

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION** (the “City”), a Texas Economic Development Corporation and **MYCOSKIE AND ASSOCIATES, INC.** (“Consultant”).

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed TWO HUNDRED SIX THOUSAND AND ONE HUNDRED and 00/100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

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

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

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

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

The 4A Economic Development Corporation
President of the Board
Attn: Dan McClendon
141 W. Renfro St
Burleson, TX 76028

To CONSULTANT:

Mycoskie and Associates, Inc.
Jacob Sumpter
519 E. Border Street
Arlington, Texas 76010

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

District Court for the Northern District of Texas.

17. SEVERABILITY.

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

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

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

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

30. OWNERSHIP OF DOCUMENTS.

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

31. COUNTERPARTS; PDF SIGNATURES.

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

32. TERMINATION OF PRIOR AGREEMENT.

It is the Parties' intent that this Agreement replace a prior agreement between the Parties dated October 3, 2022, and titled Proposal for Professional Services Hooper Business Park-Regional Detention Pond Proposal (the "Prior Agreement"). By executing this agreement, the Parties agree that this Agreement terminates, supersedes, repeals, and replaces the Prior Agreement.

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SIGNATURE PAGE

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

Burleson 4A Economic Development Corporation:

Mycoskie and Associates, Inc.:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

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

ATTACHMENT A

I. Scope of Services

SCOPE OF SERVICES

I. LAND SURVEYING SERVICES:

- A. Topographic Survey
MMA will prepare a Topographic Survey for the area shown on Exhibit A, being approx. 30- acres. The Topographic Survey will reflect 1-foot contours and will be tied to a City of Burleson benchmark. MMA will request a "Texas 811" utility locate prior to the survey and identify all located utilities on the survey. The Topographic Survey will be used solely for design purposes.
- B. Detention Pond Grading Verification
MMA will field verify one (1) time the detention pond(s) grading top and bottom of slope at 50' intervals and storm outfalls. The verification data will be used by the engineer to verify the as-built storage to the design storage. Any deviation from the design will be documented and communicated to the CLIENT. Any additional verification trips will be billed at the MMA 2022 hourly rate.

II. CIVIL ENGINEERING SERVICES:

- A. Drainage Study
The property is planned for a future business park. To accommodate the future uses a regional detention pond is being proposed. MMA will conduct a drainage study in accordance with the City of Burleson Design Criteria Manual. The drainage study will analyze the downstream capacity of the existing creek and storm drain infrastructure to determine the flow which can be conveyed downstream flow without adverse impact to surrounding properties. MMA will respond to and address the City or the City's 3rd Party drainage review comments.
- B. Regional Pond Schematic Design Documents
MMA will develop schematic design plans for the proposed regional detention pond. These drawings will identify overall site grading and preliminary storm lines. A tentative list of drawings anticipated to be prepared for this scope are as follows:
 - 1. Overall Site Plan
 - 2. Overall Grading Plan
 - 3. Overall Storm Drain Plan

Preparation of the schematic design documents will not commence until approval of the drainage study is received from the City of Burleson.



C. Regional Pond Civil Construction Plans

MMA will develop civil construction plans using the schematic design drawings approved by the CLIENT. Any changes to this site plan will incur additional services. The plans will be in accordance with the City requirements. The following information will be included (information may be combined on a single sheet).

1. Cover Sheet
2. Overall Site Plan
3. Dimension Control Plan
4. Overall Grading Plan
5. Detailed Grading Plan
6. Drainage Area Map
7. Drainage calculations
8. Storm Drain Plans
9. Storm Drain Profiles
10. Erosion Control plan
11. Construction Details

The grading plans shall show proposed contours and spot elevations. Ample information shall be included on the plans for staking of grading and storm drainage improvements. Specifications for construction shall be based upon the City's Standard Specifications and/or NCTCOG. MMA shall provide detailed specifications for items of unusual nature or magnitude. Preparation of the civil construction plans will not commence until approval of the schematic design documents is received from the CLIENT.

D. Roadway Schematic Design Documents

MMA will develop schematic civil plans for the proposed realignment of FM 1902 and CR 1019. MMA will assume the right-of-way for FM 1902 will be 80 feet and 70 feet for CR 1019. The following will be included in the plans:

- Both roadways will be designed to accommodate a temporary two-lane asphalt roadway.
- CR 1019 will have an ultimate section of two lanes.
- FM 1902 will have an ultimate section of two or four lanes.
- The temporary roadway for FM 1902 would be built on one side of a future median.
- The roadway material may be asphalt or concrete for the CR 1019 section.
- TXDOT permitting will not be required.

E. Opinion of Probable Cost

MMA will prepare an opinion of probable cost for use of a concrete or asphalt roadway section for CR 1019.

F. Roadway Civil Construction Plans

Based on the CLIENT approved schematic civil plans, MMA will develop construction plans for the temporary roadway section for FM 1902 and CR 1019. The plans will be prepared in accordance with city requirements and will be a standalone plan set from the regional detention pond plans. The following information will be included:

- Cover Sheet
- General Notes
- Right-of-Way Map
- Demolition Plan
- Typical Roadway Cross Sections
- Traffic Control Plan
- Paving Plan & Profiles
- Grading Plans
- Drainage Area Maps & Calculations
- Storm Drain Plans
- Signage and Striping Plans
- Street Light Plans (if needed)
- Construction Details

Ample information shall be included on the plans for staking of paving and storm drainage improvements. Specifications for construction shall be based upon the City's Standard Specifications and/or NCTCOG. MMA shall provide detailed specifications for items of unusual nature or magnitude. MMA assumes an ADA compliance review will not be required as the roadways are temporary, and no sidewalks are proposed. TXDOT permitting and coordination is not included in this scope.

G. Right-of-Way Documents

MMA will develop maps and legal descriptions for proposed right-of-way for FM 1902 and CR 1019. Exhibits and legals will be provided to CLIENT for filing with the County. MMA anticipates one (1) exhibit and legal will be required.

H. Storm Water Pollution Prevention Plan

MMA and/or Strategic Partner will prepare a Storm Water Pollution Prevention Plan, or narrative as required by the city. A Notice of Intent (NOI) for Storm Water Discharges as required by the Texas Commission on Environmental Quality (TCEQ) will be prepared for CLIENT execution, if necessary.

I. Construction Administration

MMA will attend the pre-construction meeting at the request of the CLIENT or required by the city. MMA will perform a maximum of 2 site visits at the request of CLIENT. MMA will provide one (1) punch list review site visit and one (1) follow up to confirm punch list is complete. MMA shall respond to the contractor's RFI and material submittals during the construction process. MMA will verify the constructed detention pond volume using the detention pond grading verification survey.

III. LANDSCAPE ARCHITECTURAL SERVICES:

A. Schematic Landscape Plans

MMA will develop schematic landscape plans for areas around the proposed regional retention ponds. Below is an expected list of deliverables.

- Overall Planting Plan

B. Landscape Construction Plans

Based on the CLIENT approved schematic landscape plans, MMA will develop landscape construction plans for areas around the proposed regional detention ponds. Plans will meet minimum City of Burleson landscape ordinance requirements and/or CLIENT requirements and will be suitable for permitting, bidding, and construction.

C. Irrigation Construction Plans

MMA will prepare Irrigation Construction plans for the project based on the CLIENT approved landscape plan. Irrigation Construction plans will conform to all requirements of the City of Burleson and the Texas Commission on Environmental Quality. Plans will be suitable for permitting, bidding and construction.

D. Landscape Design Renderings-Plan View

MMA will prepare one (1) colored rendering of the regional pond area design. An electronic file (i.e., PDF, Jpeg) of the rendering will be provided to CLIENT.

E. Landscape Design Renderings-Perspective Views

MMA will prepare two (2) colored perspective renderings of the regional pond area design. The two locations shall be approved by CLIENT prior to finalizing each rendering. An electronic file (i.e., PDF, Jpeg) of the rendering will be provided to CLIENT.



COMPENSATION

A. Payment Terms

CLIENT will pay MMA the lump sum fee or their 2023 Hourly rates (Hourly) for the services listed below. Any changes to the site plan will incur additional fees at the 2023 hourly rates, refer to Schedule A for hourly rates.

I. LAND SURVEYING SERVICES:	
A. Topographic Survey	\$5,000 Lump Sum
B. Detention Pond Grading Verification	\$5,000 Lump Sum
Sub Total	\$ 10,000 Lump Sum
II. CIVIL ENGINEERING SERVICES:	
A. Drainage Study	\$10,500 Lump Sum
B. Regional Pond Schematic Design Documents	\$17,500 Lump Sum
C. Regional Pond Civil Construction Plans	\$52,500 Lump Sum
D. Roadway Schematic Design Plans	\$10,000 Lump Sum
E. Opinion of Probable Cost	\$5,000 Lump Sum
F. Roadway Civil Construction Plans	\$50,000 Lump Sum
G. Right-of-Way Documents	\$8,000 Lump Sum
H. Storm Water Pollution Prevention Plan (SWPPP)	\$2,000 Lump Sum
I. Construction Administration	\$8,000 Lump Sum
Sub Total	\$ 163,500 Lump Sum
III. LANDSCAPE ARCHITECTURAL SERVICES:	
A. Schematic Landscape Plans	\$5,500 Lump Sum
B. Landscape Construction Plans	\$12,000 Lump Sum
C. Irrigation Construction Plans	\$7,500 Lump Sum
D. Landscape Design Renderings-Plan View	\$1,600 Lump Sum
E. Landscape Design Renderings-Perspective Views	\$6,000 Lump Sum
Sub Total	\$ 32,600 Lump Sum
TOTAL	\$ 206,100 Lump Sum

Monthly invoices will be issued by MMA. Payment is due upon receipt of the invoice. Interest will be charged on all accounts over 30 days and accounts over 60 days will result in MMA stopping work on the project until all outstanding invoices are paid. See "Payment to MMA" in the attached PROVISIONS for complete payment terms.

Schedule A

2023 Hourly Rate Schedule

Zoning Consultant	\$ 250
Principal	\$ 200
Director	\$ 190
Senior Project Manager	\$ 175
Senior Land Surveyor	\$ 175
Project Manager	\$ 150
Project Surveyor	\$ 135
Project Engineer	\$ 145
Project Coordinator	\$ 125
GIS Manager	\$ 125
Engineering Production Manager	\$ 145
Landscape Architect	\$ 125
Graduate Engineer 2	\$ 130
Surveyor in Training	\$ 120
Urban Planner	\$ 100
GIS Analyst	\$ 100
Graduate Engineer 1	\$ 115
Designer	\$ 110
Landscape Designer	\$ 115
Technician 3	\$ 115
Technician 2	\$ 95
Technician 1	\$ 85
Survey Field Party (3-Man)	\$ 250
Survey Field Party (2-Man)	\$ 175
Survey Field Party (1-Man)	\$ 125
Project Assistant	\$ 75
Clerical	\$ 50

MMA 2023 Reimbursable Expenses Schedule

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the Owner. Plots, blacklines, copies and mileage will be reimbursed at the following rates:

Plotting

Bond	\$ 1.50 per sheet	Blacklines	\$ 1.50 per sheet
Color	\$10.00 per sheet	Xerox Copies	\$ 0.15 per side copy
Mylar	\$12.00 per sheet	Mileage	\$ 0.58 per mile

Other direct expenses are reimbursed at cost plus 10%. These services may include but are not limited to: platting and filing fees, taxes, outside reprographic expense, deliveries, postage, travel, meals and photographic services.



B. Additional Services

Any requested services not included in this agreement, including but not limited to the Exclusions stated in this proposal, will be performed and billed at a cost determined upon the time of the request. Additional services will not begin until written authorization from the CLIENT has been received.

The following are a list of items not included in our scope of services but may need to be addressed at some point in the approval process:

- All negotiations and coordination with adjoining property owners.
- Flood studies and FEMA processing.
- Franchise utility coordination.
- Structural design of retaining walls.
- Traffic Impact Analysis of this site.
- Geotechnical Report.
- Environmental Assessment Report.
- Signage design and permitting.
- Site lighting layout and/or design.
- Fountain design or other water feature design.
- Waters of the U.S. and wetland determination and permitting.
- Offsite utility design.
- Separate instrument easements.
- Building Permitting
- Detention Pond As-Built and Volume Verification

HOOPER BUSINESS PARK-FEE BREAKDOWN

	LAND SURVEY	ORIGINAL PROPOSAL	INVOICED	REMAINING	NEW PROPOSAL	NEW FEE
A	TOPO SURVEY	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
B	POND VERIFICATIONS	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	TOTAL	\$ 20,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
	CIVIL ENGINEERING					
A	DRAINAGE STUDY	\$ 25,000.00	\$ 24,500.00	\$ 500.00	\$ 10,000.00	\$ 10,500.00
B	REGIONAL POND SCHEMATIC DESIGN DOCUMENTS	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 17,500.00
C	REGIONAL POND CIVIL CONSTRUCTION PLANS	\$ 35,000.00	-	\$ 35,000.00	\$ 17,500.00	\$ 52,500.00
D	ROADWAY SCHEMATIC DESIGN	\$ -	-		\$ 10,000.00	\$ 10,000.00
E	OPINION OF COST	\$ -	-		\$ 5,000.00	\$ 5,000.00
F	ROADWAY CIVIL CONSTRUCTION PLANS	\$ -	-		\$ 50,000.00	\$ 50,000.00
G	RIGHT-OF-WAY DOCUMENTS	\$ -	-		\$ 8,000.00	\$ 8,000.00
H	SWPPP	\$ 2,000.00	-	\$ 2,000.00		\$ 2,000.00
I	CONSTRUCTION ADMIN.	\$ 8,000.00	-	\$ 8,000.00		\$ 8,000.00
	TOTAL	\$ 85,000.00	\$ 32,000.00	\$ 53,000.00	\$ 110,500.00	\$ 163,500.00
	LANDSCAPE ARCHITECTURE					
A	SCHEMATIC DESIGN PLANS	\$ -	-	\$ -	\$ 5,500.00	\$ 5,500.00
B	LANDSCAPE CONSTRUCTION PLANS	\$ -	-	\$ -	\$ 12,000.00	\$ 12,000.00
C	IRRIGATION CONSTRUCTION PLANS	\$ -	-	\$ -	\$ 7,500.00	\$ 7,500.00
D	LANDSCAPE DESIGN RENDERINGS-PLAN VIEW	\$ -	-	\$ -	\$ 1,600.00	\$ 1,600.00
E	LANDSCAPE DESIGN RENDERINGS-PERSPECTIVE	\$ -	-	\$ -	\$ 6,000.00	\$ 6,000.00
	TOTAL	\$ -	\$ -	\$ -	\$ 32,600.00	\$ 32,600.00
	GRAND TOTAL	\$ 105,000.00	\$ 47,000.00	\$ 58,000.00	\$ 148,100.00	\$ 206,100.00

NEW SCOPE ITEM	
ORIGINAL SCOPE ITEM (ADDED SCOPE)	
ORIGINAL SCOPE ITEM (NO CHANGE)	