

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and STANTEC CONSULTING SERVICES 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 THIRTY- NINE THOUSAND, EIGHT HUNDRED FORTY-TWO and NO /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

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

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

STANTEC CONSULTING SERVICE		
410 17TH STREET		
SUITE 1400		
DENVER	CO	80202

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.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

STANTEC CONSULTING SERVICES INC

By: _____

Name: _____

Title: _____

Date: _____

Signed by:
By: Alex E. Visotski
5AADD01E5FA140A...

Name: Alex E. Visotski

Title: Project Management Leader, Water - US South

Date: 6/27/2025

**EXHIBIT "A"****SCOPE OF SERVICES****12-INCH WASTEWATER LINE REPLACEMENT VILLAGE CREEK BASIN (GOLF COURSE) DESIGN****CITY PROJECT NO. WW2601****INTRODUCTION**

Stantec Consulting Services Inc. (Stantec) is pleased to provide the following proposed Scope of Services and fixed fee estimate for the 12-inch Wastewater Line Replacement Village Creek Basin (Golf Course) for City of Burlison Project No. WW2601.

The project was identified in the 2023 City of Burlison Water & Wastewater Master Plan Update because the model results indicated that the existing 8-inch wastewater line experiences surcharging under projected peak wet weather flow. The City further clarified the project scope in a meeting on May 30.

PROJECT SUMMARY

This project consists of approximately 3,200 LF of 8-inch wastewater line being upsized to 12-inch in the Village Creek Basin of the City of Burlison (City), as shown in **Figure 1**. The extents are from north of E. Hidden Creek Parkway (SMH1378) to the existing 18-inch wastewater line (to be upsized to 36-inch under a separate contract) on S. Dobson Street.

It is assumed that the wastewater line will be replaced in the same trench, with the exception of the creek crossing, and that the manholes (MHs) along the alignment will also be replaced.

The majority of the alignment is within Hidden Creek Golf Course, which is owned by the City. As a result, no additional easements are required for this project. Replacement of the wastewater connection to the clubhouse and final restoration of the golf course surface features are not included in the scope.

The crossing of Village Creek is currently an aerial crossing, but since there has been damage to the existing wastewater line, the City would prefer to consider a buried solution. It is assumed that an inverted siphon will be required that will be installed via open cut.

The crossing of S Dobson Street is assumed to be open cut installation, and that the road is maintained by Johnson County.

During the course of this project, Stantec will perform the following services, as described in the subsequent sections:

- Task 1 - Project Management
- Task 2 – Topographic Survey
- Task 3 – Subsurface Utility Engineering
- Task 4 – Geotechnical Investigation
- Task 5 – Environmental Studies & Permitting
- Task 6 - Preliminary Design (30% Design Phase)



**EXHIBIT "A" SCOPE OF SERVICES
12-INCH WASTEWATER LINE REPLACEMENT VILLAGE CREEK BASIN (GOLF COURSE) DESIGN
CITY PROJECT NO. WW2601**

- Task 7 - Detailed Design (90% and 100%/Final Design Phases)
- Task 8 – Bid and Construction Phase Services

Trenchless design is not included, but a scope and fee can be provided at the request of the City.

Stantec and its subconsultants will complete the Scope of Services (Scope) described herein for a fixed fee of **\$239,842**.

TASK 1 – PROJECT MANAGEMENT

Stantec will set up, coordinate, and track the progress of the project and submit status updates via email with each invoice. Items included in the updates may include a summary of project activities, health and safety items, schedule updates, budget updates, technical/policy interpretations, and anticipated project goals/challenges.

Project management hours will also include efforts associated with project team coordination, status calls, and invoicing.

In addition, Stantec will support the City in coordinating with the Hidden Creek Golf Course. Stantec will attend up to 1 in-person site meeting and 1 virtual meeting to discuss restrictions during construction and restoration with golf course staff. Stantec will document incorporate these requirements into the contract documents.

ASSUMPTIONS:

- Stantec assumes an overall duration for design of 9 months.
- Invoices and progress updates will be monthly during the design phase and as needed during the bid and construction phases.
- Stantec will apply our standard Health and Safety Plan for fieldwork based on flow conditions and the work season.
- If status/progress meetings with the City are required, a separate scope, including fee estimate and anticipated schedule, will be prepared for City review.
- All correspondence, communications, and submittals between Stantec and the golf course will be transmitted through the City's PM.
- City will coordinate with other City departments, as required, to make them aware of the project.
- If attendance at additional coordination meetings are required or additional stakeholders are identified, a separate scope, including fee estimate and anticipated schedule, will be prepared for City review.

DELIVERABLES:

- Invoicing and status updates as needed but not more often than once a month.
- Baseline project schedule and schedule updates as needed.



**EXHIBIT "A" SCOPE OF SERVICES
12-INCH WASTEWATER LINE REPLACEMENT VILLAGE CREEK BASIN (GOLF COURSE) DESIGN
CITY PROJECT NO. WW2601**

TASK 2 – TOPOGRAPHIC SURVEY

Stantec will perform a topographic survey and boundary verification along the corridor of the existing wastewater line from E. Hidden Creek Parkway to S. Dobston Street, extending 50 feet on either side of the existing wastewater line for a total of a 100-foot wide corridor. The survey area is highlighted in yellow in **Figure 1**.

The following work will be performed under the direction of a licensed Texas Land Surveyor. The surveyor will establish horizontal and vertical control for the project area. The basis of horizontal datum for surveying and mapping will be North American Datum of 1983 (NAD83), (2011), Texas State Plane Central Zone, in US Survey Feet. The basis of vertical datum is the City of Burleson GPS control monuments.

The survey will include the following:

- Visible and accessible on-grade and above-grade features including, but not limited to, structures, pavement edges, pavement markings, curbs, driveways, paved paths/sidewalks, ramps, fences, guardrails, signs, walls, mailboxes, culverts, storm drain outfalls and inlets, surface utility features and utility markers.
- Edges of golf course features, such as tees, fairways, greens, bunkers, and holes.
- Contours at 1-foot intervals. Elevations will be taken on an approximate 50-foot grid, at abrupt changes in grade, and along drainage courses. For areas in the fairways, elevations will be taken on an approximate 10-foot grid. Survey point data will be provided on a separate level and will not be part of the final plotted drawings.
- At Village Creek, the top and toe of bank, as well as current water level. Also, the locations and elevations of the existing aerial pipe crossing and supports.
- Locations, sizes, and approximate driplines for trees 6" in diameter and larger. Trees located just outside the survey limits (i.e., overhanging into the survey limits) will be approximately located.
- Horizontal and vertical data for the approximately 9 geotechnical boreholes.
- Property boundary for the Hidden Creek Golf Course. Identify enough boundary markers to clearly outline the property and adjoining areas that may be impacted by the wastewater line replacement.
- Property owner name, recording information, subdivision name with lot and block number, appraisal district parcel numbers, easements adjoining survey area as identified on available subdivision plats, and physical address of each tract along the project corridor.

The survey file will be developed in AutoCAD Civil 3D and be incorporated into the contract drawings. In addition, a control sheet will be developed for inclusion in the contract drawings.



**EXHIBIT "A" SCOPE OF SERVICES
12-INCH WASTEWATER LINE REPLACEMENT VILLAGE CREEK BASIN (GOLF COURSE) DESIGN
CITY PROJECT NO. WW2601**

ASSUMPTIONS:

- Right-of-entry is only required for Hidden Creek Golf Course, and right-of-entry will be provided by the City.
- It is assumed that the site will be readily accessible during standard business hours, Monday through Friday.
- No specialized traffic control, including barricades, changeable message boards, security, and/or flag persons, are anticipated.
- Hidden Creek Golf Course will support in identifying golf course features for survey crew.
- A CAD file will be provided for use in engineering design and plan sets. No separate exhibits will be prepared.

TASK 3 - SUBSURFACE UTILITY ENGINEERING (SUE)

SUE will be in accordance with the practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). SUE Quality Level "B" will be performed in the yellow highlighted area in **Figure 1**. This level of work includes acquiring as-built documentation from utility companies and contacting their representatives, as well as field verifying the records. A utility survey file in AutoCAD Civil 3D will be submitted for incorporation into the contract drawings.

ASSUMPTIONS:

- Right-of-entry is only required for Hidden Creek Golf Course, and right-of-entry will be provided by the City.
- It is assumed that the site will be readily accessible during standard business hours, Monday through Friday.
- No specialized traffic control, including barricades, changeable message boards, security, and/or flag persons, are anticipated.
- The City to provide records showing the locations of irrigation lines within Hidden Creek Golf Course. If records are not available, a separate scope for locating the lines, including fee estimate and anticipated schedule, can be prepared for City review.
- Test holes (SUE Quality Level A) is not included in this Scope. If required during the design, a separate scope for locating the lines, including fee estimate and anticipated schedule, will be prepared for City review.

TASK 4 – GEOTECHNICAL INVESTIGATION

A geotechnical investigation will be performed, including a listing of the specific geotechnical exploration requirements specific to this Scope.

FIELD INVESTIGATION:

- Up to 8 geotechnical borings will be drilled across the proposed alignment.
- The borings will be drilled to depths of 20 feet below existing grade.
- Soil sampling will be continuous in the upper 10 feet, and at 5-foot intervals thereafter.



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- Conventional thin-walled tube or split-barrel (standard penetration test) samples will be collected as appropriate for the soils encountered. The recovered subsurface samples will be preserved and labelled as to the appropriate boring number and depth in the field.
- These materials will be described in further detail in the laboratory by a staff geologist or engineer.
- The depth to groundwater, if observed, will be recorded during and at the completion of drilling.
- After final groundwater observations, the borings will be backfilled with the excavated cuttings.
- Utility locates will be performed prior to geotechnical investigations.

LABORATORY TESTING:

Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, strength properties, and hydraulic conductivity of the subsurface materials:

- Moisture content.
- Atterberg limits.
- Percent passing No. 200 mesh sieve.
- Unconfined compressive strength (soil).
- Chemical analysis for corrosion potential: pH, soluble sulfate content, chloride content, soluble sulfide content, and laboratory electrical resistivity.

Samples will be retained for 30 days after submission of the geotechnical report unless other arrangements are made by the client.

ENGINEERING ANALYSIS AND RECOMMENDATIONS / DELIVERABLES:

Data obtained from the field investigation and laboratory tests will be presented in a geotechnical engineering report, provided electronically. Information to be provided includes the following:

- A figure showing the approximate location of each boring.
- A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
- A discussion of subsurface soil and groundwater conditions.
- A brief discussion of the site geology.
- Outline of the engineering properties of the natural soils present, and any existing fill, if encountered.
- Recommendations for trenching and excavation stability.
- Earthwork recommendations, including material type(s), compaction, and backfill requirements.



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ASSUMPTIONS:

- Right-of-entry is only required for Hidden Creek Golf Course, and right-of-entry will be provided by the City.
- The City will provide equipment access to the boring locations.
- It is assumed that the site will be readily accessible during standard business hours, Monday through Friday.
- No specialized traffic control, including barricades, changeable message boards, security, and/or flag persons, are anticipated. No physical barriers are planned to delineate work zones within the golf course.
- The borings will be drilled and sampled using a truck-mounted drilling rig; however, if an ATV-mounted drilling rig is required, a separate scope, including fee estimate and anticipated schedule will be prepared for City review.
- Minor clearing of vegetation may be necessary to improve drill rig access to certain locations, particularly for the borings near Village Creek.
- All borings within the golf course are planned outside of tees, greens, and fairways. Boring locations have also been chosen to minimize interference between drilling and live play.
- Stantec may request a temporary pause for golf course irrigation on Holes 7, 8, 9, and 10 for the days leading up to drilling. The intention would be to allow the surface soils to dry in order to reduce ground disturbances along the drill rig's access pads around and across the golf course.
- While Stantec and its subcontractor will make an effort to reduce the risk of ground rutting and disturbances from equipment access and excavation around the golf course, minor rutting may still occur. This Scope does not include any restoration of the site to repair ruts.
- Rock cores and subsequent testing is not included in this Scope. If required, a separate scope, including fee estimate and anticipated schedule will be prepared for City review.

TASK 5 – ENVIRONMENTAL STUDIES & PERMITTING

Stantec will perform environmental studies and the preparation of technical letter reports covering threatened and endangered species, waters of the U.S., and cultural resources. The studies will be focused on the yellow highlighted area in **Figure 1**. Stantec anticipates that the 12-inch wastewater line replacement will require a self-certification under the USACE Nationwide Permit. Stantec will prepare and submit the appropriate documentation.

PROTECTED SPECIES

A desktop review and field investigation for habitat of State and Federally listed species, including Federal candidate species, likely affected by the proposed action will be performed. A technical report will be prepared documenting listed species, their habitat, and the results of the investigation will be prepared for use during agency coordination and permitting.



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WATERS OF THE U.S.

An assessment of jurisdictional waters of the U.S., including wetlands, within the project area to support compliance with Section 404 of the Clean Water Act (CWA) will be performed. This includes a desktop review and field investigation. A waters assessment report documenting the results of the assessment will be prepared for use during agency coordination and permitting.

CULTURAL RESOURCES

A background review of historical and archaeological sources, including an inventory of recorded sites from the Texas Archaeological Research Laboratory, will be performed. An Antiquities Permit will be prepared and submitted to the Texas Historical Commission (THC) for approval. A field investigation augmented by shovel testing for historical and archaeological resources will be required.

Additionally, mechanical trenching will be required in areas of previously undisturbed sediment with potential for archaeological resources, particularly in the western portion of the project. A report will be prepared summarizing the results of these investigations in compliance with Texas Antiquities Code (TAC) and Section 106 of the National Historic Preservation Act (as applicable). This report will be submitted to THC for review and concurrence and will be utilized during United States Army Corps of Engineers (USACE) coordination and permitting.

Following the completion of the project, field records, site forms, and project documents will be curated at the Center for Archeological Studies at Texas State University, per the requirements of the Antiquities Code of Texas.

USACE SELF-CERTIFICATION LETTER

Stantec assumes that the project can be permitted under the USACE Nationwide Permit 58 without notification to the USACE. Stantec will prepare a self-certification letter providing support for this conclusion. This assumes that no more than 0.10 acre of wetlands or waterbodies will be permanently impacted and no habitat for federally threatened or endangered species will be disturbed.

ASSUMPTIONS

- Stantec anticipates that approximately 12 shovel tests and 4 trenches, up to 6-feet deep, will be required.
- Right-of-entry is only required for Hidden Creek Golf Course, and right-of-entry will be provided by the City.
- The City will provide equipment access to the trench locations.
- It is assumed that the site will be readily accessible during standard business hours, Monday through Friday.



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- No specialized traffic control, including barricades, changeable message boards, security, and/or flag persons, are anticipated. No physical barriers are planned to delineate work zones within the golf course.
- While Stantec and its subcontractor will make an effort to reduce the risk of ground rutting and disturbances from equipment access and excavation around the golf course, minor rutting may still occur. This Scope does not include any restoration of the site to repair ruts.
- If archeological artifacts are found during the course of the field investigations, a separate scope for the proper handling of these materials, including fee estimate and anticipated schedule, will be prepared for City review. This Scope excludes Phase II archaeological assessment, treatment plan, and memorandums of agreement.
- If coordination with USACE or additional stakeholders are required, a separate scope, including fee estimate and anticipated schedule, will be prepared for City review.
- It is assumed that there is no federal funding for this project that would trigger the preparation of the Texas Water Development Board Environmental Information Document.
- Construction permits, such as right-of-way/road occupancy permits, will be acquired by the contractor. If additional permits are required, a separate scope, including fee estimate and anticipated schedule, will be prepared for City review.

TASK 6 – PRELIMINARY DESIGN

DATA COLLECTION & REVIEW

At the commencement of the project, Stantec will develop and submit a request for information. Once received, Stantec will review the existing information, including record drawings, master planning documents, City standards, and other information pertinent to the project.

30% DESIGN SUBMITTAL

Stantec will develop conceptual (30%) Design Drawings and a Class 5 OPCC. This includes development of a basemap showing properties, surface features, and utilities. The drawings are anticipated to include the following sheets:

- Cover Sheet.
- Notes Sheet – General Notes and Legend.
- Overall Site Plan.
- Sewer Plan Sheets at 1" = 20' horizontal scale.
- City Standard Details.



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DESIGN REVIEW

The City will have an opportunity to review and comment on the preliminary design deliverables. Stantec will also facilitate a virtual Design Review Meeting to discuss comments. All recommended improvements will be advanced to subsequent design phases.

DELIVERABLES:

- Design Drawings (30%) – electronic copy (PDF).
- Class 5 OPCC – electronic copy (PDF).
- Comment responses – electronic copy (PDF).

ASSUMPTIONS:

- Stantec shall be entitled to reasonably rely upon the accuracy and completeness of information and data provided by Client, its other consultants or obtained from generally acceptable sources within the industry, without independent verification, except to the extent such verification is expressly included in this Scope. Where such information or data originates either with the Client, or its separate consultants, or generally acceptable sources within the industry, then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.
- Drawings will be formatted as 22" x 34" sheets. CAD files will not be submitted as part of the 30% Design.
- Stantec CAD standards will be used for drawing style.
- CAD files will not be submitted as part of the 30% Design.
- The City will have a 3-week review time in order to maintain the project schedule.
- Stantec will facilitate 1 meeting with the City to review the preliminary design deliverables.
- The City will compile all comments into 1 document or comment log.

TASK 7 – DETAILED DESIGN

During detailed design, Stantec will develop the contract documents, which consist of the drawings and specifications, as well as updated OPCCs. Detailed design includes 90%, and 100%/Final Design Phases. The specific contents of the submittal for each phase are detailed in the sub-sections below.

90% DESIGN SUBMITTAL

Stantec will incorporate comments from the 30% Design to develop the 90% Design deliverables, which are 90% Design Drawings, draft technical specifications, and a Class 3 OPCC. The drawings are anticipated to include the following sheets:

- Drawings included in the 30% Design Drawings, updated as needed.
- Addition of construction phasing/sequencing notes to the Notes sheet (if needed).
- Control Sheet.



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- Addition of profiles to Sewer Plan Sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
- Existing Sewer Main Abandonment Plan.
- Tree Removal and Protection Plan.
- Village Creek Crossing Plan and Details.
- Details for Tie-in(s) to Existing Sewers.
- Pipeline Embedment & Trenching Details.
- Backfill/Restoration Details for Pavement and Grassed Areas.
- Erosion Control Sheet (if needed).
- Structural Details (if needed).

Stantec will also circulate the design to franchise utilities whose existing facilities are located within the Project limits and may be impacted by the proposed design. Stantec will document utility correspondence and incorporate any utility-specific requirements into the contract documents.

DESIGN REVIEW

The City will have an opportunity to review and comment on the 90% design deliverable. Stantec will also facilitate a virtual Design Review Meeting during the review to discuss comments. Once all review is complete, Stantec will provide comment responses. All recommended improvements will be advanced to subsequent design phases.

100%/FINAL DESIGN SUBMITTAL

Stantec will incorporate review comments from the 90% Design to develop the 100%/Final Design deliverables. The 100% Design Drawings are anticipated to include sheets as outlined in 90% Design Drawings. The Specifications will include the technical specifications and front-end documents. The Drawings and Specifications will be ready for bid and signed by a professional engineer licensed in the State of Texas. Stantec will also prepare a Class 2 OPCC.

ASSUMPTIONS:

- Drawings will be formatted as 22" x 34" sheets. CAD files will be submitted with the 100%/Final Design Phase only.
- Stantec CAD standards will be used for drawing style.
- Tree planting plans are not included in this Scope. If needed, a separate scope for arborist services, including fee estimate and anticipated schedule, will be prepared for City review.
- Hidden Creek Golf Course will perform any specialized restoration of the golf course features, such as on fairways. Stantec design will be to backfill to existing grade and stabilize the area prior to final restoration by others.
- It is assumed that the wastewater line will generally be replaced in the same trench, so no utility conflicts are anticipated. If utility relocations are required, a separate scope for



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supporting this coordination with the utility or any design, including fee estimate and anticipated schedule, will be prepared for City review.

- Traffic control plan will be developed by the contractor.
- When applicable, proposed work items will refer to City of Burleson or North Central Texas Council of Governments (NCTCOG) Standards.
- Front- End Documents (non-technical specifications) will be prepared by Stantec, using the City's standard documents following review by the City.
- The City will have a 3-week review time for each phase in order to maintain the project schedule.
- Only 1 round of detailed design comments is included in this Scope. Stantec will facilitate 1 meeting with the City to review the 90% Design Deliverables.
- For each review, the City will compile all comments into 1 document or comment log.

DELIVERABLES:

- Drawings:
 - 90% Design Drawings - electronic copies (PDF).
 - Contract Drawings (100%/Final Design Phase) – electronic copies signed by a professional engineer licensed in the State of Texas (PDF) and CAD files (DWG).
- Specifications:
 - Draft Technical Specifications (90% Design Phase) – electronic copies (Word).
 - Contract Specifications (100%/Final Design Phase) – electronic copies signed by a professional engineer licensed in the State of Texas (PDF).
- OPCC:
 - Class 3 OPCC (90% Design Phase) – electronic copy (PDF).
 - Class 2 OPCC (100%/Final Design Phase) – electronic copy (PDF).
- Comment responses – electronic copy (PDF) for 90% Design Phase.

TASK 8 – BID AND CONSTRUCTION PHASE SERVICES

Stantec will provide bid and construction phase services, as requested by the City, up to a fee of **\$35,470**.

BID PHASE SERVICES

The following tasks are included in the fee estimate for bid phase services:

- Attend 1 pre-bid meeting in-person.
- Provide written addenda to address comments from the pre-bid meeting.
- Revise Contract Documents to address addendum items.
- Answer Contractor's technical questions related to the Contract Drawings and Contract Specifications prior to bid submittals.
- Attend 1 bid opening meeting in-person.
- Provide a bid tabulation and letter of award recommendation.



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ASSUMPTIONS:

- The City will prepare the bid package.
- Stantec will not provide a reference check of the lowest bids.
- Stantec will work on tasks requested by the City and will notify the City when the allotted fee is nearing completion. Any tasks/items beyond that can be authorized by the City with additional fee, if necessary.

DELIVERABLES:

- Addendum to address comments from the pre-bid meeting, including revised Contract Documents as required.
- Bid tabulation and letter of award recommendation.

CONSTRUCTION PHASE SERVICES

The following tasks are included in the fee estimate for construction phase services:

- Prepare a Conformed Set of the Contract Documents.
- Attend 1 Pre-Construction Meeting in-person.
- Attend up to 7 monthly progress meetings virtually.
- Perform up to 5 half-day site visits during construction.
- Review up to 30 construction submittals.
- Review up to 8 requests for information (RFIs).
- Review up to 2 change orders (COs).
- Provide record drawings.

ASSUMPTIONS:

- The construction duration is assumed to be up to 8 months.
- The City will provide site inspection services.
- The City will facilitate monthly construction progress meetings.
- The City will handle contractor invoicing and track all documentation, including submittals, RFIS, and change orders.
- Record drawings will be prepared with red-line data obtained from the Contractor and/or the City. This information will be assumed to be reliable, and Stantec shall not be responsible for accuracy of this information, nor for any errors or omissions which appear in Record Drawings as a result.
- The City or Contractor will prepare tie-cards for laterals, if required.
- Stantec will work on tasks requested by the City and will notify the City when the allotted fee is nearing completion. Any tasks/items beyond that can be authorized by the City with additional fee, if necessary.



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DELIVERABLES:

- Conformed Set of the Contract Documents – electronic copies (PDF).
- Comments on construction submittals, responses to RFIs, and input on change orders via email or a digital construction management system identified by the City.
- Record drawings – electronic copies (PDF and CAD).



EXHIBIT "A" – FIGURE 1
12-INCH WASTEWATER LINE REPLACEMENT VILLAGE CREEK BASIN (GOLF COURSE) DESIGN
CITY PROJECT NO. WW2601



Revision	By	App'd	MMDDYYYY

Stantec
 CONSULTING ENGINEERS
 10000 WEST 10TH AVENUE, SUITE 1000
 DENVER, CO 80231
 TEL: 303.440.3000
 FAX: 303.440.3001
 WWW.STANTEC.COM

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

DATE PLOTTED: 11/11/2024 10:58:11 AM
 SURVEY EXHIBIT

**12" WASTEWATER LINE
 REPLACEMENT IN
 VILLAGE CREEK BASIN
 (GOLF COURSE)**
 PROJECT NO. WW2601

THE CITY OF
BURLESON
 TEXAS