

## 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 Dunaway Associates, LLC (“Consultant”).

### **1. SCOPE OF SERVICES.**

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

### **2. TERM.**

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

### **3. COMPENSATION.**

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Sixty Seven Thousand, Four Hundred and No /100 dollars 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 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  
Attn: Tommy Ludwig  
141 W. Renfro St.  
Burleson, TX 76028

Dunaway Associates, LLC

**Bryan E. Sherrieb**  
550 Bailey Avenue, #400  
Fort Worth TX 76107

**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.

*The remainder of this page is left intentionally blank*

**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

**Dunaway Associates, LLC**

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

By: Bryan Sherrieb

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

Name: Bryan E. Sherrieb, P.E.

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

Title: Senior Discipline Lead

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

Date: February 2, 2024

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney, Assistant City Attorney,  
or Deputy City Attorney

## **ATTACHMENT A**

### **I. Scope of Services**



**To:**

Jessica Martinez, CMP, CPRP,  
Recreation Manager,  
Programs and Special Events  
City of Burleson, Texas Parks  
and Recreation  
550 NW Summercrest Blvd,  
Burleson, TX 76028  
[jmartinez@burlesontx.com](mailto:jmartinez@burlesontx.com)

**From:**

Bryan Sherrieb, Senior Project  
Engineer

**Dunaway Location**

550 Bailey Avenue  
Suite 400  
Fort Worth, TX 76107

**Firm Registration F-1114**

Dunaway No. P010873.001

December 7, 2023

Reference: Proposal for Professional Services  
Oak Valley - South Scott Street Trailhead

Ms. Martinez,

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for professional land surveying and civil engineering services on the above-referenced Project. Based on the project information received on 11/20/23, we believe the following scope of services will meet the needs of the City of Burleson (Client) for this Project.

**Project Understanding**

The City of Burleson wants to improve the unpaved parking lot at the southeast corner of South Scott Street and Ringey Way that is currently used to access a trail along Village Creek. The parcel on which the improvements will be located is owned by the City. The Client wishes to construct a paved parking lot with some landscaping, lighting, and the following amenities: a bike repair station and a refrigerated bottle filler. Landscaping shall be limited to plantings and re-establishing turf. The intent is to improve the parking area for functional use. The property is located in a floodway per FEMA Floodplain Map 48251C0065J.

This project shall be designed this spring with the intent to construct in the summer of 2024. As such, design phases will be limited to an initial parking lot layout, 90% construction plans, and 100% construction plans for bidding and construction. The plans will be reviewed and approved by Parks and Recreation.

**Executive Fee Summary**

|                                             |                                                    |
|---------------------------------------------|----------------------------------------------------|
| <b>Preliminary Surveying</b> .....          | <b>\$5,400 Lump Sum</b>                            |
| 1. Topographic Survey.....                  | \$5,400 Lump Sum                                   |
| <b>Concept Site Plan</b> .....              | <b>\$2,700 Lump Sum</b>                            |
| 2. Concept Site Layout.....                 | \$2,700 Lump Sum                                   |
| <b>Construction Plans</b> .....             | <b>\$49,400 Lump Sum / \$2,500 Hourly Estimate</b> |
| 3. Preliminary Design Plans (90%) .....     | \$25,400 Lump Sum                                  |
| 4. Drainage Study .....                     | \$20,000 Lump Sum                                  |
| 5. Construction Documents (100%) .....      | \$4,000 Lump Sum                                   |
| 6. Owner Meetings and Conference Calls..... | \$2,500 Hourly Estimate                            |
| <b>Construction Phase</b> .....             | <b>\$2,000 Lump Sum / \$5,400 Hourly Estimate</b>  |
| 7. Bid Phase Support .....                  | \$2,000 Lump Sum                                   |
| 8. Construction Phase Support .....         | \$5,400 Hourly Estimate                            |
| <b>Total: Lump Sum Services</b>             | <b>\$59,500.00</b>                                 |
| <b>Hourly Estimated Services</b>            | <b>\$7,900.00</b>                                  |

**DETAILED SCOPE OF WORK**

**PRELIMINARY SURVEYING**

1. Topographic Survey – Dunaway will provide a topographic survey of the approximately one-half-acre parking lot area. One-foot interval contours will be developed based on the results of the measurements taken. Existing visible utility facilities will be located and depicted on the face of the survey along with other visible improvements situated within the defined area. The vertical datum on which the elevations are based will be City benchmarks. As the owner of the property, the Client authorizes Dunaway to enter the property to conduct the survey. If the Client is not the owner of the property, the Client is to obtain written authorization from the property owner and provide it to Dunaway with the written notice to proceed.

**CONCEPT SITE PLAN**

2. Concept Site Layout – Dunaway will provide up to two concept parking lot layouts for consideration and present to the City for review before commencing with design plans. Line work shall show the parking layout and number of available parking spaces. Dunaway will utilize the topographic survey as a background for use in the layout of the parking lot.

### CONSTRUCTION PLANS

3. Preliminary Design Plans (90%) – Dunaway will prepare preliminary design documents for the improvements required for this Project. Dunaway will work with the design team to develop the design package and specifications based on feedback received from the concept site layout. This fee includes any meetings during the schematic design process and utility coordination.
  - a. Parking lot layout and control. Dunaway will dimension the parking lot to show drive lane dimensions, standard parking space widths, ADA/TAS required parking.
  - b. Grading layout. Dunaway will provide a grading plan to confirm that the project design does not cause fill within the floodway. Spot shots will be provided along with flow arrows to help the contractor construct the parking lot.
  - c. Planting Plans and Details - showing plant location, species, quantity, size, and notes. The plans will include trees, amenity area plantings, and areas of turf. Site furnishings, water bottle fillers and bike repair station will also be provided. Site lighting and corresponding electrical connections will be provided. The plans will be produced under the supervision of a Licensed Landscape Architect and include associated design calculations, details, and specifications.
  - d. Irrigation Plans and Details - indicating irrigation component locations and installation details for heads, valves, piping, and controllers. The plans will be produced under the supervision of a Licensed Irrigator and include required design calculations, details, and specifications.
  - e. Lighting and Electrical – A registered electrical engineer will evaluate the site and provide a site plan for locating electrical equipment to serve the bottle filling station and possibly the proposed lighting. Plans and specifications will be provided.

Plans will be submitted to the City for review. No other entity is expected to review this project and development review processes will not be required for approval of this project.

4. Drainage Study – In support of the need for a City floodplain permit, Dunaway will evaluate the existing flood model for Village Creek. As the intent is to construct the new parking lot at the same elevation as the existing ground, it is anticipated that this study will be used to confirm no net rise. The study will be provided to the City as part of the floodplain permit process. It is assumed that the City will be able to provide the FEMA model for Village Creek. The deliverable will be a technical memo and submittals to FEMA for CLOMR/LOMR are not included.

5. Construction Documents (100%) – Upon receipt of comments from the City, Dunaway will prepare the final design plans for bidding and construction. These construction documents will be signed and sealed by a Registered Professional Engineer licensed in the State of Texas. Any changes to the Construction Documents that result in a substantial change in the Project shall be considered additional services. A substantial change would include a change in (i) the size or complexity (ii) the Owner's schedule or budget for the Cost of Work, or (iii) procurement or delivery method. Any services to correct errors by Dunaway in the Construction Documents or efforts to correct the Construction Documents to conform to previous instructions from the Owner shall not constitute additional services.
6. Owner Meetings and Conference Calls – Dunaway will attend required project / design coordination meetings and conference calls on an as-needed basis. As part of the base scope of services we have included eighteen (18) man-hours for this effort. If additional time is required by the Owner, we can perform this service on an hourly basis.

#### **CONSTRUCTION PHASE**

7. Bid Phase Support – Dunaway will provide bid phase support. As the City bids its own projects, this scope of services is limited to providing one addenda based on questions received from contractors, tabulating received bids, verifying low bidder references and providing a letter of recommendation for award.
8. Construction Phase Support – Once the 100% Construction Drawing plans are completed or the Building Permit is issued, Dunaway has completed the Base Scope of Services. Any additional revisions to the construction documents, construction meetings, value engineering changes, or construction administration items will be billed as an hourly service. Dunaway will provide construction administration services as follows:
  - a. Attend a preconstruction meeting,
  - b. Review and respond on the Client's behalf for shop drawing submittals related to elements of the design for which Dunaway is responsible.
  - c. Review and respond to written Requests for Information from the Client's contractor regarding elements of the design for which Dunaway is responsible.
  - d. Two (2) site visits during construction, and
  - e. Final walk through.

Only those services specifically mentioned in the Scope of Work section are offered as part of this proposal.



**ADDITIONAL SERVICES (not included in proposal)**

The following is a list of some, but not necessarily all, of the services that can be useful or required for a Project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Traffic Control Plans
2. Flood studies for changes to FEMA flood maps. (CLOMR/LOMR)
3. Phase 1 and Phase 2 Environmental Site Assessments.
4. Wetlands delineations and Section 404 permitting through the US Army Corps of Engineers.
5. Storm Water Pollution Prevention Plan (SWPPP)
6. Detention pond design or analysis.
7. Design Elements within 5-foot outside of the proposed building improvements are not included in the civil and landscape scope.
8. Design of franchise utilities (gas, electric, telephone and cable TV) will be conducted by the franchise utility companies. Usually, each franchise utility company will provide its own design. If desired, Dunaway will show the conduit for each of these on our drawings provided that the size, number, and material for each conduit is provided to Dunaway by the utility company.
9. Construction Staking – This service can be provided, if requested, and will be authorized under a separate proposal or included in this one at the Client's option.
10. Surveying services such as boundary surveys and as-built surveys and easements by separate instrument are not included unless specifically mentioned in the scope of work.
11. Design of off-site public utility extensions is not included unless specifically listed in the proposed scope of work.
12. Design of off-site paving improvements is not included unless specifically listed in the proposed scope of work.
13. Soil Investigation/Laboratory Testing – Dunaway recommends that the Client retain an independent laboratory for use in any testing required during the design phase, i.e., for density approval in the street rights-of-way, and for any site excavation and embankment that might be required for this Project.
14. Construction inspection services are not included. Dunaway does not provide construction inspection services. Normally, we recommend that the Client retain a geotechnical engineering consultant to provide construction inspection services for private improvements.
15. Structural design of retaining walls.
16. Design of precast concrete superstructure for parking garage.
17. Building Envelope design including, but not limited to metal studs, window mullion systems, and other special proprietary product systems.
18. Miscellaneous steel, including, but not limited to, guardrails, handrails, metal pan stairs and barriers.

Proposal for Professional Services  
Oak Valley - South Scott Street Trailhead  
Page 6

- 19. Redesign efforts related to scope of work or building footprint changes after significant design efforts have begun or redesign efforts to meet construction budgets are not included.

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this Project and look forward to its success.

Respectfully submitted,

**DUNAWAY ASSOCIATES, LLC,**  
**a Texas limited liability company**

**Agreed & Accepted**

**CITY OF BURLESON**



\_\_\_\_\_  
Daniel Tremper, PE  
Engagement Manager | Principal

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

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

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

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



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Bryan E. Sherrieb, PE  
Senior Project Engineer

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