



**MARCH 5, 2025**

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

**ALSBURY + HULEN COMMUNITY PARK - PHASE 1**

**CITY OF BURLESON**  
LandDesign PN: 8525029

This Agreement is made and entered into as of the 7th day of April, 2025, by and between City of Burleson (the "Client") located at 141 W. Renfro Street, Burleson, TX 76028 and LandDesign, Inc. (the "Consultant") located at 5217 Alpha Road, Suite 140, Dallas, TX 75240.

The Client desires to retain the services of the Consultant to provide design services for Phase 1 for the Client's Alsbury and Hulen Community Park (the "Project") pursuant to the terms and conditions herein.

**ARTICLE 1: CONSULTANT'S RESPONSIBILITIES**

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant's services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client's consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant's services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client's consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

**ARTICLE 2: CONSULTANT'S BASIC SCOPE OF SERVICES**

2.1 Consultant's Basic Services consist of those described in Scope of Services (the "Scope of Services"), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit "A" and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the "Consultant's Documents".

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2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement ("Pre-Agreement Services"). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client's directive or substitution made without the Consultant's written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant's Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant's site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant's Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor's failure to perform its work in accordance with the requirements of the Consultant's Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant's review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant's Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant's review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor's responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project's property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which shall be considered Additional Services under Section 2.4.

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### **ARTICLE 3: CLIENT'S RESPONSIBILITIES**

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates Jen Basham as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and its subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

### **ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES**

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4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed hereto as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Client shall make payment in accordance with Chapter 2251 of the Texas Government Code.

#### **ARTICLE 5: INSURANCE & INDEMNIFICATION**

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

- i. General Liability insurance policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Automobile Liability insurance policy limits of One Million Dollars (\$1,000,000) combined single limit.
- iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- iv. Workers' Compensation insurance policy limits of One Million Dollars (\$1,000,000) each accident, each employee and policy limit.
- v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars (\$3,000,000) per claim and in the aggregate.

5.2 This section is intentionally omitted.

5.3 This section is intentionally omitted.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.

5.5 This section is intentionally omitted.

5.6 This section is intentionally omitted.

5.7 The indemnity provision set forth in Section 5.4 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

#### **ARTICLE 6: TERMINATION OR SUSPENSION**

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by

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Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of its services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to perform its payment obligations under this Agreement shall result in the following (at Consultant's sole election):

- i. When sums due and owing under a Consultant invoice are 60 or more days past due, any duty or obligation on the part of Consultant to submit any of Consultant's Documents to a governmental entity or other authority having jurisdiction (an "AHJ Submittal") shall cease. Client understands and agrees that Consultant shall not submit any AHJ Submittal if Client is not in compliance with its payment obligations under this Agreement.
- ii. Consultant shall endeavor to advise Client no less than two weeks prior to the deadline for an AHJ Submittal that sums due and owing to Consultant are 60 days or more past due and that the AHJ Submittal will be delayed if Client fails to meet its payment obligations prior to the deadline for the AHJ Submittal. Notwithstanding the foregoing, nothing contained within this Subsection 6.2.ii shall obligate Consultant to provide additional notice to Client of Client's failure to perform its payment obligations, other than Consultant's usual and ordinary periodic submission of invoices and account statements to Client.
- iii. When sums due and owing under a Consultant invoice are 120 or more days past due, Consultant, at its sole election, shall suspend all of its services until the Client's payment failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruptions and resumption of services, are fully paid.
- iv. Consultant shall notify Client of its intent to suspend its services not later than 7 days prior to exercising its election to suspend its services pursuant to this Subparagraph.
- v. In the event that Client fails to meet its payment obligations 30 days after suspension of Consultant's services, Consultant shall (at its sole election) terminate this Agreement.

6.3 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.4 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.5 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.6 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

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6.7 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

#### **ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS**

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project. Client's compliance with its payment obligations under this Agreement is a condition precedent to the existence of the non-exclusive license in the Consultant's Documents and said license shall terminate immediately in the event that Consultant suspends its services pursuant to Subsection 6.2.iii of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued use of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party") request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

#### **ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the

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successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of Texas, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.  
PO Box 36959  
Charlotte, NC 28236  
223 N. Graham Street (28202)

b. If to Client, addressed to:

City of Burleson  
141 W. Renfro Street  
Burleson, TX 76028

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of Texas, which shall have exclusive jurisdiction of said dispute.

8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

This Agreement was entered into as of the day and year first written above.

**LANDDESIGN, INC.**

DocuSigned by:  
BY: Brian Dench  
Brian Dench for LandDesign, Inc.  
Principal

DATE: 3/20/2025

**CITY OF BURLESON**

BY: \_\_\_\_\_  
Tommy Ludwig, City Manager

DATE: \_\_\_\_\_

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## **EXHIBIT A**

### **SCOPE OF SERVICES**

Based on the Request from City staff during a meeting on February 12, 2025, the Consultant shall provide design services for the preparation of the Construction Documents for Phase 1 of the Alsbury and Hulen Community Park. The Phase 1 Construction Documents will be based upon the City approved Schematic Design that is currently being completed by the Consultant. The Consultant shall work concurrently with the City to obtain final approval of the Schematic Design package. As discussed with the City staff, Phase 1 will consist of the following:

- Internal street from Hulen Street to a temporary turn around just past food truck loop.
- Parking in the vicinity of Hulen Street.
- Food Truck loop.
- Three (3) softball fields with minimal amenities.
- Detention / Retention pond with fountains and aeration.
- Well and Pump to maintain pond's water level.
- Onsite electrical design to serve recreational amenities and associated lighting.
- Geotechnical investigation and report.
- Drainage analysis and report.

### **PROJECT MANAGEMENT**

The Consultant is committed to providing the City with a dedicated team for this and each additional assignment under the long-term relationship.

For overall project administration, Brian Dench shall serve as the primary point of contact with the City's Project Manager (PM), marshalling the expertise and resources needed through all project phases. Consultant anticipates employing a dedicated, core team of individuals:

- Project Manager / Point of Contact – Brian Dench
- Managing Partner – Heth Kendrick
- Project Designer(s) – Mix of Designers

This size and mix of team skills has been found ideal for these types of collaborative efforts, with additional supporting staff brought in for specific project elements (surveying, environmental, etc.) as needed. The Consultant is a multi-disciplinary firm offering planning, landscape architecture, and civil engineering, which is a differentiator that has proven to be of great value to the Consultant's Clients.

### **SUB-CONSULTANTS**

In addition to the Scope of Services described below, the following are other team members that may be required for the project:

- A. Architect.
- B. Land Use Attorney.
- C. Traffic Engineer.
- D. Dry Utility/Underground Utility Location Consultant.
- E. Sustainability/Renewable Energy Consultant.
- F. Noise Consultant.
- G. Structural Engineer.
- H. Subsurface Utility Engineer (SUE).
- I. Arborist.

The City shall be responsible for providing other sub-consultants which may be required for the Project. If the City desires the Consultant to procure and manage subconsultants to provide these design services, then a 10% mark-up will be added to subconsultant fees.

The Consultant shall coordinate with the City to ensure that the work prepared by subconsultants



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is fully coordinated, however, the Consultant is not responsible for the work prepared by subconsultants provided by the City.

#### **I. ROADWAY AND PARKING INFRASTRUCTURE CONSTRUCTION DOCUMENTS**

#### **PHASE 400**

Per the Client approved Schematic Design, provide design and permitting for the Phase 1 limits of the internal roadway and parking including:

- A. Prepare a Construction Document package suitable for permitting to City:
  - 1. Roadway plan and profiles.
  - 2. Erosion Control plan and details.
  - 3. Grading plan.
  - 4. Drainage area map and calculations.
  - 5. Storm Drainage plan and profiles.
  - 6. Right Turn / Deceleration Lane on Hulen Street at new roadway connection.
  - 7. City Standard Construction Details.
- B. Provide conduit crossings for future public water and sanitary sewer crossings (Future utilities to be coordinated with Client).
- C. Coordinate conduit crossings for the private utilities for power and coordinate with Client about conduit crossings for future private utilities (gas, data, telecom systems, etc.). Consultant's Scope of Services does not include coordination with the private utility companies other than power.
- D. Provide conduit crossings for irrigation connections.
- E. Consultant will complete an earthwork analysis.
- F. Preparation of site clearing and grading specifications based upon the recommendations in the geotechnical report provided by Client under separate contract. These specifications will be defined on the plan set. A separate specification book is not included in this Scope of Services. The plans will also reference appropriate City specifications and standards for paving, utility and storm drain construction. Public roadway pavement strength and thickness will be per the City Standard Details. Appropriate City standard details will be referenced. Pavement strength and thickness will be per the geotechnical report recommendations. Structural engineering for walls, special structures, etc. shall be by others.
- G. Consultant shall submit the completed Construction Documents for the coordination of permits and approvals associated with this project.

#### **II. RETENTION / DETENTION CONSTRUCTION DOCUMENTS**

#### **PHASE 405**

Per the Client approved Schematic Design and Preliminary Drainage Analysis, Consultant will provide drainage design services related to the future Retention / Detention pond for the overall development area ultimately draining to the existing box culvert under the railroad tracks. Consultant will prepare hydrologic and hydraulic models to provide a Retention / Detention assessment for this development. Consultant will analyze the current and proposed conditions and plan for the overall development. The Retention / Detention analysis will also accommodate future development based upon the overall project plan. Consultant will provide detention facility design services and prepare the grading and drainage related Construction Documents. Structural engineering for walls, special structures, etc. for the proposed pond is not included in this Scope of Services and if needed it will be performed by others as an additional service. Design services for additional pond features included but not limited to pond fountains, pond pumps, aerators, etc. are included in this Scope of Services under separate phase.

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### **III. RECREATIONAL IMPROVEMENTS FOR PHASE 1**

### **PHASE 410**

Per the Client approved Schematic Design, provide design and construction plans for the public recreation facilities for Phase 1 limits including:

- A. Prepare a construction document package suitable for permitting to City:
  - 1. Three softball fields with basic amenities.
  - 2. Sport courts with striping per coordination with Client.
  - 3. Decomposed Granite Trails in vicinity of softball fields and sport courts.
  - 4. Decomposed Granite Trails in vicinity of pond.
  - 5. Associated grading plan.
  - 6. Landscaping enhancements at Hulen entrance
- B. Client to provide standard details for applicable improvements.
- C. Additional Phase 1 improvements will require an additional service.

### **IV. FINAL DRAINAGE ANALYSIS**

### **PHASE 415**

Consultant will provide the following:

- A. Revised H&H – Using the preliminary analysis as a basis, update the hydrologic and hydraulic (H&H) models based on the schematic design plans. Provide Client with a summary of results and recommended modifications to meet design requirements. The revised H&H will represent the site for proposed Construction Documents as well as an analysis of full buildout of the site. Update existing models to represent the revised embankment near the downstream waterline.
- B. Fully Developed Conditions – Update the H&H parameters to represent the watershed in fully developed conditions to meet design criteria.
- C. H&H Updates – Based on feedback from City, make up to two (2) revisions to BE's recommended improvements. Additional revisions may be provided as additional services and fees.
- D. Hydraulic Structures Recommendations – Provide recommendations for proposed Hydraulic Structures including details regarding the size configuration of hydraulic structures. The following structures are anticipated to be studied:
  - 1. Up to three (3) stream crossings near the main channel/ near the proposed pond.
  - 2. Alsbury Boulevard culvert extensions.
  - 3. Proposed pond spillway.
  - 4. Drainage system improvements near Hulen Street.
- E. Final Flood Study – Prepare a Flood Study reflective of proposed construction plans. Flood Study will also include results for full build out of the project site based on current concepts.
- F. Additional Meetings – Attend meetings relevant to the project with Client and / or City. Attend up to four (4) teleconferences at Client's request.
- G. City Coordination – Respond to comments and questions from the City or its designated third-party reviewer regarding the study. Respond to two (2) sets of review comments.
- H. Meetings –Attend up to four (4) teleconferences at City's request.

### **V. NON-POTABLE WATER DESIGN**

### **PHASE 420**

Consultant will provide the following services for the Non-Potable Water Design:

- A. Design Development (DD):
  - 1. The Client designates a staff member to coordinate with design team to help facilitate in gathering information.
  - 2. Define and clarify the Scope of Services with the Client.

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3. Coordination with the Client for base information such as: pump location(s), control location(s), and existing and proposed utilities.
4. Non-potable water uses MEP plans and details with necessary legends and notes.
5. Consultation with Client on DD non-potable water uses MEP plan(s), and details to ensure design intent and construction feasibility.
6. Receive Client approval of Design Development of the non-potable water uses MEP design documentation.
7. Opinion of Probable Cost.
- B. Construction Documents (CD):
  1. Coordination with the Client on DD plans to ensure design intent and construction feasibility.
  2. Complete plans and details with necessary legends and notes for the following scope:
  3. Plans and details as necessary for installation and coordination with other trades, for non-potable water uses, including but not limited to:
    - Water well performance requirements, ONLY, and water well-head assembly.
    - Irrigation pump.
    - Plumbing / Piping routing from well to pond and pond to irrigation pump.
    - Mechanical Diagram(s).
    - Two (2) Floating Fountains.
    - Aeration for pond and compressor unit.
    - Equipment area layouts.
    - Electrical Diagram(s). Wire sizing submitted by licensed Master Electrician.
    - Control(s) Equipment Shop-Drawings & locations.
    - Water level control equipment.
    - Electrical requirements for pumping and filtration equipment, and controllers.
  4. Standard details.
  5. Opinion of Probable Cost.
  6. Consultation with Client on CD non-potable water uses MEP plan(s), and details to ensure design intent and construction feasibility.
  7. Signed and Sealed Construction Documents.
  8. Performance Narrative(s), as required.
  9. Present package to Client at 100% complete.

## **VI. IRRIGATION DESIGN**

**PHASE 425**

Consultant will provide the following services for the Irrigation Design:

- A. Complete Irrigation system design services for Ph.1, with water demand and flow requirement calculations for final buildout during future phases.
- B. Construction drawings in electronic format.
- C. Construction details and specifications.
- D. Pump and pump control specifications based on final buildout irrigation demand.
- E. Coordination with water well requirements including irrigation and pond evaporative loss calculations.
- F. Compliance with all local and state irrigation-code requirements.
- G. The irrigation plans will specify water-conserving components and design strategies to include pressure regulation, flow sensing, micro-climate zoning, sub-surface drip equipment in shrub beds, and weather-based controls.

## **VII. SITE ELECTRICAL DESIGN**

**PHASE 430**

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Consultant will provide the following services for the Site Electrical Design:

- A. Project Description:  
The project scope, as we understand it, electrical engineering services for the City of Burleson Community Park for power distribution and Lighting analysis as well as coordination between disciplines for a new site to include three (3) softball fields, a parking lot and investigation for any future improvements.
- B. Design Services
  - 1. Generation of backgrounds and drawings necessary for a full understanding of the scope of work and services to be provided.
  - 2. Site visits to verify existing conditions and coordination.
  - 3. Provisions for 277/480V and 120/208V power systems.
  - 4. Providing photometric studies for ballpark and site lighting.
  - 5. Coordination with all other design entities.
  - 6. Coordination of electrical service entrances.
  - 7. Attend meetings with the Client as required for scope definition and coordination.
  - 8. Issuance of Design Development documents for review and approval.
  - 9. Issuance of Documents for Permitting and construction.
  - 10. Response to RFIs during bidding.
  - 11. Review of required submittals / shop drawings.

#### **VIII. TDLR PLAN REVIEW**

#### **PHASE 435**

Consultant will coordinate with a Registered Accessibility Specialist licensed by TDLR to provide plan review and inspection services.

#### **IX. BID QUANTITIES FOR PHASE 1 IMPROVEMENTS**

#### **PHASE 440**

Prepare the Bid Quantities and Bid Tab for the Phase 1 improvements. Address contractor questions and prepare any necessary addendums during the bidding process. Consultant has assumed that the entire project will be bid at one (1) time.

#### **X. CONSTRUCTION SUPPORT SERVICES**

#### **PHASE 500**

Upon requests of the Client, Consultant shall perform the following Construction Support Services:

- A. Visits to the site: As requested, Consultant shall attend construction meeting on-site and attend conference calls with the construction team. Consultant shall not be responsible for construction inspections, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for contractors' failure to carry out the work in accordance with the Contract Documents. This scope does not include Geo-technical tests for inspections.
- B. Shall review shop drawings, samples, and other submissions of the Contractor only for conformance with plans, details, and specifications.
- C. Attend pre-construction conference with City personnel and the contractor.
- D. Respond to Requests for Information (RFIs) from the Client and contractor during construction.
- E. As requested, assist the Client in the review and approval process for contractor's pay requests.
- F. As requested, conduct site visits to review construction progress.
- G. Prepare and provide record drawings for public improvements, based solely upon information provided by the contractor, and in accordance with local requirements.
- H. The Consultant shall not be responsible for the acts or omissions of the Contractor, any Subcontractor performing any of the work.
- I. The Consultant shall not be responsible for inspection services of private and public utility installations.
- J. Consultant shall attend up to eight (8) site visits / Construction Observation meetings and provide a field observation report following each site visit. The final two (2) site visits will

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include punch list reports.

- K. Additional visits to the site outside of this agreement shall be provided as an additional Expense to the Client at an hourly rate per the rates described in Exhibit B.

**ADDITIONAL PROJECT MEETINGS**

**PHASE 070**

Attendance for community / elected officials engagement meetings and Scope of Services outside of those listed within this agreement and requested by the City shall be considered an additional service at an additional expense. These meetings / services shall be billed at an "hourly rate" at a cost per professional as defined in Attachment B. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area.

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## EXCLUSIONS

1. Change of Scope of Services for Phase 1 improvements.
2. Any community engagement services.
3. Rezoning and Entitlements.
4. Economic Development documentation and assistance.
5. Design modifications required by City after delivery of the CD Plans.
6. Consultant will not contact manufacturer / fabricator / supplier for unit costs.
7. Consultant will not place site furniture / material orders to manufacturer / fabricator / supplier.
8. Design, demarcation, and survey and coordination of private utilities.
9. Design / study of any off-site public roads / utilities / etc. improvements.
10. Survey services for platting, separate instrument easements, construction staking, topographic. ALTA etc.
11. Tree mitigation and preservation plans.
12. Bid coordination.
13. Construction Inspection Services.
14. Division 2 spec writing and/or project specification manual.
15. Any design / permitting coordination with ownership of adjacent railroad.
16. Site regulatory signage and / or sign plan requiring legislative approvals (i.e., wayfinding, entrance/monument, and information signage).
17. Building / signage permits.
18. Water Quality Analysis / Impact Assessment.
19. Design of public water and sanitary sewer mains and / or services to the property
20. Design of extension of existing culverts from Alsbury outfall.
21. Coordination / exhibits / negotiations with offsite property owners related to road dedications and easements.
22. Offsite Letters of Permission.
23. Coordination with adjacent railroad company representatives.
24. Design Guidelines.
25. Vision Books and post-production documentation.
26. Noise Studies.
27. Architectural and structural design services.
28. Design of Concession / Restroom Building.
29. Design of playground.
30. Preparation of a Stormwater Pollution Prevention Plan (SWPPP).
31. Environmental Consulting (LEED, Energy Star, etc.).
32. Endangered Species Act Determination.
33. Preliminary quantities and determination of an opinion of probable cost.
34. Coordination, relocation, and abandonment of existing on-site private utilities and easements.
35. Vertical soft digs and subsurface utility location services.
36. CLOMR/LOMR.
37. Capacity analysis for existing public / private roadways, sanitary sewer, water, and stormwater infrastructure.
38. Wetland survey and / or permitting with the US Army Corps of Engineers.
39. Environmental assessments, if required.
40. Assistance with acquiring or abandoning easements or right-of-ways, if required.
41. Private dry utilities design review and coordination for proposed improvements.
42. Traffic Impact Analysis (TIA) and traffic signal study / plans.
43. Revit Modelling.
44. Illustrative renderings.
45. Project Marketing and Branding.
46. Drone mapping and aerial photography services.

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## EXHIBIT B

### FEES

#### COMPENSATION SUMMARY

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Public Roadway and Parking Infrastructure Construction Documents	400	\$68,000
Retention / Detention Design and Construction Documents	405	\$47,000
Recreational Improvements for Phase 1	410	\$40,000
Final Drainage Analysis	415	\$36,500
Non-Potable Water Design	420	\$46,300
Irrigation Design	425	\$5,000
Site Electrical Design	430	\$28,200
TDLR Plan Review	435	\$5,000
Bid Quantities for Phase 1 Improvements	440	\$12,000
Construction Support Services	500	\$32,000
Additional Project Meetings ( <i>Hourly</i> )	070	Hourly

#### HOURLY RATES

Partner	\$200.00 - \$320.00/Hour	Construction Administration Manager	\$100.00 - \$150.00/Hour
Principal	\$190.00 - \$290.00/Hour	Survey Manager	\$130.00 - \$220.00/Hour
Director	\$150.00 - \$280.00/Hour	Professional Surveyor	\$120.00 - \$210.00/Hour
Studio Leader	\$130.00 - \$260.00/Hour	Field Survey Party	\$180.00 - \$240.00/Hour
Senior Designer	\$120.00 - \$220.00/Hour	Survey CAD Technician	\$ 80.00 - \$200.00/Hour
Designer	\$ 80.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

#### REIMBURSABLE EXPENSES

Expenses incurred by Consultant solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions. Reimbursable expenses over one hundred fifty dollars (\$150.00) shall require Client approval prior to incurrence.





COMMUNITY PARK ■ BURLESON, TX ■ CONCEPTUAL LAYOUT  
PN824106 | 02.11.2025 | CITY OF BURLESON





**City of Burleson  
Addendum to Vendor's Contract  
Additional Provisions**

LANDDESIGN, INC.

223 N. Graham Street, Charlotte, NC 28202

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

***Additional Provisions***

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
  - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
  - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
  - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
  - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
  - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
  - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
  - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
  - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
  - x. Requiring City to provide warranties.
  - xi. Obligating City to indemnify, defend or hold harmless any party.
  - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
  3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
  4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
  5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
  6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
  7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) 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.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor’s direction. Vendor, Vendor’s employees, and anyone else working at Vendor’s direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

- 14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
- 15. No Indemnification by City. The Parties expressly acknowledge that the City’s authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
- 16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
- 17. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:	LandDesign, Inc.
By:_____	DocuSigned by: By: <u>Brian Dench</u> 9F2AC617138D406...
Name:_____	Name: <u>Brian Dench</u>
Title:_____	Title: <u>Principal</u>
Date:_____	Date: <u>3/20/2025</u>