

**COMMUNITY FACILITIES CONTRACT**  
**CITY OF BURLESON**

STATE OF TEXAS           §

PROJECT NAME:  
**Bransom Street Parking**

COUNTIES OF TARRANT §  
AND JOHNSON           §

CONTRACT NO.: **2023-11**

This Contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF BURLESON, TEXAS, (hereinafter referred to as the “City”), and **225 W. Ellison, LLC**, a Texas (State) corporation (hereinafter referred to as the “Developer”).

WHEREAS, the Developer is the owner of land which has been platted as **Burleson Addition, Lot 1R, Blk 30** to the City of Burleson, Johnson County, or Tarrant County (whichever is applicable) Texas (hereinafter referred to as the “Subdivision”); and

WHEREAS, the Developer is required to install certain public improvements as required in this Contract (hereinafter referred to as the “Community Facilities”) to serve the lots in the Subdivision; and

WHEREAS, the Developer elects to make the Community Facilities at the Developer’s cost; and

WHEREAS, the Developer recognizes that the City has an interest in ensuring that the Community Facilities are properly constructed in accordance with City specifications and are paid for by the Developer, because they will become public property upon completion and acceptance by the City; and

WHEREAS, this Contract shall operate as a covenant running with the land and shall be binding upon the Developer and its successors, heirs, representatives, grantees, trustees, officers, agents, servants, employees and assigns;

NOW, THEREFORE, the City and the Developer, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. Covenants of the Developer.
  - a. The Developer shall install the Community Facilities for the Subdivision at no cost to the City. The Community Facilities shall include the items

shown on the construction plans and specifications as released for construction by the City.

- b. The Developer shall employ the Developer's own engineer to prepare the plans and specifications for the Community Facilities, and all engineering work shall comply with the requirements of the City's Subdivision Ordinance and Design Standards Manual. The Developer's engineer shall be a civil engineer licensed to practice in Texas. All plans and specifications prepared by the Developer's engineer must be released for construction in writing by the City Engineer of the City before the construction contract for the Community Facilities is entered.
- c. The Developer shall construct and install the Community Facilities in accordance with the plans and specifications prepared by the Developer's engineer and released for construction by the City Engineer, and the procedures, specifications and standards contained in the Subdivision Ordinance and Design Standards Manual of the City. In general, the construction shall follow provisions of the "Standard Specifications for Public Works Construction, North Central Texas," as amended, published by the North Central Texas Council of Governments, except however, when specific circumstances dictate additional requirements, it shall be the responsibility of the Developer's engineer to provide the necessary details for construction acceptable to the City Engineer. The "Standard Specifications for Public Works Construction, North Central Texas," as amended, are incorporated in this Contract by reference and made a part hereof, and the Developer may obtain a copy from the North Central Texas Council of Governments. The Developer shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.
- d. The Developer shall meet the City's requirements for all work to be performed by persons that are licensed and bonded, and shall provide a financial statement, demonstrate experience, and utilize equipment acceptable to the City.
- e. Before commencing construction, the Developer shall deliver to the City Engineer a signed copy of the contract for construction of the Community Facilities. It is agreed that the City has an interest in the proper performance of the construction contract and may bring suit for failure to comply with the plans and specifications. The Developer shall provide the City with access to the project for the purpose of inspection of the installation of the Community Facilities.
- f. Prior to initiating any construction of the Community Facilities, the Developer shall provide the City with one original and one copy of the following construction bonds, which shall name the City as beneficiary:

- 1) *Performance Bond.* If the contract for construction of the Community Facilities is for an amount in excess of Twenty-Five Thousand Dollars (\$25,000), a good and sufficient Performance Bond in an amount equal to 100 percent of the total contract price, guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the City against any improper execution of the work or the use of inferior materials. The Performance Bond be made in favor of the City and shall guarantee completion of the Community Facilities within two years of execution of this Contract.
- 2) *Payment Bond.* If the construction contract for construction of the Community Facilities is for an amount in excess of Twenty-Five Thousand Dollars (\$25,000), a good and sufficient Payment Bond in an amount equal to one hundred percent of the total contract price of the construction contract, guaranteeing payment for all labor, materials and equipment used in construction of the Community Facilities. The Payment Bond shall be made in favor of the City and all persons, firms or corporations who may furnish materials for or perform labor upon the Community Facilities hereunder.
- 3) *Maintenance Bond.* A good and sufficient Maintenance Bond in an amount equal to 100 percent of the total cost of the Community Facilities (including all change orders) guaranteeing the maintenance in good condition of the Community Facilities for a period of two years from and after the date that a Letter of Acceptance is issued by the City indicating that the Community Facilities have been completed by the Developer and accepted by the City. The Maintenance Bond shall be made in favor of the City.

In the alternative, the Developer may furnish a cash deposit, or certificate of deposit as security. Such forms of security shall be held by the City for a period of two years or until any deficiencies identified at the expiration of the two-year maintenance period are corrected, whichever occurs last.

Each bond shall be in a form acceptable to the City and shall be written by a surety company duly authorized to do business in the State of Texas, provided that the Mayor shall have the right to reject any surety company for any work under this Contract.

Bonds from the Developer's prime contractor(s) or other entity acceptable to the City, may be accepted in lieu of Developer's obligations specified above, at the discretion of the City Manager or the City Manager's designee.

- g. The Developer covenant and agree to, and by these presents do hereby, fully indemnify, hold harmless, and defend the City, its officers, agents and employees, from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by the Developer, its contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, on account of any act, intentional or otherwise, neglect or misconduct of said Developer, its contractors, subcontractors, officers, agents, or employees, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Burleson, its officers, agents, servants or employees.
- h. Release of the plans and specifications for construction by the City Engineer or other City employee(s) of any plans, designs or specifications submitted by the Developer pursuant to this Contract shall not constitute or be deemed to be an assumption of the responsibility and liability of the Developer for the competency of the Developer's design and specifications for the Community Facilities, it being the intent of the parties that release of the plans and specifications by the City Engineer or other City employee(s) signifies the City's acceptance of only the general design concept of the Community Facilities to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officers, agents, servants and employees from any loss, damage, liability claim, obligation, penalty, charge, cost or expense including property damage, personal injury or death, to any and all persons, which may arise out of any defect, deficiency or negligence of the Engineer's design and specifications incorporated into any of the Community Facilities constructed in accordance therewith, whether or not such loss, damage, liability, claim, obligation, penalty, charge, cost or expense is caused in whole or in part by the alleged negligence of the City, its officers, agents, servants or employees, and the Developer shall defend at its own expense any suits or other proceedings brought against the City, its officers agents, servants or employees or any of them, on account thereof, and shall pay all expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) and satisfy all judgments which may be incurred by or rendered against them in connection therewith.
- i. The Developer shall, at his own expense, purchase, maintain and keep in force during the term of this Contract the insurance set forth below. The

Developer shall not commence work on the Community Facilities until the Developer has obtained all the insurance required under this Contract and such insurance has been approved by the City, nor shall the Developer 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
Employers Liability	\$100,000 Each Occurrence
	\$500,000Disease-Each Employee

Liability Insurance

Commercial General Liability (No standard coverages are to be excluded by endorsement)	\$500,000 Combined Single Limit
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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) \$1,000,000 Each Occurrence

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 for thirty (30) days written notice to the City of cancellation or material change in coverage.
- 3) Be written through companies duly authorized to write the particular class of insurance in the State of Texas.
- 4) Waive subrogation rights for loss or damage so that insureds have no right to recovery or subrogation against the City of Burleson, it being the intention of this Contract that the required insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies.
- 5) Provide a certificate of insurance evidencing the required coverages to:

City of Burleson  
Public Works Department/Engineering/Development  
141 W. Renfro Street  
Burleson, Texas 76028.

Insurance policies from the Developer's prime contractor(s) or other entity acceptable to the City, may be accepted in lieu of Developer's obligations specified above, at the discretion of the City Manager or the City Manager's designee. Any such policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements described in this contract.

- j. During construction of the Subdivision and after the streets have been installed, the Developer agrees to keep the streets free from collection of soil. The Developer agrees to use soil control measures such as hay bales, silt screening, hydromulch, or other applicable measures to prevent soil erosion. It will be the Developer's responsibility to present to the City Engineer a storm water pollution prevention plan that will be implemented for the Subdivision. When, in the opinion of the City Engineer, there is sufficient soil collected on the streets or other drainage areas and notification has been given to the Developer, the Developer will have 24 hours to clear the soil from the streets or affected areas. If the Developer does not remove the soil from the streets or other areas within 24 hours, the City may cause the soil to be removed either by contract or City forces and place the soil within the subdivision at the developer's expense. All expenses must be paid to the City prior to the issuance of a Letter of Acceptance for the Community Facilities.
- k. The Community Facilities shall be completed within two (2) years from the effective date of this contract.
- l. Upon completion of the Community Facilities and issuance of a Letter of Acceptance by the City, the Community Facilities shall become the property of the City free and clear of all liens, claims, charges or encumbrances of any kind.
- m. The parties understand and agree that the City has no obligation to participate or contribute to the cost of designing or constructing the Community Facilities, nor shall the City be liable for any portion of the costs incurred by the Developer, or the Developer's officers, agents, employees, contractors or subcontractors for the design and construction of the Community Facilities, unless a separate agreement is executed by the City and the Developer concerning such participation by the City.
- n. **Upon completion and initial acceptance (substantial completion) of the proposed eighteen (18) public parking stalls along Bransom St.**

per the attached site plan, the City shall reimburse the Developer in an amount not to exceed Fifty-six thousand, two-hundred seventeen dollars and seventy-five cents (\$56,217.75) for cash participation in the construction of said parking stalls. The Developer shall submit invoices to the city for review and upon approval, payment shall be made. The Developer shall not be due any additional compensation from the City for any incidental, hidden, or unforeseen costs or expenses incurred by the Developer that are coincidental with the construction of the eighteen (18) parking stalls, sidewalk, curbs, ADA ramps, etc. including administrative and interest costs, construction quantity overruns, and contract modifications, whether or not such losses, damages, liabilities, claims, obligations, penalties, charges, costs or expenses are caused in part by the city, its officers, agents, servants, or employees.

2. Covenants of the City

Upon proper completion of the Community Facilities, the City agrees to accept the Community Facilities by a written Letter of Acceptance. It is understood and agreed that the City shall have no liability or responsibility for the Community Facilities until a Letter of Acceptance is issued.

3. Miscellaneous

a. Compliance with Laws.

The Developer hereby agrees to comply with all federal, state and local laws and ordinances that are applicable to development of the Subdivision.

b. Venue and Governing Law

Venue of any action brought hereunder shall be in Johnson County, Texas. The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Texas.

c. Assignment

Neither this Contract nor any part hereof or any interest herein shall be assigned by the Developer without the express written consent of the City Manager of the City, which consent shall not be unreasonably withheld.

d. Waiver

The Developer expressly acknowledge that by entering into this Contract, the Developer, its successors, heirs, assigns, vendors, grantees, trustees, and/or representatives shall never construe this Contract as waiving any of the requirements of the Zoning Ordinance, Subdivision Ordinance, Design Standards Manual, the Standard Specifications or any other ordinance of the City.

e. Amendments

This Contract may be amended only by a written instrument signed by the Developer and the City.

f. Liens and Assessments

If the Developer fails to comply with any of the provisions of this Contract, the City shall be authorized to cease issuance of any certificates of occupancy or building permits on property in the Subdivision owned by the Developer. Should the Developer fail to complete construction of the Community Facilities, in addition to any other remedy authorized by this Contract or by law, the City shall be authorized to complete such construction and file a mechanic's lien against the Developer's property in the Subdivision, or in the alternative, to levy an assessment against the Developer's property for public improvements in accordance with state law.

g. Continuity

This Contract shall be a covenant running with the land and shall be binding upon the Developer, its successors in title, heirs, assigns, grantees, trustees, and/or representatives.

h. Severability

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

IN WITNESS WHEREOF, each of the parties has executed this Contract by its undersigned duly authorized representative as of the date first written above.

**DEVELOPER:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(print)

TITLE: \_\_\_\_\_

ADDRESS:



**THE CITY OF BURLESON:**

BY: \_\_\_\_\_  
CITY MANAGER

141 West Renfro Street  
Burleson, Texas 76028

STATE OF TEXAS       §  
                                  §  
COUNTY OF JOHNSON §

**CITY**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, City Manager of the City of Burleson, Texas, a municipality, on behalf of said municipality.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
                                  §  
COUNTY OF JOHNSON §

**DEVELOPER**

Before me \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to me [or proved to me on the oath of \_\_\_\_\_, or through \_\_\_\_\_ ( description of identity card or other document)] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of \_\_\_\_\_ County, Texas, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto \_\_\_\_\_ and the CITY OF BURLESON, TEXAS, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY", 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, and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, CONTRACTOR entered into a certain contract with \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. in the proper performance of which the CITY OF BURLESON has an interest, a copy of which is attached hereto and made a part hereof, for the construction of:

\_\_\_\_\_; NOW THEREFORE,

If CONTRACTOR 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 do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of same caused by said CONTRACTOR in laying or building same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR, or on account of improper excavation or backfilling, 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 said CONTRACTOR, then this obligation shall be void, otherwise to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY herein shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

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

And, that said 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 herein as the resident agent in either Johnson or Tarrant 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

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

WITNESS

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

**NOTE: Date of Bond must NOT be prior to date of contract.**

THE STATE OF TEXAS    S

Performance Bond

COUNTY OF \_\_\_\_\_    S

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of \_\_\_\_\_ County, Texas, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto \_\_\_\_\_ and the CITY OF BURLESON, TEXAS, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY", 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, and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, CONTRACTOR entered into a certain contract with \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In the proper performance of which the CITY OF BURLESON has an interest, a copy of which is attached hereto and made a part hereof, for the construction of:

\_\_\_\_\_; NOW THEREFORE,

If CONTRACTOR shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said 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 said 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 said CONTRACTOR shall fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY hereon shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

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

This Bond is executed pursuant to the provisions of Chapter 2253 of the Government Code, as the same may be amended from time to time, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alternation or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any 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 herein as the resident agent in either Johnson or Tarrant 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

CONTRACTOR

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

WITNESS

SURETY

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

THE STATE OF TEXAS S

Payment Bond

COUNTY OF \_\_\_\_\_ S

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of \_\_\_\_\_ County, Texas, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto \_\_\_\_\_ and the CITY OF BURLESON, TEXAS, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY", 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, and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, CONTRACTOR entered into a certain contract with \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. in the proper performance of which the CITY OF BURLESON has an interest, a copy of which is attached hereto and made a part hereof, for the construction of:

\_\_\_\_\_; NOW THEREFORE,

If CONTRACTOR shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain n full force and effect.

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

This Bond is executed pursuant to the provisions of Chapter 2253 of the Government Code, as the same may be amended from time to time, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alternation or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any 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 herein as the resident agent in either Johnson or Tarrant 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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

WITNESS

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

SURETY

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_



Date: \_\_\_\_\_

**SWPPP POST-CONSTRUCTION  
MAINTENANCE PLAN**

Upon completion and final acceptance of a project, the Operator responsible for inlet protection will be required to maintain all necessary devices installed until such time as devices are no longer needed.

City personnel will notify the Operator when the inlet protection is no longer required. It will be the Operator's responsibility to remove and discard any unnecessary devices in a satisfactory method.

PROJECT:

OPERATOR: \_\_\_\_\_

(Name printed)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Signer's name printed)



Michelle McCullough, P.E., CFM  
 Development Services Manager / Civil Engineer  
 City of Burleson  
 141 W Renfro Street  
 Burleson, TX 76028

**Re: Parking Proposal for Bransom Street near the Bufford Intersection, Burleson, Texas 76028**

Dear Mrs. McCullough,

The purpose of this letter is to propose a parking agreement for the Bransom Street parking area closest to Bufford. In the past, we have made similar proposals to the City where Shipman Companies will design, build and bond parking in the City’s right of way in Old Town that is approved by and meets all City requirements. Shipman and the City enter into a CFC agreement and upon completion, the City reimburses Shipman for 50% of the costs associated with parking. This request is for 13 parking spaces and sidewalks (shown on the attached Exhibit) with our estimated costs listed below:

	<b>Amount</b>	<b>Unit \$</b>	
5” Parking for Office	2,532 sq ft	\$9.50	\$24,054.00
6” Curb	200 linear ft	\$28.00	\$5,600.00
Sidewalk	920 sq ft	\$8.00	\$7,360.00
New Sod and Installation			\$750.00
ADA Ramp and Entry Plates			\$1,000.00
Saw Cut and Remove Concrete for Parking Island			\$2,500.00
Excavating and Prepping Site			\$3,750.00
Layout and Stripe			\$595.00
Surveying			\$1,000.00
Wheel Stops	13	\$82.50	\$1,072.50
Bonding			\$3,000.00
		<b>Total:</b>	<b>\$50,681.50</b>

All work will be inspected and approved by the City. Please review and let us know if this meets your approval and staff would recommend this to Council. Thank you in advance for attention to this matter and please feel free to contact me with any questions or concerns.

Regards,

David Shipman



Michelle McCullough, P.E., CFM  
 Development Services Manager / Civil Engineer  
 City of Burleson  
 141 W Renfro Street  
 Burleson, TX 76028

**Re: Parking Proposal for Bransom Street near the Ellison Intersection, Burleson, Texas 76028**

Dear Mrs. McCullough,

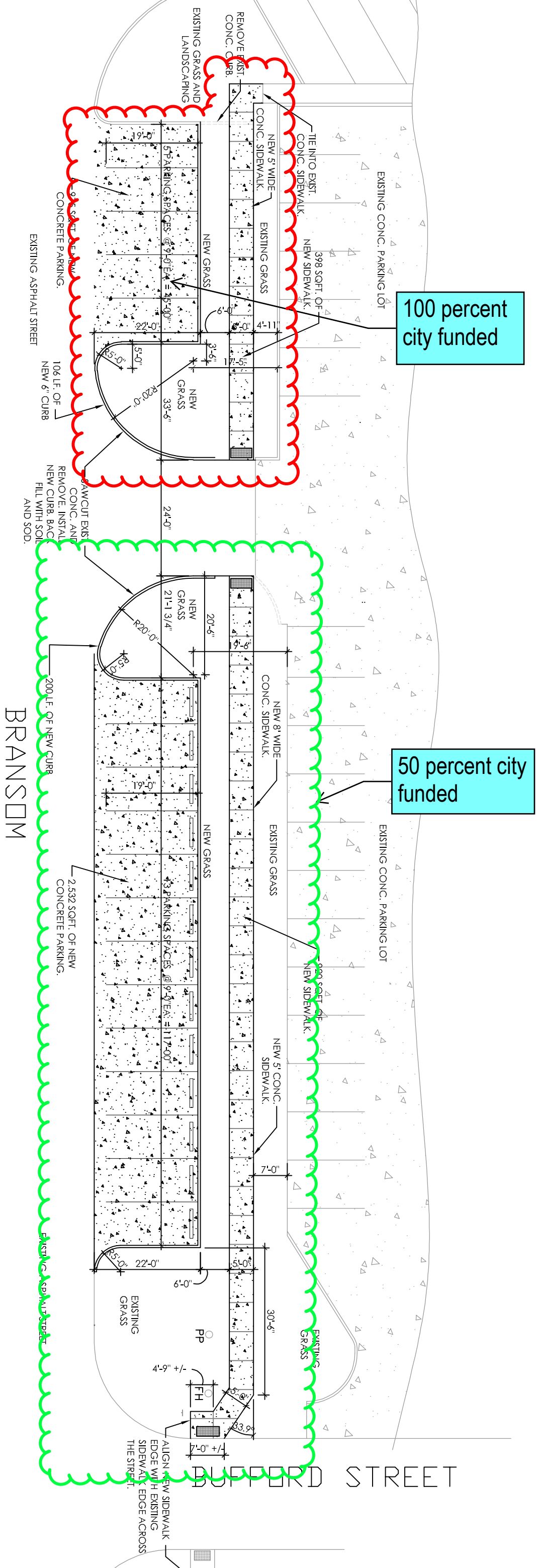
The purpose of this letter is to propose a parking agreement for Bransom Street parking area closest to Ellison. In the past, we have made similar proposals to the City where Shipman Companies will design, build and bond parking in the City's right of way in Old Town that is approved by and meets all City requirements. Shipman and the City enter into a CFC agreement and upon completion, the City reimburses Shipman for 100% of the costs associated with parking. This request is for 6 parking spaces and sidewalk (shown on the attached Exhibit) with our estimated costs listed below:

	<b>Amount</b>	<b>Unit \$</b>	
5" Parking for	975 sq ft	\$9.50	\$9,262.50
6" Curb	106 linear ft	\$28.00	\$2,968.00
Sidewalk	398 sq ft	\$8.00	\$3,184.00
ADA Ramp and Entry Plate			\$500.00
New Sod and Installation			\$1,750.00
Excavating, Haul Off and Prepping Site			\$5,800.00
Saw Cut and Remove Concrete for Parking Island			\$2,500.00
Layout and Stripe			\$500.00
Surveying			\$1,000.00
Wheel Stops	5	\$82.50	\$412.50
Bonding			\$3,000.00
<b>Total:</b>			<b>\$30,877.00</b>

All work will be inspected and approved by the City. Please review and let us know if this meets your approval and staff would recommend this to Council. Thank you in advance for attention to this matter and please feel free to contact me with any questions or concerns.

Regards,

David Shipman



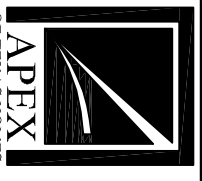
100 percent city funded

50 percent city funded

## PROPOSED NEW CONC. PARKING LOT

SCALE: 1" = 20'-0"

Apex of Texas assumes no liability for any structure built from these plans. Before construction, the purchaser, builder, or contractor must verify all dimensions, verify compliance with all building codes, and incorporate site conditions. Only a qualified designer, architect, or structural engineer should be permitted to alter these plans, with written release of Apex of Texas Homes.



201 W. BUFORD  
Burleson, TX 76028  
817.447.3200

SHIPMAN COMPANIES  
BRANSONM STREET  
BURLESON, TEXAS 76028

DRAWN BY:

M.J.

DATE:

3-7-2023

AS-1