

REQUEST FOR PROPOSAL

FOR

**SHIRLEY MCDONALD PARK
PLAYGROUND EQUIPMENT**



Response Deadline

January 19, 2015

2:00 PM Central Standard Time (CST)

To:

Tami Nagar

Brushy Creek MUD

16318 Great Oaks Drive

Round Rock, TX 78681

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL FOR SHIRLEY MCDONALD PARK PLAYGROUND EQUIPMENT

1. INTRODUCTION

Brushy Creek Municipal Utility District (the “District”) is accepting proposals from qualified vendors to provide playground equipment and installation services for the Shirley McDonald Park located within the District.

2. SCOPE OF SERVICES

2.1 General

The District’s Board of Directors has approved Staff’s project concept plan, work plan and a playground concept for the Shirley McDonald Park improvements. Staff is seeking proposals from qualified vendors to provide the specified equipment and installation of the equipment. The contractor is to provide all labor, equipment and process machinery required for the proper installation of the playground equipment as listed in accordance with the attached specifications.

Contractor is to follow the Texas Government Code Section 2258.021 providing that any worker employed by or on behalf of a political subdivision of the State of Texas shall be paid not less than “the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed.”

The current play structure for the age range of 2-5 will be replaced with more play events for children aged 2-5. The surfacing and edging shall be concrete ribbon curb and engineered wood fiber. The structures should all conform to ADA standards and the play structures and surfacing should conform to the following ASTM standards for playground safety and have third party verification of this conformance through IPEMA.

- ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*
- ASTM F1292 -13 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment*
- ASTM F2075 – 10a Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment*
- ASTM F1951 -14 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*
- ASTM F2223 – 10 Standard Guide for ASTM Standards on Playground Surfacing*

2.2 Location of Park (Exhibit A)

Shirley McDonald Park
4390 Brushy Creek Road
Round Rock, TX 78681

Attached for your information are park information pages with a map identifying the location of the park, existing park features and information, and various photos of the park.

2.3 Specifications (Exhibit B)

Attached are the specifications regarding the playground components, composite structure and border materials required, the Curb Drainage Detail specifications, and the Playground Safety Surface System specifications, along with samples of desired types of playground features for the park.

Vendors shall be responsible for providing the equipment and installation that meets or exceeds all of the requirements as set forth in the specifications.

Prior to the contractor beginning the project, the District will remove the existing playground equipment. Contractor is required to remove the existing plastic edging and pea gravel and replace with concrete edging and engineered wood fiber. The pea gravel and plastic edging will be salvaged by the District. Contractor shall haul the pea gravel and plastic edging to the District's Maintenance Yard, approximately .25 miles from the park location. The current footprint of the 2-5 year old playground area is 30' x 40'. The footprint of the new 2-5 year old playground equipment area may be expanded to accommodate the new proposed equipment or made smaller to the current 2-5 year old playground area, whichever the vendor deems appropriate. The existing swings and existing 5-12 year old playscape will remain. Vendor shall be responsible for any damage to such equipment.

Vendor must submit a safety plan for the removal of the existing materials and playground equipment and the installation of the new materials and equipment.

3. PROCEDURAL INSTRUCTIONS

3.1 Intent

This procurement is intended to result in the selection of a contractor that is most advantageous to the District, and that will result in the best and most economical playground equipment and installation of equipment.

3.2 Items to be Provided with Pricing Submittals:

All pricing submittals must include the following items:

1. Pricing- Vendor shall specify the pricing for the playground equipment and installation of the equipment according to attached specifications with equipment and labor broken down.
2. Photos or Rendering- Vendor shall submit photographs or renderings of proposed playground equipment and border materials, and shade structure and materials.
3. Work Plan/Timeline- Vendor shall submit a project work plan and timeline outlining the project plans and the timeline of each step; including target completion date.
4. Questionnaire and Information Form – (Exhibit C).
5. Experience- Vendor must identify how long they have been in business, company owner information, and how long they have been installing the type of proposed equipment.
6. Insurance- As an independent contractor, Contractor acknowledges that it is solely responsible for providing its own insurance coverage, including, but not limited to, unemployment compensation and workers' compensation to its employees. Statutory Workers Compensation Insurance (statutory coverage) and Employer's Liability insurance with limits of not less than \$500,000 per occurrence; Commercial General Liability insurance providing coverage against liability arising out of or based on any act, error or omission of Contractor or any of the Agents under this Agreement, with limits of not less than \$500,000 for each occurrence of bodily injury and property damage liability, \$1,000,000 general aggregate and products/completed operations coverage; and Business Automobile Liability insurance with a limit of not less than \$500,000 per occurrence for bodily injury and property damage liability written to cover all owned, hired and non-owned automobiles arising out of the use thereof by or on behalf of the Contractor and Agents.

7. References- Vendor must identify three references, including the name, title, and daytime telephone number of the references. Vendor must also provide at least two examples of similar work to that which is requested that the vendor is currently performing or has performed within the past three (3) years.
8. IPEMA – 3rd party certification for playground standards (Certification must be in writing.)
9. Warranty – Vendor shall specify the warranty information on both the equipment and workmanship.
10. Conflict of Interest Statement –Vendor shall submit their responses to the Conflict of Interest Statement in Section 5.0.

3.3 Questions

Questions regarding the procurement process or the Playground equipment and installation of equipment sought by the District **must be in writing via e-mail** to t.nagar@bcmud.org no later than **12:00 PM (CST) January 9, 2015**. The subject line shall read: ***“Questions for Shirley McDonald Park Playground.”***

3.4 Timeline –

Procurement package distributed to Vendors:

Monday, December 15, 2014

Site Visit to Shirley McDonald Park:

10:00 a.m. Monday, January 5, 2015

Questions Due from Vendors:

12:00 p.m. Friday, January 9, 2015

Pricing Proposals Due from Vendors

2:00 p.m. Monday, January 19, 2015

Staff Recommendation to Board of Directors:

February 12, 2015

Estimated Implementation & Completion Date:

Begin February 2015; completion by April 2015

New playground equipment will be installed before new shade structures are installed or projects will be coordinated by District Staff and Vendor.

3.5 Vendor Proposals

Proposals must conform to the requirements set forth herein. Proposals and required information must be submitted to the attention of:

Tami Nagar
Administrative Services Specialist
Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, TX 78681

by **2:00 PM (CST) on Monday, January 19, 2015**. Any Proposals received after the above date and time will not be considered.

All costs associated with the preparation and submissions of Proposals are the sole responsibility of the Offeror. All Proposals shall be signed and dated by an official authorized to bind the Offeror in legal matters. All submitted Proposals become the property of the District.

3.6 Selection Process

All Proposals will be evaluated by District staff. Its recommendations will be submitted to the Board of Directors for consideration at a regularly scheduled meeting following the Proposal date deadline.

The criteria that will be used to make the selection include the following, not necessarily in the order listed:

- (a) Cost
- (b) Proposed equipment
- (c) Must meet 3rd party IPEMA Certification for Playground Standards (in writing)
- (d) Qualifications
- (e) References

If the District has experience with your firm and you do not list the District as a reference, the District reserves the right to use past experience for this Proposal.

3.7 Confidential Information

The District is subject to the Texas Public Information Act. Any information submitted to the District by an Offeror shall be available to the public, unless it is clearly marked "CONFIDENTIAL." If another party requests access to information marked confidential, then the District shall ask the Offeror if the information may be released. If the release is agreed to, the District shall release the information. If the release is denied, the matter shall be referred to the Texas Attorney General's Office where the Offeror shall be responsible for substantiating its confidentiality. The Attorney General's office shall rule on the matter. Pricing information contained in proposals or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

4.0 Contract/Agreement - (Exhibit D)

Attached to this request is the form of the contract to be entered into regarding the Shirley McDonald Park Playscape. The contract is a part of this request. Upon selection of an Offeror by the Board of Directors, the Offeror must execute the contract. Failure to do so may constitute cause for the District to enter into a contract with another Offeror.

5.0 CONFLICT OF INTEREST

The Board of Directors of Brushy Creek Municipal Utility District (the “District”), in compliance with Section 49.199 of the Texas Water Code, has adopted a Code of Ethics Policy. In accordance with this policy, please disclose the following information:

1. Whether or not any of the Board of Directors or Management Staff listed below has a substantial interest in the Contractor or its affiliates.
2. Whether or not any of the Board of Directors or Management Staff listed below has a direct or indirect contractual relationship with the Offeror or its affiliates.

2014
Board of Directors
Brushy Creek Municipal Utility District

- Rebecca Tullos, Board President
- Russ Shermer, Board Vice President
- Kim Filiatrault
- Shean Dalton, Treasurer
- Donna Parker, Assistant Secretary/Treasurer

District Staff

- Mike Petter, General Manager
- David Gaines, Chief Administrative Officer
- Rachel Hagan, Parks and Facilities Maintenance Coordinator
- Tami Nagar, Administrative Services Specialist

Brushy Creek MUD Property Inventory

Shirley McDonald Park
4390 Brushy Creek Rd.
Round Rock, TX 78681



Location of area
to be modified.



Brushy Creek MUD Property Inventory

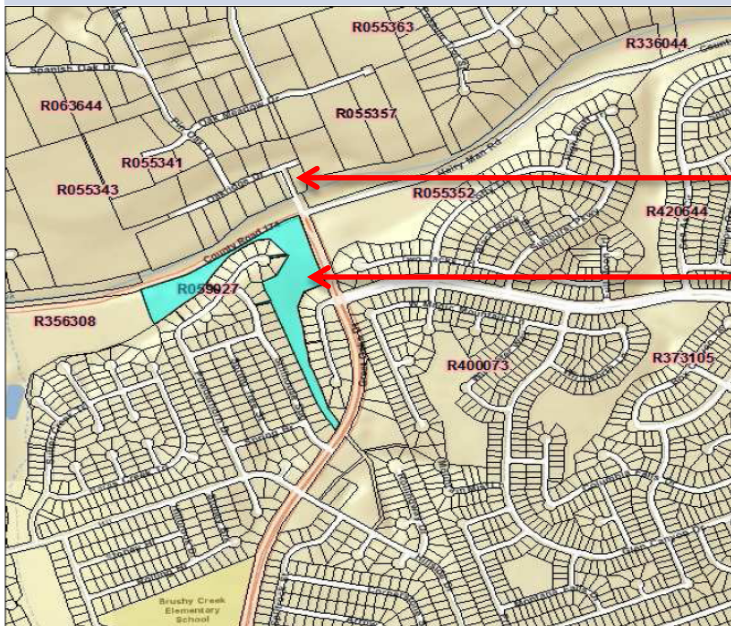
ADDRESS	4390 Brushy Creek Rd. Round Rock, TX 78681
WCAD ID	R059027
USE	Shirley McDonald Park/Creekside Park & Pool
MAP ID	5

Amenities/Comments: Creekside Park & Pool information on separate page.

- Shirley McDonald Park:** Total for both parks = 11.16 Acres
- 6 benches
 - 1 grill
 - 1 pedestrian bridge, maintained by the County
 - 3 picnic tables (1 ADA table)
 - 2 playgrounds (1 is for 5-12 yr. olds; 1 is for 2-5 yr. olds)
 - 4 swings
 - 1 permanent trash can
 - 1 pond
 - 10 parking spaces
 - 1 Pond-renovated in 2013, with fountain and pumps and dam construction
 - 33 irrigated trees
 - 1 Duck house



Existing playground equipment will be removed by the District prior to contractor beginning the project. Contractor shall remove existing plastic edging and pea gravel and haul to District's Maintenance Facility, approx. .25 miles away from park.
Current playground footprint is 30' x 40'; the new footprint may be larger.
Existing swings and existing 5-12 year old playscape will remain.



Maintenance Facility

Park location

EXHIBIT B

Specifications for Shirley McDonald Playground

Playground Equipment

- All equipment: Recommended for ages 2-5 years

Free Standing Events

- 3 Free Standing Events & 1 set of swings:
 - One Little Digger Event
 - One Spinner-type Event for multiple children
 - One 2-seat Rocker Event
 - Two total Bucket Seat T-Post Style Swings
 - Age appropriate signage must be added to the new equipment area
 - Stickers must be applied to equipment indicating the correct depth required for the engineered wood fiber under the equipment

Equipment Specifications:

ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use

ASTM F1292 -13 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment

ASTM F2075 – 10a Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment

ASTM F1951 -14 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment

ASTM F2223 – 10 Standard Guide for ASTM Standards on Playground Surfacing

See the following photos/renderings for SAMPLES-TYPES of desired equipment. Vendor shall submit photos or renderings of the EXACT free standing events that Vendor is proposing in the pricing.

Specifications for Shirley McDonald Park Playground

Concrete Work

Vendor shall furnish concrete and other related materials to construct the curbing/edging and access ramps, including the excavation and removal of any old structure encountered or portions thereof, disposal of surplus excavated material and backfilling around the completed work as indicated or directed by Owner. Vendor must connect the access ramp to the existing sidewalk to provide full access from the parking lot to the new equipment. This work will include the furnishing of all materials, excavation, backfill, forming, transporting, placing, finishing and for all equipment, tools, labor and incidentals necessary to place the concrete as specified. Entry ramp to playscape must have less than 5% slope on the run of the ramp and less than 2% across the surface to meet ADA Specifications.

A. Playground Edging

- Sufficient border material (curb details) to encompass the use zone of the composite structure and freestanding events is required. The curbing should be 9.5” wide by 18” high. See the attached Exhibits, Edging and Ramp Concrete Work, and Curb and Drainage Detail.
 - Portland Cement:
 - ASTM C 150, Type 1
 - Compressive strength: 3,000 psi at 28 days
 - Maximum size of aggregate: 1-1/2 inch
 - Slump 2-4 inches
 - Sand: ASTM C 144, Natural
 - Crushed Stone Base: Clean gravel or crushed rock conforming to requirements for granular fill.
 - Water: Free from matter that could impair suitability for use in mortar
 - Hydrated Lime: ASTM C 207, Type S
 - #3 and #4 Rebar
 - 6 x 6-inch #10 welded wire mesh
 - Expansion joint filler: ½ inch thick preformed asphalt-impregnated expansion joint material or equal

B. Ramp to Playground

- Must meet ADA Requirements. See attached Exhibits describing Concrete Work and Connection Ramp Detail. Vendor must connect the access ramp to the existing sidewalk to provide full access from the parking lot to the new equipment. This work will include the furnishing of all materials, excavation, backfill, forming, transporting, placing, finishing and for all equipment, tools, labor and incidentals necessary to place the concrete ramp. Entry ramp to

playscape must have less than 5% slope on the run of the ramp and less than 2% across the surface to meet ADA Specifications.

CONSTRUCTION METHODS

Concrete curbing shall be finished in a manner approved by the Owner. In hot weather, concrete shall be kept moist until it has set. No concrete work will be done when the temperature is below 40 degrees F in the shade and all work may be suspended during freezing or undesirable weather. All finished work shall be protected from damage. Chipped or damaged work shall be satisfactorily repaired or replaced. Concrete curbing shall be constructed at such places as indicated or as designated by the Owner, in accordance with these plans and specifications and in conformity with the lines, grades, depth and other details shown on the pertinent typical sections.

Concrete curbing which is to be placed within 5 feet of the drip line of an existing or proposed tree shall have a vapor barrier, composed of 6 mil black polyethylene film, installed to prevent leaching of lime into the Critical Root Zone of the tree.

Prior to placing any concrete material, the formwork and excavation shall be checked for proper grades, cross-slope and with proper consideration being given for drainage. The finished surface shall be even and level with a uniform finish.

EXECUTION

1. Excavation and Backfill- Excavate and backfill in accordance with the details specified in this section.
2. Placing Crushed Stone Base
 - a. After subgrade for curbs is compacted and at a proper grade, spread at least 4 inches of granular fill and compact to at least 95 percent of maximum density.
 - b. Sprinkle with water and compact by rolling or other method.
 - c. Top of compact granular fill shall be at proper level to receive concrete.
3. Setting Forms
 - a. Construct forms to the shape, lines, grades and dimensions call for in the drawings.
 - b. Stake wood or metal forms securely in place, true to line and grade.
 - c. Brace forms to prevent change of shape or movement in any direction resulting from the weight of the concrete during placement.
 - d. Construct short-radius curved forms to exact radius.
 - e. Tops of forms shall not depart from grade line more than ½ inch when checked with a 10-foot straightedge.
 - f. Alignment of straight sections shall not vary more than 1/8 inch in 10 feet.
 - g. Forms shall be cleaned and oiled thoroughly after each use and before concrete is placed.

4. Placement of Expansion Joints
 - a. At intervals not exceeding 15 feet
 - b. At flatwork connection to vertical wall or footing
5. Reinforcing
 - a. Shall be per the details using #3 and #4 rebar and 6" x 6" welded wire mesh
6. Drainage
 - a. Place 2" PVC weep holes at 4' on center in curb as shown in detail
7. Concrete
 - a. Thickness of flatwork shall be a minimum of 6 inches for footing and 9-1/2 inches for curb thickness as shown in the drawings, with a turned-down edge where not adjacent to a vertical wall or footing. Concrete shall be placed true to grade and cross-sloped (maximum 2%) to insure that ponding of water will not occur.
 - b. Place, process, finish and cure concrete in conformance with this section and the drawings
8. Finish
 - a. Broom surface with fine hair broom and right angles to length of walk and tool at all edges, joints and markings
9. Curing
 - a. Upon completion of finishing, apply an approved curing compound to exposed surfaces.
 - b. Protect concrete from damage for a period of 7 days.

CLEAN UP AND SUBSTANTIAL COMPLETION

All areas shall be kept in neat and orderly condition at all times. Prior to substantial completion inspection, clean up the entire area of work to the satisfaction of the Owner.

Inspection of the work will be made at the Contractor's request. Written requests for inspection shall be submitted to the Owner at least three (3) days prior to the anticipated inspection date.

Upon completion of the work, the Contractor will provide three (3) full sets of up-to-date as-built drawings to the Owner.

Specifications for Shirley McDonald Playground

Playground Surface Specifications

A. Subgrade

Cover the excavated surface to a 3-inch depth of clean, washed pea gravel (1/2" to 3/4") stone for playscape drainage. This pea gravel is to be installed between a layer of geo textile fabric and then Engineered Wood Fiber material (Specifications in Section C below). Subgrade shall slope to drain toward the site's natural slope and through the drainage weep hold pipes installed in the concrete curb.

B. Fabric Cloth

Non-woven Geotextile Fabric: Polyspun 350 (specifications below), a drainage and weed control fabric, constructed from polyester fibers, spunbond into a swirling, web forming pattern shall be installed on top of and below the pea gravel.

<i>Fabric Properties</i>	<i>Polyspun 350 Gray</i>
Basis Weight	3.50 oz sq. yd.
Grab Tensile MD/CD	113/115 lbs.
Grab Elongation MD/CD	59/63%
Trapezoidal Tear Strength MD/CD	65/53 lbs.
Water Flow Rate	300 gal/per min./sq.ft.
Permittivity	2.09 SEC-1
AOS	60
Puncture	45.1 obs.
Burst Strength	130 psi

C. Engineered Wood Fiber

Engineered Wood Fiber Material: The engineered wood fiber shall be installed on top of the fabric cloth to the levels indicated on the playground structure, no less than 12" deep. Playground Mulch consists of random sized chips carefully selected from durable hardwood and pine trees with absolutely no leaves, twigs, or other organic matter which hastens decomposition and no wood such as recycled pallets. Size standards to 85% of 3/8" minimum by 1" maximum with an average of 3/8" thickness to comply with Americans with Disabilities Act, uniform wood chip specifications of the Handbook for Public Safety, ASTM F2075-10a and the Consumer Product Safety Commission.

Specifications for Shirley McDonald Playground

General Construction Notes

The conditions of the Contract and applicable requirements of the General Conditions and related documents herein shall govern this section.

Safety Precautions and Programs

The Contractor shall be responsible for initiating and maintaining all safety precautions and programs in connection with the Work.

Safety of Persons and Property

The Contractor shall undertake all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All of the Work and all materials and equipment to be incorporated therein, whether in storage on-site, under the care, custody or control of the Owner/Developer, the Contractor or any Subcontractors; and
3. Other property at the site, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures, and/or utilities not designated for removal, relocation or replacement in the course of the construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of all public authorities having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall be responsible for: (a) the erection and maintenance of all reasonable safeguards for safety and protection, as required by existing conditions and progress of the work, including the posting of danger signs and other warnings against hazards; (b) promulgating safety regulations and (c) notifying owners of adjacent utilities of potential dangers caused by this work.

Protection of Adjoining Property

The Contractor shall be responsible for and shall require the Sub-Contractor(s) to undertake proper means to protect Owner's property remaining at the work site, the adjacent or adjoining property, or any private properties, encountered in any way, which might be injured or seriously affected by any process of construction of the Work from any damage or injury by reason of said process of construction. The Contractor shall be liable for any and all claims of such damage on account of the Contractor's failure to fully protect Owner's property remaining at the work site, all adjoining property, or any private properties encountered in any way. The Contractor shall agree to indemnify, save and hold harmless the Owner, its agents and employees against any claim or claims for damages due to any injury to Owner's property remaining at the work site, any adjacent or adjoining property arising or growing out of the performance of the Work

regardless of whether or not the damage or injury is caused in part by a party indemnified hereunder.

Public Safety and Convenience

The safety of the public shall be regarded as of prime importance. All portions of the existing public streets adjacent to the Work shall be kept open and shall provide a smooth, safe and comfortable ride to the traffic. It shall be the responsibility of the Contractor to ensure that two-way traffic may safely bypass the construction site and that access is provided to abutting private property. If the street is a one-way street, the Contractor shall ensure that one lane of travel remains available. Contractor shall be responsible for securing any permits or approvals from all regulatory authorities for any road closures or barricades.

The Contractor shall be required to plan and execute its operations in a manner that will cause the minimum interference with public traffic and shall require that the Contractor place and maintain in good condition standard barricades at each and all entrances to the Work and at other locations where traffic is rerouted or blocked from using regular public traffic lanes. Barricades and warning signs shall be located in accordance with the latest edition of The State of Texas Manual on Uniform Traffic Control Devices.

All barricades and warning signs placed in or adjacent to the public roadway for the purpose of warning or directing traffic shall be installed in accordance with Section 8.5, “Work Zone Safety – Uniform Construction Barricading”, of the City of Austin Transportation Criteria Manual.

The Owner shall require the Contractor to notify, request and receive approval from the Transportation Division at least four (4) days (excluding Saturdays, Sundays or Holidays) in advance of the intention to close or partially block a public roadway or any part thereof located within the City or any construction, which may affect the free flow of public traffic. If the public roadway or any portion thereof is not located within the city, then notification and approval for closure shall be received from the appropriate city, county and/or state representative.

In the event the Contractor’s operations reduce an existing public two-way roadway to less than 20 feet (6 meters) in width, the Contractor shall provide flaggers and shall route traffic through the construction area one lane at a time. A flagger will be required any time it is necessary for construction equipment to move into or across a public traffic lane or at such other times as directed by the Construction Engineer. A flagger shall be utilized to aid the exit of construction equipment from public traffic lanes to the work area and the entry of construction equipment from the work area to public traffic lanes. Flaggers will be properly dressed and operate in accordance with the latest edition of The State of Texas Manual on Uniform Traffic Control Devices and Section 8.5, “Work Zone Safety – Uniform Construction Barricading”, of the City of Austin Transportation Criteria Manual.

Barricades shall be erected at each and every entry to the Work to notify and warn the public that the area is under private construction and should be entered only at their own risk.

These barricades shall be maintained in a clean and good condition until the Work is accepted, when all may be removed by the Contractor. If at any time during the performance of the Work the Contractor allows these traffic control measures to deteriorate to a condition unacceptable to the Owner, the Contractor will be issued a Written Notice to repair or replace the traffic control measures. If the conditions remain the same or worsen within 1 hour after the Written Notice has been served, the Owner may authorize the Owner's personnel or private contractual personnel to restore the barricades to a safe condition. Continued neglect by the Contractor may result in the suspension of permits and initiation of legal restraints. The Contractor will be required to make monetary restitution for the Owner's personnel or contractual costs for the restoration of the barricades to a safe condition before the Owner will take final acceptance.

Location and Protection of Utilities

The Contractor is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the work area. The Contractor shall exercise due care to locate, mark, uncover or otherwise protect all such lines in the work area.

The Contractor shall not begin work in the area until the One-Call Center has been notified, a One-Call Notification Number issued and the Owner and/or the Contractor can assure that the locations of all lines and utilities are marked.

Upon request, the utility owners shall provide information on the location and grade of water, wastewater, gas, storm sewer, and telephone and electric lines and other utilities in the work area. The availability of such information, however, shall not relieve the Contractor of the obligations hereunder, which shall be primary and non-delegatable. Any such lines damaged by Contractor's operations shall be immediately repaired by the Contractor upon the concurrence of the repair of the utility; or the Owner shall cause damage to be repaired at the Contractor's expense.

Public Right of Way Cut Permits

The use of City or County streets, sidewalks and other public easements by the Contractor shall be subject to and in accordance with City or County ordinances, policies, standards and procedures governing said use of streets, sidewalks and public easements. The Contractor's use of City or County streets, sidewalks and other public easements in nonexclusive and does not establish priority for their use over other franchise holders, permit holders or the City or the County. All work conducted in street rights-of-way or public easements must be covered by a permit issued by the City, County or other appropriate authority. With the exception of any emergency repairs necessary to restore service or to protect the public, all work shall be permitted prior to the start of construction.

Permits will not be issued unless the Contractor can provide a One-call Identification Number. This is accomplished by calling the "One-Call Center". This call will initiate action by the utility owners to respond with the location of utilities and/or appropriate advice.

In accordance with Section 5 of the Utility Criteria Manual, "Cuts in Public Rights-of-Way", the Contractor shall call the Construction Inspection Division of the Department of Public Works to initiate a request for a permit to make a cut in any public right-of-way or easement for areas within the City. When outside the City, a call shall be required to the County Engineer Office of the county in which the work is to be done or TxDOT, if appropriate, in order to request a permit. All requests shall be made during normal hours during the workweek except for Saturdays, Sundays and Holidays.

Cuts in Unaccepted Public Right of Way

If cuts are made in the streets after the curb and gutter or final base lift is in place, the repairs shall be made in accordance with Section 5 of the Utility Criteria Manual, "Cuts in Public Rights-of-Way". Once a street has been paved, no cuts will be allowed. The Inspector shall be notified a minimum of 24 hours prior to repairs being undertaken. Repairs made without proper notification of the Inspector shall be unacceptable and subject to removal and replacement.

Special Conditions

Addenda to Specifications: If bulletins and instructions in the form of Addenda are issued by the Owner during the time of bidding covering changes or special interpretations, they shall become a part of the contract drawings.

Verification of Dimensions: All scaled figured dimensions are given for estimate purposes only. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and sizes, etc., and shall assume full responsibility for the correctness of all such items.

Existing Conditions: New work shall be tied to existing conditions and controls such as sidewalks, street curbs, water lines and pipe. Finished grades shall bear proper relationship to such control. The contractor shall adjust new work as necessary and as directed to meet existing conditions.

Obstructions: If any unknown utilities and obstacles are encountered during the construction period, stop work and immediately contact the Owner before proceeding. Such obstructions shall be removed or relocated or the work adjusted as directed by the Owner. If work proceeds without contacting the Owner, the Contractor shall be held liable for any and all damages.

Closing-In Uninspected Work: The Contractor shall not allow or cause any of his work to be covered up or enclosed until it has been inspected, tested, and approved by the Owner. Should any of the work be enclosed or covered up before such inspection, the work shall be uncovered, inspected, tested and approved, then backfilled as required.

Control of Work

The Owner shall during construction, decide all questions relative to the quality of workmanship and materials furnished.

The Owner shall decide all questions relating to the interpretation of the drawings and specifications and the acceptable fulfillment of the contract.

The Owner shall decide all questions as to compensation based on recommendation by the Contractor.

The Owner reserves the right to increase or decrease the quantity or to omit portions of the work as may be deemed necessary during the progress of the work.

The Contractor shall proceed with the increased, decreased or altered work only upon written order of the Owner and agreement regarding credits or cost increases.

In the event it is necessary to increase, decrease, or alter work, cost adjustments will be made.

The Contractor shall protect the installed playscape equipment from any and all damage. Repair of any damage to the playscape equipment resulting from this work will be the responsibility of the Contractor.

Contractor shall install concrete curb edge.

Contractor shall install filter fabric, pea gravel and PVC drain pipe for drainage.

Contractor shall install specified Engineered Wood Mulch. Rake to proper finished grade.

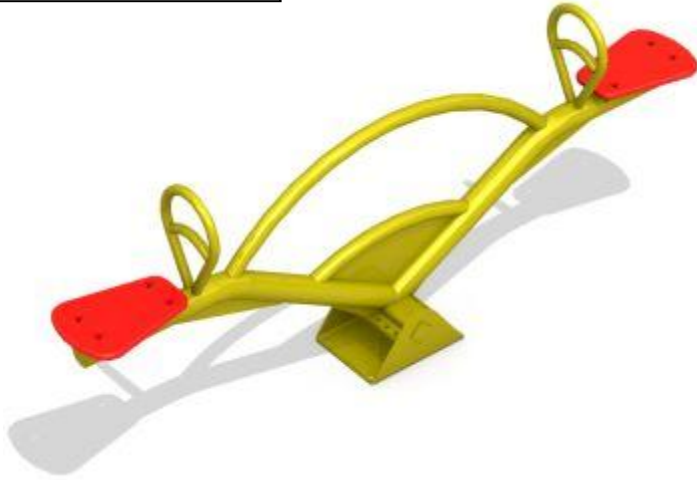
Specifications for Shirley McDonald Playground

Certifications

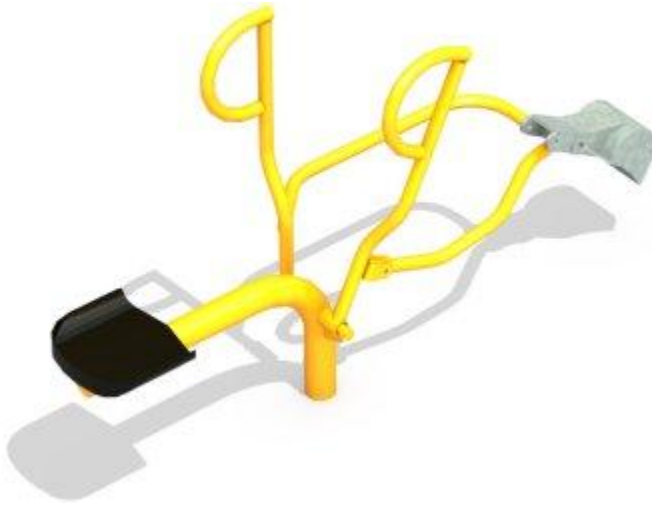
Manufacturer shall be ISO 9001 certified and the designer and factory-certified installer shall be certified by the National Playground Safety Institute. All equipment and installation must, as a minimum, meet the following standards:

1. ADA- Americans with Disabilities Act, most current (ADA 2010) rules for playground access
2. ASTM F1487-11 The (American Society for Testing materials) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
3. ASTM F1292- 13 Standard Specifications for Impact Attenuation Under and Around Playground Equipment Playground surfacing
4. IPEMA - The International Playground Equipment Manufacturers Association (Certification of materials by a third party) Certification must be provided in writing.

Sample photos of types
of equipment



2 seat rocker



Little digger



Little spinner



T-Bar bucket seat swings

PLAYGROUND SAFETY SURFACE SYSTEM

The conditions of the Contract and applicable requirements of the General Conditions and related documents herein shall govern this section.

I. MATERIALS

- A. Engineered Wood Fiber Material: Playground Mulch consists of random sized chips carefully selected from durable hardwood and pine trees with absolutely no leaves, twigs, or other organic matter which hastens decomposition and no wood such as recycled pallets. Size standards to 85% of 3/8" minimum by 1" maximum with an average of 3/8" thickness to comply with Americans with Disabilities Act, uniform wood chip specifications of the Handbook for Public Safety, [REDACTED] and the Consumer Product Safety Commission. (ASTM F2075-10a)
- B. Non-woven Geotextile Fabric: Polyspun 350, a drainage and weed control fabric, is constructed from polyester fibers, spunbond into a swirling, web forming pattern. It has exceptional strength to weight ratio and the natural qualities of polyester provide exceptional ultraviolet stability, and unequaled water and air permeability.

Fabric Properties

Polyspun 350 Gray

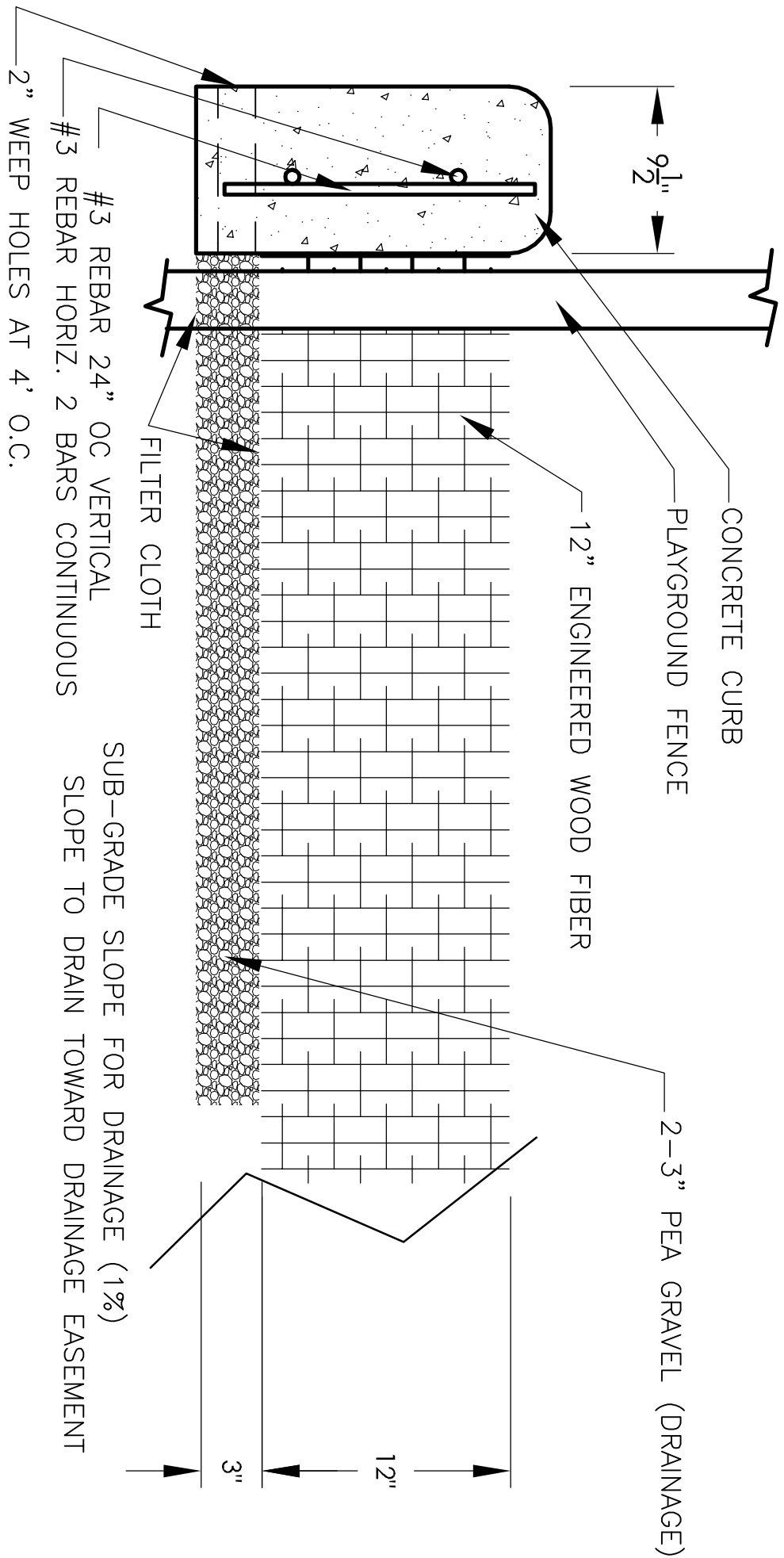
Basis Weight	3.50 oz sq. yd.
Grab Tensile MD/CD	113/115 lbs.
Grab Elongation MD/CD	59 / 63 %
Trapezoidal Tear Strength MD/CD	65 / 53 lbs.
Water Flow Rate	300 gal/per min./sq.ft.
Permittivity	2.09 SEC-1
AOS	60
Puncture	45.1 lbs.
Burst Strength	130 psi

- C. Playscape Drainage: Drainage of the playscape area shall be accomplished via a 3 inch layer of clean pea gravel installed beneath the Engineered Wood Fiber material. Subgrade shall slope to drain toward adjacent drainage easement and a 3 inch-Sch 40 PVC pipe shall provide drainage of the playscape area to the drainage easement.

D. Edge Restraint: The playscape area shall be edged by a concrete curb as per the details and drawings.

II. Execution:

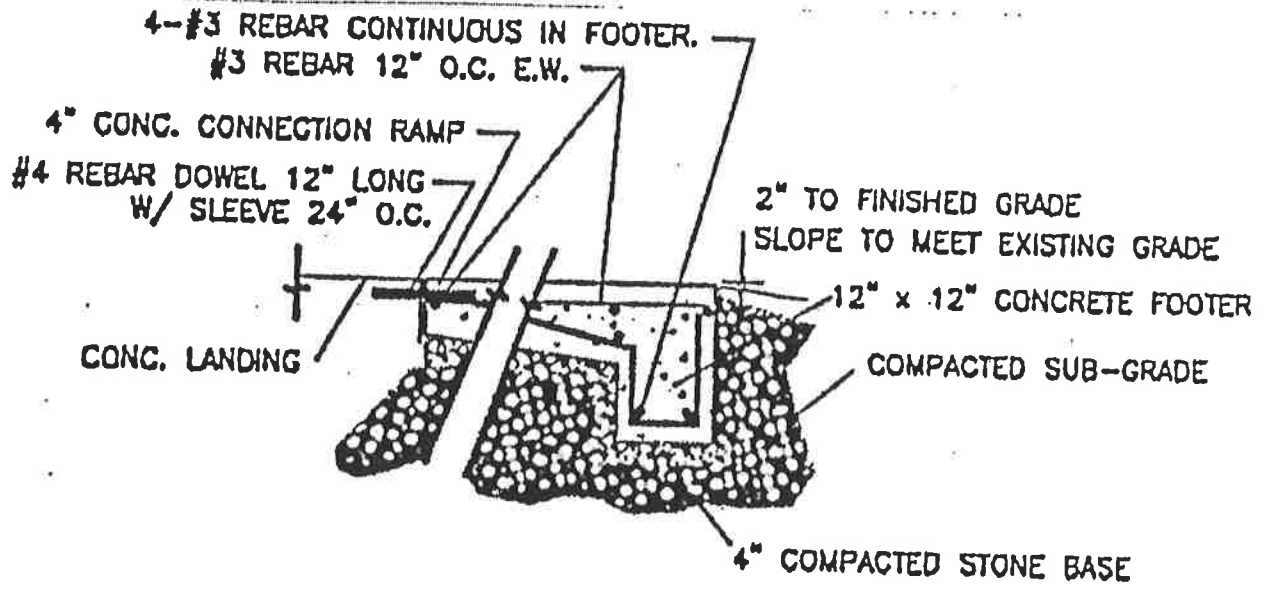
- A. Installation of the playscape equipment will be ^{prior to new surface} ~~_____~~ materials installation.
- B. Protect the installed ^{and existing} playscape equipment from any and all damage. Repair of any damage to the playscape equipment resulting from this work will be the responsibility of this contractor.
- C. Excavate the playscape area as described in the drawings and details. Slope subgrade to drain toward the nearby drainage easement.
- D. Install concrete curb edge.
- E. Install ^{filter} ~~_____~~ fabric, pea gravel and PVC drain pipe for drainage.
- F. Install specified Engineered Wood Mulch. Rake to proper finished grade.



9 CURB & DRAINAGE DETAIL AT PLAYSCAPE

L-5

Not to Scale



10 CONNECTION RAMP
 L-5 Not to Scale

Slope down the ramp may not be greater than 5 degrees.
 Slope across the ramp may not be greater than 2 degrees.

Exhibit "C"

Questionnaire and Information Form

OFFEROR QUESTIONNAIRE AND INFORMATION FORM

Offeror MUST complete this form in its entirety. If a question is not applicable, Offeror should state "not applicable".

BUSINESS AND CONTACT INFORMATION

Business Name: _____ Federal Tax ID # _____

Address: _____ City/State/Zip: _____

Contact Name: _____ Phone #: _____ Fax #: _____

E-Mail: _____ Web Site: _____

Number of Years been in Business: _____

Type of Business Entity: Corporation LLC LP LLP Other _____

In What State & Year Did Business Organize in Your Current Structure: _____

Full Legal Name of Parent or Holding Company, if any: _____

(Note: if there are several tiers of ownership, attach a corporate organizational chart)

Services Provided by Business: _____

CONTRACT INFORMATION/PERFORMANCE

In the past three (3) years, has Business:

- (a) Been engaged in any litigation? Yes No If yes, attach explanation.
- (b) Completed all contracts it was awarded? Yes No If no, attach details.
- (c) Been awarded a bonus for early completion of work? Yes No If yes, attach details.
- (d) Defaulted on a contract? Yes No If yes, attach details.
- (e) Been assessed liquidated damages? Yes No If yes, attach details.

The undersigned Offeror declares: (a) that it has reviewed and agrees to the Terms and Conditions, Scope of Work, and all other documents herein; (b) that through its authorized personnel it has personally examined the location of the proposed work and has determined the amount and character of the proposed work and the supervision, labor, tools, material as identified, and equipment, necessary to complete the same in compliance with the specifications and contract documents (if applicable); and (c) that Offeror has no conflict of interest, as defined in the RFP.

SIGNATURE: _____ **TITLE:** _____

PRINTED NAME: _____ **DATE:** _____

Exhibit D

AGREEMENT FOR SHIRLEY MCDONALD PLAYGROUND EQUIPMENT

This Agreement For Shirley McDonald Playground (this "Agreement") is entered into by and between Brushy Creek Municipal Utility District, a Texas conservation and reclamation district created and operating under Chapters 49 and 54 of the Texas Water Code, as amended ("BCMUD"), and _____, a Texas _____ ("Contractor"). Together, BCMUD and Contractor are referred to herein as the "Parties."

WHEREAS, BCMUD seeks to engage Contractor to furnish and install the Shirley McDonald Playground equipment; and

WHEREAS, Contractor desires to furnish and install the Shirley McDonald Playground equipment for BCMUD, according to the terms and conditions set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, it is agreed as follows:

1. Scope of Work.

- a. **The Work.** Contractor hereby contracts and agrees to furnish and install playground equipment ("the Work") at Shirley McDonald Park the ("Property") in accordance with certain plans and specifications (the "Plans") attached hereto. In the event of any conflict between the terms and conditions of this Agreement, the Plans or any bidding documents, the terms and conditions of this Agreement shall control.
- b. **Changes in the Work.** BCMUD, without invalidating this Agreement, may order changes in the Work, consisting of additions, deletions or other revisions. Such changes in the work shall be authorized by written change order signed by BCMUD's authorized representative and Contractor ("Change Order"). The cost or credit to BCMUD from a change in the Work, together with any revisions to the completion date, shall be determined by mutual agreement between BCMUD and Contractor. Additionally, BCMUD has the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Completion Date and not inconsistent with the intent of this Agreement ("Construction Change Directive"). Such changes shall be effected by written Construction Change Directive and shall be binding on BCMUD and Contractor unless Contractor timely delivers a written objection to BCMUD reasonably disclosing the basis for its objection, no later than three (3) business days after its receipt of the Construction Change Directive. Contractor shall carry out such written Change Orders and Construction Change Directives promptly. No change in the Work, the Contract Sum, the Completion Date, or any other obligations of the Contractor under the Agreement shall be authorized and enforceable except pursuant to a duly executed Change Order, a binding Construction Change Directive, or a Modification to the Agreement.

2. Time of Completion.

- a. **Completion Time.** The Contractor shall achieve Substantial Completion of the Work within _____ days after the date of commencement of construction. The Contractor shall achieve Final Completion of the Work, as that term is defined herein, within thirty (30) days after the date of Substantial Completion. The commencement date shall be defined as the date of commencement of work, as set forth in a "Notice to Proceed" to be issued by BCMUD to Contractor after execution of this Agreement and the Plans by the Parties.
- b. **Substantial Completion.** Substantial Completion of the Work is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Plans so that BCMUD can utilize the Work for its intended use.
- c. **Final Completion.** Final Completion of the Work (sometimes referred to as "Completion of the Work") means the actual completion of the Work, including any extras or change orders reasonably required or contemplated under this Agreement, other than warranty work or replacement or repair of the Work performed under the Contract.
- d. **Time of Performance.** Time is of the essence of this Agreement and with regard to Contractor's performance of the Work. Contractor shall commence and proceed with its performance of the Work with reasonable diligence.

BCMUD shall not dictate or determine the schedule of the working hours of Contractor; provided, however, that BCMUD may restrict the times during which Contractor accesses and performs Work on the Property and any portions thereof to normal working hours and days, consistent with written holiday schedules and policies of BCMUD which will be furnished to Contractor upon request.

- e. **Extensions of Time and Limitations of Delay Damages.** If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes or unusual delays in deliveries (to the extent not avoidable or caused by the Contractor), fire or other unavoidable casualties, abnormal adverse weather conditions not reasonably anticipated, or any other causes that Contractor could not reasonably avoid, then the date required for Completion shall be extended by Change Order for such reasonable time. In the event that, as a result of all such delays, other than those caused by BCMUD's intentional interference, the required date of Completion is extended for a period beyond thirty (30) days from the required date of Completion, if any, the fixed or maximum amount of compensation, if any, shall be equitably adjusted to reflect the actual, direct, and reasonable costs incurred by the Contractor as a result of such excess delay. An extension of time and the recovery expressly provided herein shall be the Contractor's sole remedy for any delay in the Contractor's commencement or progress of the Work, unless the delay shall have been caused by acts constituting intentional interference by BCMUD, and then, only to the extent that such acts continue after the Contractor has provided written notice to BCMUD of such interference. BCMUD's reasonable exercise of any of its rights or remedies under this Agreement, regardless of the extent or frequency, shall not under any circumstances be construed as intentional interference with the Contractor's performance of the Work.

3. Performance by Contractor.

- a. **Contractor's General Obligations.** Contractor agrees to perform the Work diligently, using the Contractor's best skill and attention, and in compliance with the highest applicable industry standards.
- b. **Review of Field Conditions by Contractor.** Contractor agrees and acknowledges that it has carefully examined the Property, has adequately investigated the nature and conditions of the Property, has familiarized itself with conditions affecting the difficulty of the Work, and has agreed to the Work based on its own examination, investigation, and evaluation, and not in reliance upon any opinions or representations of BCMUD or any other party.
- c. **Labor and Materials.** Unless otherwise agreed to in writing by BCMUD, Contractor shall furnish at its own cost and expense all services, labor, materials, equipment, tools, transportation, facilities, and all other things necessary for the proper execution and completion of the Work.
- d. **Supervision and Construction Procedures; Safety.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Contractor shall be responsible to BCMUD for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and any other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons present on the Property or performing the Work, (b) the materials and equipment used in the performance of the Work, and (c) other real and personal property at the site or adjacent thereto.
- e. **Compliance with Laws.** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to the performance of the Work, including those bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable for and for which Contractor is responsible hereunder, except for damage or loss attributable to acts or omissions of BCMUD and not attributable to the fault or negligence of Contractor.
- f. **Payment to Subcontractors.** Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from BCMUD, out of the amount paid to Contractor on account of such subcontractor's or supplier's portion of the Work, the amount to which such subcontractor or supplier is entitled, reflecting percentages actually retained from payments to Contractor on account of such subcontractor's or supplier's portion of the Work. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner. BCMUD shall have no obligation to pay or see to the payment of money

to a subcontractor or supplier except as may otherwise be required by law. Contractor is to follow the Texas Government Code Section 2258.021 providing that any worker employed by or on behalf of a political subdivision of the State of Texas shall be paid not less than “the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed.”

- g. **Warranties of the Work; Correction of Defective Work.** Contractor warrants to BCMUD that materials and equipment furnished in the performance of the Work will be of good quality and new unless otherwise required or permitted by BCMUD, that the performance of the Work will be free from defects not inherent in the quality required or permitted and that the performance of the Work will comply with applicable laws and regulations. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties shall commence on the Completion Date. Contractor shall promptly correct any Work determined by BCMUD to be defective or to fail to conform to the requirements of this Agreement, whether discovered before or after the Completion Date. Costs of correcting such defective or nonconforming Work shall be at Contractor’s expense. In addition to the foregoing, if, within one year after the date for commencement of warranties established herein, any of the Work is deemed by BCMUD not to be in accordance with the requirements of this Agreement; Contractor shall correct it promptly after receipt of written notice from BCMUD to do so. If Contractor fails to correct defective or non-conforming Work within a reasonable time, BCMUD may correct such defective or non-conforming Work and may deduct the reasonable cost thereof from any payment then or thereafter due contractor. Additionally, Contractor agrees to assign to BCMUD, as a condition of final payment hereunder, any and all manufacturer’s warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer’s warranties. The foregoing warranty provisions are in addition to any set forth in the attached plans and specifications.
- h. **Licenses, Permits, and Fees.** Contractor shall be responsible for obtaining any and all licenses and any other legal, statutory and regulatory qualifications, permits and approvals for Contractor and Agents, so that Contractor may perform the Work in full and complete compliance with the legal, statutory and regulatory requirements of Texas and each other applicable jurisdiction. Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations, which are now or may become applicable to the Services. Unless the Parties agree, BCMUD shall pay the fee for any required building permit and any other governmental fee required for the proper execution and completion of the Work, including fees for inspections.
- i. **Cleaning Up.** Contractor shall keep the Property site and surrounding area free from waste materials, packaging, and other debris or rubbish accumulated in connection with the Construction Work by collecting and removing such waste materials, packaging, and other debris or rubbish from the Property site or placing it in locations designated by BCMUD on a daily basis. At completion of the Construction Work, Contractor shall remove from and about the job site and surrounding area waste materials, rubbish, Contractor’s tools, construction equipment, machinery, and surplus material. Failure to comply with the clean up requirements set forth in this Contract shall constitute a breach of this Agreement and violation of the Districts rules.
- j. **Contractor’s Representations and Additional Warranties.** Contractor represents and warrants to BCMUD that, with respect to Contractor and each of the Agents:

 - i. Contractor and Agents are authorized and licensed, if applicable, to perform the Work, or their respective portion thereof, in Texas and any other applicable jurisdiction;
 - ii. Contractor has the full right, power, legal capacity and authority to enter into, execute and deliver this Agreement and to perform the obligations to be performed by Contractor or Agents hereunder;
 - iii. Contractor and Agents are not parties to or bound by any agreement or contract or subject to any restrictions that would prevent the Contractor or Agents from entering into and performing the obligations under this Agreement; and
 - iv. Contractor understands the restrictions imposed on the handling of construction payments received by BCMUD pursuant to Chapter 162 of the Texas Property Code (the “Construction Trust Fund Statute”) and that it will fully comply with these provisions in the handling of all payments made by BCMUD to the Contractor pursuant to this Agreement.

4. **Payment.** Payment for the Work shall be made to Contractor by BCMUD upon completion of the Shirley McDonald Park playground equipment installation.
5. **Termination.** This Agreement will continue in effect unless terminated by either Party as provided herein below.
 - a. **Termination of the Agreement by BCMUD.** BCMUD may terminate the Agreement at any time for convenience (without cause) or for cause (due to Contractor's material breach). BCMUD may terminate the Agreement immediately following delivery of a written notice of termination to Contractor. If termination is for cause, at BCMUDs sole option, Contractor may be given time to cure such breach as specified in the notice, after which the Agreement will terminate immediately if the breach is not cured. Upon receipt of BCMUDs notice of termination, Contractor shall stop all work immediately but, unless expressly directed in writing by BCMUD to the contrary, shall take such actions reasonably necessary for the protection and preservation of the Work. In the event of termination for cause, BCMUD may take possession of the Property Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, require Contractor to assign its subcontracts to BCMUD, and may finish the Work by whatever reasonable method BCMUD may deem expedient. Contractor shall not be entitled to any further payment except to the extent of any amount by which the Work completed or installed by Contractor prior to termination and not previously paid for by BCMUD exceeds the amount due by Contractor to BCMUD, including all damages which BCMUD is entitled to recover against Contractor for breach of the Agreement. In the event that termination is for convenience, Contractor shall be paid for (a) the Work properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor) and (b) the actual, reasonable costs necessarily incurred by Contractor to protect the Work following the termination as required herein. BCMUD shall not be responsible for damages or recoveries arising from the termination of the Agreement except as expressly provided herein.
 - b. **Termination of the Agreement by Contractor.** Contractor may terminate the Agreement only for cause (due to BCMUDs material breach). Contractor may deliver a written notice of termination of the Agreement to BCMUD setting forth in reasonable detail the basis for such termination and providing BCMUD with a period of not less than ten (10) calendar days to cure such default. If BCMUD fails to cure the default within the time period stated in the initial notice of termination letter, Contractor may terminate the Agreement no less than five (5) calendar days following delivery of a final notice of termination letter to BCMUD. Contractor access to the Property Site shall cease upon the effective termination of the Agreement; however, prior to leaving the Property Site, Contractor shall take such actions reasonably necessary for the protection and preservation of the Work. In the event of Contractor's termination for cause, Contractor shall be entitled to recover (a) payment for the Work properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor) and (b) the actual, reasonable costs necessarily incurred by Contractor to protect the Work following the termination as required herein, demobilize Contractor's workforce, and cancel Contractor's subcontracts. BCMUD shall not be responsible for damages or recoveries arising from the termination of the Agreement except as expressly provided herein.
 - c. **Survival of Obligations following Termination.** Except as may be expressly agreed in writing by the Parties, all warranty obligations or other obligations of the Contractor to complete or repair defective Work arising under the Agreement shall survive any termination of such Agreement (other than Contractor's termination of the Agreement for cause). Further, in the event of termination for any reason and by any Party, Contractor agrees to comply with BCMUD directives regarding the return of all materials and equipment purchased by BCMUD. Contractor shall provide reasonable cooperation to BCMUD in effecting a smooth and orderly transition of all matters that were being handled by Contractor prior to termination. All records, including all documents, articles or items that may be supplied by BCMUD to Contractor or Agents, shall be and remain the sole and exclusive property of BCMUD and shall be surrendered to it upon demand (and, in any event, within five (5) days of termination). Upon the termination of the Agreement (or this Agreement) or upon the demand of BCMUD prior to termination, Contractor shall immediately deliver to BCMUD at such place or places as may be designated by it, any and all other property of BCMUD in its possession or under its control.
6. **Relationship of Parties.** The Parties understand and agree that Contractor shall provide the Services to BCMUD as a non-exclusive independent contractor, with all of its attendant rights and liabilities, and not as an agent or employee of BCMUD. Nothing in the Agreement or otherwise is intended or will be construed to create a joint venture, partnership, employment or similar relationship. Neither Contractor nor any of Contractor's employees, representatives or agents will be deemed to be employed by BCMUD or be eligible for any employee benefits from BCMUD and, except as may be required by lawful authority, BCMUD will make no deductions or payment for taxes, insurance, bonds or other sums. The name "BCMUD" may not be used by Contractor in any manner tending to give the impression that any authority has been delegated to Contractor or Agents other than that as an independent contractor. Neither Party shall have the authority to

bind the other to any contract or agreement whatsoever. Nothing in the Agreement shall be interpreted as authorizing Contractor or Agents to act for BCMUD in the collection of money, extension of credit, acceptance of service of process, or to make any commitment that would bind BCMUD to any contract or agreement. Contractor has sole authority and responsibility to hire, fire and otherwise controls its employees and neither Contractor nor its employees are employees of BCMUD. Contractor acknowledges and agrees that nothing herein shall entitle or render Contractor eligible to participate in any benefits or privileges provided by BCMUD for its employees.

7. **Taxes.** Contractor agrees to timely withhold and pay all taxes and fees assessed on Contractor or required of Contractor to pay or withhold to, for, or with respect to Agents or any other person in connection with or incident to the performance of the Agreement, by the United States, any state and any governmental agency, as well as unemployment compensation insurance, social security, or any other taxes upon Contractor and Agents. Contractor agrees to require the same agreements and be liable for any breach of such agreements by any of the Agents. Contractor acknowledges that Contractor is responsible for payment of all income taxes, including estimated quarterly payments. Contractor shall pay all sales tax for taxable materials and labor or services (to the extent such labor or services are taxable) purchased by or furnished to Contractor by its subcontractors and suppliers. All subcontracts shall be separated so that no sales tax is incurred, charged or paid on non-taxable labor or services.
8. **Insurance.** As an independent contractor, Contractor acknowledges that it is solely responsible for providing its own insurance coverage, including, but not limited to, unemployment compensation and workers' compensation to its employees, and that such coverage shall be maintained by Contractor in the statutory limits which are presently in effect or which may be in effect in each of the applicable jurisdictions where Contractor will perform the Work. Without limiting the foregoing, Contractor shall, at Contractor's sole cost and expense, maintain the following insurance with insurers satisfactory to BCMUD and with limits no less than those states as follows:
 - a. Statutory Workers Compensation Insurance (statutory coverage) and Employer's Liability insurance with limits of not less than \$500,000 per occurrence. Such policy shall be endorsed to name BCMUD as "alternate employer" to prevent Contractor's workers' compensation carrier from denying coverage based on a claim of employment status. Such alternate employer endorsement shall not imply an employer/employee relationship the Parties. Contractor hereby waives all claims and causes of action against BCMUD for any and all injuries suffered by Agents;
 - b. Commercial General Liability insurance providing coverage against liability arising out of or based on any act, error or omission of Contractor or any of the Agents under this Agreement, with limits of not less than \$500,00 for each occurrence of bodily injury and property damage liability, \$1,000,000 general aggregate and products/completed operations coverage; and
 - c. Business Automobile Liability insurance with a limit of not less than \$500,000 per occurrence for bodily injury and property damage liability written to cover all owned, hired and non-owned automobiles arising out of the use thereof by or on behalf of the Contractor and Agents.

All such insurance shall be primary. All policies shall include a waiver of subrogation in favor of BCMUD, and all policies shall require at least thirty (30) days prior written notice to BCMUD of any intention to cancel, terminate or reduce coverage provided thereby. BCMUD shall be named as additional insureds on the commercial general liability and business automobile liability policies. Prior to the commencement of the Work, Contractor shall furnish to BCMUD a Certificate of Insurance, endorsements, or evidence of coverage signed by authorized representatives of the companies providing the coverage required under the terms of the Agreement. Upon request and without expense to BCMUD, Contractor shall furnish BCMUD with certified copies of said insurance policies signed by authorized representatives of the insurance companies. Failure to secure the insurance coverages, or the failure to comply fully with any of the insurance provisions of the Agreement as may be necessary to carry out the terms and provisions of the Agreement shall be deemed to be a material breach of the Agreement. The lack of insurance coverage does not reduce or limit Contractor's responsibility to indemnify BCMUD as set forth in the Agreement. Any and all deductibles and premiums associated with the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor. BCMUD reserves the right to review the insurance coverage requirements of the Agreement. Contractor shall require similar insurance levels from its sub-contractors and other Agents.

9. **Indemnity.**
 - a. **General Indemnification.** CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BCMUD OR ANY OF BCMUDS EMPLOYEES, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, AGENTS, AFFILIATES OR REPRESENTATIVES (COLLECTIVELY "BCMUD REPRESENTATIVES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, ACTIONS, JUDGMENTS,

SETTLEMENTS, PENALTIES, LOSSES, COSTS, DAMAGES, FINES OR EXPENSES OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCURRED BY BCMUD OR BCMUD REPRESENTATIVES WHICH ARISE OUT OF: (1) ANY ACTS, ERRORS, OMISSIONS, OR NEGLIGENCE OF CONTRACTOR OR AGENTS, OR OTHER INDIVIDUALS FOR WHOM CONTRACTOR IS LIABLE; (2) THE WORK PERFORMED HEREUNDER; (3) THE BREACH OF OR THE PERFORMANCE OF THE AGREEMENT BY CONTRACTOR; OR (4) ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST BCMUD OR BCMUD REPRESENTATIVES BY ANY THIRD PARTY OR BY AGENTS ARISING FROM CONTRACTOR'S EMPLOYMENT OF, OR THE ACTS OR OMISSIONS OF ANY OF THE AGENTS, EXCEPT TO THE EXTENT THAT A CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF BCMUD OR BCMUD REPRESENTATIVES. THE FOREGOING INDEMNITY IS INTENDED TO COVER ANY NEGLIGENCE OF BCMUD OR THE BCMUD REPRESENTATIVES OTHER THAN GROSS NEGLIGENCE AND WILLFUL OR KNOWING ACTS. THIS PROVISION RELATING TO INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND MAY BE ENFORCED BY BCMUD, OR ITS SUCCESSORS OR ASSIGNS.

- b. **Indemnification for Lien Claims.** Contractor shall indemnify BCMUD and BCMUD Representatives against all lien claims and bond claims, including expenses, costs of bonds to remove liens, and attorneys' fees related to such claims, which may be asserted by mechanics, material men, suppliers, subcontractors or equipment lessors of Contractor or its Agents or anyone claiming under any of them. In the event liens are placed on the Work or the Property, Contractor shall immediately obtain a bond to remove such lien, or provide such other alternative security as BCMUD deems appropriate. If bond claims or lien claims are filed by any subcontractors, material men, suppliers, mechanics or equipment lessors of Contractor or its Agents, BCMUD shall have the right to suspend payments to Contractor and either hold money due Contractor or, if satisfactory security is not timely furnished, make payments to said claimants and charge the payments against Contractor.
- c. **Indemnification for Defense Costs.** Contractor's obligation to indemnify BCMUD and BCMUD Representatives against any attorneys' fees or other costs or expenses incurred by BCMUD and BCMUD Representatives in connection with the defense of any claims or causes of action within the scope of this Section 9 shall be construed as a separate item of indemnification which shall be an absolute obligation of Contractor even if such claims or causes of action are invalid or groundless.

10. **Dispute Resolution/Mediation.** The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes which may arise under the Agreement. The Parties agree that all disputes arising out of or relating to the Agreement (other than those relating to use or disclosure of Confidential Information), which cannot be resolved through informal conference will be submitted to mediation.

11. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, or by facsimile transmission, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section 12 of a change of address or other information provided herein:

If to BCMUD:

Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, TX 78681
Attn: Mike Petter, General Manager
Telephone: (512) 255-7871
Fax: (512) 255-0332

If to the Contractor:

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above. Confirmation of receipt of any facsimile sent must be received in order to presume that the transmission was received.

12. General Provisions.

- a. **Assignment.** This Agreement and Contractor’s obligation and duties to BCMUD hereunder are not transferable or assignable by Contractor. This Agreement may be assigned by BCMUD at any time, provided that, unless the Parties otherwise agree in writing, BCMUD shall remain financially responsible for any payments required to be made hereunder to Contractor. BCMUD will provide Contractor with notice of such assignment, if any.
- b. **Waiver.** Failure of BCMUD at any time to enforce any provisions of this Agreement shall not be construed to be a waiver or relinquishment of BCMUDs rights granted hereunder or of the future performance of such provision, and the obligations of Contractor with respect thereto shall continue in full force and effect. No provision of this Agreement will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party giving the waiver or consent.
- c. **Choice of Law.** This Agreement is made under, and will be enforced and construed in accordance with the laws of the State of Texas. All claims, disputes or causes of action arising hereunder will be resolved pursuant to Section 10 of this Agreement. Should, for any reason whatsoever, any claim, dispute, or cause of action fail to be resolved pursuant to Section 10 of this Agreement, such claim, dispute, or cause of action shall be filed in the court of competent jurisdiction in Williamson County, Texas, which venue shall be exclusive.
- d. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one of the same Agreements. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last signatory hereto.

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OWNER:

Brushy Creek Municipal Utility District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

District Secretary: _____

EXHIBIT B

Specifications for Shirley McDonald Playground

Playground Equipment

- All equipment: Recommended for ages 2-5 years

Free Standing Events

- 3 Free Standing Events & 1 set of swings:
 - One Little Digger Event
 - One Spinner-type Event for multiple children
 - One 2-seat Rocker Event
 - Two total Bucket Seat T-Post Style Swings
 - Age appropriate signage must be added to the new equipment area
 - Stickers must be applied to equipment indicating the correct depth required for the engineered wood fiber under the equipment

Equipment Specifications:

ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use

ASTM F1292 -13 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment

ASTM F2075 – 10a Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment

ASTM F1951 -14 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment

ASTM F2223 – 10 Standard Guide for ASTM Standards on Playground Surfacing

See the following photos/renderings for SAMPLES-TYPES of desired equipment. Vendor shall submit photos or renderings of the EXACT free standing events that Vendor is proposing in the pricing.

Specifications for Shirley McDonald Park Playground

Concrete Work

Vendor shall furnish concrete and other related materials to construct the curbing/edging and access ramps, including the excavation and removal of any old structure encountered or portions thereof, disposal of surplus excavated material and backfilling around the completed work as indicated or directed by Owner. Vendor must connect the access ramp to the existing sidewalk to provide full access from the parking lot to the new equipment. This work will include the furnishing of all materials, excavation, backfill, forming, transporting, placing, finishing and for all equipment, tools, labor and incidentals necessary to place the concrete as specified. Entry ramp to playscape must have less than 5% slope on the run of the ramp and less than 2% across the surface to meet ADA Specifications.

A. Playground Edging

- Sufficient border material (curb details) to encompass the use zone of the composite structure and freestanding events is required. The curbing should be 9.5” wide by 18” high. See the attached Exhibits, Edging and Ramp Concrete Work, and Curb and Drainage Detail.
 - Portland Cement:
 - ASTM C 150, Type 1
 - Compressive strength: 3,000 psi at 28 days
 - Maximum size of aggregate: 1-1/2 inch
 - Slump 2-4 inches
 - Sand: ASTM C 144, Natural
 - Crushed Stone Base: Clean gravel or crushed rock conforming to requirements for granular fill.
 - Water: Free from matter that could impair suitability for use in mortar
 - Hydrated Lime: ASTM C 207, Type S
 - #3 and #4 Rebar
 - 6 x 6-inch #10 welded wire mesh
 - Expansion joint filler: ½ inch thick preformed asphalt-impregnated expansion joint material or equal

B. Ramp to Playground

- Must meet ADA Requirements. See attached Exhibits describing Concrete Work and Connection Ramp Detail. Vendor must connect the access ramp to the existing sidewalk to provide full access from the parking lot to the new equipment. This work will include the furnishing of all materials, excavation, backfill, forming, transporting, placing, finishing and for all equipment, tools, labor and incidentals necessary to place the concrete ramp. Entry ramp to

playscape must have less than 5% slope on the run of the ramp and less than 2% across the surface to meet ADA Specifications.

CONSTRUCTION METHODS

Concrete curbing shall be finished in a manner approved by the Owner. In hot weather, concrete shall be kept moist until it has set. No concrete work will be done when the temperature is below 40 degrees F in the shade and all work may be suspended during freezing or undesirable weather. All finished work shall be protected from damage. Chipped or damaged work shall be satisfactorily repaired or replaced. Concrete curbing shall be constructed at such places as indicated or as designated by the Owner, in accordance with these plans and specifications and in conformity with the lines, grades, depth and other details shown on the pertinent typical sections.

Concrete curbing which is to be placed within 5 feet of the drip line of an existing or proposed tree shall have a vapor barrier, composed of 6 mil black polyethylene film, installed to prevent leaching of lime into the Critical Root Zone of the tree.

Prior to placing any concrete material, the formwork and excavation shall be checked for proper grades, cross-slope and with proper consideration being given for drainage. The finished surface shall be even and level with a uniform finish.

EXECUTION

1. Excavation and Backfill- Excavate and backfill in accordance with the details specified in this section.
2. Placing Crushed Stone Base
 - a. After subgrade for curbs is compacted and at a proper grade, spread at least 4 inches of granular fill and compact to at least 95 percent of maximum density.
 - b. Sprinkle with water and compact by rolling or other method.
 - c. Top of compact granular fill shall be at proper level to receive concrete.
3. Setting Forms
 - a. Construct forms to the shape, lines, grades and dimensions call for in the drawings.
 - b. Stake wood or metal forms securely in place, true to line and grade.
 - c. Brace forms to prevent change of shape or movement in any direction resulting from the weight of the concrete during placement.
 - d. Construct short-radius curved forms to exact radius.
 - e. Tops of forms shall not depart from grade line more than ½ inch when checked with a 10-foot straightedge.
 - f. Alignment of straight sections shall not vary more than 1/8 inch in 10 feet.
 - g. Forms shall be cleaned and oiled thoroughly after each use and before concrete is placed.

4. Placement of Expansion Joints
 - a. At intervals not exceeding 15 feet
 - b. At flatwork connection to vertical wall or footing
5. Reinforcing
 - a. Shall be per the details using #3 and #4 rebar and 6" x 6" welded wire mesh
6. Drainage
 - a. Place 2" PVC weep holes at 4' on center in curb as shown in detail
7. Concrete
 - a. Thickness of flatwork shall be a minimum of 6 inches for footing and 9-1/2 inches for curb thickness as shown in the drawings, with a turned-down edge where not adjacent to a vertical wall or footing. Concrete shall be placed true to grade and cross-sloped (maximum 2%) to insure that ponding of water will not occur.
 - b. Place, process, finish and cure concrete in conformance with this section and the drawings
8. Finish
 - a. Broom surface with fine hair broom and right angles to length of walk and tool at all edges, joints and markings
9. Curing
 - a. Upon completion of finishing, apply an approved curing compound to exposed surfaces.
 - b. Protect concrete from damage for a period of 7 days.

CLEAN UP AND SUBSTANTIAL COMPLETION

All areas shall be kept in neat and orderly condition at all times. Prior to substantial completion inspection, clean up the entire area of work to the satisfaction of the Owner.

Inspection of the work will be made at the Contractor's request. Written requests for inspection shall be submitted to the Owner at least three (3) days prior to the anticipated inspection date.

Upon completion of the work, the Contractor will provide three (3) full sets of up-to-date as-built drawings to the Owner.

Specifications for Shirley McDonald Playground

Playground Surface Specifications

A. Subgrade

Cover the excavated surface to a 3-inch depth of clean, washed pea gravel (1/2" to 3/4") stone for playscape drainage. This pea gravel is to be installed between a layer of geo textile fabric and then Engineered Wood Fiber material (Specifications in Section C below). Subgrade shall slope to drain toward the site's natural slope and through the drainage weep hold pipes installed in the concrete curb.

B. Fabric Cloth

Non-woven Geotextile Fabric: Polyspun 350 (specifications below), a drainage and weed control fabric, constructed from polyester fibers, spunbond into a swirling, web forming pattern shall be installed on top of and below the pea gravel.

<i>Fabric Properties</i>	<i>Polyspun 350 Gray</i>
Basis Weight	3.50 oz sq. yd.
Grab Tensile MD/CD	113/115 lbs.
Grab Elongation MD/CD	59/63%
Trapezoidal Tear Strength MD/CD	65/53 lbs.
Water Flow Rate	300 gal/per min./sq.ft.
Permittivity	2.09 SEC-1
AOS	60
Puncture	45.1 obs.
Burst Strength	130 psi

C. Engineered Wood Fiber

Engineered Wood Fiber Material: The engineered wood fiber shall be installed on top of the fabric cloth to the levels indicated on the playground structure, no less than 12" deep. Playground Mulch consists of random sized chips carefully selected from durable hardwood and pine trees with absolutely no leaves, twigs, or other organic matter which hastens decomposition and no wood such as recycled pallets. Size standards to 85% of 3/8" minimum by 1" maximum with an average of 3/8" thickness to comply with Americans with Disabilities Act, uniform wood chip specifications of the Handbook for Public Safety, ASTM F2075-10a and the Consumer Product Safety Commission.

Specifications for Shirley McDonald Playground

General Construction Notes

The conditions of the Contract and applicable requirements of the General Conditions and related documents herein shall govern this section.

Safety Precautions and Programs

The Contractor shall be responsible for initiating and maintaining all safety precautions and programs in connection with the Work.

Safety of Persons and Property

The Contractor shall undertake all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All of the Work and all materials and equipment to be incorporated therein, whether in storage on-site, under the care, custody or control of the Owner/Developer, the Contractor or any Subcontractors; and
3. Other property at the site, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures, and/or utilities not designated for removal, relocation or replacement in the course of the construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of all public authorities having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall be responsible for: (a) the erection and maintenance of all reasonable safeguards for safety and protection, as required by existing conditions and progress of the work, including the posting of danger signs and other warnings against hazards; (b) promulgating safety regulations and (c) notifying owners of adjacent utilities of potential dangers caused by this work.

Protection of Adjoining Property

The Contractor shall be responsible for and shall require the Sub-Contractor(s) to undertake proper means to protect Owner's property remaining at the work site, the adjacent or adjoining property, or any private properties, encountered in any way, which might be injured or seriously affected by any process of construction of the Work from any damage or injury by reason of said process of construction. The Contractor shall be liable for any and all claims of such damage on account of the Contractor's failure to fully protect Owner's property remaining at the work site, all adjoining property, or any private properties encountered in any way. The Contractor shall agree to indemnify, save and hold harmless the Owner, its agents and employees against any claim or claims for damages due to any injury to Owner's property remaining at the work site, any adjacent or adjoining property arising or growing out of the performance of the Work

regardless of whether or not the damage or injury is caused in part by a party indemnified hereunder.

Public Safety and Convenience

The safety of the public shall be regarded as of prime importance. All portions of the existing public streets adjacent to the Work shall be kept open and shall provide a smooth, safe and comfortable ride to the traffic. It shall be the responsibility of the Contractor to ensure that two-way traffic may safely bypass the construction site and that access is provided to abutting private property. If the street is a one-way street, the Contractor shall ensure that one lane of travel remains available. Contractor shall be responsible for securing any permits or approvals from all regulatory authorities for any road closures or barricades.

The Contractor shall be required to plan and execute its operations in a manner that will cause the minimum interference with public traffic and shall require that the Contractor place and maintain in good condition standard barricades at each and all entrances to the Work and at other locations where traffic is rerouted or blocked from using regular public traffic lanes. Barricades and warning signs shall be located in accordance with the latest edition of The State of Texas Manual on Uniform Traffic Control Devices.

All barricades and warning signs placed in or adjacent to the public roadway for the purpose of warning or directing traffic shall be installed in accordance with Section 8.5, “Work Zone Safety – Uniform Construction Barricading”, of the City of Austin Transportation Criteria Manual.

The Owner shall require the Contractor to notify, request and receive approval from the Transportation Division at least four (4) days (excluding Saturdays, Sundays or Holidays) in advance of the intention to close or partially block a public roadway or any part thereof located within the City or any construction, which may affect the free flow of public traffic. If the public roadway or any portion thereof is not located within the city, then notification and approval for closure shall be received from the appropriate city, county and/or state representative.

In the event the Contractor’s operations reduce an existing public two-way roadway to less than 20 feet (6 meters) in width, the Contractor shall provide flaggers and shall route traffic through the construction area one lane at a time. A flagger will be required any time it is necessary for construction equipment to move into or across a public traffic lane or at such other times as directed by the Construction Engineer. A flagger shall be utilized to aid the exit of construction equipment from public traffic lanes to the work area and the entry of construction equipment from the work area to public traffic lanes. Flaggers will be properly dressed and operate in accordance with the latest edition of The State of Texas Manual on Uniform Traffic Control Devices and Section 8.5, “Work Zone Safety – Uniform Construction Barricading”, of the City of Austin Transportation Criteria Manual.

Barricades shall be erected at each and every entry to the Work to notify and warn the public that the area is under private construction and should be entered only at their own risk.

These barricades shall be maintained in a clean and good condition until the Work is accepted, when all may be removed by the Contractor. If at any time during the performance of the Work the Contractor allows these traffic control measures to deteriorate to a condition unacceptable to the Owner, the Contractor will be issued a Written Notice to repair or replace the traffic control measures. If the conditions remain the same or worsen within 1 hour after the Written Notice has been served, the Owner may authorize the Owner's personnel or private contractual personnel to restore the barricades to a safe condition. Continued neglect by the Contractor may result in the suspension of permits and initiation of legal restraints. The Contractor will be required to make monetary restitution for the Owner's personnel or contractual costs for the restoration of the barricades to a safe condition before the Owner will take final acceptance.

Location and Protection of Utilities

The Contractor is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the work area. The Contractor shall exercise due care to locate, mark, uncover or otherwise protect all such lines in the work area.

The Contractor shall not begin work in the area until the One-Call Center has been notified, a One-Call Notification Number issued and the Owner and/or the Contractor can assure that the locations of all lines and utilities are marked.

Upon request, the utility owners shall provide information on the location and grade of water, wastewater, gas, storm sewer, and telephone and electric lines and other utilities in the work area. The availability of such information, however, shall not relieve the Contractor of the obligations hereunder, which shall be primary and non-delegatable. Any such lines damaged by Contractor's operations shall be immediately repaired by the Contractor upon the concurrence of the repair of the utility; or the Owner shall cause damage to be repaired at the Contractor's expense.

Public Right of Way Cut Permits

The use of City or County streets, sidewalks and other public easements by the Contractor shall be subject to and in accordance with City or County ordinances, policies, standards and procedures governing said use of streets, sidewalks and public easements. The Contractor's use of City or County streets, sidewalks and other public easements in nonexclusive and does not establish priority for their use over other franchise holders, permit holders or the City or the County. All work conducted in street rights-of-way or public easements must be covered by a permit issued by the City, County or other appropriate authority. With the exception of any emergency repairs necessary to restore service or to protect the public, all work shall be permitted prior to the start of construction.

Permits will not be issued unless the Contractor can provide a One-call Identification Number. This is accomplished by calling the "One-Call Center". This call will initiate action by the utility owners to respond with the location of utilities and/or appropriate advice.

In accordance with Section 5 of the Utility Criteria Manual, "Cuts in Public Rights-of-Way", the Contractor shall call the Construction Inspection Division of the Department of Public Works to initiate a request for a permit to make a cut in any public right-of-way or easement for areas within the City. When outside the City, a call shall be required to the County Engineer Office of the county in which the work is to be done or TxDOT, if appropriate, in order to request a permit. All requests shall be made during normal hours during the workweek except for Saturdays, Sundays and Holidays.

Cuts in Unaccepted Public Right of Way

If cuts are made in the streets after the curb and gutter or final base lift is in place, the repairs shall be made in accordance with Section 5 of the Utility Criteria Manual, "Cuts in Public Rights-of-Way". Once a street has been paved, no cuts will be allowed. The Inspector shall be notified a minimum of 24 hours prior to repairs being undertaken. Repairs made without proper notification of the Inspector shall be unacceptable and subject to removal and replacement.

Special Conditions

Addenda to Specifications: If bulletins and instructions in the form of Addenda are issued by the Owner during the time of bidding covering changes or special interpretations, they shall become a part of the contract drawings.

Verification of Dimensions: All scaled figured dimensions are given for estimate purposes only. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and sizes, etc., and shall assume full responsibility for the correctness of all such items.

Existing Conditions: New work shall be tied to existing conditions and controls such as sidewalks, street curbs, water lines and pipe. Finished grades shall bear proper relationship to such control. The contractor shall adjust new work as necessary and as directed to meet existing conditions.

Obstructions: If any unknown utilities and obstacles are encountered during the construction period, stop work and immediately contact the Owner before proceeding. Such obstructions shall be removed or relocated or the work adjusted as directed by the Owner. If work proceeds without contacting the Owner, the Contractor shall be held liable for any and all damages.

Closing-In Uninspected Work: The Contractor shall not allow or cause any of his work to be covered up or enclosed until it has been inspected, tested, and approved by the Owner. Should any of the work be enclosed or covered up before such inspection, the work shall be uncovered, inspected, tested and approved, then backfilled as required.

Control of Work

The Owner shall during construction, decide all questions relative to the quality of workmanship and materials furnished.

The Owner shall decide all questions relating to the interpretation of the drawings and specifications and the acceptable fulfillment of the contract.

The Owner shall decide all questions as to compensation based on recommendation by the Contractor.

The Owner reserves the right to increase or decrease the quantity or to omit portions of the work as may be deemed necessary during the progress of the work.

The Contractor shall proceed with the increased, decreased or altered work only upon written order of the Owner and agreement regarding credits or cost increases.

In the event it is necessary to increase, decrease, or alter work, cost adjustments will be made.

The Contractor shall protect the installed playscape equipment from any and all damage. Repair of any damage to the playscape equipment resulting from this work will be the responsibility of the Contractor.

Contractor shall install concrete curb edge.

Contractor shall install filter fabric, pea gravel and PVC drain pipe for drainage.

Contractor shall install specified Engineered Wood Mulch. Rake to proper finished grade.

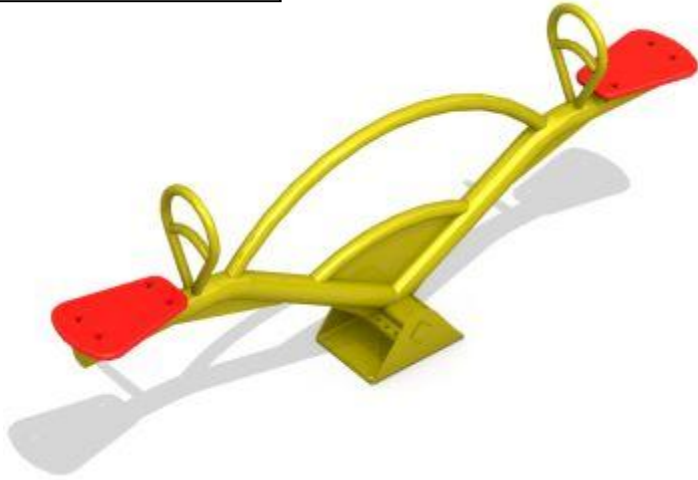
Specifications for Shirley McDonald Playground

Certifications

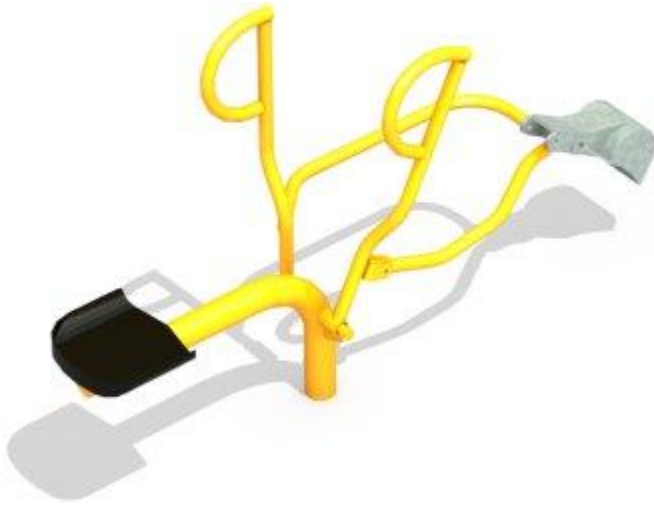
Manufacturer shall be ISO 9001 certified and the designer and factory-certified installer shall be certified by the National Playground Safety Institute. All equipment and installation must, as a minimum, meet the following standards:

1. ADA- Americans with Disabilities Act, most current (ADA 2010) rules for playground access
2. ASTM F1487-11 The (American Society for Testing materials) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
3. ASTM F1292- 13 Standard Specifications for Impact Attenuation Under and Around Playground Equipment Playground surfacing
4. IPEMA - The International Playground Equipment Manufacturers Association (Certification of materials by a third party) Certification must be provided in writing.

Sample photos of types
of equipment



2 seat rocker



Little digger



Little spinner



T-Bar bucket seat swings

PLAYGROUND SAFETY SURFACE SYSTEM

The conditions of the Contract and applicable requirements of the General Conditions and related documents herein shall govern this section.

I. MATERIALS

- A. Engineered Wood Fiber Material: Playground Mulch consists of random sized chips carefully selected from durable hardwood and pine trees with absolutely no leaves, twigs, or other organic matter which hastens decomposition and no wood such as recycled pallets. Size standards to 85% of 3/8" minimum by 1" maximum with an average of 3/8" thickness to comply with Americans with Disabilities Act, uniform wood chip specifications of the Handbook for Public Safety, [REDACTED] and the Consumer Product Safety Commission. (ASTM F2075-10a)
- B. Non-woven Geotextile Fabric: Polyspun 350, a drainage and weed control fabric, is constructed from polyester fibers, spunbond into a swirling, web forming pattern. It has exceptional strength to weight ratio and the natural qualities of polyester provide exceptional ultraviolet stability, and unequaled water and air permeability.

Fabric Properties

Polyspun 350 Gray

Basis Weight	3.50 oz sq. yd.
Grab Tensile MD/CD	113/115 lbs.
Grab Elongation MD/CD	59 / 63 %
Trapezoidal Tear Strength MD/CD	65 / 53 lbs.
Water Flow Rate	300 gal/per min./sq.ft.
Permittivity	2.09 SEC-1
AOS	60
Puncture	45.1 lbs.
Burst Strength	130 psi

- C. Playscape Drainage: Drainage of the playscape area shall be accomplished via a 3 inch layer of clean pea gravel installed beneath the Engineered Wood Fiber material. Subgrade shall slope to drain toward adjacent drainage easement and a 3 inch-Sch 40 PVC pipe shall provide drainage of the playscape area to the drainage easement.

D. Edge Restraint: The playscape area shall be edged by a concrete curb as per the details and drawings.

II. Execution:

A. Installation of the playscape equipment will be ^{prior to new surface} ~~_____~~ materials installation.

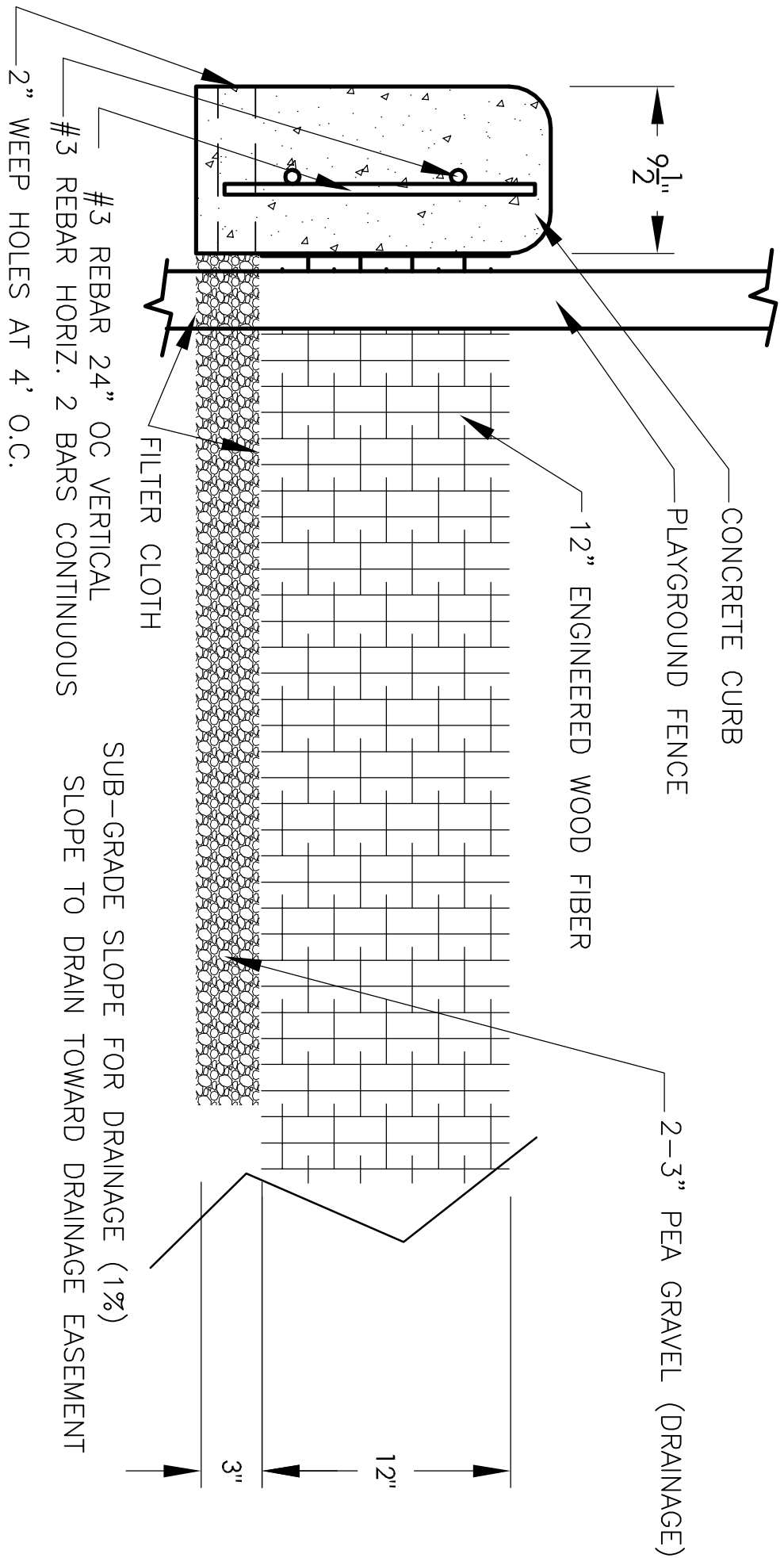
B. Protect the installed ^{and existing} playscape equipment from any and all damage. Repair of any damage to the playscape equipment resulting from this work will be the responsibility of this contractor.

C. Excavate the playscape area as described in the drawings and details. Slope subgrade to drain toward the nearby drainage easement.

D. Install concrete curb edge.

E. Install ^{filter} ~~_____~~ fabric, pea gravel and PVC drain pipe for drainage.

F. Install specified Engineered Wood Mulch. Rake to proper finished grade.

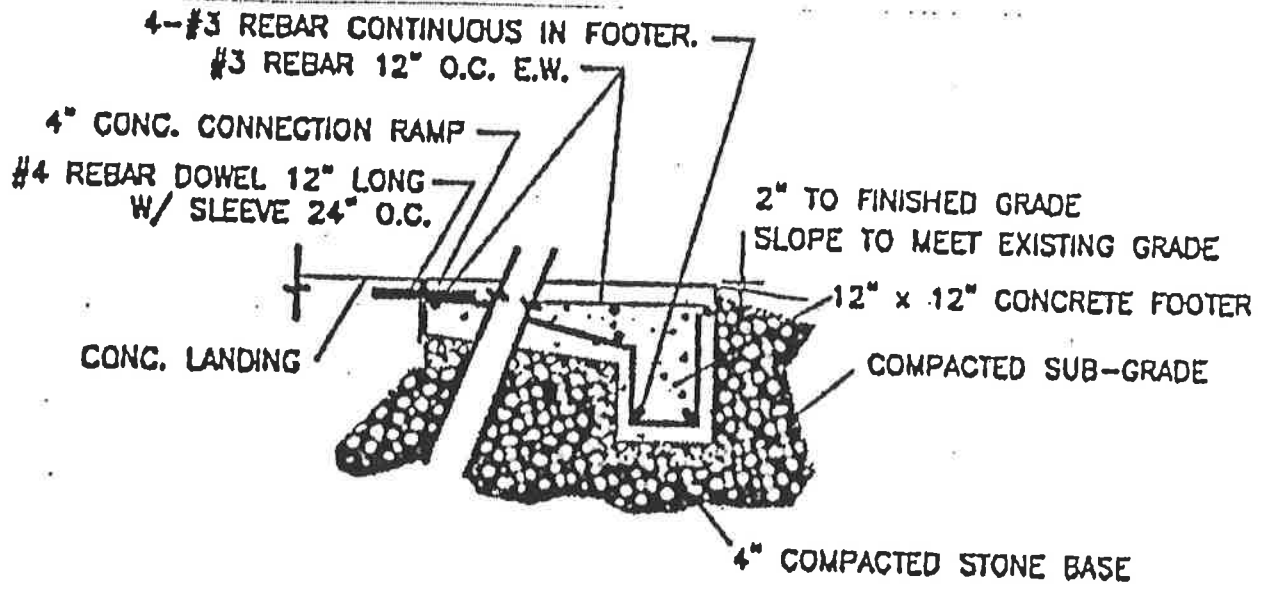


9

CURB & DRAINAGE DETAIL AT PLAYSCAPE

L-5

Not to Scale



10 CONNECTION RAMP
 L-5 Not to Scale

Slope down the ramp may not be greater than 5 degrees.
 Slope across the ramp may not be greater than 2 degrees.