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O: 817-469-1671  
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mma Project: 3416-00-02

August 26, 2022

City of Burleson EDC  
Mr. Alex Philips  
141 W. Renfro Street  
Burleson, TX 76028  
[aphilips@burlesontx.gov](mailto:aphilips@burlesontx.gov)  
817-426-9613

**Re: PROPOSAL FOR PROFESSIONAL SERVICES  
HOOPER BUSINESS PARK-REGIONAL DETENTION POND**

**PROPOSAL**

Dear Mr. Philips,

mma, inc. (MMA) is pleased to present the City of Burleson EDC (CLIENT) this proposal for professional consulting services for proposed improvements at 9640 FM 1902 and 9028 County Road 1019, Johnson County, Texas (PROPERTY). The City of Burleson EDC has purchased +/- 107 acres of land for a future business park. A future arterial road, Lakewood Drive, would bisect the property. The proposed business park would include a mixture of office, medical office, retail, restaurant, and general commercial uses. To accommodate these uses a regional detention pond is being proposed. The location of the future regional detention pond is shown on Exhibit A attached to this proposal. MMA will provide land surveying and civil engineering services for the design and preparation of construction plans for the proposed regional detention pond. We appreciate the continued opportunity to work with you on this project.

**SCOPE OF SERVICES**

**I. LAND SURVEYING SERVICES:**

- A. Topographic Survey (2 weeks)  
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 (1 week)

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 (4 weeks)

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 3<sup>rd</sup> Party drainage review comments.

B. Schematic Design Documents (2 weeks)

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. Civil Construction Plans (5 weeks)

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. Storm Water Pollution Prevention Plan (1 week)

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.

C. 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.

## COMPENSATION

### A. Payment Terms

CLIENT will pay MMA the lump sum fee or their 2022 Hourly rates (Hourly) for the services listed below. Any changes to the site plan will incur additional fees at the 2022 hourly rates, refer to Schedule A for hourly rates.

#### I. LAND SURVEYING SERVICES:

A. Topographic Survey	\$15,000 Lump Sum
B. Detention Pond Grading Verification	\$5,000 Lump Sum
<b>Sub Total</b>	<b>\$ 20,000 Lump Sum</b>

#### II. CIVIL ENGINEERING SERVICES:

A. Drainage Study	\$25,000 Lump Sum
B. Schematic Design Documents	\$15,000 Lump Sum
C. Civil Construction Plans	\$35,000 Lump Sum
D. Storm Water Pollution Prevention Plan (SWPPP)	\$2,000 Lump Sum
E. Construction Administration	\$8,000 Lump Sum
<b>Sub Total</b>	<b>\$ 85,000 Lump Sum</b>

**TOTAL** **\$ 105,000 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

### 2022 Hourly Rate Schedule

Zoning Consultant	\$ 250
Principal	\$ 200
Director	\$ 190
Senior Project Manager	\$ 165
Senior Land Surveyor	\$ 150
Project Manager	\$ 150
Project Surveyor	\$ 135
Project Engineer	\$ 135
Project Coordinator	\$ 125
GIS Manager	\$ 125
Engineering Production Manager	\$ 145
Landscape Architect	\$ 125
Graduate Engineer 2	\$ 120
Surveyor in Training	\$ 120
Urban Planner	\$ 100
GIS Analyst	\$ 100
Graduate Engineer 1	\$ 110
Designer	\$ 110
Landscape Designer	\$ 105
Technician 3	\$ 115
Technician 2	\$ 95
Technician 1	\$ 85
Survey Field Party (3-Man)	\$ 180
Survey Field Party (2-Man)	\$ 155
Survey Field Party (1-Man)	\$ 125
Project Assistant	\$ 75
Clerical	\$ 50

### MMA 2022 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
Color	\$10.00 per sheet
Mylar	\$12.00 per sheet

#### Blacklines

#### Xerox Copies

#### Mileage

\$ 1.50 per sheet
\$ 0.15 per side copy
\$ 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

### C. Provisions

CLIENT understands this agreement between the parties for such services for **Hooper Business Park-Regional Detention Pond** as set forth herein, is governed by the PROVISIONS attached to this proposal, the terms of which are an integral part of the agreement and incorporated here by reference.

MMA appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If this proposal meets with your approval, please sign both copies in the approval space and return one for our files. This proposal is valid for 30 days from the date of this proposal.

Sincerely,

**MMA, INC.**

  
\_\_\_\_\_  
Jacob Sumpter, AICP

Title: President

Date: August 26, 2022

Client hereby requests and authorizes MMA, Inc. (MMA) to perform the services outlined in this proposal.

**CLIENT: Burleson EDC**

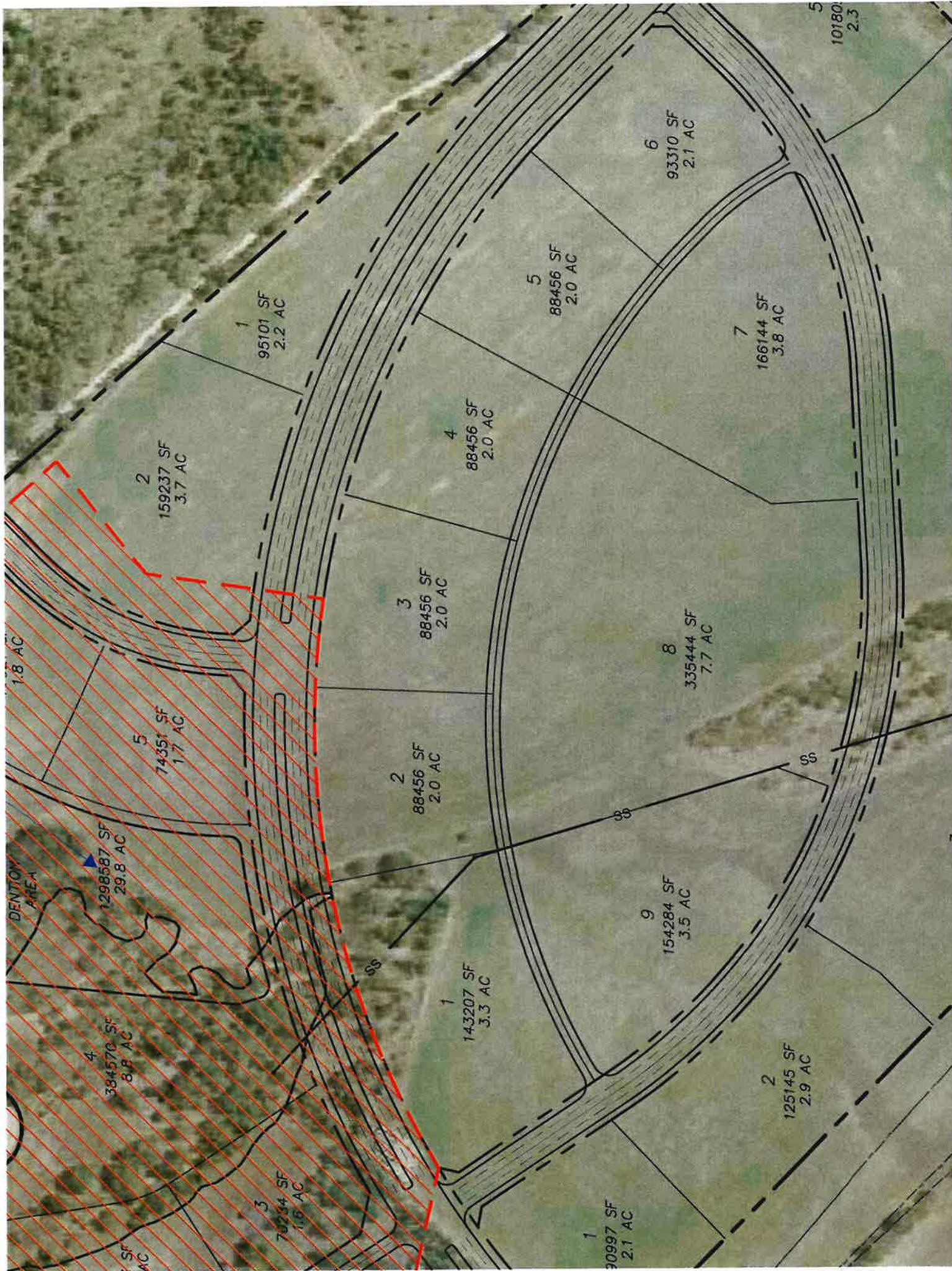
By: \_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_









## PROVISIONS

### 1. Authorization to Proceed

Execution of this AGREEMENT by the CLIENT will be authorization for MYCOSKIE & ASSOCIATES, INC. (MMA) to proceed with the work, unless otherwise specifically provided for in this AGREEMENT. CLIENT represents that CLIENT is the owner of the real property described herein, or is the authorized agent, trustee, or receiver for the owner of the real property described herein.

### 2. Cost Opinions

MMA has no control over market conditions or bidding procedures, MMA does not warrant that actual bids, construction cost, or Project economics will not vary from any cost opinions or Project economic evaluations provided by MMA.

### 3. Termination

Either party with or without cause may terminate this AGREEMENT by giving 30 days written notice to the other party. On termination, MMA will be paid for all work performed up to the termination date.

### 4. Payment to MMA

Payment for invoices for all work performed by MMA for CLIENT is due upon receipt of the invoice. Interest on the unpaid balance as reflected by the invoices or statements to CLIENT, may be charged by MMA at the highest non-usurious rate allowed by law, beginning thirty (30) days after date of invoice. Payments will be credited to interest first and then to the oldest principal balance due. Under no circumstances shall the amount paid, or agreed to be paid, or otherwise contracted for, charged or received by MMA, as interest, exceed the maximum non-usurious amount permissible under applicable State or Federal law. If from any circumstances whatsoever, fulfillment of any provision of this AGREEMENT, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance MMA shall ever receive as interest an amount that would be excessive, such excessive interest shall be applied to the reduction of the principal amount owing and not to the payment of interest, or if such excessive interest exceeds the unpaid balance, such excess shall be refunded.

### 5. Mechanics Lien

Notwithstanding any other provision of this AGREEMENT, MMA reserves the right to exercise all available lien rights which it may have, either statutory or common law, to enforce payment for its services. CLIENT hereby acknowledges and consents to MMA's right to assert a lien to secure the payment of its invoices against 1) the materials furnished in performance of the services described herein; 2) the plans, drawings, or other work product produced or prepared by MMA in performance of the services described herein; and 3) the real property described herein.

### 6. No Agency

CLIENT acknowledges that MMA is not an employee

or agent of CLIENT.

### 7. MMA's Personnel at the Project

The presence or duties of MMA's personnel at the Project site, do not make MMA or its personnel in any way responsible for those duties that belong to CLIENT and/or to contractors, subcontractors, or other entities, and do not relieve the contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. MMA and its personnel have no authority to exercise any control over any contractor, subcontractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty to inspect, note, observe, correct, or report on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site and MMA disclaims all such duties. MMA neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

### 8. Construction Observation

It is understood and agreed that MMA's basic services under this AGREEMENT do not include construction observation or review of the Contractor's performance. CLIENT acknowledges the Importance of such services and CLIENT will either perform those services or have such services performed by a party other than MMA.

If MMA does not perform full-time construction observation, CLIENT shall, to the fullest extent permitted by law, indemnify and hold MMA harmless from any loss, claim, or costs, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents, except for claims arising from the sole negligence or willful misconduct of MMA.

### 9. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of MMA for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the CLIENT. All such services requested of MMA by the CLIENT, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as may be mutually agreed, and payment for such services shall be in accordance with Section 4, unless and until there is a finding by a court or arbitrator that MMA's sole negligence caused CLIENT'S damage.

10. Arbitration

Any controversy or claim arising out of or relating to this AGREEMENT or MMA's involvement in the Project, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or other applicable rules of the American Arbitration Association then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.. The award rendered by the arbitrators will be final and will not be subject to appeal or modification except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sections 10 and 11)

11. Severability and Survival

If any of the provisions contained in the AGREEMENT are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this AGREEMENT for any cause.

12. Interpretation

The limitations of liability and indemnities will apply whether MMA's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to MMA's officers, directors, employees, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. MMA and CLIENT acknowledge that this AGREEMENT is the product of negotiations and agree that it shall not be construed or interpreted more harshly against either party.

13. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and MMA and has no third party beneficiaries.

MMA's services are defined solely by this AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

14. Liability

- a. MMA's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- b. To the maximum extent permitted by law, MMA's liability for CLIENT damages for any cause or combination of causes, will in the aggregate, not exceed the compensation received by MMA under the AGREEMENT.
- c. To the maximum extent permitted by law, the CLIENT will indemnify MMA from all claims, losses, and costs, including

litigation expenses and attorney's fees.

- d. CLIENT waives any right that limits, voids, or makes unenforceable the obligations of CLIENT set forth above. If any such right is deemed or ruled not to be subject to waiver, the parties agree that an amount equal to the obligation of CLIENT set forth above as if enforceable will be paid to MMA by CLIENT as additional compensation for MMA's services.
- e. As used herein, MMA includes the corporation, subcontractors, and any of MMA's officers, directors, or employees.
- f. Any claim for breach of contract, whether asserted by MMA or CLIENT must be brought within 2 years from the day following the act or omission giving rise to the breach of contract claim.
- g. Any claim for negligence or gross negligence by MMA must be brought within 2 years from the date of completion of services under the AGREEMENT by MMA or if MMA does not complete performance within 2 years from the date it last provided services to CLIENT.
- h. MMA specifically excludes any warranties, express or implied, which may arise by statute, common law, or equity, including specifically any warranty of fitness for a particular purpose or merchantability.
- i. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document.