

**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 UES PROFESSIONAL SOLUTIONS 44, LLC ("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 ONE HUNDRED TEN THOUSAND SEVEN HUNDRED NINETY AND NO/100 DOLLARS (\$110,790.00) 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.



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#### **4 TERMINATION.**

##### **4.1 Written Notice.**

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

##### **4.2 Non-appropriation of Funds.**

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

##### **4.3 Duties and Obligations of the Parties.**

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

#### **5 DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

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

#### **6 RIGHT TO AUDIT.**

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

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and



records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

**7 INDEPENDENT CONTRACTOR.**

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

**8 CHARACTER OF SERVICES AND INDEMNIFICATION.**

**8.1 Character of Services.**

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

**8.2 Indemnification.**

**8.3 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**



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**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.**

**THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.**

### **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



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- \$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 provided under the contractual agreement or for the warranty period, whichever 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





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violation.

### 12 **NON-DISCRIMINATION COVENANT.**

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

### 13 **NOTICES.**

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

#### TO CITY:

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

#### TO CONSULTANT:

UES PROFESSIONAL SOLUTIONS 44, LLC  
ATTN: BALAJI IYER  
5058 BRUSH CREEK  
FORT WORTH, TX 76119

### 14 **GOVERNMENTAL POWERS.**

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

### 15 **NO WAIVER.**

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

### 16 **GOVERNING LAW / VENUE.**

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

### 17 **SEVERABILITY.**



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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





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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:

- (a) 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.
- (b) 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. 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.
- (c) 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 STATUTORY TITLE VI CLAUSES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- 27.1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 27.2 Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.



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The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- 27.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 27.4 Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 27.5 Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancelling, terminating, or suspending a contract, in whole or in part.
- 27.6 Incorporation of Provisions: The Consultant will include the provisions of §27.1-27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- 27.7 During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.



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- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,
- (h) The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- (i) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- (j) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (k) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **28 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.

### **29 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.



**30 BASIC SAFEGUARDING OF CONSULTANT 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.

**31 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.

**32 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.



SIGNATURE PAGE

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

CITY OF BURLESON:

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

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

Title: \_\_\_\_\_

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

UES PROFESSIONAL SOLUTIONS 44,  
LLC

Signed by:  
By: Balaji Iyer  
923D4EE24A404C3...

Name: Balaji Iyer

Title: Sr.VP Construction Material Testing-Texas

Date: 11/25/2025



Environmental  
Geotechnical Engineering  
Materials Testing  
Field Inspections Code Compliance  
Geophysical Technologies

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Yang Jin  
City of Burleson  
141 W. Renfro Street  
Burleson, Texas, 76028

November 10, 2025

Re: UES Proposal No. 115021  
Construction Materials Testing  
Industrial Park Pump Station Expansion & Alsbury Pump Station Decommissioning  
Burleson, Texas

Dear Yang Jin:

UES Professional Solutions 44, LLC (UES), is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

UES has integrated the resources to form the largest geotechnical engineering, materials testing, special inspection and environmental services firm in the North Texas region. Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Dallas/ Fort Worth area, UES meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.



UES Proposal No. 115021  
November 10, 2025

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,  
**UES**



Kshitij KC  
Senior CMT Estimator

**CLIENT APPROVAL**

Consultant offers the CLIENT the Letter of Authorization as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by returning the original letter of authorization. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The letter of authorization described above has been read, understood, and accepted by CLIENT effective as of the date that the executed letter of authorization is returned to Consultant.

**EXECUTED BY CLIENT’S AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

CLIENT Business Name: \_\_\_\_\_ City of Burleson \_\_\_\_\_

Billing Address: \_\_\_\_ 141 W Renfro St \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owners Name: \_\_\_\_\_ City of Burleson \_\_\_\_\_

Address: \_\_\_\_\_

Project Legal Description: \_\_\_\_\_

Project County: \_\_\_\_ Tarrant \_\_\_\_\_

**ACCOUNTS PAYABLE INFORMATION**

A/P Contact Name: \_\_\_\_\_ A/P Contact Telephone: \_\_\_\_\_

\*A/P Contact Email:  
\_\_\_\_ CIPInvoices@burlesontx.com \_\_\_\_\_

**REPORT DISTRIBUTION**

*A/P Contact Email must be provided before UES can proceed with its proposed services*

Name: \_\_\_\_ Tom Clark \_\_\_\_\_ Email: \_\_tclark@burlesontx.co \_\_\_\_\_

Name: \_\_\_\_ Yang Jin \_\_\_\_\_ Email: \_\_yjin@burlesontx.com \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

UES Proposal No. 115021  
November 10, 2025

## UES

Construction Materials Engineering and Testing

Basic Services and Cost Estimate

Project Name: Industrial Park Pump Station Expansion & Alsbury Pump Station Decommissioning; Burleson, Texas

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
<b><u>EARTHWORK AND UTILITIES</u></b>			
Density Testing /Hour	526.00	\$49.00	\$25,774.00
Nuclear Density Gauge/Trip	91.00	\$120.00	\$10,920.00
Atterberg Limit Test/Each	7.00	\$85.00	\$595.00
Proctor #/Each	7.00	\$225.00	\$1,575.00
-200 Sieve/Each	7.00	\$80.00	\$560.00
Vehicle Trip Charge/Trip	93.00	\$75.00	\$6,975.00
Project Management and Report Review/Hour	74.00	\$95.00	\$7,030.00
Administrative Services/Hour	19.00	\$65.00	\$1,235.00
<b><u>MECHANICAL LIME STABILIZATION</u></b>			
Density Testing /Hour	9.00	\$49.00	\$441.00
Nuclear Density Gauge/Trip	2.00	\$120.00	\$240.00
Proctor #/Each	1.00	\$225.00	\$225.00
Atterberg Limit Test/Each	1.00	\$85.00	\$85.00
-200 Sieve/Each	1.00	\$80.00	\$80.00
Lime Depth Checks/Hour	2.00	\$55.00	\$110.00
Field Gradations/Hour	2.00	\$49.00	\$98.00
Soluble Sulfate Testing/Each	2.00	\$125.00	\$250.00
Lime Series/Each	1.00	\$350.00	\$350.00
Lime Recommendation Letter/Ls	1.00	\$500.00	\$500.00
Vehicle Trip Charge/Trip	3.00	\$75.00	\$225.00
Project Management and Report Review/Hour	5.00	\$95.00	\$475.00
Administrative Services/Hour	2.00	\$65.00	\$130.00
<b><u>PIER INSPECTION MONITORING (INCLUDES CONCRETE)</u></b>			
Pier Monitoring/Hour	77.00	\$75.00	\$5,775.00
Concrete Comp. Test/Each	28.00	\$25.00	\$700.00
Cylinder Pickup/Hour	3.00	\$49.00	\$147.00
Vehicle Trip Charge/Trip	7.00	\$75.00	\$525.00
Pier Start/Ls	1.00	\$500.00	\$500.00
Project Management and Report Review/Hour	13.00	\$95.00	\$1,235.00
Administrative Services/Hour	4.00	\$65.00	\$260.00

UES Proposal No. 115021

**CONCRETE TESTING**

Prepour Monitoring/Hour	20.00	\$49.00	\$980.00
Concrete-Testing/Hour	246.00	\$49.00	\$12,054.00
Concrete Comp. Test/Each	216.00	\$25.00	\$5,400.00
Vehicle Trip Charge/Trip	54.00	\$75.00	\$4,050.00
Project Management and Report Review/Hour	36.00	\$95.00	\$3,420.00
Administrative Services/Hour	9.00	\$65.00	\$585.00

**STRUCTURAL STEEL**

Structural Steel Inspection/Hour	27.00	\$95.00	\$2,565.00
Vehicle Trip Charge/Trip	6.00	\$75.00	\$450.00
Project Management and Report Review/Hour	5.00	\$95.00	\$475.00
Administrative Services/Hour	2.00	\$65.00	\$130.00

**MORTAR & GROUT**

Masonry Observation & Reporting/Hour	31.00	\$75.00	\$2,325.00
Cubes/Each	18.00	\$25.00	\$450.00
Grout Prisms/Each	12.00	\$25.00	\$300.00
Material Pickup/Hour	4.00	\$49.00	\$196.00
Vehicle Trip Charge/Trip	4.00	\$75.00	\$300.00
Project Management and Report Review/Hour	6.00	\$95.00	\$570.00
Administrative Services/Hour	2.00	\$65.00	\$130.00

**ESTIMATED BUDGET****\$101,395.00**

**\*We understand UES has been selected to provide services for this project based solely on our qualifications, and that the Client is negotiating work scope and fee only with UES at this time.**

UES Proposal No. 115021

**ADDITIVE OPTION****OPTIONAL-CONCRETE TESTING**

Batch Plant Inspection/Hour	65.00	\$49.00	\$3,185.00
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**OPTIONAL-STRUCTURAL STEEL**

Fabrication Shop Monitoring/Hour	8.00	\$75.00	\$600.00
Ultrasonic Testing/Hour	4.00	\$125.00	\$500.00
Equipment Charge/Day	1.00	\$125.00	\$125.00

**OPTIONAL-SPRAYED-ON & INTUMESCENT FIREPROOFING**

Fireproofing/Hour	18.00	\$75.00	\$1,350.00
Lab Density Testing/Each	6.00	\$55.00	\$330.00
Adhesion/Cohesion Testing/Each	2.00	\$55.00	\$110.00
Vehicle Trip Charge/Trip	4.00	\$75.00	\$300.00
Project Management and Report Review/Hour	4.00	\$95.00	\$380.00
Administrative Services/Hour	1.00	\$65.00	\$65.00

**OPTIONAL-FIRESTOPPING AND JOINT SEALANT**

Firestopping & Joint Sealant Inspection/Hour	9.00	\$75.00	\$675.00
Adhesion/Cohesion Testing/Each	2.00	\$55.00	\$110.00
Vehicle Trip Charge/Trip	2.00	\$75.00	\$150.00
Project Management and Report Review/Hour	2.00	\$95.00	\$190.00
Administrative Services/Hour	1.00	\$65.00	\$65.00

**OPTIONAL-COLD FORMED FRAMING OBSERVATION AND REPORTING**

CFMF Inspection/Hour	9.00	\$95.00	\$855.00
Vehicle Trip Charge/Trip	2.00	\$75.00	\$150.00
Project Management and Report Review/Hour	2.00	\$95.00	\$190.00
Administrative Services/Hour	1.00	\$65.00	\$65.00

**ESTIMATED BUDGET WITH ADDITIVE OPTION****\$9,395.00**

Proposal No.	115021
Project Name	Industrial Park Pump Station Expansion & Alsbury Pump Station Decommissioning; Burleson, Texas
<b>PROPOSAL ASSUMPTIONS AND BASIS FOR ESTIMATE</b>	
Project Description	1. It is our understanding that Industrial Park Pump Station Expansion & Alsbury Pump Station Decommissioning is to be constructed at I-35 & Industrial Park Blvd in Burleson, Texas. Concrete paving is also planned for the proposed structures. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. It is anticipated that slab on grade foundation with drilled piers will be utilized to support the given structures.
Construction Documents	1. Enclosed budget is based on bid tab dated: 11/10/2025, civil plans dated: 06/06/2025, structural plans dated: 01/31/2025, geotechnical report dated: 8/23/2024 ; geo addendum 1 dated: 10/2/2024; geo addendum 2 dated: 10/28/2024; geo addendum 3 dated: 11/13/2024 by CMJ, addendums reviewed: 1,2,3, and 4.
Earthwork	1. The enclosed budget allows up to 72 inspection days to perform field density testing on the sub-grade and fill materials being placed. UES has assumed monitoring to be performed on an average, 4 hours per day basis, during these tasks. This duration could vary, up or down, depending on the schedule and production of the earthwork contractor. 2. Building Structures: 1 density test for every 2,500 square feet and 6 inch lift. 3. Paving: 1 density test for every 5,000 square feet and 6 inch lift.
Mechanical Lime Stabilization	1. The enclosed budget allows up to 3 inspection days to monitor 27,278 SF of subgrade that will be mechanically lime stabilized. UES has assumed that an engineering technician could be required on-site for about 9 hours during these tasks. In addition, the technician could obtain approximately 1 soil sample for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Lime Treated Subgrade: 1 density test for every 5,000 square feet.
Utilities	1. The enclosed budget allows up to 21 inspection days to monitor onsite earthwork relating to utility trench backfill. UES has assumed that an engineering technician could be required on-site for about 176 hours during these tasks. In addition, the technician could obtain approximately 3 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Utilities: 1 density test per 6-inch lift per 200 LF. 3. Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards.
Concrete	1. The enclosed budget allows up to 54 inspection days to monitor concrete placement and testing. UES has assumed that an engineering technician could be required on-site for about 233 hours during these tasks. In addition, the technician would be on-site to mold approximately 216 test cylinders. This duration could vary, up or down, depending on the schedule and production of the 2. Concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of 4 cylinders per mix per 60 CY, whichever is greater, on all pours. 3. Paving: 1 set of 4 test cylinders every 180 cubic yards. 4. Building Structure: 1 set of 4 test cylinders every 60 cubic yards. 5. Stand-alone cylinder pickups are assumed to be required on all concrete pours.
Pier Inspection	1. It is our understanding that approximately 28 piers will be drilled. We estimate that the contractor could complete approximately 4 piers per working day. It is estimated that an engineering technician could be required on site for about 7 working days during the pier drilling operations. 2. Concrete cylinders will be cast at a rate of one set of 4 cylinders per day. 3. Stand-alone cube pickups are assumed to be required on Saturdays only.
Structural Steel	1. Enclosed budget allows up to 6 inspection days to complete all visual inspections within the building. UES has assumed monitoring to be performed on an average, 4 hour per day basis, during this task. 2. Structural steel inspections will consist of visual inspection of welds and bolted connections. 3. Structural Steel: 1 trip every 5,000 square feet.
Masonry	1. Enclosed budget assumes collection and testing of one set of mortar cubes and grout prisms per 5,000 SF of wall placed. 2. Enclosed budget <b>excludes</b> inspection and testing of face brick mortar. 3. Enclosed budget <b>excludes</b> full time masonry inspection and verification of CMU reinforcing. 4. Stand-alone cube/prism pickups are assumed to be required on all masonry inspections.

General	<ol style="list-style-type: none"> <li>1. Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at 817-507-0546 during our office hours from 7:00 AM to 5:00 PM. UES shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.</li> <li>2. UES requests that Client arranges for a coordination/scheduling meeting at the onset of each major work task (e.g., Earthwork - Buildings, Foundations, Concrete - Buildings) to verify testing and inspection scope, schedule, and assumptions.</li> <li>3. <b><i>During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule UES will estimate the project based on comparable project production rates and typical industry standards. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.</i></b></li> <li>4. All time is for a minimum of four hours or as noted and is charged Portal to Portal from UES's Fort Worth offices. Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.</li> <li>5. Work performed over 8 hours portal to portal, before 7 a.m. and after 5 p.m., and weekend time, will be considered overtime work and will be billed at a rate of 1.5 times the appropriate hourly rate in addition to any applicable test fees.</li> <li>6. Estimate is valid for 90 days from the proposal date shown above.</li> <li>7. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.</li> <li>8. For projects with new clients, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.</li> <li>9. The contractor shall be responsible for providing a protected storage container for concrete cylinders at a point on the job site mutually agreeable with UES for the purpose of storing concrete cylinders until they are transported to the Laboratory. The container shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C31 (section 10.1.2).</li> <li>10. Measurement uncertainty is not taken into account by UES when issuing statements of conformity as to whether tested items pass or fail specified values (ISO 17025-17, 7.1.3).</li> <li>11. Project Engineering services on materials engineering and testing, for consultation, analysis, report preparation and review, and supervision and scheduling of field and laboratory personnel will be charged on a "per report" basis.</li> <li>12. UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed.</li> </ol>
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