

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 million, three hundred eighteen thousand, nine hundred and thirty-six dollars** and **31**/100 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
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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's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Stantec Consulting Services Inc.		
Attn: Alex Visotski		
6080 Tennyson Parkway Suite 200		
Plano	TX	75024

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,

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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.

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SIGNATURE PAGE

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

CITY OF BURLESON:

Stantec Consulting Services Inc.

By: _____

By: Gilbert, Daniel _____

Name: _____

Name: Daniel A. Gilbert

Title: _____

Title: Vice President

Date: _____

Date: March 23, 2023

APPROVED AS TO FORM:

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

ATTACHMENT A

I. Scope of Services

EXHIBIT “A”

SCOPE OF SERVICES

TOWN CREEK BASIN SEWER TRUNK RELIEF LINE PROJECT NO.:

A. PROJECT DESCRIPTION

In general, the project consists of:

1. Provision of preliminary engineering and design, final design, for approximately 12,500 LF of parallel sewer line improvements to be constructed along Village Creek in the Town Creek Sewer Basin. The parallel sewer line improvements will be aligned adjacent to or in the vicinity of the existing Village Creek Wastewater Relief Interceptor and extend between the discharge meter station, located in the Southern Oaks Golf Club in the northeastern region of the Town Creek Sewer Basin and a manhole located near the intersection of South Scott Street and Rigney Way, which is located west of South Burleson Road. In 2015, the estimated pipe diameters were determined to be between 30-inch and 42-inch.
2. Review of current population and wastewater flow projections and updating required sewer line pipe diameters, if required.
3. Design of improvements according to current City, North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, NCTCOG Special Provisions to Standard Specifications for Public Works Construction, State and Federal standards and guidelines.
4. Evaluation of up to two (2) sewer line routes including the conceptual route indicated in the 2015 Wastewater Master Plan Update and a preferred option recommendation.
5. Evaluation of the existing meter station design and installation to determine its adequacy to accommodate future flow projections according to the wholesale wastewater service agreement terms and conditions. Determine required improvements and make a recommendation.
6. Provision of technical support for wholesale wastewater service agreement modifications, if required.
7. Perform preliminary visual route survey and final topographical survey during the design phase.
8. Establish design criteria and project goals.

9. Prepare preliminary and final Engineer's Opinion of Probable Construction Cost (OPCC). The project OPCC will be updated at each design phase and will be Class 4 (margin of error +/- 50%) at 30 percent, Class 3 at 60, 90, and 100 percent (margin of error +/- 20 percent) and Class 1 at Final Bid Ready phase (margin of error +/- 10 percent).
10. Establish right-of-way (ROW) requirements and provide metes and bounds descriptions for affected property parcels.
11. Provide preliminary construction sequencing goals to minimize conflicts with other planned adjoining ongoing projects, if any.
12. Develop preliminary and final plan and profiles for the Town Creek Basin Sewer Trunk Relief Line improvements.
13. Develop meter station site layout, power, mechanical, and structural drawings, and specifications.
14. Perform a geotechnical investigation.
15. Perform environmental studies related to protected species, waters of the U.S., and cultural resources.

B. BASIC SERVICES

The Engineer's Basic Services consist of the services described below and include normal civil engineering services as well as those engineering services to be performed through the following subconsultants:

1. D&S Engineering Labs, LLC – Geotechnical Lab Testing Services
2. The Rios Group/Cobb, Fendley & Associates, Inc. – Subsurface Utility Engineering Services

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

1. Perform project management and administrative duties including subconsultant coordination, record management, project work plans and project task schedules, project cost controls, billing, and other miscellaneous activities.
2. Schedule and conduct a project kick-off meeting with the City Project Manager and relevant staff to establish project goals and preferences, prepare meeting agenda and meeting minutes for distribution to meeting attendees.

3. Schedule and conduct 12 project status meetings for design phase activities, prepare meeting agenda and meeting minutes for distribution to meeting attendees.
4. Develop, prepare, and monitor a project schedule and critical task milestones.
5. Assist the City with preparation of documents required for the approval of governmental authorities having jurisdiction over the Project.
6. Perform general administrative duties associated with the project, including monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.
7. Prepare and submit monthly progress reports to the City.
8. Maintain an "issues list" identifying date issues became known, person responsible for resolution, date solution will be provided, and final resolution of the issue.
9. Participate in meetings with the City including:
 - a. Progress meetings at draft and final Preliminary Engineering (30% design) stages.
 - b. Progress meetings at 30%, 60%, 90% and 100% design milestones.
 - c. Meetings with other agencies, as required.
 - d. Public meetings with neighborhood groups and other interested parties.
10. Assist the City in the preparation of documents for the customer advisory and City Council meetings for this project. Items may include, but not be limited to:
 - a. Presentation slides.
 - b. Project site photos.
11. Coordinate design with adjoining projects, if any.
12. Coordinate with the City to complete the design work in an orderly manner in accordance with the milestone schedule established in "Attachment A".
13. Prepare monthly progress reports for submission to the City with monthly requests for payment. Monthly status reports will include the latest OPCC, estimated final design completion date, and project updates.
14. Develop drawings in the current version of AutoCAD that shall be compatible with City standards and furnish a computer graphics file (.dwg format) of the final drawings.
15. Coordinate the integration of design, surveying, geotechnical investigations, environmental studies, ROW issues, traffic control, utility engineering, permitting, and other services as previously approved.

TASK 2 – ASSEMBLE, REVIEW AND EVALUATE EXISTING DATA

1. Assemble and review all City utility plans and studies for the project area including:
 - a. Final construction and proposed construction plans.
 - b. Water and Wastewater Master Plans.
2. Review any City Master Plan details as to their effect on the proposed improvements including, but not limited to, the following:
 - a. Transportation Master Plan.
 - b. Drainage Master Plan.
 - c. Parks Plan.
 - d. Future Land Use Plan.
3. Review existing field conditions, noting locations of improvements since last field surveys as shown on relevant as-built drawings.
4. Review existing materials and reports, including those obtained from the City, and perform field investigations to establish the final sewer interceptor alignment. The data reviewed will be used in the development of the project documents and will include, but not be limited to, the following:
 - a. Available wastewater flow model and population projections.
 - b. Current Water and Wastewater Master Plan.
 - c. City pipeline numbering system and Geographic Information System (GIS) mapping.
 - d. City standard details, specifications, design manuals and guidelines.
 - e. Property ownership and tax plat information.
 - f. Existing survey data.
 - g. Existing water, wastewater, storm drainage, and paving Record Drawings.

TASK 3 – PRELIMINARY ENGINEERING REPORT AND 30% DESIGN

Prior to commencement of this task, written right of entry (ROE) into private property will be secured by the City and conveyed to the Engineer and subconsultants. The Engineer will contact property owners at least 24 hours in advance of entering any private property. The Engineer and its subconsultants will abide by all covenants and restrictions as noted in the ROE agreements.

The Engineer will be responsible for notifying the appropriate utility companies to coordinate proposed improvements and required adjustments, if any. In addition, the Engineer will be responsible for preparing plans for the adjustment, removal, or relocation of utility facilities in

accordance with applicable State and Federal laws, regulations, rules, policies, and procedures. The Engineer will include copies of correspondence with utility companies in the submittal.

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 the Services. 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.

A. Town Creek Basin Sewer Trunk Relief Line

1. Perform pipeline route analysis including alignment as shown in the 2015 Wastewater Master Plan Update and one (1) additional corridor or route and identify potential constraints and benefits along each pipeline route. Prepare and recommend best value horizontal alignment.
2. Review and/or develop hydraulic design parameters including minimum, peak dry and peak wet weather flow rates as well as minimum and maximum velocities for each proposed pipeline route.
3. Develop and prepare preliminary (30 percent design level) plan sheets for the recommended pipeline route.
4. Identify property owners and potential parcels required for permanent and temporary working space easements. Prepare a list of properties and owners for City review.
5. Prepare a preliminary cost estimate for all proposed sewer line improvements.

B. Meter Station

1. Plan and participate in one (1) site visit with relevant staff at the Cities of Burleson and Fort Worth to observe hydraulic, structural and equipment installation, vehicle and personnel access, power source, security, ventilation, and other site conditions at the existing meter station located at the Southern Oaks Golf Course.
2. Review available wholesale wastewater service contract, meter service and calibration records, flow data, floodplain data, equipment specifications, and engineering and design documents related to the existing meter station.
3. Determine whether existing meter equipment has the capacity to accommodate projected total wastewater flows at the required accuracy and the suitability of the meter installation location for the anticipated hydraulic conditions.

4. Review locations for connecting the Town Creek Basin Sewer Trunk Relief Line upstream of the existing meter station that maintain required hydraulic conditions for meter accuracy and determine suitable locations for meter relocation, if required. Determine and recommend the location for meter equipment that least impacts required meter accuracy under projected flow conditions.
5. Review available wastewater meter technologies and recommend the most appropriate type and size for use in this application should the existing meter equipment be determined to not be adequate for reuse with the projected flow conditions.
6. Review Town Creek Basin Sewer Trunk Relief Line model results and system hydraulics performed by others. Provide findings and any recommendations to the City on required changes to the proposed pipe diameters, system connections, and to minimize hydraulic impacts to meter operations.
7. Review existing power sources and determine required modifications to the power supply, if any.
8. Review the existing ventilation system and determine improvements required for personnel safety and odor control, if any.
9. Review existing instrumentation and data communications system and determine required improvements, if any.
10. Develop and prepare equipment drawings (30 percent design level) for new meter equipment.
11. Prepare a preliminary cost estimate for proposed improvements.
12. Prepare a Preliminary Meter Station Design Memorandum that shall include documentation of the existing meter site condition, the design criteria, and alternatives for relocation and/or reconstruction of the existing meter station with associated construction costs. The Preliminary Design Memorandum shall be submitted to the City for coordination with the City of Fort Worth for review and concurrence. The submittal shall be emailed in .pdf format and will be provided for distribution to relevant stakeholders as the City deems appropriate.
13. Plan and participate in one (1) review meeting with the Cities of Burleson and Fort Worth. All suggestions and comments will be incorporated into the Final Meter Station Design Memorandum.
14. Prepare final version of Meter Station Design Memorandum based on comments received from the Cities of Burleson and Fort Worth and submit to the City. The

submittal shall be emailed in .pdf format and will be provided for distribution to relevant stakeholders.

C. Preliminary Design Report

1. Prepare the Preliminary Design Report that summarizes all sewer trunk line evaluations, results, and recommendations as well as the preliminary meter station design memorandum, drawings, and cost estimates developed during the Preliminary Design phase. Electronic copies (in .pdf format) will be provided for distribution to relevant stakeholders. All recommended improvements will be advanced to subsequent design phases.

TASK 4 – SURVEYING SERVICES

A. Topographic & Tree Survey

Perform a topographic survey within the limits of the proposed Town Creek Basin Sewer Trunk Relief Line conceptual alignment as shown in “Attachment B”. The project corridor extends approximately 12,500 feet from the existing meter station at the Southern Oaks Golf Club to an existing manhole at the intersection of Rigney Way and S. Scott Street. The corridor width will be 150 feet adjacent to the existing wastewater line for most of the alignment and will include the following items:

1. Identify property owners and request ROE for affected private properties.
2. Provide benchmarks every 1,000 ft and sufficient horizontal control points along the project corridor for use as the construction baseline. Horizontal control for this project will be based on the North American Datum of 1983 (NAD83), (2011), Texas State Plane Central Zone, in US Survey Feet. Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid 12b, in US Survey Feet, and referenced to the City of Burleson GPS control monuments.
3. Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features including, but not limited to, pavement markings, curbs, driveways, pavement edges, traffic signs, sidewalks, ramps, fences, guardrails, signs, walls, mailboxes, culverts, storm drain outfalls and inlets, surface utility features and utility markers.
4. Provide contours at one-foot intervals. Elevations will be taken on an approximate 50-foot grid, at abrupt changes in grade, and along drainage courses. Survey point data will be provided on a separate level and will not be part of the final plotted drawings.
5. Provide spot elevations at the top of accessible utility manhole covers. Provide invert elevations of manholes, elevations of pipes entering and/or exiting manholes of

accessible sanitary sewer and storm drain structures. Provide locations and invert elevations of sanitary cleanouts on main lines and provide top elevations of valve nuts of accessible valves on main lines.

6. Provide traffic control as necessary to perform the work described under Item 5.
7. Provide sizes, locations, subspecies, and tree tags for trees 8" in diameter and larger. Cedar and pine trees will not be included under this requirement. Trees located outside the survey limits (i.e., overhanging into the survey limits) will be approximately located but not tagged.
8. Provide horizontal and vertical data for approximately 19 geotechnical boreholes along the project corridor.

B. Boundary Survey

1. Locate sufficient boundary/ROW monumentation, obtain and review available subdivision plats, property deeds (unplotted tracts) identified from Central Appraisal District of Johnson County and Tarrant Appraisal District records, obtain and review available City of Burleson and/or State ROW records to perform calculations/analysis and re-establish the boundary lines of the properties affected by proposed easements. The boundary lines will be used in the preparation of the easement documents, as referenced in Task 9 below.
2. Show 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.
3. A drawing will be provided for use in engineering design and plan sets. No exhibits will be prepared for this effort.

TASK 5 – SUBSURFACE UTILITY ENGINEERING (SUE)

1. Perform subsurface utility engineering (SUE) Quality Level B in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities that are within the proposed 12,500-foot design corridor. This level of work includes acquiring as-built documentation from utility companies and contacting their representatives. The limits of investigation will be 100 feet extended in both directions from the extents of the proposed City easement. The Quality Level B field findings will be surveyed and will be delivered in the form of a CAD base file.

2. Perform additional subsurface utility engineering for up to 10 Quality Level A SUE test holes to confirm the horizontal and vertical location of existing utilities (e.g., gas lines, water lines, and communication lines) that cross the proposed pipe alignment.
3. To the extent possible, the test holes will be performed as close as possible to anticipated crossing locations. The test hole work will be coordinated with the applicable utility company and any necessary permissions or permits will be acquired. The location and results of the test holes will be surveyed and incorporated into the project base file and the relevant information will be reflected in the plan sheets and specifications. A separate summary report, signed and sealed by a professional engineer licensed in the State of Texas, of the findings shall be provided. The report shall include site photos, ground elevation, depth to top and bottom of utility elevation, horizontal location coordinates, and type of material of existing utilities.

TASK 6 – GEOTECHNICAL INVESTIGATION

1. Utilize applicable existing geotechnical data for proposed improvements, if available, from the City.
2. Provide for and coordinate required geotechnical investigation work. Borings will be located and drilled at an approximate 700-ft to 1000-ft spacing along the alignment of the proposed pipeline, based on accessibility of locations.
3. Additional geotechnical borings required to complete any data gaps will be performed as Additional Services, as deemed necessary.
4. The field and laboratory data will be analyzed to develop geotechnical engineering recommendations. A geotechnical engineering report will be prepared to include the following:
 - a. Finalized boring logs.
 - b. Laboratory test results.
 - c. Plan of boring locations.
 - d. Soil and groundwater conditions at the boring locations.
 - e. Identification of geotechnical risks (i.e., presence of fills, expansive or compressible soils, voids or under compacted areas, corrosive soils, etc.).
 - f. Geotechnical design recommendations for:
 - i. Foundation type, depth, and allowable loading for the Meter Station.
 - ii. Foundation construction considerations.
 - iii. Floor slab subgrade preparation procedures for the Metering Station.
 - iv. Recommendations for below grade construction of the Metering Station.
 - v. Pipe bedding recommendations.

- vi. Backfill and compaction recommendations to minimize post-backfill settlement of the pipeline trench.
 - vii. Geotechnical data report (GDR) to support contractor's trenchless tunnel methodology beneath I-35W and Renfro Street. The GDR includes descriptions of the site exploration programs; all boring logs and results from other site investigations; descriptions of field and laboratory testing methods; and the results of all field and laboratory testing.
5. Provide geotechnical investigation summary report for City's records in .pdf format. Engineer shall include soil boring information in the final Contract Documents. The final geotechnical report shall be made available to interested contractors during the bid phase.

TASK 7 – ENVIRONMENTAL STUDIES

1. Perform environmental studies and the preparation of technical letter reports covering threatened and endangered species, waters of the U.S., and cultural resources. The environmental services to be performed include the following:
- a. Protected Species
A desktop review and site 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 review and use during agency coordination and permitting (three [3] copies).
 - b. Section 404 of the Clean Water Act (i.e., jurisdictional waters of the U.S.)
An assessment of jurisdictional waters of the U.S., including wetlands, within the project area to support compliance with the Clean Water Act (CWA) will be performed. A waters assessment report documenting the results of the assessment will be prepared for review and use during agency coordination and permitting (three [3] copies).
 - c. Cultural (Historical and Archeological) Resources
The cultural resources task will include a background review of historical and archaeological sources, including an inventory of recorded sites from the Texas Archaeological Research Laboratory. An Antiquities Permit will be prepared and submitted to the Texas Historic Commission (THC) for approval. A pedestrian survey 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. 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 (three [3] copies).

TASK 8 – PERMITTING

1. Review City of Burleson, City of Fort Worth, City of Fort Worth Aviation Department, Texas Department of Transportation (TxDOT), USACE, THC and other local, State, and Federal agencies' applicable rules, regulations and permitting requirements and prepare engineering data necessary and submit applications for routine permits required by these agencies.
2. Prepare and secure required environmental permits for the sewer trunk relief line design and provide the following environmental permitting support services:
 - a. Prepare the USACE Preconstruction Notification (PCN) suitable for submittal to USACE.
 - b. Attend one (1) pre-application meeting at USACE's Fort Worth District office to present the permitting strategy and documentation.
 - c. Prepare USACE Nationwide Permits, which are anticipated to be Permit-58 (Utility Line) and Permit-13 (Bank Stabilization).
 - d. Coordinate and attend one (1) on-site meeting with USACE and other agency reviewers.
 - e. Prepare and support authorization of a Section 404 Permit from USACE.
 - f. Review Archaeological Survey/Permit (THC).
 - g. Obtain Texas Commission on Environmental Quality's (TCEQ's) requirements and submit project to TCEQ for approval.
 - h. Prepare required environmental documentation for obtaining permits from the Cities of Burleson and Fort Worth (if required).
 - i. Respond to up to two (2) requests for additional information by each regulatory agency.
3. Support the City with stakeholder coordination during the process of permitting and incorporating their requirements into the design criteria.

TASK 9 – EASEMENT PREPARATION

1. Establish the location of existing easements and property lines based on Task 4.b. above.
2. Prepare a ROW strip map. The strip map shall include parcel numbers, ownership, types of existing and proposed easements, area and bearings and distances.
3. Prepare legal descriptions and exhibits for required easements (permanent and temporary). The legal descriptions and accompanying exhibits will be signed and sealed by a Professional Land Surveyor registered in the State of Texas. At least two (2) corners of the proposed easement will be tagged with coordinates referenced to the Texas State Plane Coordinate System, North Central Zone (NAD83).
4. For each parcel, furnish GIS data compatible with Esri ArcGIS (.shp file). GIS data files must contain both graphic spatial features and attribute database tables. These items should be contained in a single Esri shapefile with equivalent data provided in .dwg format.

TASK 10 – DETAILED DESIGN AND TECHNICAL SPECIFICATIONS

A. Town Creek Basin Sewer Trunk Relief Line and Meter Station Improvements

1. Prepare and submit plans and specifications for the construction of the project including sewer line and associated appurtenances, meter station, pavement repair, streambank, and ground surface restoration for the 60 percent, 90 percent and 100 percent design reviews, at the level of completion sufficient to the level of design at the time of the submittal. Each such submittal will include the various discipline plans, technical specifications, and details as appropriate to the level of design at the time of the submittal.
2. Participate in three (3) quality assurance/quality control (QA/QC) review meetings with the City. These meetings will be held at the 60 percent, 90 percent, and 100 percent project completion stages. The Engineer shall provide a determined amount of half-size hard copies (not to exceed 10 review sets) per submittal and a determined amount (not to exceed 10 review sets) of specifications a minimum of five (5) working days prior to the scheduled review meetings. A meeting memorandum will be prepared documenting major revisions and decisions made during each of the meetings. These meetings will be held at the City's offices.

3. Pipeline drawings will include plan and profiles at one-inch equals 20 feet scale horizontally and one-inch equals four (4) feet vertically on 22-inch x 34-inch paper size (half-size plans will have one-inch equals 40 feet horizontal scale).
4. Meter installation improvements drawings will incorporate standard details from the City and special details as necessary. Meter station design will conform to Cities of Burleson and Fort Worth design manuals, technical specifications, policies, and standards. Drawings will include, but not be limited to, the following:
 - a. Demolition plan/profile.
 - b. Structural design sheets.
 - c. Meter station site plan.
 - d. Meter station electrical plan.
 - e. Temporary by-pass metering plan, if required.
5. Incorporate standard details from the City and prepare special details as necessary.
6. Incorporate findings from the GDR into design plans.
7. A Geotechnical Baseline Report (GBR) will be prepared for tunneled crossings. The GBR describes expected ground conditions, expected ground behavior in an excavation, and methods of construction anticipated to be necessary to control ground behavior. The GBR is a recognized risk management tool in underground construction. It provides contractors a clear basis of design for all for bidding; allows the design team to clearly convey anticipated conditions; and provides a contractual document for evaluating claims of differing site conditions.
8. Prepare required technical specifications and/or obtain standard specifications from the Cities of Burleson and Fort Worth to incorporate into the standard Contract Documents for the project including, but not limited to:
 - a. Pipe materials.
 - b. Manhole and junction boxes.
 - c. Tree protection.
 - d. Ground surface, street pavement and streambank restoration.
 - e. Wastewater bypass and spill prevention plan.
 - f. Open-cut and trenchless construction methods.
 - g. Permanent access fences and signage.
 - h. Meter equipment.
 - i. Traffic control during construction.
9. Prepare general notes for Contractor's preparation of the SWPPP.

10. Prepare structural design drawings for siphons, junction boxes, and/or aerial crossing (if necessary).
11. Provide recommendation for the material of the proposed interceptor and manhole structures to meet the guidelines of the Cities of Burleson and Fort Worth.
12. Improvement drawings will include, but not be limited to, the following:
 - a. Cover sheet.
 - b. General notes.
 - c. Project layout, including temporary and permanent access areas, laydown, and staging areas.
 - d. Survey control.
 - e. Erosion control plan, notes and details.
 - f. Bank stabilization plan, notes and details.
 - g. Demolition plan/profile (if necessary).
 - h. Structural design sheets.
 - i. Plan sheet reference.
 - j. ROW strip map.
 - k. Pipeline plan/profile sheets.
 - l. Details and connections.
 - m. Meter station site plan.
 - n. Meter station electrical plan (if necessary).
 - o. Wastewater bypass pumping criteria, requirements, and details (if necessary).
 - p. Traffic control plan and required permits and/or coordination with public agencies.
 - q. Geotechnical bore log(s).
13. Apply survey northing and easting coordinates in electronic format (Texas State Plane, NAD 83) of all the City's proposed structures. Include the surface coordinate adjustment factor and detailed datum information used for uploading into the City's GIS.
14. Review information provided in the geotechnical report for design of the project. Incorporate the general notes, standard details, foundation design, and detailing and special specifications into the project documents.
15. Submit plans and specifications and other documents to the City for delivery to applicable regulatory agencies and affected cities for approval, including three (3) sealed sets of plans and specifications at least 30 days prior to advertisement for bid.

16. Provide AutoCAD or other electronic files in a format suitable for the City's use. PDF copies of each submittal phase will be provided for distribution to relevant stakeholders.
17. Address and incorporate responses to applicable comments from the City and other regulatory agencies into 100 percent plans and specifications for bidding purposes;

TASK 11 - ADDITIONAL ENGINEERING SERVICES

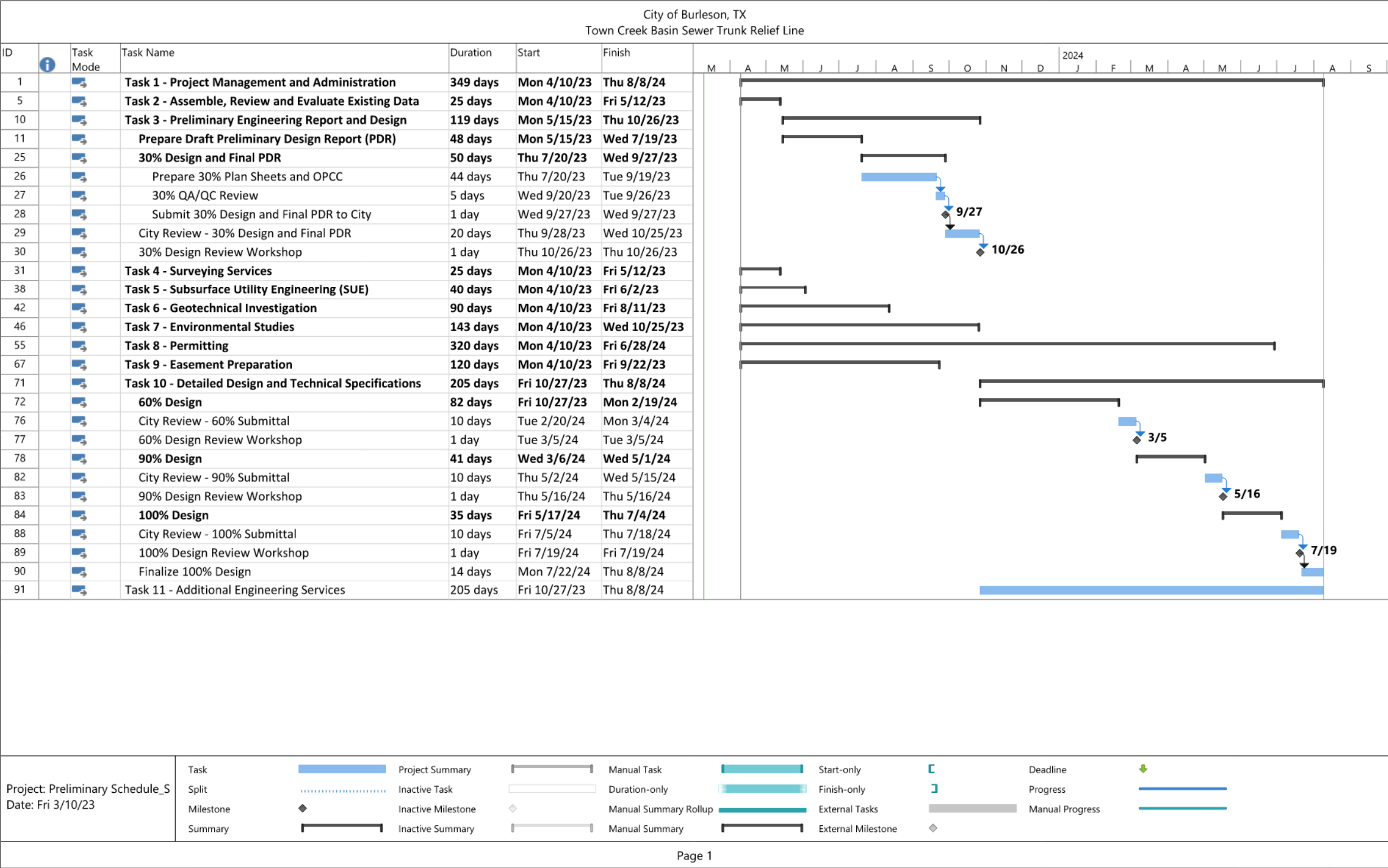
Various Additional Services incidental to the project, but not within the scope of the Basic Services, may be added and performed upon request and written approval of the City subject to **an additional charge**. Additional services may include but not be limited to the following:

1. Perform video inspection and/or pipeline cleaning.
2. Perform additional subsurface excavation in the event such excavation is required to locate existing facilities.
3. Prepare legal descriptions and plats in addition to the quantity indicated in Item B. Task 2.
4. Perform additional geotechnical assessment to determine soil, water table, or trenching characteristics.
5. Furnish construction plans and specifications.
6. Complete redrawing of construction plan sheets, if required, to reflect changes made in the scope of the construction contract after submission of final plans to the City.
7. Coordinate with landowners for right of entry or other project related requirements.
8. Provide additional full-size and/or half-size final plan sets and specifications for the project in addition to the quantity indicated in Item B Tasks 10.
9. Provide additional borings which may be occasioned by the depth to rock being deeper than anticipated or because of variability in geological conditions which necessitate additional evaluation to adequately define the stratigraphy.
10. Provide additional tree survey beyond services performed during initial contracted services.
11. Provide additional subsurface utility engineering level A SUE test holes to the quantity indicated in Item B Task 5.
12. Permit application fees and mitigation costs are not included in this agreement.
13. Environmental services are based on assumption that no state or federal funding is involved.
14. Presence/absence surveys for protected species, if necessary, will be conducted under an additional scope and budget, as needed.

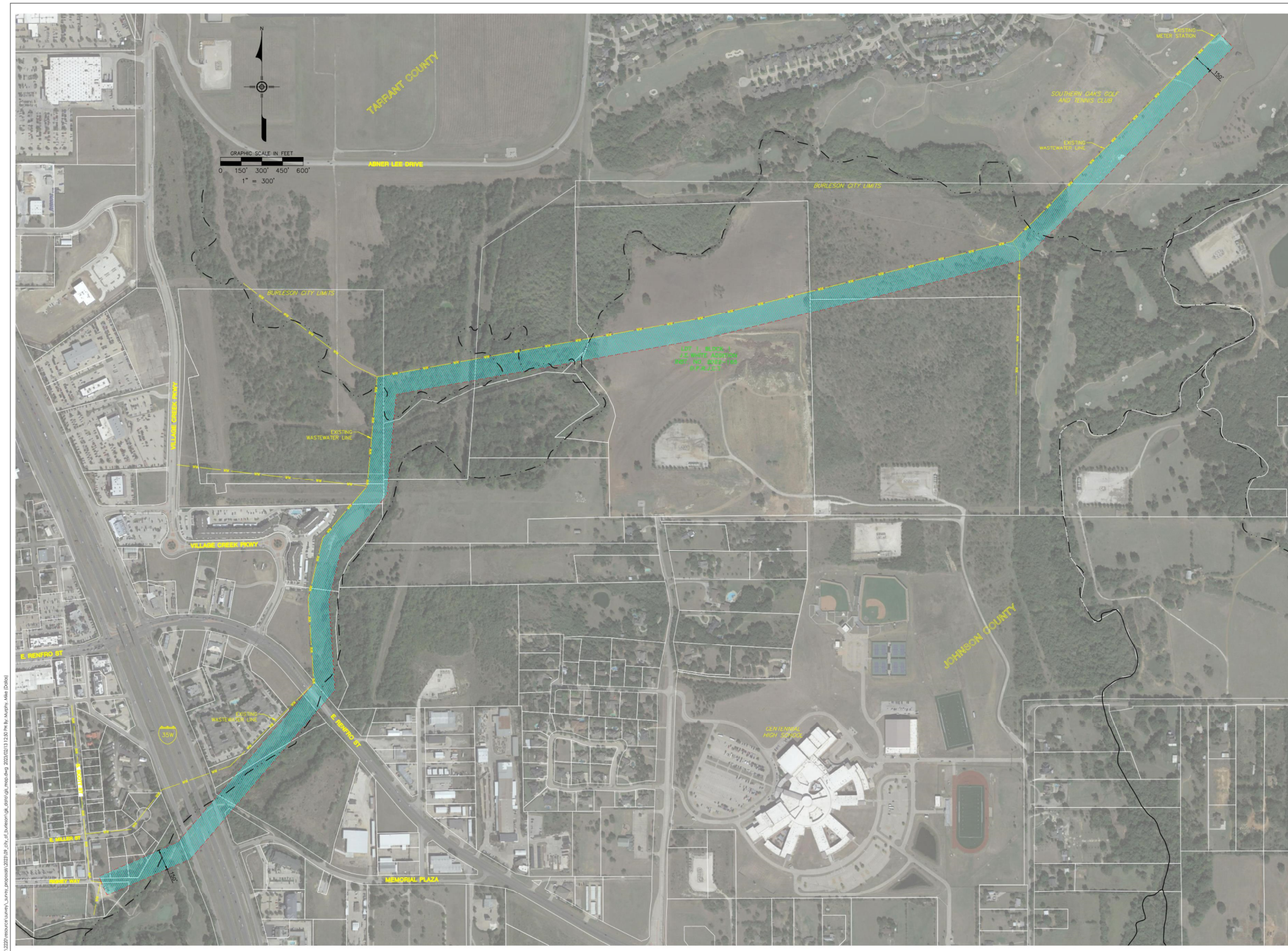
15. Coordination with Texas Parks and Wildlife and U.S. Fish and Wildlife Service and any associated survey or permitting is not included in this Agreement. A separate scope and budget will be requested if these services are required.
16. Preparation of an Individual Permit and/or mitigation planning and performance associated with the Section 404 of the Clean Water Act is not included in this Agreement. A separate scope and budget will be requested if these services are required.
17. Preparation of a National Environmental Policy Act (NEPA) environmental document is not included in this Agreement. A separate scope and budget will be requested if this document is required.
18. Testing and/or mitigation planning for any potential historic or archeological sites will be addressed under a separate scope and budget.
19. Documentation and curation of one cultural resources site is included in this Agreement. If additional sites requiring documentation and/or curation are required, a separate scope and budget will be requested.
20. Above-ground cultural resources surveys are not included in this Agreement.
21. This Agreement includes up to 10 person-days of cultural resources pedestrian surveys and eight person-days of mechanical trenching. A separate scope and budget will be requested if surveys in excess of these limits are required.
22. Surveys and environmental review of Contractor and Construction Specific Activities such as borrow pits, batch plants, etc. are not included in this Agreement. Environmental clearances, including permits, will be obtained by the construction contractor.

Stantec staff will estimate the right-of-way acquisition costs for each easement considering potential damages that may accrue as a result of the acquisition and apply incremental fees where condemnation is required. The landowner will be contacted to explain in detail the effects of the proposed acquisition. Negotiations will be made with the Landowner until an amicable agreement is reached or further negotiations are refused by the landowner. A report will be submitted to the client along with other documents required for the proper conclusion of the acquisition.

ATTACHMENT A – PROJECT SCHEDULE



ATTACHMENT B – PROPOSED TOPOGRAPHIC SURVEY AREA





 **Stantec**

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Client/Project	CITY OF BURELSON TOWN CREEK BASIN - SEWER TRUNK RELIEF LINE
SITE ADDRESS	City, State/Prov
SITE EXHIBIT	

Project Number:		2220XXXXXX	
File Name:		gis_map.dwg	
MJM			2023.02.13
Dwn.	Chkd.	Disgn.	YY.MM.DD
Drawing No.			
Revision		Sheet	

Scope of Services
TOWN CREEK BASIN SEWER TRUNK RELIEF LINE
Project No.

Exhibit A