6	2723T.A142.	Amplify, Highback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	412.46	2,474.76
	B1				
	FC1	Black Frame			
	B17	Standard Black Nylon Base			
	C17	Hard Floor and Carpet Casters			
	S0	Standard Cylinder Height			
	MC5	Onyx (Black) Mesh Color			
	FABRIC	Fabric Grade Selections			
	~	No Selection			
	FG2	Fabric Grade 2			
	SLIDE	Slide Standard Color Selection			
	ONYX	Slide Onyx			
	~	No Selection			
	UC	Partially Assembled			
		Tag 1: SMALL CONF			
339	1	NACG15AELPG	ACCESSORIES,G15A,DOUBLE PIVOT POWER/USB GROMMET,BLACK	768.60	768.60
	B				

CONTINUED...



3100 W 7th St. Ste 200
Fort Worth, TX 76107
817-332-5424

4001 McEwen Rd. Ste 404
Dallas, TX 75244
214-461-8300

PROPOSAL 122457	
DATE	07/27/22
CUSTOMER NO.	00000569
ACCOUNT MANAGER	CAROLYN HOLT

Proposal For:	Install at:
CITY OF BURLESON SEND VIA EMAIL 141 W RENFRO BURLESON TX 76028 817-295-1113	CITY OF BURLESON 135 W ELLISON BURLESON TX 76028 JUSTIN SCHAMHORST 8174269646

CREATED DATE
07/27/22

VALID THROUGH DATE
08/03/22

TERMS
NET 10

#	QTY	DESCRIPTION	SELL	EXTENDED
Tag 1: SMALL CONF				
340	1	WWN4284BTL WAVEWORKS,42DX84W,CONFERENCE TOP,BOAT,HPL VAD SOFTENED PVC,ALMOND CUT-G15C CUTOUT-G15,CENTER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE AD ALMOND	1,330.20	1,330.20
Tag 1: SMALL CONF				
341	36	JIBE-2SDA-C Jibe Dual Articulating Arm - CG Desk Base -B Black	198.63	7,150.68
Tag 1: MONITOR ARMS				
342	1	1-0273 Contractual Logistics Surcharge	6,960.99	6,960.99
343	1	SURCHARGE NATIONAL FUEL SURCHARGE	8,500.79	8,500.79
344	1	SURCHARGE WORKRITE FUEL SURCHARGE	1,159.40	1,159.40
345	1	LABOR RECEIVE DELIVER AND INSTALL DURNING NORMAL BUSINESS HOURS AFTER HOURS DELIVERY NOT INCLUDED BUT AVAILABLE FOR	22,883.08	22,883.08



3100 W 7th St. Ste 200
Fort Worth, TX 76107
817-332-5424

4001 McEwen Rd. Ste 404
Dallas, TX 75244
214-461-8300

PROPOSAL 122457

DATE 07/27/22

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CITY OF BURLESON
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TERMS
NET 10

#	QTY	DESCRIPTION	SELL	EXTENDED
---	-----	-------------	------	----------

ADDITIONAL COST
ASSUMES ALL PRODUCT FITS IN
ELEVATOR
IF STAIR CARRY IS REQUIRED
ADDITIONAL CHARGES WILL
APPLY
ADDITIONAL CHARGES MAY APPLY
IF EXTRA TRIPS ARE REQUIRED

ADDITIONAL LABOR REQUESTED AT
TIME OF DELIVERY IS CHARGEABLE
AND APPROVED BY THE
UNDERSIGNED.

DEPOSIT AMOUNT	146,196.00	SUBTOTAL	292,391.13
----------------	------------	----------	------------

ACCEPTED BY _____

DATE ACCEPTED _____

Terms & Conditions Attached

TOTAL 292,391.13

Royer & Schutts, Inc. TERMS AND CONDITIONS OF SALE**Changes and Cancellation**

Any requests for changes in quantity or specification are subject to Royer & Schutts Commercial Interiors approval. Orders regularly entered cannot be cancelled except upon terms that will compensate against loss.

Delivery and Installation

The following conditions shall apply:

1. Delivery and installation by our personnel shall be made during normal working hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

2. Overtime □ An additional charge shall be made for delivery and/or installation made beyond normal working hours, and such additional charge shall be paid by buyer.

3. Condition of Job Site □ The job site shall be clean, clear and free of debris prior to delivery and/or installation.

4. Job Site Services □ Adequate electric current, heat, hoisting and/or elevator service shall be furnished without charge to Seller.

Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided. In the event of any such inadequacies, or if it becomes necessary for Seller to clean or prepare the site for installation, or move equipment, etc., Buyer will be invoiced for all costs incurred by Seller.

5. Job Site shall be made available to Seller on scheduled date so that no delays take place.

6. Storage Space □ Provided the merchandise does not arrive at the site earlier than the date requested and agreed upon between Buyer and Seller, safe and adequate storage space will be provided by the Buyer. If Buyer is unable to do so, Seller shall provide such storage space; however, Buyer will be responsible for any additional costs incurred by Seller, including but not limited to costs of handling and storage.

7. Damage □ After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, theft, fire, or other elements shall be the responsibility of the Buyer, and the Buyer agrees to hold the Seller harmless for loss for such reasons.

8. Insurance □ Public Liability, Workman's Compensation, Property Damage, Automotive, and Occupational Disease Insurance are carried by Seller, and certificates will be delivered upon request to the Buyer. Fire, tornado, flood and other insurance at the site will be self insured or provided and paid for by the Buyer.

9. Erection and Assembly □ Seller's ability to erect or assemble furniture knocked down or to permanently attach, fix, or bolt into place new furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the Seller's installation personnel, resulting additional costs will be paid by Buyer.

10. Force Majeure □ Seller shall not be liable for delays caused by Accidents, Strikes, Riots, Shortages of Labor or Materials, Car Shortages, events interfering with, or blocking the usual routes of Transportation or other events beyond Seller's Control and Seller shall incur no Liability as a consequence thereof. Estimates of Delivery are quoted accordingly and are always approximate.

Warranty

All furniture is warranted by the Manufacturer and Seller to be free from defects in materials or workmanship, for the period of time stated in the Manufacturer's standard warranty policy. Service required other than for defects in materials or workmanship shall be chargeable to Buyer.

Delays

In the event that construction delays or other causes not within Seller's control force postponement of the installation, the furnishings will be stored until installation can be resumed and will be considered accepted by the Buyer for purposes of payment. In such event, the Buyer shall reserve the right to withhold ten percent (10%) of the invoice amount of such shipments against the completion of the contract. Transfer, storage, and additional placement charges incurred shall be paid by the Buyer. Buyer shall also be responsible for all charges arising from delays of installation once it has started. This shall include, but not be limited to, delays due to owner's orders, owner's work stoppages, or any other cause attributed to owner.

Title and Payment

Acceptance of delivery constitutes acceptance of the merchandise as delivered. Merchandise will be invoiced upon delivery. Title to subject merchandise will pass from the Seller to the Buyer, when the purchase price is paid in full. Notwithstanding, however, the Buyer assumes the burden of risk and loss from the date of delivery to the Buyer of said merchandise. The Buyer agrees to pay each invoice within 30 days of the invoice date. Should installation not be completed within thirty (30) days after delivery, buyer shall reserve the right to withhold ten percent (10%) of the invoice amount, until installation is completed. No payment shall be withheld on any invoice because of partial delivery of the entire order or merchandise on that invoice. Seller reserves the right at its option to charge, and Buyer agrees to pay, a financial charge of one and one half percent (1½%) per month (an annual rate of 18%) on all overdue payments, and reasonable collection costs, including attorney's fees, necessary to collect payment for items invoiced.

Prices Quoted

All prices for in-stock merchandise are firm and not subject to increase, unless delivery is made more than 90 days after the date of this agreement. Non-stock merchandise prices are subject to factory confirmation, and any price increases imposed upon the Seller will be passed on to the Buyer at a percentage increase equal to the factory increase to Seller. Carpets and drapes that are priced from blueprints and/or plans are subject to change when field measured. Unless otherwise specified, price quotes include normal installation. Conditions not apparent to Seller, and/or those not brought to the attention of Seller by Buyer, at time quotation is made, will result in additional installation charges to Buyer.

Specifications and CAD Drawings

Where specifications and CAD drawings have been provided, we have based our quotation upon the quantities shown in the specifications. In case of any conflict between the quantities on the specifications and the quantities on the CAD drawing, the quantities on the specifications shall govern, and Seller assumes no responsibility for any differences. Any subsequent changes to the specifications or CAD drawings provided and/or plans agreed upon between Buyer and Seller may result in additional charges, which the Buyer hereby agrees to pay.

Clerical Errors

Stenographic and clerical errors are subject to correction.

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: Royer Commercial Interiors

Vendor Address: 3100 W. 7th Street, STE 200, Fort Worth, Texas 76107

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

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

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

Additional Provisions

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

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

can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Force Majeure. Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
9. Entire Agreement. This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
10. Savings Clause. If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
11. Conflicts Of Interest. By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
12. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Contractor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor

(1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

14. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.
15. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
16. **Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.**

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

City of Burleson, Texas:

For the Vendor:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-912860

Date Filed:
07/20/2022

Date Acknowledged:

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

Royer & Schutts Inc
Fort Worth, TX United States

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

City of Burleson

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.

BT-02HU
FFE for Ellison Street

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hewatt, Michael	Fort Worth, TX United States	X	
	Rowe, Honor	Fort Worth, TX United States	X	
	Royer, Charlie	Fort Worth, TX United States	X	
	Royer, Bill	Fort Worth, TX United States	X	
	Royer, Kelley	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Michael Hewatt, and my date of birth is [REDACTED].

My address is 3100 W 7th St Ste 200, Fort Worth, TX, 76107, US.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 21st day of July, 2022.
(month) (year)

[Signature]

Signature of authorized agent of contracting business entity
(Declarant)



Proposal

122457

for

CITY OF BURLESON

07/27/22

City Council Regular Meeting

DEPARTMENT: Legal Department
FROM: Justin Scharnhorst, Purchasing Manager
MEETING: August 1, 2022

SUBJECT:

Consider approval of a resolution approving the interior aesthetics and finish out of the City of Burleson's portion of the Ellison Street on the Plaza facility to be provided by BTX Old Town, LLC. (*Staff Presenter: Justin Scharnhorst, Purchasing Manager*)

SUMMARY:

The Burleson City Council authorized a contract with BTX Old Town, LLC on December 8, 2020 to construct 11,800 square feet of office space that the city will purchase. Pursuant to the executed contract, BTX will deliver a turnkey space, which includes HVAC, water, electric, sewer, elevator, flooring, walls, ceiling, hardware, and fixtures, excluding furniture, fixtures, and equipment (FFE), and IT. The design will commensurate with the finish out of the building located at 300 E. Renfro St. The action for today is for the council to consider and approve the interior aesthetics as presented or provide staff direction regarding any specific changes if any.

OPTIONS:

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

RECOMMENDATION:

Approve as presented

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

February 2, 2022

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Justin Scharnhorst
Title: Purchasing Manager
jscharnhorst@burlesontx.com
817-426-9646



Ellison Street on the Plaza

August 1, 2022

Request for Proposals

- Staff released a request for proposals on May 27th and the solicitation closed on July 1st.
- There were 17 furniture distributors that downloaded and reviewed the posted RFP and programming standards.
- Staff received 2 responses on or before the deadline to submit.
 - Internal Evaluations consisted of the following departments:
 - Economic Development
 - Customer Service
 - Development Services
 - Public Works
 - Purchasing
 - City Manager's Office

Request for Proposals

- Evaluation committee used the following criteria to determine best value:
 - Product service description
 - Qualifications and experience
 - Methodology
 - Rates and fees
 - References
- Evaluation committee unanimously selected Royer Commercial Interiors to be the best value to the City.

Proposal Summary

	Royer Commercial Interior	Blue Box, LLC
Furniture	\$269,507.92	\$631,764.86
Installation	\$22,883.08	-
Storage	\$4,500	-
10 % Contingency	\$29,239	-
TOTAL	\$326,130	\$631,764.86

*Proposed budget to be paid from budgeted FFE and office space contingency.

Project Item	Total	Cont	Total	Encumbered	Available
FFE	\$ 300,000.00	\$ 60,000.00	\$ 360,000.00	\$ -	\$ 360,000.00

Royer Commercial Interior

- Royer Commercial Interiors is a family owned and operated company in Fort Worth, Texas and has been in business for 75 years.
- They are a preapproved vendor through Omnia Partners, one of the nations largest cooperative contracts.
- Completed the Furniture Fixtures and Equipment install for the following:
 - Burleson Police Department in 2016 & Fire Station 16;
 - Cook Children's Medical Center Prosper Campus;
 - Oncor Corporate Headquarters;
 - TCU Harrison Administration Building.

Scope of Work



The contract will cover the purchase, storage, delivery, and installation of all furniture



Materials in this contract are not expected to be back ordered or delayed past estimated completion of the facility



Total cost includes 10% contingency

Color Selection

- Color selections were developed by the interior design team at Royer Commercial, reviewed and approved by the City's owner representative, VAI architects and by the city internal evaluation committee.
- Council has the option to make changes to the selected color palette.
 - Alternate color selection could impact total cost.

Sample Setting

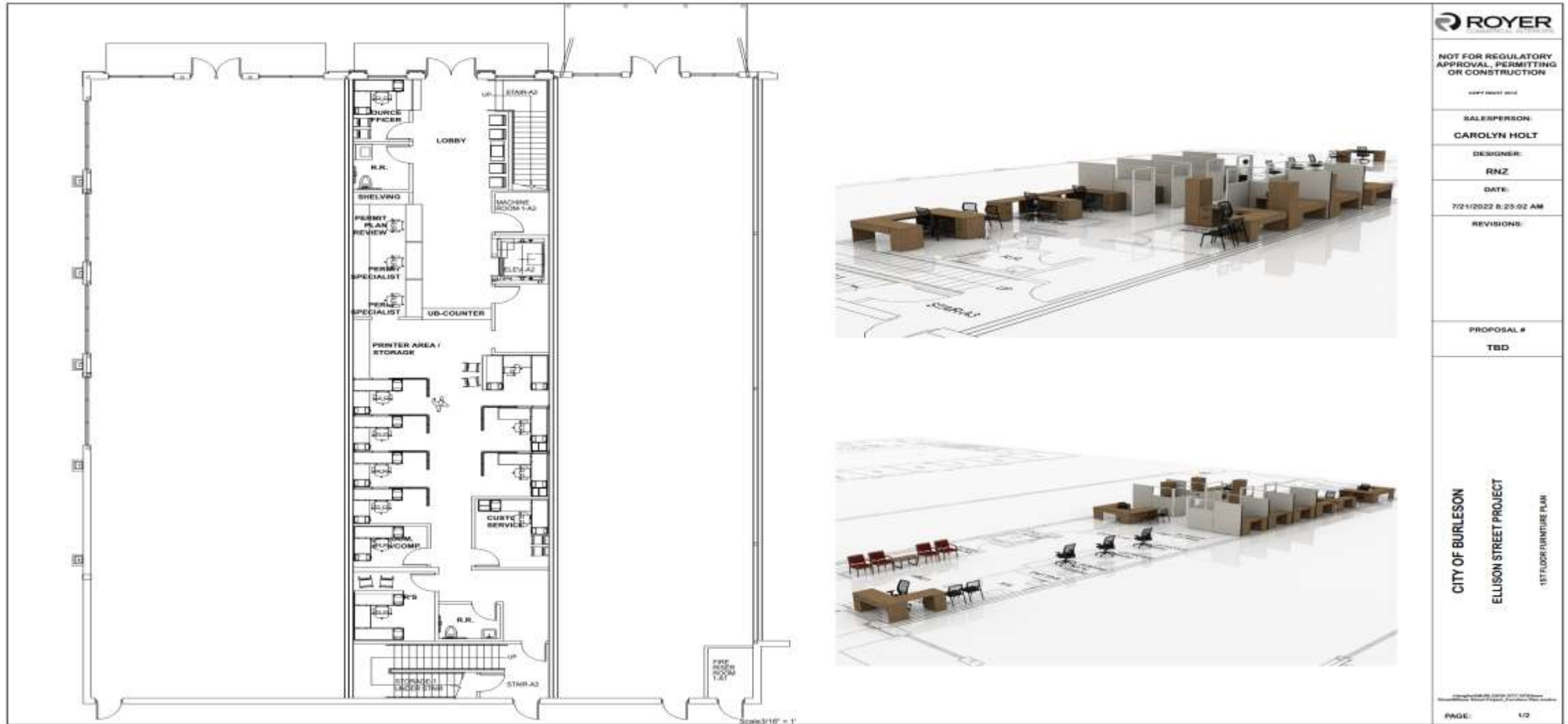
1st Floor example



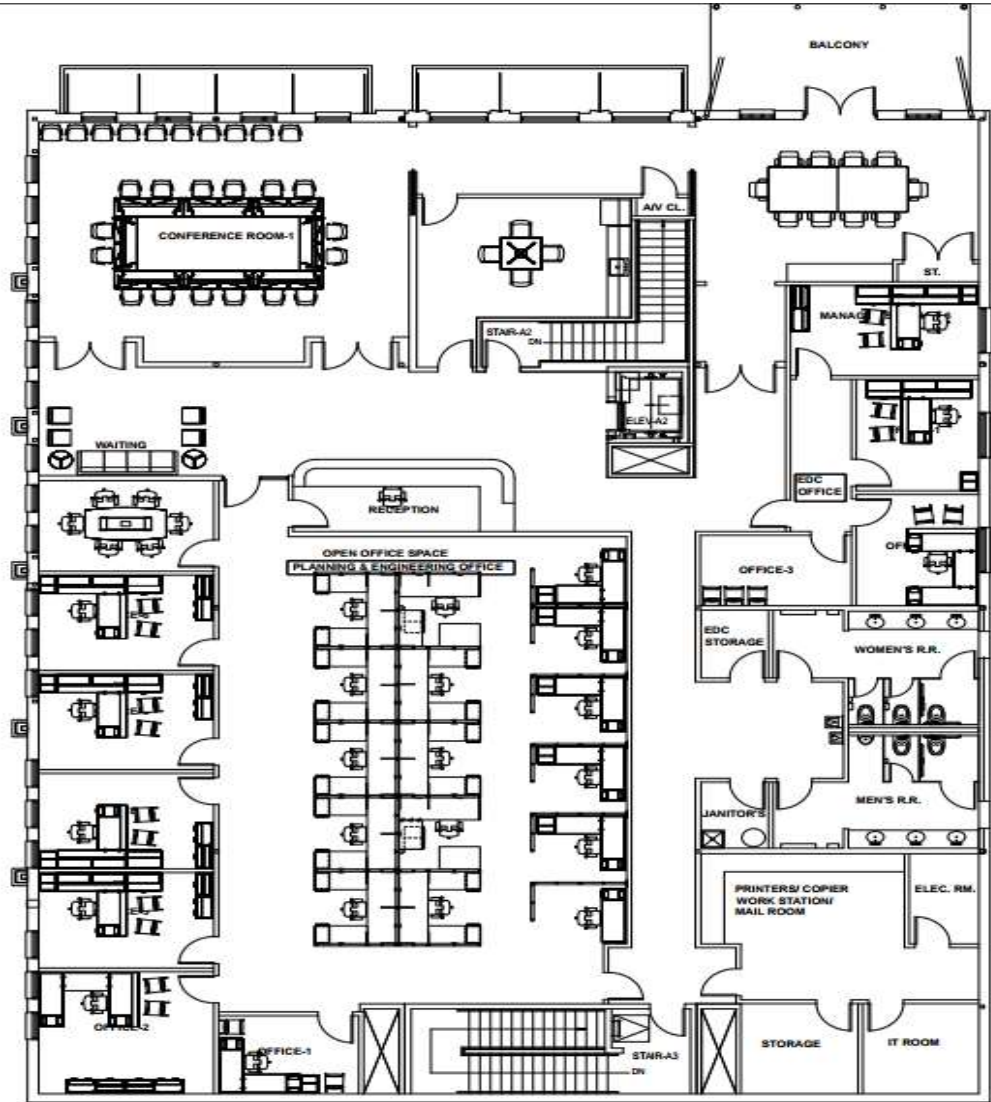
2ND Floor example



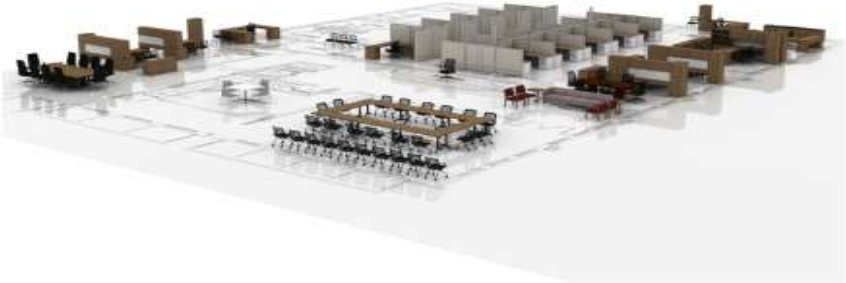
1st Floor




2nd Floor



Scale: 3/16" = 1'

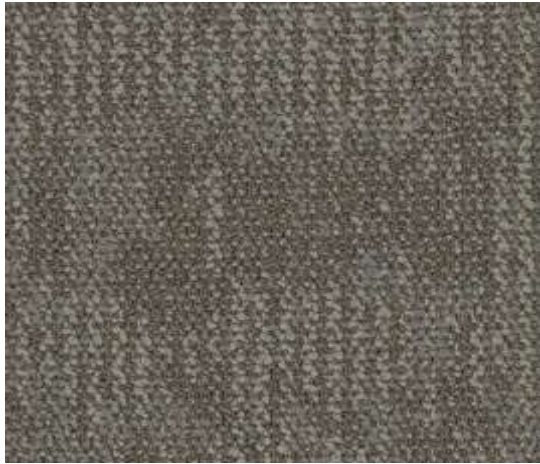


	
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION	
COPY RIGHT 2013	
SALESPERSON: CAROLYN HOLT	
DESIGNER: RNZ	
DATE: 7/21/2022 8:23:02 AM	
REVISIONS:	
PROPOSAL # TBD	
CITY OF BURLESON ELLISON STREET PROJECT 2ND FLOOR FURNITURE PLAN	
PAGE: 2/2	

BTX Old Town, LLC

- BTX Old Town, LLC, is constructing the full 45,000 square feet at 135 and 139 W Ellison.
- BTX is the Design-Builder per the City's construction contract on December 8, 2020, for the 11,800 square feet of City office space.
- BTX is required to advise City on "proposed site use and improvements, selection of materials, and building systems and equipment."
- The scope of work for BTX is to deliver to City "turn-key ready, which includes HVAC, water, electric, sewer, elevator, flooring, walls, ceiling, hardware and fixtures, excluding FF&E and IT."
- The finish-out design in the contract as "commensurate with the finish out of the building located at 300 E. Renfro St."
- The contract provides for changes to the finish-out level through the change order process.

Interior Aesthetics – Floor Selection



Office Carpet



Bathroom / Breakroom Tile



Hallway Vinyl

Staff Recommendation

- Approve a contract with Royer Commercial Interiors purchase, delivery, and installation of furniture for the future city owned space at Ellison on the Plaza.
- Approve a resolution approving the interior aesthetics for the Ellison Street on the Plaza facility provided by BTX Old Town, LLC.

Questions / Discussion

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE INTERIOR AESTHETICS AND FINISH OUT OF THE CITY OF BURLESON'S PORTION OF THE ELLISON STREET ON THE PLAZA FACILITY TO BE PROVIDED BY BTX OLD TOWN, LLC.

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

WHEREAS, the City Council approved a Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson 4A Economic Development Corporation, the Tax Increment Financing Reinvestment number two and BTX Old Town, LLC for a mixed use development located at 135 West Ellison and 114 West Ellison Street on December 8, 2020.

WHEREAS, the City Council desires to approve the interior aesthetics and finish out of the City of Burleson's portion of the Ellison Street on the Plaza Facility as presented by BTX Old Town LLC on August 1, 2022.

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

Section 1.

The City Council hereby approves the interior aesthetics and finish out of the City of Burleson's portion of the Ellison Street on the Plaza Facility as presented by BTX Old Town LLC on August 1, 2022, as further described in Exhibit A. The City Manager is directed to approve the installation of the interior aesthetics and finish out of the Ellison Street on the Plaza Facility substantially similar to the interior aesthetics as described in Exhibit A.

Section 2.

Funding for these expenditures shall not exceed the approved funding under the existing Chapter 380 Economic Development and Performance Agreement.

Section 3.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 1st day of August 2022.

Chris Fletcher, Mayor

City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A



Ellison Street on the Plaza

August 1, 2022

1

Request for Proposals

- Evaluation committee used the following criteria to determine best value:
 - Product service description
 - Qualifications and experience
 - Methodology
 - Rates and fees
 - References
- Evaluation committee unanimously selected Royer Commercial Interiors to be the best value to the City.

1

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1

Proposal Summary

	Royer Commercial Interior	Blue Box, LLC
Furniture	\$269,507.92	\$631,764.86
Installation	\$22,883.08	-
Storage	\$4,500	-
10 % Contingency	\$29,239	-
TOTAL	\$326,130	\$631,764.86

*Proposed budget to be paid from budgeted FFE and office space contingency.

Project Item	Total	Cont	Total	Encumbered	Available
FFE	\$ 300,000.00	\$ 60,000.00	\$ 360,000.00	\$ -	\$ 360,000.00

1

Royer Commercial Interior

- Royer Commercial Interiors is a family owned and operated company in Fort Worth, Texas and has been in business for 75 years.
- They are a preapproved vendor through Omnia Partners, one of the nations largest cooperative contracts.
- Completed the Furniture Fixtures and Equipment install for the following:
 - Burleson Police Department in 2016 & Fire Station 16;
 - Cook Children’s Medical Center Prosper Campus;
 - Oncor Corporate Headquarters;
 - TCU Harrison Administration Building.

1

Scope of Work



The contract will cover the purchase, storage, delivery, and installation of all furniture



Materials in this contract are not expected to be back ordered or delayed past estimated completion of the facility



Total cost includes 10% contingency

1

Color Selection

- Color selections were developed by the interior design team at Royer Commercial, reviewed and approved by the City's owner representative, VAI architects and by the city internal evaluation committee.
- Council has the option to make changes to the selected color palette.
 - Alternate color selection could impact total cost.

1

Sample Setting

1st Floor example

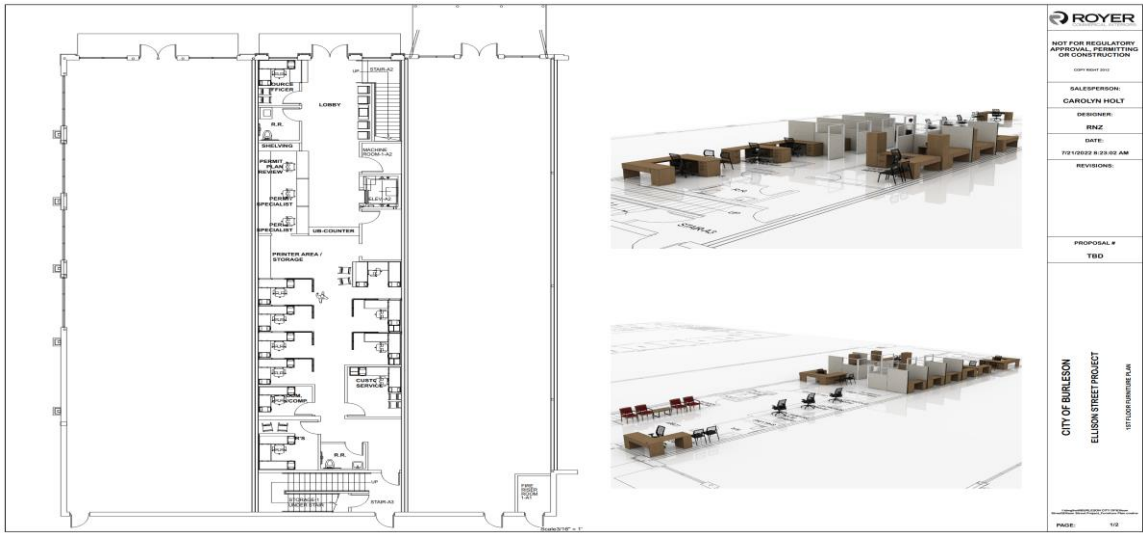


2ND Floor example



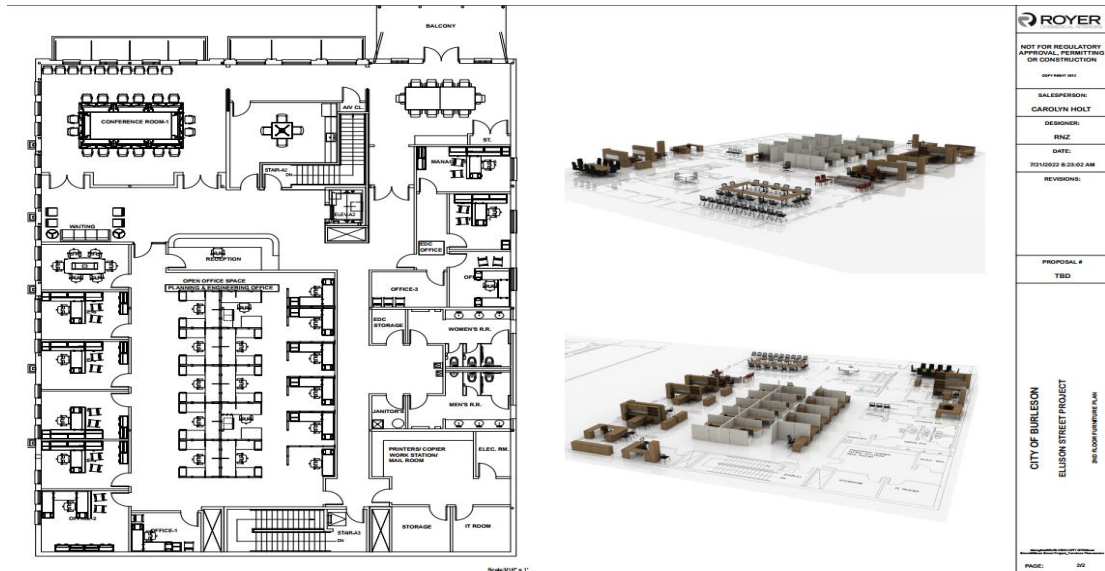
1

1st Floor



1

2nd Floor



1

BTX Old Town, LLC

- BTX Old Town, LLC, is constructing the full 45,000 square feet at 135 and 139 W Ellison.
- BTX is the Design-Builder per the City's construction contract on December 8, 2020, for the 11,800 square feet of City office space.
- BTX is required to advise City on "proposed site use and improvements, selection of materials, and building systems and equipment."
- The scope of work for BTX is to deliver to City "turn-key ready, which includes HVAC, water, electric, sewer, elevator, flooring, walls, ceiling, hardware and fixtures, excluding FF&E and IT."
- The finish-out design in the contract as "commensurate with the finish out of the building located at 300 E. Renfro St."
- The contract provides for changes to the finish-out level through the change order process.

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Interior Aesthetics – Floor Selection



Office Carpet



Bathroom / Breakroom Tile



Hallway Vinyl

1

Staff Recommendation

- Approve a contract with Royer Commercial Interiors purchase, delivery, and installation of furniture for the future city owned space at Ellison on the Plaza.
- Approve a resolution approving the interior aesthetics for the Ellison Street on the Plaza facility provided by BTX Old Town, LLC.

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Questions / Discussion

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City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: August 1, 2022

SUBJECT:

Receive a report, hold a discussion and give staff direction regarding the Burleson Works program. (*Staff Presenter: Matt Ribitzki, Deputy City Attorney*)

SUMMARY:

The mission of the Burleson Works program is to provide an avenue for companies and citizens in our region to connect with one another to fill the skills gap in our labor market through partnerships with local and regional schools to obtain skills and certifications to gain employment in our community. In the last four year, the mission has been achieved by awarding scholarships to obtain needed skills to industry selected recipients with a path to employment at a Burleson based business. To date, Burleson Works has awarded 10 scholarships with four employees still working with the same Burleson business. The last two years have been impacted by the COVID-19 pandemic.

Presently, the program operates on an annual timeline, surveying industry partners in October and awarding scholarships each May. How the program operates was devised by a group of local industry partners, representatives from Burleson Independent School District and representatives from higher education providers.

With a changing landscape in employment needs, the program requires modification to continue to meet the needs of local industry partners. The proposed changes would allow the program to become more flexible and also help support existing employees as well as new employees.

New Employees

- We will continue to work with our partners to promote the program and current offerings at the companies.
- Companies that find a candidate through their hiring process that is in the need of training can utilize the Burleson Works Program for assistance.
- The assistance is paid to the school of the companies choosing. Scholarships are capped at **\$3,500**

- This will give companies the “On Demand” assistance in getting training sooner rather than waiting on the previous process.

Existing Employees

- Companies that would like to upskill an employee can request to be reimbursed up to **\$1500** prior to the training beginning.
- The assistance is paid to company after receiving the certificate of completed training and confirmation from the company that the additional training has resulted in the employee gaining additional wages or benefits.
- This assistance would be based on a first come, first serve basis. The EDC would utilize half of the Burleson Works budget to assist with this program each year. (\$30,000)

Following the direction provided to staff, a resolution to formalize the changes, if any, will follow.

OPTIONS:

- 1) Proceed as presented
- 2) Proceed with changes
- 3) Make no changes to Burleson Works

RECOMMENDATION:

Approve as presented

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

The Manufacturing & Industrial Alliance and The Burleson Opportunity Fund Board have voted to support the changes as presented

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Burleson Works



“Providing Career Growth through Technical Education”



Mission

To provide an avenue for companies and citizens in our region to connect with one another to *fill the skills gap* in our labor market through *partnerships with local and regional schools* to obtain skills and certifications to gain employment in our community.

Goal

To provide an opportunity for students and citizens in the region to gain technical skills that would be beneficial to our community partners.

Current Program



Basics of the Program

- Survey of industry partners each year to determine what jobs are in need.
- Scholarships offered will be for the specific needs of the partners.
- The partners will have the opportunity to interview the applicants prior to awarding scholarships.
- Applicants that are awarded the scholarships will know exactly where they will be employed at after completion of the courses.

Scholarship Timeline

- Open January through February
- Orientation Class in March
- Interviews with the company through April
- Scholarships awarded in May

This process is time consuming when the companies are in need of labor now.

Program at a Glance



- Launched Burleson Works in 2017-2018.
- EDC contributed \$60,000 to BOF in 2018-2019. There was no contribution the last two years due to having a healthy balance.
- Burleson Works has awarded 10 scholarships in 4 years with 4 employees still working for the local company. The last two years have been impacted by the pandemic.
- The pandemic was a reset for the program as we could not get into the schools to showcase the program.
- Current balance is \$104,172 and have expended \$14,328 over the last 4 years.



Changes Proposed



New Employees

- We will continue to work with our partners to promote the program and current offerings at the companies.
- Companies that find a candidate through their hiring process that is in the need of training can utilize the Burleson Works Program for assistance.
- The assistance is paid to the school of the companies choosing. Scholarships are capped at **\$3,500**
- This will give companies the “On Demand” assistance in getting training sooner rather than waiting on the previous process.

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- This assistance would be based on a first come, first serve basis. The EDC would utilize half of the Burleson Works budget to assist with this program each year. (\$30,000)

These changes will make the program easier to utilize and give companies the ability to gain new employees quicker as well as give them the ability to strengthen the current workforce.

Industry Feedback



Manufacturing & Industrial Alliance

- We met and presented these changes to our Alliance partners in June.
- The partners are a collection of school districts, trade schools and industrial and manufacturing businesses in Burleson.
- They all were in support of the changes to the program as this will allow them to utilize the program more efficiently in getting employees hired and trained.

Burleson Opportunity Fund Board

- The BOF Board was presented these changes and voted unanimously in favor to make the changes to the Burleson Works Program
- The BOF will be returning the \$104,172 balance to the EDC in October.
- The funds would be managed and disbursed by the EDC. The EDC will work with the BOF on marketing campaigns to highlight both programs.

Council Direction



- Approve of the changes to the Burleson Works Program
- Modify the Burleson Works Program
- Keep the Burleson Works Program the same



"Providing Career Growth through Technical Education"