

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 Teague Nall and Perkins, Inc. (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Two Million One Hundred Seven Thousand Four Hundred Thirteen Dollars (\$2,107,413 and 0/100) in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

Consultant further agrees to include in all its subcontractor agreements hereunder a

Professional Services Agreement

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provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

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

This coverage may be written as follows:

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

City of Burleson
City Manager’s Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Teague Nall and Perkins, Inc.		
Attn: Ryan Jones		
5237 N. Riverside Drive		
Fort Worth	TX	76137

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-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS: PDF SIGNATURES.

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

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SIGNATURE PAGE

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

CITY OF BURLESON:

Teague Nall and Perkins, Inc.

By: _____

By:  _____

Name: _____

Name: Jonathan Bengfort, PE,
CFM

Title: _____

Title: Director of Engineering Services

Date: _____

Date: 3/10/2023

APPROVED AS TO FORM:

By: _____

City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A

I. Scope of Services

Attachment 'A'
ITEMIZED SCOPE OF SERVICES
DESIGN AND CONSTRUCTION SERVICES FOR
HULEN STREET WIDENING
(SH 174 TO CANDLER DRIVE)
CITY OF BURLESON

GENERAL PROJECT DESCRIPTION:

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the CITY and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

WORK TO BE PERFORMED

Consultant shall provide survey, subsurface utility engineering (SUE), geotechnical, environmental, ROW acquisition, design, bidding, and construction administration services for the project. The limits of the project are generally along Hulen Street from SH 174 (Wilshire Blvd) to Candler Drive, with new 16" water transmission line improvements extending farther north to the south ROW of BNSF railroad. The project includes approximately 5,200 LF of roadway improvements; approximately 4,500 LF of storm drainage improvements; one multi-box culvert crossing; approximately 4,500 LF of landscaping and illumination improvements; approximately two miles of sidewalk improvements; approximately 7,000 LF of 16" water improvements; approximately 600 LF of 8" water improvements; and approximately 1,000 LF of 8" sanitary sewer improvements.

The following tasks have been identified for inclusion as Basic Services:

- Task 1. Preliminary Design Report
- Task 2. Subsurface Utility Engineering
- Task 3. Utility Coordination
- Task 4. Topographic and Boundary Survey
- Task 5. ROW/Easement Documents
- Task 6. Infrastructure Design
- Task 7. Flood Study
- Task 8. Median Landscaping and Irrigation Design
- Task 9. Bid Phase Services
- Task 10. Geotechnical Investigations

The following tasks have been identified for inclusion as Special Services and shall require advance authorization in writing by the City's Project Manager:

- Task 11. Public Involvement
- Task 12. ROW Acquisition
- Task 13. LOMR

- Task 14. Parkway Landscaping and Irrigation Design
- Task 15. TxDOT LOSA Process
- Task 16. Environmental Services for WOUS Delineation & Permit Assessment
- Task 17. Environmental Services for Cultural Resources Pedestrian Survey
- Task 18. Environmental Services for TxDOT LOSA Process
- Task 19. Environmental Services for Pre-Construction Notification (PCN) with USACE

COMPENSATION:

Compensation to be on a basis of the following:

1. **BASIC SERVICES:** The CITY agrees to pay the Consultant as follows:
 - a. Preliminary Design Report (Task 1) shall be performed for this fixed fee amount of **\$83,775**. The services to be provided are further outlined in Exhibit 'A'.
 - b. Subsurface Utility Engineering (Task 2) shall be performed for this fixed fee amount of **\$105,855**. The services to be provided are further outlined in Exhibit 'A'.
 - c. Utility Coordination (Task 3) shall be performed for this fixed fee amount of **\$54,080**. The services to be provided are further outlined in Exhibit 'A'.
 - d. Topographic and Boundary Survey (Task 4) shall be performed for this fixed fee amount of **\$83,595**. The services to be provided are further outlined in Exhibit 'A'.
 - e. ROW/Easement Documents (Task 5) shall be performed on a unit cost basis with a not-to-exceed budget **\$75,000**. The services to be provided are further outlined in Exhibit 'A'.
 - f. Infrastructure Design (Task 6) shall be performed for this fixed fee amount of **\$1,080,965**. The services to be provided are further outlined in Exhibit 'A'.
 - g. Flood Study (Task 7) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of **\$45,330**. The services to be provided are further outlined in Exhibit 'A'.
 - h. Median Landscaping and Irrigation Design (Task 8) shall be performed for this fixed fee amount of **\$77,470**. The services to be provided are further outlined in Exhibit 'A'.
 - i. Bid Phase Services (Task 9) shall be performed for this fixed fee amount of **\$10,300**. The services to be provided are further outlined in Exhibit 'A'.

- j. Geotechnical Investigations (Task 10) shall be performed for this fixed fee amount of **\$22,299**. The services to be provided are further outlined in Exhibit 'A'.

2. **SPECIAL SERVICES:** The CITY agrees to pay the Consultant as follows:

- k. Public Involvement (Task 11) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of **\$18,000**. The services to be provided are further outlined in Exhibit 'A'.
- l. ROW Acquisition (Task 12) shall be performed on a unit cost basis with a not-to-exceed budget of **\$239,200**. The services to be provided are further outlined in Exhibit 'A'.
- m. LOMR (Task 13) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of **\$29,710**. The services to be provided are further outlined in Exhibit 'A'.
- n. Parkway Landscaping and Irrigation Design (Task 14) shall be performed for this fixed fee amount of **\$22,305**. The services to be provided are further outlined in Exhibit 'A'.
- o. TxDOT LOSA Process (Task 15) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of **\$32,685**. The services to be provided are further outlined in Exhibit 'A'.
- p. Environmental Services for WOUS Delineation & Permit Assessment (Task 16) shall be performed for this fixed fee amount of **\$6,600**. The services to be provided are further outlined in Exhibit 'A'.
- q. Environmental Services for Cultural Resources Pedestrian Survey (Task 17) shall be performed for this fixed fee amount of **\$29,700**. The services to be provided are further outlined in Exhibit 'A'.
- r. Environmental Services for TxDOT LOSA Process (Task 18) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of **\$39,600**. The services to be provided are further outlined in Exhibit 'A'.
- s. Environmental Services for Pre-Construction Notification (PCN) with USACE (Task 19) shall be performed for this fixed fee amount of **\$19,800**. The services to be provided are further outlined in Exhibit 'A'.

3. **DIRECT EXPENSES:** The CITY agrees to pay the Consultant as follows:

- a. A fee equal to 1.5% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or

memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Based on the proposed fees for engineering and surveying services, the anticipated fee associated with direct expenses is **\$31,144**. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CITY by TNP to other entities shall be invoiced at 1.10 times actual cost and is not included in the **\$31,144** budget identified above.

4. **ADDITIONAL SERVICES:** The CITY agrees to pay the Consultant as follows:
 - a. Services provided by the CONSULTANT which are not specifically included in Basic Services as defined above or delineated in Attachment 'A' shall be reimbursed on an hourly basis at standard TNP hourly rates (Attachment 'B'). Examples of Additional Services are included in the Scope of Services (Attachment 'A').
5. **PAYMENT TERMS:** CITY shall be billed monthly for services rendered and pay upon receipt of invoice. Delays of transmitting payments to Consultant more than 30 days from invoice date may result in cessation of services until payment is received.

FEE SUMMARY:

<u>Basic Services</u>		
1. Preliminary Design Report:	\$83,775	(Fixed Fee)
2. SUE Services:	\$105,855	(Fixed Fee)
3. Utility Coordination:	\$54,080	(Fixed Fee)
4. Topographic and Boundary Survey:	\$83,595	(Fixed Fee)
5. ROW/Easement Documents:	\$75,000	(Unit Cost)
6. Infrastructure Design:	\$1,080,965	(Fixed Fee)
7. Flood Study:	\$45,330	(Hourly Reimbursable)
8. Median Landscaping and Irrigation Design:	\$77,470	(Fixed Fee)
9. Bid Phase Services:	\$10,300	(Fixed Fee)
10. Geotechnical Investigations:	\$22,299	(Fixed Fee)
<u>Special Services</u>		
11. Public Involvement:	\$18,000	(Hourly Reimbursable)
12. ROW Acquisition:	\$239,200	(Unit Cost)
13. LOMR :	\$29,710	(Hourly Reimbursable)
14. Parkway Landscaping and Irrigation Design:	\$22,305	(Fixed Fee)
15. TxDOT LOSA Process:	\$32,685	(Hourly Reimbursable)
16. Env. WOUS Delineation & Permit Assessment:	\$6,600	(Fixed Fee)
17. Env. Cultural Resources Pedestrian Survey:	\$29,700	(Fixed Fee)
18. Env. for TxDOT LOSA Process:	\$39,600	(Hourly Reimbursable)
19. Env. for PCN with USACE:	\$19,800	(Fixed Fee)
<u>Direct Expenses</u>		
a. Direct Expenses:	\$31,144	(1.5% Fee)
Total	\$2,107,413	

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. The following reflects our understanding of the City’s desired project schedule:

Project Milestone Schedule	
Project Milestone	Projected Completion
Notice to Proceed	03.24.13
Survey and SUE Complete	05.12.23
Alternative Analysis & Verifications	06.30.23
Preliminary Design Report	07.28.23
Conceptual (30%) Submittal	10.20.23
City Review Complete	11.03.23
Preliminary (60%) Submittal	01.12.24
City Review Complete	01.26.24
Pre- Final (90%) Submittal	04.05.24
City Review Complete	04.19.24
Final (100%) Submittal	05.31.24
Construction Complete	March 2026

It is understood and mutually agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that Consultant’s ability to perform the scope of service is dependent upon timely receipt of information and data from the CITY, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the CITY become delayed or not provided in a timely manner. It is anticipated that the life of this service agreement will be no more than **thirty-six (36) months** after receiving the authorization to proceed. If necessary and mutually agreed in writing by both parties, the duration of the contract can be extended.

DETAILED SCOPE OF SERVICES:

TASK 1. PRELIMINARY DESIGN REPORT

CONSULTANT shall prepare the following items as part of the Preliminary Design Report:

1. Design Verification:

- **Lane Configuration** – CONSULTANT will perform traffic counts to determine current traffic volume. MTP data will be used to project future volumes. CONSULTANT will then perform capacity analysis using both current and projected traffic volumes to confirm the proposed 4-lane interim, 6-lane ultimate roadway lane configuration is warranted.
- **Water Transmission Main Sizing** - Obtain the latest version of the City's Water Master Plan and associated water models from City. Review the calculations, land use assumptions, and usage rates for concurrence. Utilize the provided model to confirm sizing of the new 16" lower pressure plane water transmission main.
- **Shannon Creek Culvert** - perform a floodplain analysis of South Shannon Creek in the area of the SW Hulen St. crossing to size the new culvert structure and evaluate alternatives to mitigate downstream impacts. (Performed under Task 7)

2. Alternative Analysis:

- **Typical Section** - Evaluate conceptual design of Hulen Street for up to three (3) roadway typical section alternatives that consider different options for lane width, median width, and streetside elements to determine the preferred project specific typical section.
- **Roadway Alignment** - Evaluate up to two (2) Hulen Street roadway alignment design alternatives. Develop conceptual layouts (plan view only) that depict each alternative for City review.
- **ROW Study** - Provide summary tables of ROW needs for each design alternative. Summary tables will include an opinion of ROW acquisition costs for comparative purposes. ROW acquisition and buyout costs will be based on County appraisal district values with a multiplier, as agreed upon with the CITY.
- **Landscaping** - Evaluate up to three (3) different options for landscaping and beautification associated with the preferred roadway typical section. CONSULTANT will provide section-perspective views rendered in 3D for each option. Landscaping options and renderings will consider both median and parkway beautification.

3. Engineering Summary Report including the following:

- Conceptual layouts with typical sections for each roadway design alternative
- Details of roadway design alternatives considered
- Details of landscape alternatives considered

- Drainage configuration exhibits for design alternatives (Performed under Task 7)
- Details of drainage design alternatives (Performed under Task 7)
- Narrative summary of ROW study findings
- Pros and cons of design alternatives
- Conceptual opinions of probable construction cost (OPCC) of design alternatives and ROW acquisition.

4. Review Workshops:

- Participate in up to two (2) design alternative review workshops with the CITY to discuss design alternatives, refine and finalize the report, and identify the alternatives that will be included in the Project for conceptual (30%) design.

ASSUMPTIONS

- City will provide CONSULTANT models and data that have been previously collected/developed as part of the City's master plan to expedite the design verification process.
- Meetings: two design alternative review workshops; site visits and design coordination meetings on an as-needed basis.
- Alternative analysis and associated layouts shall include plan views only. (No vertical/profile analysis.)
- CONSULTANT shall not proceed with Conceptual (30%) Design activities without the CITY's authorization and selection of Conceptual Design alternative.

DELIVERABLES

- A. Engineering Summary Report with conceptual layouts and associated attachments. Electronic submittals. No hardcopies needed.
- B. Geometric layouts of design alternatives.
- C. Up to three (3) section perspective views rendered in 3D.
- D. Conceptual Opinions of Probable Cost

TASK 2. SUBSURFACE UTILITY ENGINEERING

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – CONSULTANT will provide utility information, up to QL-"B", for the following areas:

- A 200' wide section centered on the existing center line of Hulen Street from existing BNSF right of way north of Candler Dr to SH 174 (approximately 7,000 LF)
- A distance of 250' along each side street between the existing BNSF right of way and SH 174 (up to 2,000 LF total)
- Existing SH 174 from 250' northeast of Hulen St to 250' southwest of Hulen St (500 LF total)
- A 120' foot wide section along the east BNSF right of way line from Hulen St to 400' north of Hulen St (400 LF total)

This work includes:

- Requesting utility records on all crossing utilities from the CITY, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-“C” or “D”) will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
 - Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectible indications of the location of anticipated subsurface utilities.
 - Marking all locations that can be validated, using paint, flags or other devices.
 - Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
 - Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.
2. Quality Level A Utility Test Holes – Upon CITY approval, CONSULTANT will excavate by air-vacuum or other minimally invasive methods up to **twenty (20) test holes**.

This work includes:

- Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements.

If closures or additional traffic control equipment is needed other than signs and cones, additional direct expenses will be charged.

- Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

DELIVERABLES

- A. AutoCAD file containing the results of the SUE investigations.
- B. Test hole reports.

TASK 3. UTILITY COORDINATION

CONSULTANT will perform utility coordination services for the project as follows.

1. Utility Coordination Meetings

- The CONSULTANT shall coordinate and attend up to six (6) utility coordination meetings with the City and all utility entities. Utility coordination shall include the identification of utility conflicts, coordination, compliance with any applicable utility accommodation rules, and resolution of utility conflicts. The CONSULTANT shall coordinate all activities with the City, or their designee, to facilitate the orderly progress and timely completion of the Project's design

2. Contact Local Utility Companies

- A location map and or preliminary plans will be provided to the utility companies. These plans will be used by the utility companies to show approximate locations of their facilities that are, or may be, affected by the Project. The CONSULTANT shall continue to coordinate with the utility companies during the design process to help refine the location and limits of utilities and determine where relocations may be needed.
- Unless directed otherwise, the City shall be present at all meetings with the utility companies. CONSULTANT shall deliver to each of the utility companies, an electronic copy (or other submittal requirements as dictated by the utility company) of each Project Submittal for their review and comments.
- CONSULTANT shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the City at each milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:
 - Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - Type of facility;

- Type and location of conflict, identified by station and offset
- Expected clearance date;
- Status;
- Effect on construction;
- Type of adjustment required;
- Expected clearance date (if applicable).

3. Review of Utility's Proposed Adjustments

- Identify acceptable corridor assignments for proposed utility relocations to clear planned improvements related to the City construction project.
- Evaluate Alternatives: The CONSULTANT shall evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility.
- Review Schedules: The CONSULTANT shall review up to ten (10) utility relocation schedules.
- Review up to ten (10) utility relocation plans for compliance with the proposed project. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

TASK 4. TOPOGRAPHIC AND BOUNDARY SURVEY

CONSULTANT will provide topographic and boundary survey services for the project as follows.

1. CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for the proposed widening of Hulen Street from SH 174 to the existing BNSF railroad right-of-way, consisting of approximately 9,600 total LF. The design survey corridor width will be approximately 400 feet for the majority of the project area and will include adjoining streets and/or driveways.
2. The Survey will identify topography (one foot contours), visible features and above ground improvements including buildings, pavement, curbs, fences, trees, sidewalks, landscaped areas, and other pertinent features within the project area as necessary for engineering design. Up to six (6) cross sections will be captured along Shannon Creek at locations identified by Engineer. Benchmarks will be established within or near the project areas for use during the design and construction phases of the project. Upon completion of grading activities for Shannon Creek, CONSULTANT will perform additional field surveys to capture as-built elevations in support of the LOMR.
3. Texas811 will be notified to coordinate marking of underground utilities. However, lacking excavation, the exact location of underground utilities and features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the CITY is advised that excavation may be necessary.

4. Existing boundary corners and property monuments will be located as necessary for a Registered Professional Land Surveyor to determine existing rights-of-way, property lines and easements within the project area, and to develop proposed right-of-way and easement documents, as required. The proposed right-of-way and easement corners will be monumented on the ground by 5/8 inch rebar with plastic caps stamped "TNP" or "TNP INC ESMT".
5. All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights.
6. CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

ASSUMPTIONS & DELIVERABLE

- AutoCAD Civil 3D file containing base map of topographic survey and boundary information.

TASK 5. ROW/EASEMENT DOCUMENTS

CONSULTANT will provide ROW and easement document preparation for the project as follows.

1. ROW Document Preparation
 - Prepare Exhibit A (metes and bounds description) and Exhibit B (Right-of-Way sketch) signed and sealed by a Texas Registered Professional Land Surveyor for up to 18 (eighteen) proposed ROW taking documents to CITY standards. Preparation of ROW documents above and beyond 18 shall be considered an Additional Service. **(\$2,500 per each)**
2. Permanent Easement Document Preparation
 - Prepare Exhibit A (metes and bounds description) and Exhibit B (easement sketch) documents signed and sealed by a Texas Registered Professional Land Surveyor for 15 (fifteen) proposed permanent easements to CITY standards. Preparation of permanent easement documents above and beyond 15 shall be considered an Additional Service. **(\$2,000 per each)**

TASK 6. INFRASTRUCTURE DESIGN

1. Data Collection

- The CONSULTANT will collect, compile, and evaluate available data from the City of Burleson and other entities that provide existing information related to the design of the Project.
- The CONSULTANT will make an effort to obtain as-built, record, and/or future plans for the following facilities in the Project area including:
 - Culvert
 - Roadway
 - Water Lines
 - Sanitary Sewer Lines
 - Storm Drain Lines
 - Telephone and Cable TV Underground and/or Overhead Lines
 - Gas Lines
 - Fiber Optic Lines (City, BISSD, private, etc)
 - Other Utilities Known to Serve the Project Area
- The CONSULTANT will prepare a project base file using the surveyed topo, boundary, subsurface utility designations.

2. Project Management

- Managing the Team
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Task and allocate team resources
- Communications and Reporting
 - Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
 - Conduct review meetings with the CITY at the end of each design phase.
 - Conduct site visits on an as-needed basis for investigations and coordination during the design process.
 - Prepare and submit monthly progress reports in the format requested by the CITY.

- Prepare and submit an anticipated Project Schedule. Provide schedule updates as the Project progresses through the design process.
 - Coordinate with CITY, utilities, property owners, TxDOT and other agencies and entities for the planning and design of the proposed infrastructure, and provide and obtain information needed to prepare the design.
 - Personnel and Vehicle Identification: When conducting site visits to the project location, the CONSULTANT or any of its sub-consultants shall carry readily available information identifying the name of the company and the company representative.
- TxDOT Coordination and Requirements
- The Project involves TxDOT facilities and will require coordination and review by TxDOT Fort Worth District staff. The design shall conform to criteria and guidelines from current TxDOT Roadway Design Manual, PROWAG, and TxDOT Standards for portions of the project bounded or connecting to TxDOT ROW. The CONSULTANT makes no warranty that TxDOT policy will be applied uniformly to any of the projects. Additional project requirements or coordination from TxDOT for any project is considered additional services.
- LOSA Determination
- TxDOT Fort Worth district has indicated that a Local On-System Agreement (LOSA) needs to be evaluated for the Hulen Street at SH 174 intersection connection. The CONSULTANT will assist the City in coordinating and providing the required information for TxDOT to determine if a LOSA agreement will be required. TxDOT LOSA Process submittal and coordination requirements are under special services Task 15.

3. Roadway Design

Roadway design for this project shall generally include the reconstruction of Hulen Street from an existing two-lane rural asphalt road to an expanded 4-lane interim (6-lane ultimate) urban divided road. The project will also include the expansion of the intersection with SH 174 (Wilshire Blvd) to its ultimate lane configuration (three northbound lanes with a dedicated right turn lane off of SH174, three southbound lanes, dual left turn lanes, and one dedicated right turn lane.)

This expanded 140' right-of-way section at the intersection will continue for 250 linear feet then have 250 linear feet to taper down to the ultimate six lane right-of-way width of 120'.

The project shall obtain the ultimate right-of-way width from SH174 to Candler Dr. from the intersection to Candler Dr. and design a median divided four-lane roadway with sidewalk. Sidewalk width to be determined with the preliminary design report.

Specific design elements are further outlined as follows.

➤ Finalize Design Elements

- Finalize Vertical & Horizontal Alignments
The CONSULTANT shall base design on the preferred design alternatives selected by the City during the Preliminary Design Report phase. CONSULTANT shall finalize horizontal, vertical, and cross-sectional design elements for all roadways. All design shall be American Disabilities Act Accessibility Guidelines and Texas Accessibility Standards (ADAAG/TAS) compliant, as applicable.
- Traffic, Intersection, and Access Management Design
Determine and develop proposed traffic element modifications such as turn lane limits and locations, median opening locations, driveway geometrics, and intersection geometrics.
- Typical Sections
Develop final proposed typical sections for all roadways. Typical sections shall include representations of the various proposed conditions, such as pavement materials and thickness, cross-slopes, side slopes, number of lanes, lane widths, retaining wall locations, shoulder widths, clear zones, border width, sidewalk locations, and right-of-way width.
- Driveway Profiles / Cross Sections
Analyze all driveways within the project and develop driveway profiles as needed to ensure that driveways function as intended. (For example, residential driveways will be designed to accommodate passenger cars, commercial driveways will be designed to accommodate trucks). Delineate the limits of construction outside of the right-of-way as needed to secure an adequate driveway profile. Driveways shall be ADAAG/TAS compliant, as applicable.
- Side Street Profiles
Develop profiles for each side street and analyze each for accessibility to trucks and buses. Delineate the limits of construction necessary to develop a suitable profile.
- Intersection Layouts
Develop plan layouts for each side street and analyze each for positive drainage while identifying proposed elevations along each radius return to ensure acceptable intersection design.

4. Water & Sanitary Sewer Design

➤ Water improvements include the design for:

- Approximately 7,000 LF of new 16-inch lower pressure plane transmission water line parallel to the existing 16-inch water line along Hulen St. from the existing 16-

inch on the south side of the BNSF railroad (no railroad coordination anticipated) to the existing 12-inch water line near SH174.

- Extending approximately 425 LF of 8" water line along Hulen from SH 174 north to Torres property and plug for future line looping on the west side of the road.
- Approximately 150 LF of continuation of Greenbridge Dr. 8" water line which shall cross perpendicular beneath Hulen Street. Plug for future connection to the west.

➤ Sanitary sewer improvements include the design for:

- Extending 8" sanitary sewer main from SH174 northwest approximately 550 LF along Hulen Street and set a new manhole on the north side of existing gas well drive.
- Approximately 450 LF of continuation of Candler Dr., Potomac Dr., and Greenbridge Dr. 8" sanitary sewer lines which shall cross perpendicular beneath Hulen Street.

Total water improvements anticipated include approximately 7,600 LF of water line ranging from 8" diameter to 16" diameter. Total sanitary sewer improvements include approximately 1,000 LF of 8" wastewater line. The design of the replacement lines shall be in accordance with the City's criteria as well as the requirements of TCEQ (i.e. TAC Title 30, Chapters 217 and 290). The water and wastewater improvements shall include the following:

- Overall project water layout sheets
The water layout sheet shall identify the proposed water main improvement/ existing water mains in the vicinity and all water appurtenances along with pressure plane boundaries, valves, and fire hydrants.
- Overall project sewer layout sheets
The sewer layout sheet shall identify the proposed sewer main improvement/ existing sewer mains in the vicinity and all sewer appurtenances
- Coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.
- Bearings will be given on all proposed centerlines, or baselines.
- Water Plan and Profile sheets (12" and larger)- which show the following:
 - a. proposed water plan/profile and recommended pipe size
 - b. fire hydrants
 - c. water service lines and meter boxes
 - d. gate valves and isolation valves
 - e. existing meter and sizes
 - f. existing fire line locations
 - g. existing utilities and utility easements

- h. legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
- Sewer Plan and profile sheets - which show the following:
 - a. proposed sewer plan/profile and recommended pipe size
 - b. manhole locations
 - c. existing service lines
 - d. existing utilities and utility easements
 - e. legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
- The CONSULTANT will prepare special details for water and sewer line installation and/or replacement that are not already included City's standard details. These may include connection details between various parts of the project, tunneling details, boring and jacking details, relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.

5. Drainage Design

The drainage analysis and design for the Project shall be in accordance with the City's Design Standards Manual and shall include an analysis of the existing and proposed drainage within the Project limits, and design of drainage improvement plans as necessary for compliance with current City's standards.

➤ Preliminary Drainage Design

- Drainage Area Mapping - Delineate drainage area boundaries based on topographic survey, record drawings, site inspection, and other suitable topographic maps and records (if available). Compare watershed boundaries and limits to information found in the City's latest Drainage Study, if available.
- Calculate Drainage Area Runoff – It is anticipated that runoff associated with storm drain and inlets will be calculated using the rational method and runoff associated with South Shannon Creek will be calculated using the SCS method.
- Existing Capacities - Utilizing topographic survey and record drawing information, calculate the existing street, ROW, inlet, and storm drain capacities within the Project limits. Compare calculated runoff with existing capacities and historical flooding/drainage issue records.

➤ Final Drainage Design

- Sub Area Mapping and Inlet Sizing - (StormCAD or other approved method). Subdivide the overall drainage areas into sub-areas and calculate the discharge directed to each proposed inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to obtain acceptable water spread widths within the roadway. Prepare a drainage area map identifying all sub-areas.

- Storm Sewer Sizing - (StormCAD or other approved method). Size a network of storm sewers to collect inlet flows and route the discharge to the locations selected in the alternative development stage. Prepare hydraulic data sheets for inclusion in the plans.
- Storm Sewer Plan and Profile - Prepare storm sewer plan and profile sheets depicting storm sewer, inlets and manholes necessary to drain the facility and convey the runoff to the designated discharge points. The storm sewer plan profiles will be consistent with the hydraulic computations developed using StormCAD or other approved method, and the City's latest drainage criteria. Inlets, manholes and junctions will be in accordance with City's standard details. Prepare layouts at 1" = 20' horizontal and 1" = 4' vertical on 22"x34" plan sheets unless otherwise directed.
- Culvert Plan and Profile - Prepare culvert plan and profile sheet depicting the culvert crossing at South Shannon Creek. Culvert plan and profile sheet will include design details for pipe/box, headwalls, grading, and armoring and will be designed in accordance with City and/or TxDOT standard details.
- Culvert Hydraulic Data – Prepare hydraulic data sheet for the culvert for inclusion in the plans. Effort for culvert hydraulics and sizing is provided under Task 7.
- Special Inlet Details - Prepare custom details to clarify construction details of non-standard inlets, if needed.
- Miscellaneous Drainage Details - Prepare plan details necessary to clarify the construction requirements of the drainage facilities.
- Assemble Applicable Standards - Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

6. Roadway Illumination Design

Roadway illumination plans will be provided for up to 4,400 LF of Hulen Street between SH 174 (Wilshire Blvd) and Candler Drive.

- Review AASHTO requirements to assign a roadway classification and to determine light level requirements. Perform light level calculations using AGI design software to determine pole spacing. In addition, generate a photometric plan of a typical segment of Hulen Street to identify pole spacing requirements for the corridor.
- Review clearance requirements to assess appropriate pole placement per City of Burleson design standards manual.
- Review applicable National Electric Code provisions and requirements.
- Coordinate with the appropriate utility companies to identify service locations,

types, and standards for lighting.

- Perform voltage drop calculations to determine electrical conductor size and grounding conductors.
- Review conduit fill and design conduit size per City standards and direction.
- Design electrical services including electrical service data, breaker size, and service entrance conductors.
- Show pole foundation locations, conduits, ground boxes, electrical service data sheet, power source locations, and conductor charts. In addition, submit photometric plan layout for review by the CITY.
- If requested by the CITY, provide for decorative banner arm brackets to be mounted on illumination poles for holiday or event activities.
- Prepare layouts showing continuous roadway illumination plans as well as supporting detail tables to reflect a complete illumination design.
- Illumination General Notes shall be compiled and inserted in the plans.
- Appropriate details and standards shall be compiled and inserted into the plans.

7. Plan Development

- Cover Sheet
- Sheet Index and Legend Sheet
- General Notes Sheet
- Survey Control Sheets - Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.
- Overall Project Property Layout(s) with property owner information.
- ROW and Easement Layout Sheet
- Demolition Plan - A demolition plan will be prepared to depict existing features such as pavement, structures, and trees that will be removed to accommodate proposed construction.
- Typical Section Sheets - Prepare typical section sheets showing the existing typical section(s) and proposed typical section sections for all roadways
- Construction Phasing Plans - The CONSULTANT shall prepare construction phasing plans to represent the recommended phasing for the Project based on minimizing impacts to existing traffic patterns and property owners adjacent to the Project. The Project's contractor(s) will be responsible for preparing traffic control plans showing the actual locations of construction signs and other traffic control devices.

- Roadway Plan and Profile Sheets - Using the approved preliminary geometric layout as the base drawing, prepare plan-profile sheets for each roadway at 1" = 20' horizontal scale and 1" = 4' vertical scale on 22" x 34" plan sheets, unless otherwise directed.
- Side Street Plan & Profiles - Develop cross street profiles using the same criteria as roadway plan & profiles.
- Roadway Cross-Sections - Provide design cross-sections at 50' intervals and at all driveways and side streets that are annotated at all break points and are produced at a 1" = 10', 1" = 20' or other scale as directed, on 22" x 34" plan sheets. Original ground line, design subgrade line and finished grade line shall be shown.
- Intersection Layout Sheet (SH 174) – prepare intersection layout sheets that depict the proposed roadway intersection geometry and grading at SH 174.
- Overall Water Layout Sheets
- Water Plan & Profiles Sheets (New 16" main)
- Water Plan Sheets
- Overall Sanitary Sewer Layout Sheets
- Sanitary Sewer Plan & Profiles Sheets
- Drainage Area Map Sheet
- Drainage Calculations Sheets
- Storm Drain Plan and Profile Sheets
- Storm Drain Plan Lateral Sheets
- Culvert Plan and Profile Sheet
- Culvert Hydraulic Sheet
- Retaining Wall Plan and Profile Sheets
- Roadway Illumination Layout Sheets
- Traffic Control Plan Sheets (TxDOT connection only)

- Signing & Pavement Marking Layouts - Prepare signing and pavement marking layouts in accordance with applicable design standards, and the TMUTCD. These layouts will depict signage, pavement marking, and delineator type on the same plan sheet.
- Pavement Marking Details - Prepare details necessary to clarify the construction requirements of the pavement marking plans.
- Small Sign Details - Prepare small sign detail sheets for non-standard conditions. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.
- Small Sign Summary - Determine the mounting requirements for each sign or sign cluster based on TMUTCD and/or other applicable standards. Provide a summary of all the signs together with totals for each mount type.
- Erosion Control – An Erosion Control Plan will be prepared for the project, but the Stormwater Pollution Prevention Plan (SWPPP) will be prepared by the contractor. Standard City of Burleson and NCTCOG details for erosion control will be used as appropriate.
- Standards - Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

8. Project Quantities and Opinion of Probable Cost

- Project quantities and an Opinion of Probable Construction Cost will be a part of the 30%, 60%, 90% and 100% submittals, as outlined below.
- The CONSULTANT's opinion of probable construction costs will be prepared for the entire project using current unit cost data. These opinions of cost will be provided on the basis of CONSULTANT's experience and professional judgment, but will not imply any warranty that final bids might not vary from the cost opinions provided, since neither the CONSULTANT nor the City have any control over market conditions or bidding procedures.

9. Submittals

- Conceptual Plans (30%) - Using a combination of the field survey, existing aerial photography, general property research, utility research, site visits and experience, the CONSULTANT will develop schematic road reconstruction plans for the Project consisting of the proposed horizontal and vertical alignments. CONSULTANT shall submit a pdf copy of the conceptual plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost.
- Preliminary Plans (60%) - The Preliminary plans will include essentially complete paving plan and profile sheets, drainage area map, storm drain plan and profiles,

preliminary hydraulic tables, and roadway illumination plans. CONSULTANT shall submit a pdf copy of the preliminary plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost. Upon City approval of preliminary plans, pdf copies will be delivered to utility companies as plans adequate for utility relocation design.

- Final Plans (90%) - Final plans will include the complete plan set, along with bid documents and specifications and a final updated Opinion of Probable Construction Cost. CONSULTANT shall submit a pdf copy of the final plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost.
- Bid Documents (100%) - Final documents will be based on City review comments of the final plan submittal. Deliverables will include a pdf copy of the final plan set, along with a final Opinion of Probable Construction Cost, and complete bid documents and specifications. The CONSULTANT will also provide the City with CD's containing PDF's of all documents, as well as the actual Word, Excel and AutoCAD files associated with the documents. CONSULTANT will provide the City with one (1) full size copy and five (5) half size reproductions of the plans set for bidding purposes.

ASSUMPTIONS

- The Project will be designed in accordance with the City of Burleson's Design Standards Manual (DSM). If the City makes significant changes to its DSM during the design process and these changes require additional effort or work on behalf of the Engineer, it may be necessary to execute a fee amendment to cover the additional work.
- CONSULTANT shall not proceed with subsequent design activities without obtaining the CITY's approval of the previous design plan submittal.
- The SWPPP shall be the responsibility of the Contractor.
- Traffic Control Plan will be provided as needed to satisfy TxDOT requirements for approval of connection to SH 174. Traffic Control Plan for the remainder of the project shall be the responsibility of the Contractor.
- It is assumed that no traffic signal improvements will be associated with the Project.

DELIVERABLES

- A. Meeting minutes with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Project schedule with updates
- E. Electronic submission of PDF plans at each milestone submittal
- F. Opinion of probable construction cost at each milestone submittal
- G. Bid Documents and Specifications

TASK 7. FLOOD STUDY

CONSULTANT will perform a floodplain analysis of South Shannon Creek in the area of the SW Hulen St. crossing. The study has the following purposes:

- Sizing the proposed culvert/bridge crossing on SW Hulen St.
- Evaluating downstream impacts of the new crossing.
- Evaluating alternatives to mitigate downstream impacts.
- Supporting Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) requests, as needed.

The analysis will be performed in accordance with City of Burleson Standards and the minimum requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA).

1. Floodplain Analysis

CONSULTANT will perform the following tasks associated with the floodplain analysis:

1. Perform up to two (2) field visits to evaluate the site conditions.
2. Obtain record drawings for existing infrastructure and any available flood studies/models from the City and FEMA.
3. Update existing hydrology for fully-developed flows.
4. Utilize existing hydraulic model and hydraulic work map(s) for South Shannon Creek as available.
5. Using survey data and as-built plans, update and add cross sections into the model as needed.
6. The goal of the project is to select a culvert that will meet the City's design criteria and minimize the need for improvements to mitigate downstream impacts. If it is not possible to achieve both of these goals, CONSULTANT will provide the City with alternatives that are feasible and serve the purpose of protecting the traveling public and the downstream property owners. Up to three alternatives will be evaluated.
7. Compute the expected 100-year flood elevations along South Shannon Creek in the area of the improvements for each potential alternative until there are no water surface elevation rises or until it becomes clear that the alternative is not feasible due to cost or time constraints.

8. Prepare exhibits delineating the existing and revised floodplain and identify downstream impacts.
9. Meet with City staff to determine the preferred alternative.
10. Prepare a report summarizing the assumptions made, methodologies used, and conclusions reached in the flood study. The report will provide the technical background data to support a request for revising the current floodplain limits within the project area.

2. Floodplain Development Permit

- CONSULTANT shall complete the City of Burleson's Application for Floodplain Development Permit Form, attach all relevant documents and submit it to the City. CONSULTANT will address any questions or comments received from the City related to the permit application.

TASK 8. MEDIAN LANDSCAPE AND IRRIGATION DESIGN

CONSULTANT will provide Median Landscape and Irrigation design for the project as follows:

1. **Alternative analysis:** Consultant will provide Landscape Architecture Design services that consist of up to (3) section-perspective views that will be rendered in 3D views. Consultant will attend up to two public meetings to present these concepts.
2. **Median Landscape and Irrigation Design:** Consultant will provide Landscape Architecture Design services that meets the applicable landscape ordinance for the City of Burleson.

Included in this item:

- Submittals at 30%, 60%, 90%, and 100%
- Develop an appropriate plant palette for the medians which addresses vehicular safety, sight distances, and maintenance needs. Plant palettes shall include turf, ground cover, ornamental grasses, accent plants, perennials, annuals, shrubs, ornamental trees, shade trees and screening plants as desired by City.
- Landscape Plan Submittal: Consultant will submit a Landscape Plan for City review and approval and then revise plans based upon City comments.
- Up to three (3) virtual design team meetings to coordinate ground plane design elements and verify owner expectations for the level of finish.
- Construction Documents: Plans to include planting and irrigation with applicable details to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications to be included.
- OPCC - Opinion of Probable Construction Cost.
- Coordination with the Civil Engineer to provide dedicated irrigation meter.

- Coordinate with the City on irrigation standards to determine and recommend irrigation equipment for trees, shrub beds, and turf.
- Coordinate with City to determine locations for meters, controllers, and service connections for irrigation.
- Coordinate with the City to determine locations for enhanced pavement (e.g. stamped concrete) for elements such as crosswalks, median noses, etc. if required.

ASSUMPTIONS

- Does not include signage, site furnishings, landscape lighting, fences, or water features.
- Excludes irrigation systems utilizing reclaimed water that require pumps, filters, and associated controls.
- Does not include efforts to pursue LEED certification.

TASK 9. BID PHASE SERVICES

CONSULTANT will provide the following services during the Project's bidding and award phase:

- CONSULTANT to provide bidding documents to CITY, including bid tabs in spreadsheet form, for advertisement through CITY's Bonfire system.
- Assist the CITY in addressing bidder questions and preparing and distributing any addenda.
- Assist in the bid opening.
- Assist the CITY in evaluating the best value criteria and determining the qualifications of prospective contractors and their teams. Provide a letter of recommendation to the City for award of the project.
- Assist the CITY in coordinating with the selected Contractor to compile the necessary bonds and insurance to prepare the contract documents for execution by the CITY and the Contractor.
- Incorporate all addenda into the contract documents and issue conformed sets of plans and specifications for use as the issued for construction documents.

ASSUMPTIONS

- The CITY is responsible for the cost of advertising the project.
- The bidding format will be based on competitive sealed proposal (CSP).
- The bid opening will take place online through the CITY's Bonfire system.

DELIVERABLES

- A. Addenda
- B. Bid tabulations
- C. Recommendation of award
- D. Four (4) sets of original executed contract documents.
- E. Three (3) full-size and six (6) half-size sets of conformed plans.
- F. An electronic copy (PDF) of conformed plans and contract documents.

TASK 10. GEOTECHNICAL INVESTIGATIONS

CONSULTANT will provide geotechnical services for the project as follows:

1. Subsurface Exploration

Based on past experience in the vicinity of the project, we anticipate subsurface conditions to consist of soils and rock of the Grayson/Main Street geological formation.

Experienced drillers and technicians will evaluate subsurface conditions with a total of **ten (10) sample borings** will be drilled to a depth of 15 feet.

The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CONSULTANT personnel will stake the boring locations using handheld GPS equipment. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

2. Laboratory Services

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- Moisture content and soil identification
- Liquid and plastic limit determinations
- Unconfined compression tests on soil
- Unit weight determinations

- Absorption pressure and/or one-point pressure swell tests
- Eades and Grim lime series tests
- Soluble sulfate tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

3. Engineering Services

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- General soil and groundwater conditions
- Recommendations for pavement subgrade preparation, type, depth and concentration
- Recommendations for roadway pavement design
- An evaluation of the swell characteristics of the subgrade soils
- Recommendations for retaining wall foundation type, depth and allowable loading
- Foundation construction requirements
- Recommended lateral pressures for the design of retaining structures
- Earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services.

ASSUMPTIONS

- Boring Locations are accessible to truck-mounted drilling equipment.

DELIVERABLES

- A. Geotechnical Report & Recommendations.

TASK 11. PUBLIC INVOLVEMENT

As part of the Public Involvement, CONSULTANT shall:

1. Public Meetings (Open Houses)

- Attend up to two (2) open house Public Meetings with the CITY. Provide up to four (4) public meeting exhibits to be on display at the meetings. The CITY will schedule, organize, send out invites, and perform any other activities needed to set up and facilitate the public meetings.
- Support the CITY by answering questions and providing clarity on project design decisions/elements as needed.

- It is anticipated that one public meeting will occur at conceptual design phase and the next will occur during final design.

2. Council Work Sessions

- Participate in up to two (2) City Council Work Sessions during the design phase of the PROJECT to provide project updates and discuss project impacts. The CONSULTANT will prepare up to two (2) meeting specific exhibits and/or visual aids to facilitate council understanding of project improvements and related impact to stakeholders.
- Support the CITY by answering questions and providing clarity on project design decisions as needed.

TASK 12. ROW ACQUISITION

CONSULTANT will provide appraisal, negotiation, residential relocation, and title and closing services. This includes up to 23 parcels. Services will comply with the City's Standards and the requirements of Texas Senate Bill 18.

1. Real Estate Appraisal Services (\$4,400 per each)

- a. Appraisers will provide advance notice of the date and time of their appraisal inspections of the subject property to the CONSULTANT'S Project Manager.
- b. Appraisers will prepare and conduct personal pre-appraisal contact with interest owners for each parcel.
- c. Appraisers will contact property owners or their designated representatives to offer an opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain a record of contact in the file.
- d. For an initial appraisal assignment, prepare an appraisal report for each parcel to be acquired utilizing appropriate appraisal forms. These reports shall conform to policies, procedures, and the Uniform Standards of Professional Appraisal Practices promulgated by the Appraisal Foundation.
- e. CONSULTANT will review and recommend completed appraisals for approval by the CITY Staff or assigns.
- f. Should the CITY request revisions or updates to appraisal reports, the CONSULTANT will submit associated fees to the CITY for approval before authorizing such revisions or updates.

2. Negotiation Services (\$5,000 per each)

- a. Analyze preliminary title report to determine potential title curative issues.
- b. Analyze appraisal report if applicable; confirm the CITY's approved value before making an offer for each parcel.

- c. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the CITY on CITY-approved forms.
 - d. Send the initial offer, appraisal, and required brochures to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - e. Make four (4) diligent attempts to contact each property owner, after which the property owner will be considered non-responsive, and negotiations will be considered exhausted.
 - f. Prepare and maintain a negotiator's report for each parcel.
 - g. Receive any counteroffers from the property owner. Evaluate all counters and submit to and discuss them with the CITY's Project Manager.
 - h. After the concurrence of the CITY Project Manager, prepare the final offer letter and mail conveyance documents by CMRRR.
 - i. If a settlement cannot be reached or title can't be cleared, a file suitable for Eminent Domain proceedings will be provided to the Client.
- 3. Title Research and Closing Services (combined) (\$1,000 per each)**
- a. Secure title commitment or preliminary title search and 5-year sales data from the Title Company that will provide title insurance.
 - b. The curative services necessary to provide clear title to the CITY are the PROVIDER's responsibility.
 - c. Secure title insurance for all parcels acquired, ensuring acceptable title to the CITY. Written approval by the CITY is required for any exception.
 - d. PROVIDER provides closing services in conjunction with the Title Company. The cost of title insurance is paid by the CITY and is not included in the PROVIDER's negotiated fee schedule.
 - e. Any fees related to obtaining certified court documents and fees for recording the same, which are not collected at the closing of the parcel, shall be direct pass-through fees at the exact cost.
 - f. In conjunction with the title company, the PROVIDER shall cause the recordation of all instruments conveying property to the CITY. The cost of recording and filing fees are paid by the CITY and are not included in the PROVIDER's negotiated fee schedule.

TASK 13. LOMR

If authorized by the City of Burleson, CONSULTANT will assist the CITY in securing a LOMR from the Federal Emergency Management Agency (FEMA) that depicts the revised floodplain of South Shannon Creek through the project as follows. CONSULTANT will obtain a Floodplain Development Permit for the CITY for the project with the Flood Study task.

1. Letter of Map Revision (LOMR)

CONSULTANT will assist CITY in securing a LOMR from the Federal Emergency Management Agency (FEMA) that depicts the revised floodplain of South Shannon Creek:

- Update the hydraulic model of South Shannon Creek developed with the CLOMR or Flood Study to reflect the post-construction topography per the as-built survey data and assemble the required technical data to support the proposed LOMR (i.e., flood study report, hydrologic and hydraulic computer models and associated exhibits).
- CITY shall provide CONSULTANT with a copy of the Deed or Plat of the property showing the recording information (e.g., Book/Volume and Page numbers or Document/Instrument number) and containing the recorder's seal and recording date.
- Prepare a draft public notice describing the proposed revisions to the effective floodplain. The draft public notice will be included in the LOMR submittal to FEMA and upon FEMA's approval of the notice, it will be published in a local newspaper. The cost of publishing the public notice is not included in this Scope of Services and shall be paid by CITY.
- Submit a draft copy of the LOMR request package to the City's floodplain administrator for review prior to submitting to FEMA and revise the information in the LOMR submittal per the floodplain administrator's review comments, if any.
- FEMA requires that a review and processing fee be submitted for a map revision and requests related to modifications of the floodplain limits. The FEMA review fee is included in this contract. The current FEMA review fee associated with LOMRs of this type (Physical Map Revision Base on a Bridge, Culvert, Channel, Hydrology, or Combination Thereof) is \$8,000. If the FEMA review fee changes significantly between the time of execution of this contract and the submittal of the LOMR, CONSULTANT may request a contract modification to cover the additional cost. The FEMA review fee will be billed to the CITY following the submittal to FEMA.
- Submit the LOMR request package to FEMA for review and revise the information in the LOMR submittal per review comments for FEMA, if any.

TASK 14. PARKWAY LANDSCAPING & IRRIGATION DESIGN

If authorized by the City of Burleson, CONSULTANT will provide additional Landscape and Irrigation design for the parkways within the project as follows:

1. **Parkway Landscape and Irrigation Design:** Consultant will provide Landscape Architecture Design services that meets the applicable landscape ordinance for the City of Burleson.

Included in this item:

- Submittals at 30%, 60%, 90%, and 100%
- Develop an appropriate plant palette for the medians which addresses vehicular safety, sight distances, and maintenance needs. Plant palettes shall include turf, ground cover, ornamental grasses, accent plants, perennials, annuals, shrubs, ornamental trees, shade trees and screening plants as desired by City.
- Landscape Plan Submittal: Consultant will submit a Landscape Plan for City review and approval and then revise plans based upon City comments.
- Up to three (3) virtual design team meetings to coordinate ground plane design elements and verify owner expectations for the level of finish.
- Construction Documents: Plans to include planting and irrigation with applicable details to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications to be included.
- OPCC - Opinion of Probable Construction Cost.
- Coordination with the Civil Engineer to provide dedicated irrigation meter.
- Coordinate with the City on irrigation standards to determine and recommend irrigation equipment for trees, shrub beds, and turf.
- Coordinate with City to determine locations for meters, controllers, and service connections for irrigation.
- Coordinate with the City to determine locations for enhanced pavement (e.g. stamped concrete) for elements such as crosswalks, median noses, etc. if required.

ASSUMPTIONS

- Does not include signage, site furnishings, landscape lighting, fences, or water features.
- Excludes irrigation systems utilizing reclaimed water that require pumps, filters, and associated controls.
- Does not include efforts to pursue LEED certification.

TASK 15. TxDOT LOSA PROCESS

TxDOT Fort Worth district has indicated that a Local On-System Agreement (LOSA) may be required for the Hulen Street project. If it is determined that LOSA is required, and if authorized by the City of Burleson, CONSULTANT will assist the CITY in securing a LOSA agreement with TxDOT for the connection as SH 174 as follows:

1. LOSA Process – Hulen Street at SH 174

- LOSA Coordination and Approval
 - The CONSULTANT will coordinate with TxDOT Fort Worth district engineering for project approval.
 - CONSULTANT will provide TxDOT necessary project information and documentation and prepare the submission of both a draft and final LOSA. CONSULTANT will provide resolution to TxDOT comments on draft LOSA and incorporate revisions into final LOSA document. Documents to be provided to TxDOT include project information form, OPCC, Draft LOSA, and Final LOSA.
- Plan Submittals & Reviews
 - The CONSULTANT will provide 2 submittals to TxDOT Fort Worth for Review and Comment (60% Plans and 90% Plans).
 - CONSULTANT will meet with and provide resolution to TxDOT comments in accordance with TxDOT STAO LOSA Guidelines.
 - LOSA requirements for Environmental Documentation are incorporated in other sections of this scope. (See Task 18)
 - TxDOT coordination, support data, meetings, submittals, and approvals beyond those listed in this task, including but not limited to Municipal Maintenance Agreements, and Advance Funding Agreements (AFA) are not included.

TASK 16. ENVIRONMENTAL SERVICES FOR WOUS DELINEATION & PERMIT ASSESSMENT

CONSULTANT will provide environmental services for the project as follows:

1. Waters of the United States Delineation

CONSULTANT will provide professional services to delineate all waters of the United States, including wetlands, within the project site. CONSULTANT wetland ecologist will delineate the jurisdictional limits of the streams based on 33 CFR 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) unit that is capable of sub-meter accuracy. After the delineation is completed, CONSULTANT will digitize these waters of the United States for use by the

CITY for planning, impact calculation, and illustration purposes. This delineation will be provided to the CONSULTANT/CITY for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

2. **Section 404/Nationwide Permit Assessment**

After the delineation is completed, CONSULTANT will utilize this delineation to evaluate the proposed site plan to determine compliance with CWA Section 404, specifically the NWP program. CONSULTANT will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next CONSULTANT will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, CONSULTANT will document how the proposed project complies with each of these conditions. CONSULTANT will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report.

ASSUMPTIONS

- This scope of services is to identify and location the boundaries of all water features and define whether or not they would be regulated waters of the United States. This scope of services does not provide any potential Section 404 permit services that could be related to the proposed project; these services would be conducted (if necessary) under a separate scope of services.
- This scope of services only covers the project area described herein and does not provide for surveys of reroutes, alternate alignments, extensions, or expansions. If any changes are made to the project area, CONSULTANT reserves the right to change and resubmit a revised cost addendum

DELIVERABLES

- A. Waters of the U.S. Delineation Report
- B. Permit Assessment Report

TASK 17. ENVIRONMENTAL SERVICES FOR CULTURAL RESOURCES PEDESTRIAN SURVEY

CONSULTANT will provide environmental services for the project as follows:

1. Cultural Resources Pedestrian Survey

If authorized by the City of Burleson, CONSULTANT will provide additional environmental services as follows:

Once a notice-to-proceed (NTP) has been acquired, CONSULTANT will immediately start the application process to obtain a Texas Antiquities Permit from the THC. Once the permit has all the necessary signatures, CONSULTANT will submit the permit to the THC for

approval. Concurrently, CONSULTANT will begin coordinating with the CITY to streamline fieldwork once the permit has been received. Upon issuance of the permit, CONSULTANT will begin fieldwork.

Prior to conducting field work, CONSULTANT will review/archival research that documents the cultural background and probability. This review will be used to obtain permits necessary for conducting field investigations and will direct field efforts.

Services to be provided will include:

- 1) obtaining a Texas Antiquities Permit;
- 2) completing a full pedestrian survey to document sites or features and historic buildings, bridges, or other structures older than 50 years of age;
- 3) documenting any cultural resources encountered to make preliminary determinations of eligibility for inclusion in the NRHP or designated as a State Archaeological Landmark (SAL);
- 4) analyzing any artifacts recorded and/or collected (if applicable);
- 5) assessing any previously recorded archaeological sites within the project area for their present condition (if applicable); and
- 6) completing and submitting State of Texas Archaeological Site Data Forms or Update Forms for any new or previously recorded sites to TARL and obtain site trinomial identification numbers documented within the APE for up to two sites (if applicable)
- 7) drafting a technical report that documents the cultural resource background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations.

ASSUMPTIONS

- This scope of services only covers the project area described herein and does not provide for surveys of reroutes, alternate alignments, extensions, or expansions. If any changes are made to the project area, CONSULTANT reserves the right to change and resubmit a revised cost addendum
- This scope of services assumes that no archeological sites will be encountered and recorded. Any additional archeological sites recorded will be billed at the fixed rate listed below. In the event that potentially significant prehistoric or historic sites are discovered during the survey, additional investigation may be required. If buried sites or structures are located and cannot be avoided, it may be necessary to conduct Phase II testing to determine if sites are eligible for listing on the NRHP and Phase III mitigation/excavation. Costs of Phase II testing and Phase III mitigation services are not included as part of this proposal.

DELIVERABLES

- A. Technical Report

TASK 18. ENVIRONMENTAL SERVICES FOR TxDOT LOSA PROCESS

If it is determined that a LOSA with TxDOT will be required at the intersection of Hulen Street and SH 174, the City of Burleson will be required to meet TxDOT standards for design and environmental clearance associated with the intersection improvements. If authorized by the City of Burleson, CONSULTANT will provide additional environmental services associated with the TxDOT LOSA process as follows:

1. Categorical Exclusion (CE):

The basic set of technical memorandum and forms to be completed for a Categorical Exclusion (CE) are listed in the following points.

- The Work Plan Development Form indicates what documentation will be required to receive environmental clearance. A schedule will determine the timeline for the environmental clearance,
- The Species Analysis Forms and Attachments will include vegetation community mapping to identify the presence/absence of preferred habitat for protected species that could potentially occur within or adjacent to the project corridor and to identify if any unique vegetation communities are present;
- A Hazardous Initial Site Assessment (ISA) will provide preliminary site evaluation that will be compliant with ASTM International Standard E1527-21 for a Phase I Environmental Site Assessment (ESA) to determine the potential for the area to contain past evidence of hazardous materials or hazardous waste, this is dependent on the level of any new right-of-way that needs to be obtained;
- A Community Impact Assessment could be required due to the additional capacity being developed on Hulen Avenue that would feed into SH 174,
- The Archeological Background Study will be prepared with desktop level material and a review of any photographs obtained from the project area;
- A Historic Resources Project Coordination Report, may be required and will determine the scope of historic resources study appropriate for a project, and
- Representative Photographs of the project area and surrounding areas will be provided.
- Notice of Opportunity to Comment (NOC) will be developed for at least any property owner and tenant, of which right-of-way will be obtained. CONSULTANT would recommend that a NOC be sent to all property owners within the immediate vicinity of the improvements. This Public Involvement would be fully documented in the latest TxDOT documentation format.

This scope of services expressly excludes any additional technical memorandum and the development of an Environmental Assessment based on our review of the project activities. Based on a review of the WPD form, the project should be exempt from air and noise

documentation, along with, Indirect and Cumulative Effects/Impacts, Intensive Cultural Resources Survey, and Historic Resources Survey.

2. Public Meeting:

This scope of services includes the mailing list maintenance and sending public notification to those persons on the mailing list, development and printing of stable presentation materials, attendance record-keeping, meeting photo-documentation, the development and presentation of the project through Microsoft Powerpoint, meeting attendance, and a meeting overview report. CONSULTANT will not provide the location, meeting security, or any tables/chairs necessary, under the assumption that the City of Burleson will provide the meeting room, meeting security services, and all necessary tables and chairs.

TASK 19. ENVIRONMENTAL SERVICES FOR PCN WITH USACE

If authorized by the City of Burleson, CONSULTANT will provide additional environmental services associated with performing a Pre-Construction Notification (PCN) from the U.S. Army Corps of Engineers as follows:

1. NWP 14 Pre-Construction Notification (PCN)

As the proposed project is associated with a roadway, there are five notification criteria for NWP 14 – Linear Transportation Projects – 1. Loss of waters of the United States greater than 0.1 acre; 2. Discharge into a special aquatic site (i.e., wetland); 3. Loss greater than 300 linear feet of streambed; 4. Impacts to a cultural resource site; and 5. Impacts to a federally listed protected species. It has been determined that the project will be required to submit a Pre-Construction Notification (PCN) to the USACE under General Condition 32 of the NWP program for the discharge of fill into a wetland along the creek.

CONSULTANT will provide professional services to (1) prepare and submit an NWP 14 PCN for the proposed project, and (2) provide coordination with the USACE Fort Worth District.

Although this project may only have minor impacts (i.e., those that are allowed under the NWP program), the NWP PCN must detail the planning process, the components of the project, impacts to waters of the United States as a result of the proposed project, and compensatory mitigation for those unavoidable impacts. The cornerstone of the NWP PCN would be to detail the ecological features of the waters of the United States present on the site and how these ecological features relate to the functional condition of the waters. CONSULTANT would detail these ecological functions and values based on the current condition of the site. Once these baseline conditions are accepted by the USACE, these will be the functions and values that will be mitigated for. All permit applications to the USACE require mitigation for unavoidable impacts to waters of the United States. There are three forms of mitigation which are primarily identified and conducted during project planning: avoidance, minimization, and compensatory. Avoidance and minimization mitigation strategies must be completed and documented before any permit is authorized by the USACE. Although the project does not have significant impacts, there are still requirements, by law, that there are no net loss of the functions and values of jurisdictional waters. To accomplish this goal, the USACE and EPA have issued guidance stating their preference for the use of mitigation banks. Compensatory mitigation is generally only required if the project results in a loss of greater than 0.1 acre or 300 linear feet of waters of the United

States. To reduce the losses associated with in-stream impacts, the Fort Worth District recently published their guidance for Stream Mitigation Method, which places preference to mitigation in mitigation banks with instream credits. If necessary, CONSULTANT will calculate the mitigation requirements following this guidance and coordinate with the CITY on the cost aspects of this component of the project.

Utilizing the USACE standard form for NWP 14 PCN submittals, CONSULTANT will assemble and submit the following to the USACE:

- Description of the proposed action;
- Description of the site, including a delineation of the waters of the United States;
 - Functional assessment;
 - Wetland data forms;
 - Representative photographs; and
 - Supporting illustrations;
- Alternatives analysis to the proposed action that do not impact waters of the United States;
- Description of the project's avoidance and minimization efforts;
- Quantitative and qualitative description of the unavoidable impacts to the waters of the United States; and
- If necessary, proposed conceptual mitigation plan through the use of available mitigation banks.

2. USACE Coordination

Coordinate with the CITY for planning purposes to obtain a design that would maximize the site while still maintain the project in a NWP. This task includes efforts to prepare for and attend a pre-application meeting with the USACE. Additionally, this task is to address any comments and attend any meetings that the agencies require after the permit is submitted. In the event that the project requires compensatory mitigation, CONSULTANT will utilize this budget to assist the CITY after the permit is authorized to coordinate with the mitigation banks to obtain the best mitigation costs and obtain the agreements for the credit purchases.

INFORMATION/SERVICES PROVIDED BY CITY

CITY shall perform/provide the following:

- As-builts and record drawings.
- Any available records of existing CITY utilities with the project limits.
- Water models and other data associated with current draft Water/Wastewater master plan update.
- Data from current draft of Master Thoroughfare Plan update.
- TxDOT plans, schematics, CAD files associated with the SH 174 project currently under design, as available.
- Most recent HEC-RAS model of South Shannon Creek, if available.
- Previously completed CCTV and dye test reports related to existing sanitary sewer and storm drain systems.

ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

CITY and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to the design of a bridge at South Shannon Creek.
- Services related to development of Stormwater Pollution Prevention Plan
- Services related to Traffic Control Plan beyond those identified in the scope of services.
- Services related to the design or modification of traffic signals.
- Services related to securing a CLOMR.
- Services related to acquiring Section 404 permit(s).
- Services related to the development of an Environmental Assessment.
- Services related to tree removal mitigation.
- Design of improvements beyond those identified in the scope of services.
- Obtaining supplemental survey prior to 90% to capture changes along corridor
- Preparation of a fly-over video renderings for public engagement/council presentations.
- Services related to updating ROW/easement docs due to ownership changes.
- Services related to Survey staking of temporary construction easements.
- Services related to utility relocation verifications.
- CCTV inspection of existing utilities.
- Environmental and cultural resources services beyond those identified in the scope of services.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction administration services.
- Construction inspection services.
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Public meetings or public engagement beyond those identified in the scope of services.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

Attachment 'B'

Teague Nall and Perkins, Inc.
2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$300.00
Senior Project Manager	\$290.00
Project Manager	\$245.00
Senior Engineer	\$300.00
Project Engineer	\$195.00
Senior Structural Engineer	\$305.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$150.00
Senior Landscape Architect/Planner	\$300.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$145.00
Senior Designer	\$190.00
Designer	\$175.00
Senior CAD Technician	\$160.00
CAD Technician	\$140.00
IT Technician	\$210.00
Clerical	\$100.00
ROW Manager	\$250.00
Senior ROW Agent	\$200.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Admin	\$105.00
Intern	\$95.00
Surveying	Hourly Billing Rate
Survey Manager	310.00
Registered Professional Land Surveyor (RPLS)	260.00
Field Coordinator	165.00
S.I.T. or Senior Survey Technician	165.00
Survey Technician	140.00
1-Person Field Crew w/Equipment**	180.00
2-Person Field Crew w/Equipment**	205.00
3-Person Field Crew w/Equipment**	240.00
4-Person Field Crew w/Equipment**	265.00
Flagger	65.00
Abstractor (Property Deed Research)	110.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	480.00
Terrestrial Scanning Equipment & Crew	305.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate	
Senior Utility Coordinator	200.00	
Utility Coordinator	185.00	
SUE Field Manager	195.00	
Sr. Utility Location Specialist	190.00	
Utility Location Specialist	115.00	
1-Person Designator Crew w/Equipment***	180.00	
2-Person Designator Crew w/Equipment***	215.00	
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	345.00	(4 hr. min.)
Core Drill (equipment only)	900.00	per day
SUE QL-A Test Hole (0 < 8 ft)****	2,550.00	each
SUE QL-A Test Hole (> 8 < 15 ft)****	3,100.00	each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate	
Construction Inspector I/II	125.00	
Construction Inspector III	140.00	
Senior Construction Inspector	160.00	
Construction Superintendent	210.00	
Construction Manager	230.00	
Senior Construction Manager	285.00	
Construction Records Keeper	140.00	

Direct Cost Reimbursables

A fee equal to 1.5% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

** Rates shown are for 2023 and are subject to change in subsequent years.*

*** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

**** Includes crew labor, vehicle costs, and field supplies.*