

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 Expiration Date, 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. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the

assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

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

This coverage may be written as follows:

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

- (d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

To CONSULTANT:

Birkhoff, Hendricks & Carter, LLP
Gary C. Hendricks, P.E., R.P.L.S.
11910 Greenville Ave., Suite 600
Dallas TX 75243

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or

impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental

immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-BOYCOTTING PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement,

provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

EXHIBIT “A”

SCOPE OF SERVICES

GENERAL PROJECT DESCRIPTION:

Assessment and Report on the Long-Term Water Supply Strategies for the City of Burleson, Texas.

PURPOSE STATEMENT:

Currently, the City of Burleson receives treated drinking water supply from the City of Fort Worth. If practicable and feasible, supplemental water supply sources can work to enhance the resiliency of the City of Burleson’s treated water supply in the event of an emergency or other disruption to the usual water supply source; and position the City to be able to diversify its water supply sources on a normal daily operating basis.

The purpose of this study is to assess the City of Burleson’s existing and future treated water supply requirements; review the City’s current water supply sources and limitations; and evaluate and report on the practical and economic feasibility of securing and developing supplemental water supplies from various sources.

SCOPE OF SERVICES:

1) Data Collection , Review and Compilation

From the City of Burleson, obtain, review, and evaluate existing information pertinent to the development of this report, including, but not limited to:

- a) Current City of Burleson Planning Boundaries:
 - i) City Limits
 - ii) ETJ (as applicable)
 - iii) Water Certificate of Convenience and Necessity (CCN) boundaries for Burleson and adjoining retail water suppliers.
 - iv) Other know planning boundary limitations and restrictions, including interlocal boundary line agreements, adjudicated boundary lines, etc.
- b) Comprehensive Plan, including the Future Land Use Plan.

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

- c) Residential and Non- Residential Growth Projections (10-year and build-out)
 - d) Existing Water System Demands (Residential and Non-Residential)
 - i) Existing Average Day Demand (Raw Water Sources, if any)
 - ii) Existing Maximum Day Demand (Treated Water Sources)
 - e) Projected Water System Demands (Residential and Non-Residential)
 - i) Average Day Demands
 - ii) Maximum Day Demands
 - f) Existing Raw Water Sources, if any
 - i) Raw Water Contracts, Terms and Capacity Limits
 - ii) Treatment Capabilities and Rates, if any
 - g) Existing Treated Water Supply Sources
 - i) Treated Water Supply Contracts, Terms and Capacity Limits
 - (1) Treated Water Supply Transmission Mains and Capacity Limits
 - ii) Ground Water Supply Contracts, Terms and Capacity Limits
 - (1) City of Burleson
 - (2) Other Sources
 - h) Current Water Distribution System Master Plan Report and Map, including:
 - i) Existing and Proposed Raw Water Sources and Treatment Facilities
 - ii) Existing and Proposed Treated Water Points of Delivery
 - iii) Existing and Proposed City of Burleson Ground Water Sources
 - iv) High Service Pump Station and Ground Storage Locations and Capacities
 - i) Prairielands Ground Water Conservation District, Rules for Water Wells in Ellis, Hill, Johnson and Somervell Counties, Texas.
- 2) Texas Water Development Board Review**
- a) Review and summarize the Texas Water Development Board Region C and Region G Planning Groups?:
 - i) 2021 Regional Water Plan
 - ii) Current Planning Data for Johnson County
 - iii) Water Use Survey
 - iv) 6th Planning Cycle (2026 Regional Water Plans) Information, as available

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

3) Treated Water Supply Requirements

- a) Based on the information gathered in the Data Collection Phase, and on other information provided by the City of Burleson City Staff, project the immediate needs and long-term requirements for maximum day treated drinking water demand through the build-out projection. This projection will be presented in graphical form with the x-axis showing years and the y-axis showing the maximum day treated drinking water demand in million gallons per day (mgd). A second y-axis will show the correlating residential population projection, or number of new housing units.
- b) Show the existing treated drinking water supply rates and calculate the future treated drinking water supply requirements on an annual basis through build-out.
- c) Estimate and project the additional treated drinking water supply requirements to meet the City of Burleson's maximum day water demand through build-out.

4) Availability of Additional Water Supply Sources Evaluation

- a) Explore and evaluate the availability and feasibility of supplemental water supply sources, including:

i) Treated Drinking Water Sources

Explore and evaluate the availability, feasibility, and opinion of probable cost to develop and purchase supplemental Treated Drinking Water Sources, including but not limited to:

- (1) Additional supply from the City of Fort Worth
- (2) City of Cleburne
- (3) City of Midlothian
- (4) City of Mansfield
- (5) Johnson County Special Utility District (SUD)
- (6) Others as identified through the exploration and evaluation process.

ii) Ground Water Sources

Explore and evaluate the availability, feasibility, and opinion of probable cost to develop, operate and maintain supplemental Groundwater Sources, including but not limited to:

- (1) Review and report on the Prairielands Groundwater Conservation District rules, regulations, and fees, if any.
- (2) New City of Burleson Groundwater Supply

Conduct a preliminary Hydrological Groundwater Study for Burleson and report on the feasibility, predicted supply limitations, treatment requirements, and cost to develop groundwater sources within the City's Water CCN. The hydrological groundwater study will be performed by our sub-consultant, Advanced Groundwater Solutions, LLC.

- (3) Johnson County SUD

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

iii) Raw Water Sources

Explore and evaluate the availability, feasibility, and opinion of probable cost to develop, operate and maintain supplemental Raw Water Sources and Water Treatment, including but not limited to:

- (1) Tarrant Regional Water District (Raw Water Supply)
- (2) City of Midlothian and other Ellis Sources (Raw Water Supply and Treatment)
- (3) Trinity River Authority of Texas (Regional Water Treatment)
- (4) Brazos River Authority of Texas

- b) Prepare a regional water supply map or maps showing the location of each of the potential water supply entities and possible point of delivery and water supply conveyance routes.

5) Project Update Review and Preliminary Findings

- a) Prepare project update memorandum and meet with City Staff and present initial findings for:
 - i) Treated Drinking Water Requirements
 - ii) Comparison to Texas Water Development Board Projections
 - iii) Summary of Feasibility of Supplemental Water Supplies
- b) Prepare City Staff and City Council Project Update Presentation

6) Report and Recommendations

- a) Prepare a written report presenting the findings and recommendations of the Assessment of Water Supply Strategies. The report will include the following major heading topics:
 - i) Executive Summary
 - ii) Existing and Future Treated Water Demand and Supply Requirements
 - (1) City of Burleson Projections
 - (2) Texas Water Development Board Projections
 - iii) Existing Treated Water Supply Resources, Contracts and Commitments
 - iv) Additional Water Supply Options

This section of the report will identify additional water supply source locations, volumes available, opinion of probable cost, and operation and maintenance projections (if applicable) for:

- (1) Treated Water Supplies
- (2) Groundwater Supplies
- (3) Raw Water Supplies

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

- v) Additional Water Source Capital Improvement Plan
 - (1) The capital improvement plan will identify potential and probable additional water supply projects in graphical format and in a project summary list.
- vi) Report Summary, Conclusions and Recommendations
- vii) Appendix (information included to be determined)
- b) The report will be submitted in draft form at the following project milestones:
 - i) First Draft:
 - (1) Report outline and Preliminary Table of Contents
 - (2) Summary of Existing and Future Water Supply Requirements
 - (3) Summary of Existing Water Supply and Resources
 - (4) Summary of Texas Water Development Board Projections
 - ii) Second Draft:
 - (1) Completion of Additional Water Supply Options
 - iii) Final Draft
 - (1) Executive Summary
 - (2) Additional Water Supply Capital Improvement Plan
 - (3) Report Summary, Conclusions and Recommendations
 - (4) Appendix

7) City Council Presentation

Prepare a PowerPoint presentation suitable for use City Council presentation summarizing the report including but not limited to:

- a) Executive Summary
- b) Existing and Future Water Supply Requirements
- c) Existing Water Supply Resources and Commitments
- d) Evaluation of Additional Water Supply Sources
 - i) Treated Water Supply
 - ii) Groundwater Supply
 - iii) Raw Water Supply
- e) Additional Water Supply Capital Improvement Plan
- f) Conclusions and Recommendations

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

8) Meetings

The scope of services for this project includes the following meeting schedule:

a) Staff Meetings

- i) Project Kick-off and Existing Data Collection meeting with City Staff
- ii) First Draft Report Review meeting with City Staff
- iii) Second Draft Report Review meeting with City Staff
- iv) Final Draft Report Review meeting with City Staff
- v) First Draft PowerPoint Presentation Review meeting with City Staff
- vi) Final Draft PowerPoint Presentation Review meeting with City Staff
- vii) Closure meeting and next steps

b) Additional Water Supply Resources outside meetings

In person or virtual meetings with the appropriate water supply contract authority for each of the entities listed below. Prepare a meeting agenda for each meeting and a meeting minutes memorandum summarizing the meeting outcome and path forward, if any. The meeting minutes shall be suitably formatted for inclusion in the appendix of the final report.

- i) City of Fort Worth
- ii) City of Cleburn
- iii) City of Midlothian
- iv) City of Mansfield
- v) Johnson County SUD
- vi) Prairielands Ground Water Conservation District
- vii) Tarrant Regional Water District
- viii) Trinity River Authority of Texas
- ix) Brazos River Authority of Texas
- x) Others as Identified by the Evaluation Process

c) City Council Presentations

- i) City Council Project Status Update and Report
- ii) City Council Infrastructure and Development Committee Presentation
- iii) City Council Presentation

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

9) TERMS AND CONDITIONS FOR ELECTRONIC FILE TRANSFERS

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
- Autocad Civil 3D 2022 , Civil 3D 2017
 - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.4
 - ESRI 10.4
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. makes no warranty as to the compatibility of these files beyond the specified release of the above-stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

10) EXCLUSIONS

Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- a) Consulting services by others not included in Scope of Services
- b) Fees for permits
- c) Fiduciary responsibility to the City

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

- d) Environmental impact statements, assessments, or cleanup.
- e) Engineering design services including preparation of construction plans, specifications, and bidding documents.

11) ENGINEER'S OPINION OF PROBABLE COST

The parties recognize and agree that all opinions of probable cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

End of Scope of Services

EXHIBIT "B"

Fee Schedule

Assessment of Long Term Water Supply Strategies

Compensation for **Exhibit A – Scope of Services**, Task Items 1 through 8 shall be on an hourly basis for time expended by the consultant based on the 2024 Fee Schedule below.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

2024 FEE SCHEDULE

Description of Staff	Experience Level	Hourly Rate
Senior Engineer	18+ Years	\$ 310.00
Design Engineer	5-17 Years	\$ 270.00
Electrical Engineer	10-20 Years	\$ 300.00
Engineer-in-Training I	< 1 Years	\$ 120.00
Engineer-in-Training II	1-3 Years	\$ 135.00
Engineer-in-Training III	3+ Years	\$ 150.00
AutoCAD Technician I	0-4 Years	\$ 110.00
AutoCAD Technician II	5-15 Years	\$ 155.00
AutoCAD Technician III	15+ Years	\$ 215.00
Engineering Intern		\$ 95.00
Administrative Assistant I		\$ 90.00
Administrative Assistant II		\$ 120.00
Survey Crew		\$ 195.00
RPLS		\$ 300.00
Expert Witness: Consultations / Depositions / Hearings		2x Rate

Compensation and Fee Schedule Notes:

1. The consultant will update the Fee Schedule and Hourly Rates at the beginning of each new calendar year.
2. Expenses shall be at actual invoice amount cost times a multiplier of 1.15.
3. Automobile milage shall be charged at the IRS established Rates.
4. Invoices for services shall be submitted to the City of Burleson not more than once per month and will be accompanied by an itemized time sheet report with a written account of services rendered.

On this basis, the Task 1 through Task 8 Fees and Expenses shall not exceed \$166,788 without written authorization by the City of Burleson.

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

EXHIBIT “C”

PROJECT SCHEDULE

The parties recognize and agree that time is of the essence on this project. The Engineer agrees to begin work on the project immediately upon receipt of the fully executed Professional Services Agreement and written notice to proceed from the City of Burleson. However, both parties agree that the schedule is dependent on the responses and cooperation from third party entities not subject to the terms of this agreement. With the assistance of City staff, the engineer will endeavor, to facilitate a prompt and timely meeting schedule with the named potential water supply agencies and sources; and work diligently to secure the necessary information to make informed evaluations and recommendations.

On that basis, the anticipated project schedule is shown on the next page.

City of Burleson and Birkhoff, Hendricks & Carter, LLP Assessment of Long-Term Water Supply Strategies

Scope Item Description	2024							2025				
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Notice to Proceed (NTP)(By City of Burleson)												
Project Kick-off Meeting with City Staff												
1) Data Collection, Review and Compilation												
2) Review Texas Water Development Board Planning Data												
3) Evaluation of Treated Drinking Water Requirements												
4) Evaluation of Availablity of Additional Treated Drinking Water Sources												
Treated Water Sources												
Groundwater Sources												
Raw Water Sources												
5.a. Project Update Memorandum and Meeting with City Staff												
5.b. Project Update City Council Presentation												
6. Report and Recommendations												
First Draft - Teated Water Requirements												
Second Draft - Additional Water Supply Options												
Final Draft - Executive Summary, CIP, Conclusions and Recommendations												
7. City Council Presentation												
First Draft and Staff Review												
Final Draft and Staff Review												
City Council Executive Committee Presentation												
City Council Presentation												
8. Project Closure and Follow-up												

SIGNATURE PAGE

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

CITY OF BURLESON:

**BIRKHOFF, HENDRICKS &
CARTER, LLP.**

By: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:
Gary C. Hendricks
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Gary C. Hendricks
General Partner
5/13/2024

DocuSigned by:
Andrew Mata
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Andrew Mata
Alternate Managing Partner
5/13/2024