



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between POLARITY NETWORKS, LLC ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TIPS Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 23010401, as amended, (the "**Agreement**") with an expiration date of 04/30/2028.

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

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

Authorized Customer is eligible and desires to purchase

NETWORK INFRASTRUCTURE UPGRADES AT BURLESON FIRE STATION 1 (828 SW ALSBURY BLVD, BURLESON, TX 76028) AS OUTLINED IN ATTACHMENT A.

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

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

Purchase Price - Payments under this Customer Agreement are in the amount of SEVENTY-THREE THOUSAND, TWO HUNDRED THIRTY-NINE AND 59/100 DOLLARS (\$73,239.59) ("**Purchase Price**").

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

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

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

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

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

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

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

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

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 17TH day of FEBRUARY 2025 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

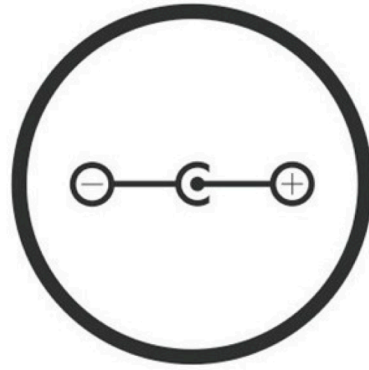
VENDOR: POLARITY NETWORKS, LLC

By: Reese Averett
C1BFD28623BF409...

Name: Reese Averett

Title: EVP- Co/Founder
1/29/2025

Date: _____



• POLARITY •
NETWORKS

Burleson Fire Station One Network Infrastructure Upgrades

PROPOSAL # 89551

AUGUST 27, 2024

TIPS Contract #23010401

PREPARED FOR

City of Burleson

James Grommersch
Chief Technology Officer

952-261-3221
jgrommersch@burlesontx.com

PREPARED BY

Polarity Networks

Reese Averett
*Executive Vice President /
Co-Founder*

844-410-1800
Reese@polaritynetworks.net

Overview

Scope of Work

Site Location: 828 SW Alsbury Blvd, Burleson, TX 76028

Fire Station #1 will undergo a full remodel and will expand to transform one of their bays into new offices. Polarity Networks to provide and install (170) new Cat 6 cables for network connectivity.

Polarity will also complete an MDF reconfiguration buildout with two 2 post racks and an IDF buildout with a 12RU lockable enclosed network cabinet. A fiber link between the IDF and MDF will consist of a 12F MMF OM3 Fiber Optical Cable.

The construction calls for a two phase approach, where everyone in the west wing of the building will move out to the admin side of the building. They will work from there while the construction and remodeling of the bay areas take place. After that is completed, everyone will then move to the new west wing and the remodeling of the admin offices will be done.

This proposal is turnkey and covers all labor and materials to complete the project based on the following:

The structured cabling will cover what is listed on the attached proposal drawings. These cables are approximately 225' each in length from their locations to the IDF. Drop boxes will be provided by the customer.

Testing, Certifications, & Commissioning: Polarity Networks will test and certify each cable upon completion of the project. We will provide a copy of all test certifications to the City of Burleson. Polarity will also work with the IT staff to be sure all cables are patched in the switch gear that is provided by the city.



This project will require (4) techs from start to finish to complete all structured cabling rough in, prep work, terminations, testing, labeling and commissioning. This proposal covers all labor needed based on the scope of work in this proposal.

The data breakdown is as follows:

(24) Cables to be installed for (12) Wireless Access Points, each one gets (2) cables

(26) Cables to be installed for (13) Security Cameras, each one gets (2) cables

(42) Cables to be installed for (21) PC or Docking stations, each one gets (2) cables

(24) Cables to be installed for (6) TVs, each one gets (4) cables

(54) Cables to be installed for (9) Dorm accommodations, each one gets (4) cables

170 TOTAL DATA CABLES



Project Cost

SERVICES			
Cat 6 Installation	\$220.50	170	\$37,485
\$220.50 per Cat 6 Cable Installed End to End. Cable Dressing, Cable Pathways, Terminations at Each End. Includes Labeling and Testing.			
Optical Fiber Installation for IDF to MDF	\$2,976	1	\$2,976
Multimode Fiber Installation All Prep Work and IDF Rack. Terminations & Testing			
IDF Buildout and Rack Installations	\$1,488	1	\$1,488
Wall Mount Rack Buildout & Installation Grounding & Bonding Backboard Prep, Paint & Installation Hardware Mounting			

SERVICES			
Project Materials- Network Cabling	\$0	1	\$0
(39k') Vertical/Hitachi Cat 6 UTP Cable Plenum Black			
(120) Vertical Cat 6 Jacks RJ45 - White (Outlet Side)			
(170) Vertical Cat 6 Jacks RJ45 - Black (Panel Side)			
(50) RJ45 Male Mod Plugs			
(80) Keystone Black Blanks			
(2) 1RU Black Blanks			
(21) Vertical Wall Plates -Single Gang x Duplex 2 Port White			
(15) Vertical Wall Plates -Single Gang x Duplex 4 Port White			
(2) Vertical 1RU Cat 6+ 24 Open Port Patch Panel			
(4) Vertical 2RU Cat 6+ 48 Open Patch Panel			
(4) Panduit Horizontal Wire Managers 1RU w/ Hinged Covers - HFR			
(4) Panduit Vertical Wire Managers w/ Hinged Covers - VFR 80"			
(1) Standard Network Rack - 42RU x19" x 7'			
(2) Network Rack - Wall Mount Enclosed Cabinet 12RU Tinted Glass w Lockable Door			
(170) Cat 6 Patch Cable - 28 AWG Small Diameter Black 6"			
(96) Cat 6 Patch Cable - 28 AWG Small Diameter Black 7' (Workstation)			
(24) Cat 6 Patch Cable - 28 AWG Small Diameter Black 1' - 5' (Patch Panel & Switch)			
(2) Cat 6 Patch Cable - 28 AWG Small Diameter Red 2' (Switch Uplinks)			
(1) Grounding & Bonding Items : #6 AWG Ground Wire, Rack Mount Ground Lugs, and Beam Clamp Ground Lugs			
(1) Painted Telecom Backboard 4x8 Fire Rated			
(1) Painted Telecom Backboard 4x4 Fire Rated			

SERVICES

Project Materials- Network Materials Continued from the list above	\$23,809.25	1	\$23,809.25
(1) Toggle Bolt Anchors, Cut Washers, Fasteners, and Other Misc Fasteners and Hardware			
(8) Erico Caddy Cat 32 BC 2" J Hooks Cable Pathway Support Hooks Wall Mount(1 Box of 25) (200)			
(4) Erico Caddy Cat 32 BC 2" J Hooks Cable Pathway Support Hooks w/Beam Clamps (1 Box of 25) (100)			
(5) Erico Caddy Cat 32 BC 4" J Hooks Cable Pathway Support Hooks Wall Mount			
(2) P-Touch Label Tape 18mm White on Black			
(1) P-Touch Label Tape 9mm White on Black			
(2) Cyber Power 1RU Rack Mount PDU			
(2) Bag of Rack Screws (50pcs) 10-24			
(6) WBT 2X12 Shaped Basket Tray 10' sections			
(1) WBT Splice Kit (50 pcs)			
(4) WBT 12" Wall Support for Tray			
(15) Rolls 1/2 Black Velcro Straps			
(20) Rolls of Black Electrical Tape			
(4) Jetline Pull Rope Buckets			
(6) P-Touch Label Tape 24mm Black on White			
(6) P-Touch Label Tape 9mm Black on White			

SERVICES			
Project Materials- Pathways	\$5,981.34	1	\$5,981.34
(2) NEMA Type 1 Enclosures 16" x 16" x 8"			
(100) Metal screws ¼" x ½"			
(200) Metal screws #8 1-¼"			
(200) Tapcon concrete anchor screw ¼" x 1-¾"			
(6) Unistrut regular profile 1-5/8", 10ft sections			
(32) 4in EMT strut straps			
(16) 2in EMT strut straps			
(16) 4in EMT conduit tubes, 10ft sections			
(14) 4in EMT compression couplers,			
(4) 4in EMT compression connectors,			
(8) 2in EMT conduit tubes, 10ft sections			
(7) 2in EMT compression couplers			
(2) 2in EMT compression connectors			
(4) tube of red fire stop sealant			
(50) Toggle bolts ¼" x 2 ½"			
(25) Lag bolts ¼" x 2", fully threaded			
(4) Hilti screw concrete anchors 3/8" x 3"			
Scissor Lift & Rental Equipment	\$1,500	1	\$1,500
26' Electric Scissor Lift			
Delivery & Pickup Fees included			
3 week rentals x 2 phases			
Subtotal	\$73,239.59		
Tax (0%)	+\$0		
TOTAL	\$73,239.59		

Terms & Conditions

GENERAL EXCLUSIONS

1. This proposal covers all that is needed to complete the scope of work listed above. If there are any changes or additions to the labor or material by customer request, those changes will be an additional cost added to the final invoice. All changes will be approved by the customer, before any revisions or additions are made.
2. Unseen Issues: We may encounter some "unseen" issues throughout the installation / connectivity process. If there is a need for additional labor, custom work, or anything not listed in the scope of work above, we will discuss with the customer before any changes are made. Unseen issues can also be defined as any difficulty or barrier obstacle on site that slows down the progress of work or that may cause the need for additional material to overcome. All changes will be discussed with the customer, and approved before any changes are made.

PAYMENT TERMS

Polarity Networks will invoice for 50% of the total payment before work begins, and will invoice for the balance when all work under the attached scope has been completed. All pricing is based on the material and scope of work listed in this proposal. Final payment will be due (NET 10) from day of completion, and the date will be listed on the final invoice.

NOTE: If the project runs longer than 30 days, (outside of the control of Polarity Networks) we will submit an invoice for 25% of the remaining balance before the project is completed. If this happens, we will invoice for the remaining 25% balance after completion of our scopes of work.

By signing or issue of a PO#, the Customer agrees to scope of work, conditions, and payment rates and terms.

Agreement

By signing, the Customer agrees to the proposed scope of work, conditions, and payment terms.

Polarity Networks, LLC



DocuSigned by:

Reese Averett

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Reese Averett

Reese Averett
Executive Vice President / Co-Founder

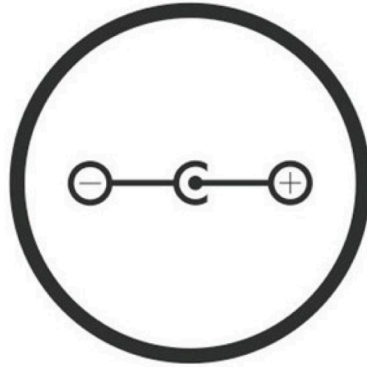
300 Bailey Street, Suite 200
Fort Worth, Texas 76107

City of Burleson



SIGNATURE

141 W. Renfro St.
Burleson, Texas 76028



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NETWORKS

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FORT WORTH, TX 76107

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