

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and Kimley-Horn and Associates, Inc. (“Consultant”).

1. SCOPE OF SERVICES.

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

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Four Hundred Seventy-Five Thousand and NO /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

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

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. **COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

Consultant agrees to comply with all applicable federal, state and local laws, ordinances,

rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. **NON-DISCRIMINATION COVENANT.**

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant’s duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. **NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

Kimley-Horn and Associates, Inc.		
Doug Arnold, P.E.		
801 Cherry St., Suite 1300		
Fort Worth	TX	76102

14. **GOVERNMENTAL POWERS.**

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. **NO WAIVER.**

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. **GOVERNING LAW / VENUE.**

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States

District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to

execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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SIGNATURE PAGE

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

CITY OF BURLESON:

Kimley-Horn and Associates, Inc.

By: _____

Signed by:
By: Doug Arnold
D7A6C9199E604BC...

Name: _____

Name: Doug Arnold

Title: _____

Title: Contract Specialist

Date: _____

Date: 9/5/2025

APPROVED AS TO FORM:

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

ATTACHMENT A

I. Scope of Services

This assignment will constitute the development of the City's ADA Self-Evaluation and Transition Plan. It will consist of an ADA compliance review of City services, policies, practices, programs, activities, buildings and associated parking lots/paths of travel, parks and associated parking lots/paths of travel, park sidewalk and associated curb ramps, unpaved pedestrian trails, pedestrian bridges, signalized intersections, public rights-of-way sidewalks and associated curb ramps and railroad crossings. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not "safe harbored" into compliance will be provided. A public outreach program will be developed and implemented, and staff training will be provided. An ADA Transition Plan will be developed, which will formally document tasks and associated observations outlined in this Scope of Services.

The Consultant will complete the following tasks:

Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood that the project will have a 12-month duration.
- 1.2 The Consultant will prepare monthly progress reports for the duration of the project.
- 1.3 The Consultant will participate in up to 6 bimonthly status calls with the City to discuss the project for the duration of the project (30-minute calls).

Task 1 Deliverables:

- Monthly invoices with progress reports.

Task 2 – Services, Policies, Practices, Programs, and Activities Review

This task is based on up to 60 hours of effort. If additional effort beyond the 60 hours is required, it will be billed as an additional service under the Consultant's then-current rate schedule. The Consultant will not proceed with any additional services without written authorization from the City.

- 2.1 The Consultant will evaluate the current level of program, service, and activity accessibility by reviewing the documents compiled during the development of the City's ADA Compliance Plan and administering program questionnaires and/or conducting virtual interviews as necessary with City staff to evaluate the current City status regarding ADA requirements. These questionnaires will assist in evaluating the current City status regarding ADA requirements, including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, effective communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.
- 2.2 The Consultant will prepare a summary of possible solutions to improve program access based on the questionnaire and interview process results, which will be incorporated into the Transition Plan document.

Task 2 Deliverables:

- Summarize findings from the program questionnaire and interview process.
- Summarize possible solutions to improve program access based on the questionnaire and interview process results.

City Responsibilities:

- The City shall respond to program questionnaires and participate in virtual interviews as needed.

Task 3 – Building Review

3.1 The Consultant will establish field teams that will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the applicable ADA standards in effect at the time of construction or alteration:

- Properties constructed before September 15, 2010, will be reviewed against the 1991 ADA Standards for Accessible Design (ADA Standards) or Uniform Federal Accessibility Standards (UFAS).
- Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards.
- Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards.

State and local building codes under which the project was constructed initially are excluded from the evaluations.

The Consultant will evaluate the following buildings and associated parking lots:

Building Name	Building Address
1. City Hall	141 W. Renfro St
2. Senior Activity Center	216 SW Johnson Ave
3. Library	248 SW Johnson Ave
4. Burleson Visitors Center	124 W. Ellison
5. Animal Shelter	775 S.E. John Jones Road
6. Municipal Court	1131 SW Wilshire Blvd
7. Burleson Recreation Center (BRiCK)	550 NW Summercrest Blvd
8. Mayor Vera Calvin Plaza in Old Town	141 W. Renfro St
9. Burleson Memorial Cemetery	580 Memorial Plaza
10. Hidden Creek Golf Course	555 E. Hidden Creek Parkway
11. Russell Farm	405 W. County Road 714
12. Service Center	725 S.E. John Jones Road
13. Fire Station #3	245 Lakewood Drive
14. Fire Station #16	250 E Hidden Creek Parkway
15. Fire Station #1	828 SW Alsbury Blvd
16. Police Department (exterior only)	1161 S.W. Wilshire Blvd

Building evaluations are limited to all publicly accessible areas. Employee-only areas and work areas, including common-use spaces located in employee-only areas, are excluded from the evaluation.

The Consultant will evaluate all on-site sidewalks (excluding perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA compliant within the building sites. Only non-compliant issues along exterior pedestrian paths of travel will be recorded.

Task 3 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each building. Each facility report will identify the compliance status of each facility and consist of the following:
 - Listing of elements within facilities that are not in compliance with ADA requirements.
 - Possible solutions to resolve non-compliance issues for each facility.
 - Barrier priority using criteria developed by the Consultant.
 - “Cost report” that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. These opinions of costs are for corrective actions and involve a single solution without extensive study, destructive testing, or design. Opinion of costs represents material and labor costs only. A markup factor will be added to include other factors such as design, permitting, overhead, and contingencies. A design and contingency factor The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services.
 - Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as Marshall & Swift, RS Means, Consultant's experience with past costs for similar projects, City cost indexes, consulting with local specialty contractors, City-provided information, and assumptions regarding future economic conditions.
 - The compliance status and possible solutions will be based on the applicable ADA standards in effect at the time of construction or alteration. Properties constructed before September 15, 2010 will be reviewed against the 1991 ADA Standards or UFAS. Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards. Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards. State and local building codes under which the project was constructed initially are excluded from the evaluations.

City Responsibilities:

- The City will provide floor plans to the Consultant for the buildings to be evaluated.
- The City will provide the Consultant with access to the areas within the buildings to be evaluated.

Task 4 – Park Review

4.1 The Consultant will establish field teams that will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the applicable ADA standards in effect at the time of construction or alteration:

- Properties constructed before September 15, 2010, will be reviewed against the 1991 ADA Standards for Accessible Design (ADA Standards) or Uniform Federal Accessibility Standards (UFAS).
- Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards.
- Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards.
- Recreation facilities with no previous standard (i.e., recreational facilities listed in Chapter 10 of the 2010 ADA Standards) will be reviewed against the 2010 ADA Standards.

State and local building codes under which the project was originally constructed are excluded from the evaluations.

The Consultant will evaluate the following parks and associated parking lots:

Park Name	Park Address
1. Bailey Lake Park	280 W Hidden Creek Pkwy
2. Bartlett Park and Soccer Complex	550 NW Summercrest Blvd
3. Warren Park	301 SW Johnson Ave
4. Chisenhall Sports Complex and Trails	500 W Hidden Creek Pkwy
5. Centennial Park	308 NE Mcalister Rd
6. Burleson Bark Park	616 Memorial Plaza
7. Meadowcrest Park	1050 Baracuda Dr
8. Mistletoe Hill Park	960 NE Mcalister Rd
9. Oak Valley Park North and Shared-Use Path	804 Parkridge Blvd
10. Cedar Ridge Park	716 Cumberland Dr
11. Cindy Park	205 NE Cindy Ln
12. Clark Park	124 N Clark St
13. Claudia's Playground	933 West Bend Blvd
14. Elk Ridge Park	1016 Dorsey St
15. Heberle Park and Trail	812 Tyler Ct
16. Hidden Vistas Park	950 Hidden Vistas Blvd
17. Prairie Timber Park	801 Prairie Timber Rd
18. Robert Joseph Park	2780 Greenridge Dr
19. Veterans Memorial Plaza	298 E Renfro St
20. Wakefield Heights Park	704 Elizabeth Dr

Park Name	Park Address
21. Willow Creek Park	151 Hawks Ridge Trl
22. Hidden Creek Sports Complex	295 E Hidden Creek Pkwy

The Consultant will evaluate all recreation amenities for the parks listed in **Task 4.1**. The Consultant will evaluate all on-site accessible routes that connect parking or the public right-of-way to the interior of each site and connect amenities on each site (excludes pedestrian access routes and other features within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA compliant within the park sites. Only non-compliant issues along exterior pedestrian paths of travel will be recorded in the field work data, facility reports, and photologs.

Task 4 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. Each facility report will identify compliance status of each facility and consist of the following:
 - Listing of elements within facilities that are not in compliance with ADA requirements.
 - Possible solutions to resolve non-compliance issues for each facility.
 - Barrier priority using criteria developed by the Consultant.
 - “Cost report” that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. These opinions of costs are for corrective actions and involve a single solution without extensive study, destructive testing, or design. Opinion of costs represents material and labor costs only. A markup factor will be added to include other factors such as design, permitting, overhead, and contingencies. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services.
 - Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as Marshall & Swift, RS Means, Consultant’s experience with past costs for similar projects, City cost indexes, consulting with local specialty contractors, City-provided information, and assumptions regarding future economic conditions.
 - The compliance status and possible solutions will be based on the applicable ADA standards in effect at the time of construction or alteration. Properties constructed before September 15, 2010, will be reviewed against the 1991 ADA Standards or UFAS. Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards. Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards. Recreation facilities with no previous standard (i.e., recreational facilities listed in Chapter 10 of the 2010 ADA Standards) will be reviewed against the 2010 ADA Standards. State and local building codes under which the project was originally constructed are excluded from the evaluations.

City Responsibilities:

- The City will provide floor plans to the Consultant for the park facilities to be evaluated.
- The City will provide the Consultant with access to the areas within the parks to be evaluated.

Task 5 – Public Rights-of-Way and Paved Trail Review

The Consultant will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the 2023 Public Rights-of-Way Accessibility Guidelines (PROWAG). State and local building codes under which the project was constructed initially are excluded from the evaluations.

- 5.1 Signalized Intersections – The Consultant will evaluate up to 25 signalized intersections, including evaluation of accessibility requirements for curb ramps, paths of travel, and pedestrian signal equipment and signage.
- 5.2 Sidewalk Corridors and Trails – The Consultant will evaluate up to 218 linear miles of sidewalk corridors and up to 8 miles of paved trails. Sidewalk corridors consist of sidewalks, pedestrian street crossings, and pedestrian driveway crossings. The sidewalk corridor length is calculated using the centerline of the pedestrian path of travel.
- 5.3 Unsignalized Intersections and Driveways – The Consultant will evaluate all intersections and driveways along the sidewalk corridors in **Task 5.2**.

Task 5 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each facility type. Each facility report will identify the compliance status of each facility and consist of the following:
 - Listing of facilities that are not in compliance with ADA requirements.
 - Possible solutions to resolve non-compliance issues for each facility.
 - Prioritized list of improvements using criteria developed by the Consultant.
 - “Cost report” that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
 - Pay items and associated pay item units.
 - Photolog summary for each facility.
 - Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as the current TxDOT low-bid 12-month moving average unit prices, Marshall & Swift, RS Means, Consultant’s experience with past costs for similar projects, Client cost indexes, consulting with local specialty contractors, Client-provided information, and assumptions regarding future economic conditions.

City Responsibilities:

- The City will review the Consultant-provided pay item list and provide feedback on unit prices to develop cost reports for public rights-of-way facilities.

Task 6 – Transition Plan Development

6.1 **Transition Plan Development.** The Consultant will coordinate with City staff in developing the Transition Plan as follows:

- 6.1.1 **ADA/504 Coordinator.** The Consultant will provide the City with recommended roles and responsibilities of the ADA/504 Coordinator. The ADA Liaison Committee will also assist in designating the ADA Coordinator for the City.
- 6.1.2 **Grievance Policy and Procedure.** The Consultant will review the City's existing Title II ADA grievance policy, procedure, and complaint form. The Consultant will provide the City with a list of suggested changes if changes are determined to be needed.
- 6.1.3 **ADA Notice.** The Consultant will review the City's existing ADA Notice. The Consultant will provide the City with a list of suggested changes if changes are determined to be needed.
- 6.1.4 **Prioritization Criteria.** The Consultant will provide the City with recommended criteria for prioritizing identified accessibility improvements.
- 6.1.5 **Implementation Schedule and Strategy.** The Consultant will work with the City to determine a schedule to implement the Transition Plan and outline steps that will be taken by the City each year of the transition period.
- 6.1.6 **Exceptions and Exemptions.** The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA for the facilities evaluated in **Task 3**. This may include exemptions related to structures of historic significance or other exceptions and exemptions as stated in the applicable accessibility standards.
- 6.1.7 **Budget.** The Consultant will provide the City with a recommended multi-year budget needed for accessibility improvements identified in **Tasks 3 - 5**. Possible funding sources to achieve compliance will be provided. It will be the City's responsibility to confirm the City's eligibility for each funding source.
- 6.1.8 **Draft Transition Plan.** Based on the services, policies, practices, programs, and activities evaluations completed in **Task 2** and the facility evaluations completed in **Tasks 3-5**, the Consultant will prepare a draft Transition Plan for the City. The plan will consist of:
 - Summary of project purpose, process, and most significant observations.
 - Detailed observations of the services, policies, practices, programs, and activities review completed in **Task 2** and facility reviews completed in **Tasks 3-5**.
 - A phased schedule with conceptual budget estimates for the removal of facility barriers identified in **Tasks 3-5**.

- 6.1.9 Final Transition Plan. The Consultant will address one (1) round of written consolidated comments from City staff to prepare a Final ADA Self-Evaluation and Transition Plan for the City.

Task 6 Deliverables:

- Electronic copy of comments on the City's existing ADA grievance policy, procedure, and complaint form for Title II.
- Electronic copy of comments on the City's existing ADA Notice.
- Electronic copies of the draft and final ADA Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the final ADA Transition Plan Appendix in PDF format will be provided using the Consultant's electronic file sharing system.

City Responsibilities:

- The City will provide written consolidated comments on the draft ADA Transition Plan and Appendix.

Task 7 – Project Meetings

- 7.1 Kick-off Meeting. The Consultant will conduct up to one (1) meeting with City staff to discuss the ADA Title II requirements and the process that will be used to develop the City's ADA Transition Plan and to introduce the proposed project tasks and schedule. The Consultant will produce meeting materials and handouts, lead and facilitate the meeting, and prepare a summary of action items resulting from the meeting (2-hour, in-person meeting).
- 7.2 Progress Meetings. The Consultant will conduct up to three (3) meetings with City staff and the ADA Liaison Committee to provide project updates. The Consultant will produce meeting materials, lead and facilitate the meetings, and prepare a summary of action items resulting from the meetings (2-hour, in-person meetings).
- 7.3 City Council Meetings. The Consultant will prepare for and attend two (2) City Council meetings. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour, in-person meetings).

Task 7 Deliverables:

- Summary of action items from each meeting.
- Electronic copies of meeting presentations.

City Responsibilities:

- The City will create an ADA Liaison Committee comprised of City staff representing major program areas and/or departments.
- The City will conduct all internal coordination required to identify City staff to serve on the ADA Liaison Committee for the duration of the project.
- The City will conduct all internal coordination required to identify City staff to attend each meeting.
- The City will provide the names and email addresses of all staff identified to attend each meeting.
- The City will provide a location in which to host the meetings.

Task 8 – Public Outreach

- 8.1 The Consultant will conduct up to three (3) meetings with City staff and the City’s ADA Advisory Committee to describe the process, timeline, and expectations associated with this project, as well as receive any general input they may provide. The Consultant will produce meeting materials (PowerPoint presentation, public access survey, and Wikimap), lead and facilitate the ADA Advisory Committee Meetings, and prepare meeting notes from each meeting (1-hour, in-person meetings).

Task 8 Deliverables:

- Meeting notes from each meeting.
- Electronic copies of each meeting presentation.
- Web link to public access survey in SurveyMonkey.
- Web link to WikiMap showing existing City facilities.
- Summary of online web survey and WikiMap results in the ADA Transition Plan.

City Responsibilities:

- The City will conduct all internal coordination required to identify City staff to attend each meeting
- The City will provide the names and email addresses of all staff identified to attend each meeting.
- The City will provide a location in which to host each meeting.
- The City will contract all effective communication services, including but not limited to sign language interpreting, captioning services, and accessible documents. Any request for the Consultant to contract and coordinate directly with effective communication service providers will be considered Additional Services.

Task 9 – Staff Training

- 9.1 The Consultant will provide up to four (4) hours of in-field evaluation discussions with Client staff to occur at either City facilities listed in **Tasks 3-5**. In-field discussions will occur during the scheduled field evaluations.
- 9.2 The Consultant will conduct up to four (4) hours of in-person staff training (“Training”) on topics related to accessibility and relevant to the development of the City’s ADA Transition Plan. The training can be divided into two (2) individual sessions and conducted over multiple days as needed. The training may include the following topics:
- City requirements and responsibilities under Title II of the ADA
 - 2023 PROWAG Standards
 - Performing Field Investigations and Inspections to Evaluate the Accessibility of City Public Rights-of-Way, Buildings, and Park Facilities
 - Monitoring and Updating the ADA Self-Evaluation and Transition Plan

After project initiation, the City and Consultant will define a training program schedule for four (4) hours of in-person training. Specific training topics will be confirmed with City staff before scheduling the training session. Training will be scheduled to occur in a single day or consecutive days. The Client may invite non-employees to attend the training essential to the City's design, construction, and/or operation. Essential personnel are any individuals contracted to provide services for the City and whom the Client deems necessary to receive the Training because of the essential services they provide.

If greater than four (4) hours of in-person training are required, training and development efforts will be considered Additional Services. The Consultant will not proceed with any additional services without written authorization from the Client.

Task 9 Deliverables:

- Digital PDF files and up to 50 printed copies of the training presentation(s). Slides will be printed two (2) per page.
- Certificates of completion and PDH certificates for training attendees as applicable.

Client Responsibilities:

- The Client will conduct all internal coordination required to identify City staff to attend each training.
- The Client will provide the names and email addresses of all staff identified to attend each training.
- The Client will provide a location in which to host the training(s).

Optional Services

Task 10 – Esri Dashboard Development

- 10.1 Coordination Meetings. The Consultant will prepare for and attend up to one (1) virtual meeting with City staff to provide a demonstration of a sample Esri dashboard and to provide a demonstration of the Esri dashboard developed for the Client as detailed in **Task 10.2**.
- 10.2 Dashboard Development. The Consultant will develop an Esri dashboard for viewing and filtering select attributes of the facility geodatabase. The dashboard will consist of the following elements:
- Web map displaying point and line features representing the facilities evaluated in **Tasks 3-5**.
 - Conceptual budget estimate summary indicator displaying total conceptual budget estimate for each facility type and dynamic cost of selected facilities/elements.
 - Priority summary pie chart displaying facility priority (high, medium, and low).
 - Compliance summary pie chart displaying compliance status (compliant and not compliant).
 - Site category selector menu that contains a list of each facility. Allows filtering by facility name.
 - Priority or compliance status category selector for each facility.
 - Serial (bar) chart with barrier graphs for building and park facilities.
 - Links to PDF facility reports developed in **Tasks 3-5**.
 - Embedded dashboard instructions and disclaimer in Adobe PDF format.

Development of additional widgets and functionality will be considered Additional Services.

Task 10 Deliverables:

- Esri dashboard.

Client Responsibilities:

- Provide Consultant necessary access to City's ArcGIS Enterprise or ArcGIS Online account to either develop the ESRI dashboard on the City's account or to transfer the completed ESRI dashboard to the City's account.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Evaluation of employee-only areas and work areas, including common-use spaces located in employee-only areas.
- Providing printed copies of Appendices.
- Providing effective communication services, including but not limited to sign language interpreting and captioning services.
- Providing deliverables in accessible formats.
- Providing deliverables in languages other than English.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at the Consultant's then-current hourly rates. Additional services we can provide include, but are not limited to the following:

- Evaluation and reporting of facilities not listed in **Tasks 3-5**.
- Digital accessibility review of City website and social media accounts.
- Update of Transition Plan to document additional work.

Information Provided By City

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives.

Compensation for Professional Services for:

ADA TRANSITION PLAN

Total compensation for the Consultant contemplated under the terms of this agreement **shall be a total not-to-exceed \$475,000** for all services, including reimbursable expenses. The City shall compensate the Consultant as follows.

For the Scope of Services (Tasks 1-9), the total compensation shall be on a lump sum basis and not to exceed **\$475,000**.

*For the Optional Services (Task 10), which are indicated in this contract only for reference and budgeting purposes but are not in effect and subject to change in a future amendment, the total compensation is anticipated to be approximately **\$20,000**.*

Progress payments shall be paid monthly based upon the overall percentage of services performed, with the following amounts of the total compensation for each phase of the Project:

SCOPE OF SERVICES

• Task 1 – Project Management	\$ 21,000
• Task 2 – Services, Policies, Practices, Programs, and Activities Review	\$ 15,000
• Task 3 – Building Review	\$ 60,000
• Task 4 – Park Review	\$ 90,500
• Task 5 – Public Rights-of-Way and Paved Trail Review	\$215,000
• Task 6 – Transition Plan Development	\$ 41,500
• Task 7 – Project Meetings	\$ 13,500
• Task 8 – Public Outreach	<u>\$ 8,000</u>
• Task 9 – Staff Training	<u>\$ 10,000</u>
Basic Services Total	\$475,000

OPTIONAL SERVICES

• Task 10 – Esri Dashboard Development	<u>\$ 20,000</u>
Optional Services Total	\$ 20,000

Lump sum fees (LS) will be invoiced monthly based upon the overall percentage of services performed.

Consultant will not exceed the total maximum fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Consultant reserves the right to reallocate amounts among tasks as necessary.

All permitting, application, and similar project fees will be paid directly by the City.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1359116

Date Filed:
09/04/2025

Date Acknowledged:

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

Kimley-Horn and Associates, Inc.
Dallas, TX United States

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

City of Burleson, Texas

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

09022025
FY26 ADA Transition Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Flanagan, Tammy	Dallas, TX United States	X	
	McEntee, David	Dallas, TX United States	X	
	Keil, Ashley	Dallas, TX United States	X	
	Mutti, Brent	Dallas, TX United States	X	

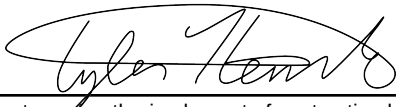
5 Check only if there is NO Interested Party.
☐
6 UNSWORN DECLARATION

My name is Tyler Henrichs, and my date of birth is XXXXXXXXXX.

My address is 13455 Noel Rd, Two Galleria Tower, Suite 700, Dallas, TX, 75240, USA.
(city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 4th day of September, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)