

Client or Counterparty Work Order

Master Services Agreement

PROJECT TITLE: Bartonville - E. Jester Road Phase 2

CLIENT NAME Town of Bartonville

DATE OF WORK ORDER 09/20/2024

PROJECT WORK ORDER NUMBER 002

PROJECT LOCATION: Bartonville, Texas

CONTRACTOR PROJECT NUMBER: 0057245.00

This Project Work Order between Client and Westwood is set forth pursuant to our “Master Services Agreement” executed on February 21, 2023.

I. Contract Documents

This project work order, any resulting change orders, and the Master Services Agreement comprise the contract documents, and there are no other general or supplementary conditions further stipulated.

II. Project Description

Bartonville - E. Jeter Road Phase 2

III. Client and Westwood Responsibilities

1. Client Responsibilities

Advertisement of Bid in Newspaper of Record

2. Westwood Responsibilities

Listed in Exhibit A

IV. Deliverables

Listed in Exhibit A

V. Schedule

1. Notice to Proceed is understood to be this work order signed, dated, and fully executed by both Consultant and Westwood.

VI. Staff

1. Pursuant to completion of this work order, Westwood will utilize the following primary personnel under the designated roles listed:

a. Chris Cha, Engineer

Project Manager and Engineer

Christopher.cha@westwoodps.com, 817-412-7155

b. Craig Turner

Project Manager

Craig.Turner@westwoodps.com, 817-412-7155

VII. Project Work Order Attachments:

1. Exhibit A – Scope
2. Exhibit B – Compensation

VIII. Form of Contract

1. See attached Exhibit A & B

ACCEPTED AND AGREED TO:

Town of Bartonville

Westwood Professional Services, Inc.

(Signature)

Chris Cha

(Signature)

(Name – Printed)

Christopher Cha

(Name – Printed)

(Title)

Director, Public Infrastructure

(Title)

EXHIBIT 'A' – SCOPE OF SERVICES

TOWN OF BARTONVILLE – E. JETER ROAD PHASE 2 RECONSTRUCTION

PROJECT DESCRIPTION:

The project consists of civil engineering, design and survey for the Town of Bartonville's E. Jeter Road reconstruction in Bartonville, Texas. The design will consist of new asphalt (HMAC) roadway along E. Jeter Road. E. Jeter will be reconstructed with 2" Type D HMAC on 4" of Type B HMAC along with ditch grading. This is approximately 1,650 linear feet and includes drainage improvements along Jeter Road. (PROJECT)

BASIC SERVICES:

- A. Project Management, Coordination & Permitting
1. Manage the Team:
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Allocate team resources
 2. Communications and Reporting:
 - Attend a pre-design project kickoff meeting with TOWN staff to confirm and clarify scope, understand TOWN objectives, and ensure economical and functional designs that meet TOWN requirements.
 - Conduct review meetings with the TOWN at the end of each design phase.
 - Prepare and submit monthly invoices in the format acceptable to the TOWN.
 - Prepare and submit monthly progress reports.
 - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
 - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

EXHIBIT A to Agreement between the
Town of Bartonville, (TOWN) and
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3. Constructability Review:
 - Prior to the 90 percent review meeting with the TOWN, the CONSULTANT shall schedule and attend a project site visit with the TOWN Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the TOWN's comments from the field visit and submit this information to the TOWN in writing.
4. Utility Clearance:
 - The CONSULTANT will consult with the TOWN, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design TOWN facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
 - CONSULTANT will provide plans to and coordinate with utility TOWN related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Survey Control Sheet
 - Drainage Area Map.
Scale 1" = 100'
 - Roadway Plan & Profile Sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Culvert Plan & Profile Sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Cross Section Sheets.
Scale 1" = 20' Horizontal; 1" = 4' Vertical
 - Erosion Control Sheets
 - Detail Sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by TOWN's project manager.

2. Assemble standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

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4. Submit one (1) full sized 22"x34" set of preliminary 60% plans, two (2) sets of half size (11"x17") plans, one (1) set of preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the TOWN for review.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the TOWN.
2. Submit one (1) full sized 22"x34" set of 90% plans, two (2) sets of half size (11"x17") plans, one (1) set of 90% construction contract documents and 90% opinion of probable construction costs for TOWN review.
3. Incorporate final TOWN review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including TOWN standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.
6. Submit (1) sealed (100%) set of final plans and construction documents.

D. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
 - CONSULTANT shall prepare and submit to TOWN a draft Bid Advertisement for publishing by the TOWN.
2. Bid Document Distribution:
 - The CONSULTANT shall sell construction plans and contract bid documents. The CONSULTANT shall also maintain a plan holders list of documents sold.
3. Bidder Assistance:
 - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.

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- Attend the prebid conference in support of the TOWN.
 - Attend the bid opening in support of the TOWN.
4. Bid Analysis and Recommendation of Award:
 - The CONSULTANT will tabulate and review all bids received for the construction project, assist the TOWN in evaluating bids, and recommend award of the contract.
 - The CONSULTANT will assist the TOWN in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
 - The CONSULTANT shall make a recommendation of award to the TOWN.
 5. Conformed Construction Documents:
 - Upon award of a contract by the TOWN, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.
- E. Construction Phase Services
1. Preconstruction Conference:
 - The CONSULTANT shall attend the preconstruction conference.
 2. Site Visits:
 - The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by the CONSULTANT.
 3. Shop Drawing and Lab Report Review
 - The CONSULTANT shall review shop and erection drawings submitted by the contractor for compliance with design concepts. The CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.
 4. Instructions to Contractor
 - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the TOWN.
 5. Contractor's Payment Estimates
 - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.

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7. Final Inspection

- The Engineer shall attend final inspection of the Project with representatives of the TOWN and the construction contractor.

F. Project Completion

- 1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the TOWN on a CD-ROM disk or flash drive containing 22"x34" black and white PDF images.

G. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by a reproduction company) and mileage.

SPECIAL SERVICES:

H. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established TOWN horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from TOWN monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

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3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 10' outside of the easement line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

5. Existing Underground and/or Overhead Utilities

Utility TOWN's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

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8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

I. Easement Preparation (If Required)

If additional rights-of-way and/or easements are needed for the Project, the Engineer will perform the necessary surveying services to prepare drawings and descriptions to be used by the TOWN in acquisition. The Engineer shall determine the apparent ownership of the land where rights-of-way and/or easements are needed from tax records. The Engineer shall acquire copies of plats and/or deeds needed to determine the property location from the TOWN of county records. The Engineer shall locate available property corners in the field. The Engineer shall prepare a property map to be used as part of the Engineer's design drawings. The Engineer shall furnish the TOWN with the necessary drawings and descriptions for acquiring the rights-of-way and/or easements acquisition for the construction of this Project. Drawings and descriptions are to be presented in form suitable for direct use by the TOWN in obtaining right-of-way and/or easements. The Engineer will furnish four (4) copies of each document prepared.

Services not included in this contract:

- *Continuous/On-site Construction inspection services Inspector will swing by twice a month*
- *As-built surveys of constructed improvements*
- *Subsurface Utility Engineering*
- *Geotechnical Investigation*
- *Public hearings or TOWN Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
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EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

TOWN OF BARTONVILLE – E. JETER ROAD PHASE 2 RECONSTRUCTION

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$ 88,000.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A.	Project Management, Coordination & Permitting	\$ 2,500
B.	Preliminary Design (60% Submittal)	28,000
C.	Final Design (90% & 100% Submittals)	23,000
D.	Bid Phase Services	3,500
E.	Construction Phase Services	5,500
F.	Direct Expense (Not to Exceed)	1,500
G.	Field Survey	24,000
H.	Easement Preparation as Needed (\$2,500/each)	<u>0</u>
TOTAL		\$ 88,000.00

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'