



Contract # \_\_\_\_\_

**CITY OF KELLER, TEXAS  
PUBLIC WORKS CONTRACT  
AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF KELLER**, hereinafter called the OWNER, and **PACHECO KOCH CONSULTING ENGINEERS, INC.**, a corporation hereinafter called the ENGINEER.

RECITALS

This AGREEMENT is applicable to the furnishing of Basic and Special Engineering Services by the ENGINEER to the OWNER for the design and construction of the **Barbara Lane Bike / Pedestrian Trail Project**, hereinafter called the PROJECT. The proposed layout is shown on **Attachment "A"**.

CONTRACTUAL UNDERTAKINGS

SECTION I  
EMPLOYMENT OF ENGINEER

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to furnish the Basic and Special Engineering Services in connection with the PROJECT as stated in Section II following, and for having rendered such services the OWNER agrees to pay to the ENGINEER compensation as stated in Section VI following.

SECTION II  
CHARACTER AND EXTENT OF SERVICES

1. The BASIC ENGINEERING SERVICES to be rendered by ENGINEER, include and are limited to the following:
  - A. Establish the scope and advise the OWNER, of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys or special testing which, in the opinion of the ENGINEER, may be required for the proper execution of the project, and assist the OWNER in arranging for the conduct of such investigations and tests. (The performance of these investigations and tests is not a part of the ENGINEER'S Basic Services and will not be included unless specifically authorized in writing.) (See **Attachment "B"**).
  - B. Furnish to the OWNER, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, or for planning advances not included in Basic Services).
  - C. Develop the project design combining the application of sound engineering principles and economy which shall be manifested by completed Construction Contract Documents, (Plans, Specifications, etc.) and assist OWNER with submittal of such Documents to local, state and federal agencies for approval as may be applicable.
  - D. Prepare detailed cost estimates identifiable with the proposals of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these estimates.
  - E. Furnish to the OWNER all necessary copies of approved Construction Contract Documents (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of 30 are to be paid for separately.
  - F. Assist the OWNER in the advertisement of the project for bids.

- G. Assist the OWNER in the opening and tabulation of bids for construction of project and recommend in writing to the OWNER as to the proper action on all proposals received.
  - H. Prepare the formal Contract Documents and coordinate their execution by the respective parties.
  - I. Represent the OWNER in the **Non-Resident** administration of the project. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER'S attention. (This function of ENGINEER shall not be construed as supervision of the project and does not include on-site activities other than occasional site visits to observe overall project conditions or when specifically requested by OWNER to visit on-site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; nor does it place any responsibility on ENGINEER for the techniques and sequences of construction or the safety precautions incident thereto, and will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents).
  - J. Consult and advise the OWNER; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders as required.
  - K. Review samples, catalog data, schedules, cut and fill calculations (cut sheets), shop drawings, laboratory tests, shop and mill tests of material & equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
  - L. Prepare or review monthly and final estimates for payments to Contractors, and furnish to the OWNER any necessary certifications as to payments to Contractors and Suppliers.
  - M. Conduct, in company with OWNER, a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents, and approve in writing final payment to the Contractors.
  - N. Revise contract drawings, with the assistance of the Resident Project Representative to reflect available information as to how the work was constructed. Furnish a set of prints of these revised record drawings to the OWNER.
  - O. Include all direct non-labor costs associated with Items A. through N. above in the lump sum fee charged.
  - P. Prepare a Scope of Work for this project, which is outlined in **Attachment "B"**.
2. The SPECIAL ENGINEERING SERVICES to be rendered by the ENGINEER, include and are limited to the following:
- A. Perform field surveys to collect information on topographic features, which in the opinion of the ENGINEER, is required in the preliminary and final design of the PROJECT.
  - B. Perform field surveys, conduct records research and furnish property descriptions and/or permit applications for the purpose of easement, right-of-way and/or permit acquisition by the OWNER.
  - C. Furnish Control Points and Elevation Bench Marks required to establish the alignment and elevations as required for the Contractor to layout the construction of the PROJECT to the proper lines and grades for the construction of the designed improvements.

SECTION III  
AUTHORIZATION OF SERVICES

No professional services of any nature shall be undertaken by the ENGINEER under this agreement until he has received written authorization from the OWNER.

SECTION IV  
PERIOD OF SERVICE

This AGREEMENT shall be effective upon execution by the OWNER and the ENGINEER, and shall remain in force until terminated under the provisions hereinafter provided in Section X.

SECTION V  
COORDINATION WITH THE OWNER

The ENGINEER shall hold periodic conferences with the OWNER, or its representatives, to the end that the project, as perfected, shall have full benefit of the OWNER'S EXPERIENCE AND KNOWLEDGE OF EXISTING NEEDS AND FACILITIES, AND BE CONSISTENT WITH ITS CURRENT POLICIES AND CONSTRUCTION STANDARDS. To implement this coordination, the OWNER shall make available to the ENGINEER for use in planning the project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the project.

SECTION VI  
THE ENGINEER'S COMPENSATION

For and in consideration of the Basic and Special Engineering Services to be rendered by the ENGINEER, as cited in Section II above, the OWNER shall pay and the ENGINEER shall receive the compensation hereinafter set forth:

1. BASIC ENGINEERING SERVICES

Compensation for the Basic Services: Preliminary Study and Design, Final Design and Construction Administration Phases of the PROJECT, shall be provided for a total lump sum fee amount of **\$37,766.00**.

**Barbara Lane Bike / Pedestrian Trail Project**

Project Management & Coordination .....	\$ 3,645.00
30% Submittal .....	\$ 7,720.00
60% Submittal.....	\$ 8,445.00
90% & 100% Submittal.....	\$ 6,000.00
Project Completion.....	\$ 2,895.00
Bidding Phase.....	\$ 2,045.00
Construction Administration.....	\$ 2,970.00
Direct Expenses .....	\$ 1,046.00
<b>Sub-Total.....</b>	<b><u>\$ 34,766.00</u></b>

All direct non-labor costs associated with the Basic Services is included in the lump sum fee charged. There will be no additional compensation for these direct costs. Direct costs are reimbursable expenses including but not limited to reproduction costs, mileage, delivery, and shipping fees.

Payment to the ENGINEER shall be due in monthly installments made upon receipt of an invoice from the ENGINEER outlining the percent complete he is of each segment of the Basic Engineering Services.

2. SPECIAL ENGINEERING SERVICES

- A. Compensation for the Design Surveys and Control Points (as outlined in Section II, 2.A. & C. above) shall be at a lump sum amount. The total compensation for Design Surveys shall not exceed **\$3,700.00** without additional negotiation and authorization.
- B. Compensation for the Tree Survey shall be at a lump sum amount. The total compensation for Tree Survey shall not exceed **\$2,300.00** without additional negotiation and authorization.

- C. Compensation for Special Services for preparation of the Professional Environmental Services required for approval and shall be at the amount billed to the ENGINEER plus 10%. The total compensation for environmental document preparation for Barbara Lane Bike / Pedestrian Trail shall not exceed **\$11,660.00** without additional negotiation and authorization.
- D. Compensation for Special Services for preparation of the USACE Section 404 NWP if required for approval shall be at the amount billed to the ENGINEER plus 10%. The total compensation for 404 NWP and Survey for Barbara Lane Bike / Pedestrian Trail shall not exceed **\$11,000.00** without additional negotiation and authorization.

### 3. TOTAL COMPENSATION

Total compensation to the ENGINEER shall include the sum of Item 1, "Basic Engineering Services", **\$34,766.00**, Item 2.A, "Design Surveys", **3,700.00**, Item 2.B, "Tree Survey", **\$2,300.00** Item 2.C, " Professional Environmental Services", **\$11,660.00** and Item 2.D, " USACE Section 404 NWP", **\$11,000.00** for a total amount not to exceed **\$63,426.00** without additional negotiation and authorization.

The compensation for engineering services stated does not include sales tax. If the State of Texas imposes a sales tax on engineering services during the time of this contract, then the Owner agrees to pay the sales tax as an extra payment, above and beyond the agreed compensation for engineering services.

### SECTION VII REVISION OF REPORTS, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

The revision and redrafting of reports, plans, specifications and other documents during the formative stages as an orderly process in the development of the project to meet the needs of the OWNER shall be considered as part of the Basic Services; however after a definite plan has been approved by the OWNER, if a decision is subsequently made by the OWNER, which, for its proper execution involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the ENGINEER incurs extra labor cost or expenses due to delays imposed on him from causes not within his control, the ENGINEER shall be compensated for such extra expense which shall be considered as Special Services. The ENGINEER is responsible for notifying the OWNER as soon as possible if this circumstance arises.

### SECTION VIII OWNERSHIP OF DOCUMENTS

Original documents, plans, design and survey notes represent the product of training, experience, and professional skill, and accordingly belong to, and remain the property of the ENGINEER who produced them as well as the OWNER who paid for them, regardless of whether the instruments were copyrighted or whether the project for which they were prepared is constructed.

The OWNER shall be furnished with three sets of full size as-built blacklines, one set of half size as-built blacklines, electronic copy of as-built plans in .dwg format (AutoCAD), and a CD-ROM containing a reproducible copy in .pdf format of all reports, as-built plan drawings, estimates, field notes, and data. The OWNER will use these plans and data in connection with the project only as a source of information as to construction. Any electronic copies given out by the OWNER will not contain the ENGINEER's seal.

### SECTION IX COMPLETION SCHEDULE

See **Attachment "D"** for detailed completion schedule.

### SECTION X TERMINATION

Either party to this AGREEMENT may terminate the AGREEMENT by giving to the other 30 days notice in writing. Upon delivery of such notice by the OWNER to the ENGINEER, the ENGINEER shall discontinue all services in connection with the performance of this AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this AGREEMENT. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of

termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to the total services called for under this AGREEMENT less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this AGREEMENT shall be delivered to the OWNER when and if this AGREEMENT IS TERMINATED, but subject to the restrictions, as to their use, as set forth in Section VIII.

SECTION XI  
LIABILITY

The ENGINEER agrees to defend, indemnify, and hold City whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, error or omission of ENGINEER, or an agent, servant, or employee of ENGINEER in the execution or performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

The ENGINEER agrees to carry an errors and omissions type of professional liability insurance policy in the minimum amount of \$1,000,000 and will furnish the OWNER a certificate of insurance specifying this for the OWNER'S file.

SECTION XII  
SUCCESSORS AND ASSIGNMENTS

The OWNER and the ENGINEER each binds himself and his successors, executors, administrators and assigns to any other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIII  
SPECIAL CONDITIONS

Special conditions, under the AGREEMENT, include and are limited to those listed hereinafter; the conditions shall become part of the AGREEMENT:

Other provisions contained in the written "Authorization of Services", issued by the OWNER, under Section III, and accepted by the ENGINEER, shall become part of the AGREEMENT.

EXECUTED in four counterparts (each of which is an original) on behalf of ENGINEER by its President, as shown below, and on behalf of the OWNER by its CITY MANAGER (thereunto duly authorized) this

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF KELLER, Texas

Pacheco Koch Consulting Engineers, Inc.

By: \_\_\_\_\_  
Mark Hafner, City Manager

By: \_\_\_\_\_  
Brian O'Neill, PE, Principal

ATTEST:

ATTEST:

\_\_\_\_\_  
Kelly Ballard, City Secretary

\_\_\_\_\_

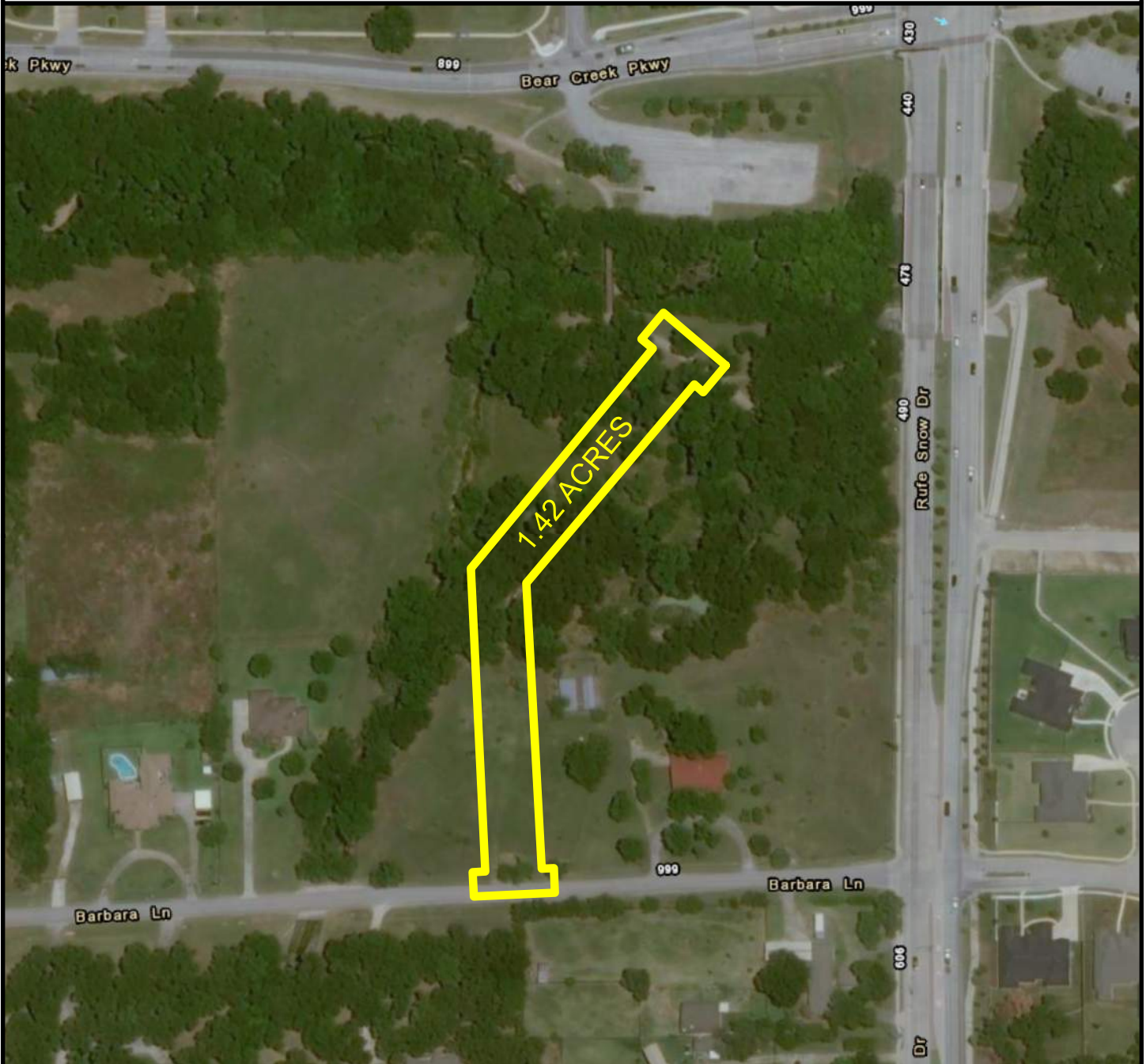
# ATTACHMENT A

BARBARA LANE TRAIL  
CITY OF KELLER



4060 Bryant Irvin Road  
Fort Worth, TX 76109

May 6, 2021



## KEY TO FEATURES



LIMITS OF SURVEY

## NOTES

BACKGROUND IMAGE FROM  
ESRI AERIALS

## DATUM

NAD 1983 TEXAS STATE PLANE  
NORTH CENTRAL ZONE FIPS 4202



## **ATTACHMENT “B” SCOPE OF SERVICES**

### **PROJECT DESCRIPTION:**

Perform BASIC ENGINEERING SERVICES as follows and as outlined in Section II and Section IV of the Agreement for the proposed Barbara Lane Bike / Pedestrian Trail Project as illustrated on Attachment “A”. The Barbara Lane Bike / Pedestrian Trail Project is generally described as being approximately 740 linear feet of 10'-wide, 6-inch thick, 3,000 psi reinforced concrete trail and associated drainage. The project will begin on the north side of Barbara Lane approximately 540 feet west of Ruff Snow Drive and continue north to an existing trail.

### **BASIC ENGINEERING SERVICES:**

#### **A. Project Management and Coordination**

##### **1. Manage 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

##### **2. Communications and Reporting:**

- Attend a project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet requirements. The meeting will have a defined agenda, and should result in the assignment of specific action items.
- Establish the project design basis that will define, at a minimum, the governing standards, design criteria, and standard details for construction. This design basis will be approved by the OWNER prior to any design services being performed by ENGINEER.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare invoices and submit monthly in the format requested by the OWNER.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Communicate through the OWNER for coordination with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.

##### **3. Utility Clearance:**

- The ENGINEER will communicate through the OWNER for the coordination of public utilities, private utilities and other agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

#### **B. 30% Submittal**

Upon completion of the survey, conceptual design will begin and the 30% submittal will be submitted to OWNER per the approved Project Schedule.

##### **1. Data Collection**

- In addition to data obtained from the OWNER, ENGINEER will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.

- The ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies, City Master Plans, and property ownership as available from the Tax Assessor's office.
2. Prepare 30% conceptual design plans. The following design will be provided in accordance with the OWNER design manual.
    - Alignment of the proposed sidewalk and trail locations.
    - Existing and Proposed ROW and Easement line will be shown.
    - Proposed Pavement Section
    - Major utility conflicts
    - Quantity takeoff and conceptual opinion of probable construction cost (OPCC)
  3. Submit two (2) 11"x17" hardcopy sets and a PDF set of conceptual 30% plans and conceptual Opinion of Probable Construction Costs to the OWNER for review.
  4. Meet with OWNER staff to discuss comments on 30% plans and opinion of construction cost.

C. 60% Submittal

Upon acceptance of the Conceptual Design (with comments) by the OWNER, the 60% submittal shall be submitted to OWNER per the approved Project Schedule. ENGINEER will develop the preliminary design of the infrastructure as follows and in accordance with the OWNER design manual.

1. Prepare 60% Preliminary construction plans in accordance with OWNER design manual. Prepare the following sheets at the engineering scale indicated:
  - Cover Sheet
  - Quantity Sheet and General Notes
  - Project Layout and Control Sheet
  - Detail Sheets
  - Typical Trail Sections
  - Trail Plan and Profile Sheets
    - Scale 1" = 20' Horizontal; 1" = 2' Vertical
  - Cross Section Sheets
    - Scale 1" = 20' Horizontal; 1" = 4' Vertical
  - Retaining Wall Design and Details
  - Erosion Control Plan

Information required can be combined on sheets if the information can be clearly shown and is approved by the OWNER project manager.

2. Prepare an estimate of construction quantities and develop the preliminary Opinion of Probable Construction Costs.
3. Submit two (2) 11"x17" hardcopy sets and a PDF set of, one (1) copy of the construction documents and preliminary opinion of probable construction costs to the OWNER for review.
4. Meet with OWNER staff to discuss comments on 60% plans, contract documents, and opinion of construction cost.

D. 90% and 100% Submittals

Upon acceptance of the Preliminary Design (with comments) by the OWNER, the Final Design shall be submitted to OWNER per the approved Project Schedule. ENGINEER will develop the final design of the infrastructure as follows and in accordance with the OWNER design manual.

1. Prepare 90% construction plans. Prepare the following sheets at the engineering scale indicated:



- Cover Sheet
- Quantity Sheet and General Notes
- Project Layout and Control Sheet
- Detail Sheets
- Typical Trail Sections
- Trail Plan and Profile Sheets
  - Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Cross Section Sheets
  - Scale 1" = 20' Horizontal; 1" = 4' Vertical
- Retaining Wall Design and Details
- Erosion Control Plan

Information required can be combined on sheets if the information can be clearly shown and is approved by the OWNER project manager.

2. Prepare an estimate of construction quantities and develop the final Opinion of Probable Construction Costs.
3. Submit two (2) 11"x17" hardcopy sets and a PDF set of, one (1) copy of the construction documents and final opinion of probable construction costs to the OWNER for review.
4. Update estimate of final construction quantities and final Opinion of Probable Construction Cost.
5. Once approved by the OWNER prepare:
  - Submit two (2) set of 11"x17" plans and contract documents to the OWNER. All documents will be signed, sealed and dated by a licensed professional engineer.
  - USB Drive with PDF files for the project OWNER.

#### E. Bidding Phase

1. Bidder Assistance:
  - The ENGINEER shall develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
  - The ENGINEER shall attend and assist the OWNER with the bid opening for the project.
  - The ENGINEER shall prepare a bid tabulation of the bidders bid documents.
  - The ENGINEER shall provide OWNER a recommendation of award of the most qualified bidder for the project.
  - The ENGINEER shall provide two(2) sets of 11"x17" conformed plans and contract documents.

#### F. Construction Administration

ENGINEER will perform the non-resident construction administration activities in connection with the PROJECT.

- Prepare a Notice to Proceed for the Contractor to begin construction.
- Conduct a preconstruction conference prior to construction.
- Review all shop drawings and test reports for compliance with the plans and specifications.
- Visit the site on a periodic basis in order to verify the construction activity and general conformance with the plans and specifications.
- Provide clarifications to the contractor in the form of Requests for Information (RFI's) and prepare change orders as required.

- Review and approve the contractor's monthly pay applications.
- Perform a final inspection in conjunction with City and contractor staff and prepare a "punch list" required for final acceptance.
- Prepare a Certificate of Completion for the Project.
- Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned 11"x17" black and white PDF images.

#### *Assumptions and Exclusions*

This scope of services includes only the items specifically described above. In addition, the following items are specifically excluded from the scope of other special services:

- *Construction administration services not listed including meetings with the contractor.*
- *Application and Permitting fees and special insurance premiums.*
- *Construction inspection services.*
- *As-built surveys of constructed improvements and as-built plans. This does not exclude Record Drawings being prepared.*
- *Public hearings or CLIENT Council/Commission meetings beyond what is stated in the scope.*
- *Any additional meetings not listed in the scope of services.*

## SPECIAL SERVICES:

- A. Topographic Survey – ENGINEER will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor as required for design of the trail improvements described in civil engineering services section of this scope of work, as described below:
- Location of permanent improvements on, and immediately adjacent to, the site.
  - Spot elevations on a 50-foot grid.
  - Contours on one-foot intervals.
  - Top of curb and gutter elevations for paving on, and immediately adjacent to, the site.
  - Location of visible utilities and appurtenances.
  - Location and sizes of underground utilities based on available record information.
  - Pacheco Koch will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.
  - Graphical depiction of site boundaries adjacent to the survey area based upon the current deed or plat. If the site is platted, we will graphically show easements defined on the plat. This depiction is approximate, and the work does not include boundary research or review of found monumentation.
- B. Tree Survey – ENGINEER will perform a survey of the existing trees under the direct supervision of a Registered Professional Land Surveyor as required by City Ordinances, on the project site as directed by the owner and required by the City. This survey will include tree location, trunk diameter of trees and common name. Trees will be located using a conventional surveying methodology having a horizontal accuracy of +/- one (1) foot.

*Not included in this item:*

- Tagging of trees.
- Review by Arborist or Landscape Architect.

C. Professional Environmental Services

1. Wetland Delineation and GPS Mapping

The ENGINEER shall evaluate and document any portion of the site to be classified as a “Jurisdictional Water of the United States,” as defined in 33 CFR 328 and subject to USACE jurisdiction. This includes the following:

- Review of NRCS Soil Surveys
- Review of Aerial Photographs
- Site Reconnaissance for Wetland Indicators
- Demarcation of Wetland Areas
- Preparation of a Map Representation Wetland Areas
- Report Preparation

2. Plan Review Letter

The ENGINEER shall, if applicable, document that the project meets the criteria for a non-reporting Nationwide Permit (NWP) 14 for Linear Transportation Crossings.

3. Limited Phase I Environmental Site Assessment

ENGINEER will review a comprehensive agency database, historical aerial photo analysis, topographic map, oil and gas well search, full site reconnaissance, and a letter report. Environmental Site Assessment:

- Records Review
- Site Reconnaissance
- Historical Use Information

- Evaluation and Report Preparation
4. Threatened and Endangered Species Assessment  
ENGINEER will evaluate the potential for the existence of critical or irreplaceable habitats.
    - Review of Agency Listing for Estimated Habitat Boundaries
    - Consultation with Appropriate Agencies
    - Site Reconnaissance and Biological Impact Assessment
    - Preparation of Letter of Findings and Recommendations
  5. Historic, Cultural and Archaeological Review  
ENGINEER will create the required permit submittal drawings in the USACE's preferred format.
    - Draft and submit the Nationwide Permit application and support documents.
    - Prepare the necessary data sheets and determination forms for verification.
    - Attend meetings with USACE.
    - Consult with the OWNER regarding the site development plan.

D. USACE Section 404 NWP

1. The ENGINEER shall evaluate potential for the existence of critical or irreplaceable habitats, which are considered protected under the Endangered Species Act of 1973 and subsequent amendments and listings. This includes the following:
  - Review of Agency Listing for Estimated Habitat Boundaries
  - Consultation with Appropriate Agencies
  - Site Reconnaissance and Biological Impact Assessment
  - Preparation of Letter of Findings and Recommendations
2. Cultural Resources Record Search (If needed)  
The ENGINEER shall perform a pedestrian survey of the site.
  - Archeological Survey Fieldwork
  - Technical report
  - Record Curation

**ATTACHMENT "C"**  
**ENGINEERING SERVICES**  
**SCHEDULE OF STANDARD HOURLY BILLING RATES**

**ENGINEERING**

Principal .....	\$245.00/Hr.
Associate Principal.....	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager .....	\$170.00/Hr.
Senior Project Coordinator .....	\$170.00/Hr.
Project Manager.....	\$125.00/Hr.
Project Coordinator.....	\$125.00/Hr.
Project Engineer .....	\$100.00/Hr.
Senior Technician .....	\$115.00/Hr.
Technician.....	\$85.00/Hr.
Drafter .....	\$80.00/Hr.
Research Manager .....	\$100.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Research Assistant.....	\$55.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant.....	\$75.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.

**LANDSCAPE ARCHITECTURE**

Principal .....	\$425.00/Hr.
Associate Principal.....	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager .....	\$160.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect.....	\$100.00/Hr.
Landscape Task Lead .....	\$95.00/Hr.
Technician.....	\$85.00/Hr.
Landscape Designer.....	\$80.00/Hr.
Drafter .....	\$80.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant.....	\$75.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.

**SURVEYING**

Principal.....	\$245.00/Hr.
Associate Principal .....	\$210.00/Hr.
Director .....	\$210.00/Hr.
Senior Project Manager .....	\$165.00/Hr.
Senior Project Coordinator .....	\$165.00/Hr.
Project Manager .....	\$120.00/Hr.
Project Coordinator .....	\$120.00/Hr.
Project Surveyor .....	\$100.00/Hr.
Survey Intern .....	\$95.00/Hr.
Senior Technician.....	\$95.00/Hr.
Technician .....	\$85.00/Hr.
Drafter .....	\$80.00/Hr.
Research Manager.....	\$100.00/Hr.
Research Coordinator .....	\$65.00/Hr.
Research Assistant .....	\$55.00/Hr.
Executive Assistant .....	\$100.00/Hr.
Senior Administrative Assistant .....	\$90.00/Hr.
Administrative Assistant .....	\$75.00/Hr.
Expert Witness Testimony .....	\$350.00/Hr.
Survey Field Crew (1-person) .....	\$100.00/Hr.
Survey Field Crew (2-person) .....	\$150.00/Hr.
Survey Field Crew (3-person) .....	\$210.00/Hr.
Survey Field Crew (4-person) .....	\$270.00/Hr.
Survey Scanner Crew (1-person) .....	\$180.00/Hr.
Survey Scanner Crew (2-person) .....	\$225.00/Hr.
Survey Scanner Crew (3-person) .....	\$310.00/Hr.

**ATTACHMENT "D"**  
**COMPLETION SCHEDULE**

TASK	Time Schedule (Days After Award)
1. Award Engineering Services Contract	<u>Start Date</u>
2. Preliminary Study and Design	
a. Preliminary Layout	5 weeks
b. Design Surveys	4 weeks
c. Final Determination	4 weeks
	<u>13 Weeks</u>
3. Environmental Documents	<u>24 Weeks (Not on Critical Path)</u>
4. 60% Complete Construction Plans	<u>5 Weeks</u>
5. City Review	<u>2 Weeks</u>
6. Easement Document	<u>N/A</u>
7. 90% Complete Construction Plans	<u>4 Weeks</u>
8. City Review	<u>2 Weeks</u>
9. 100% Complete Construction Plans	<u>2 Weeks</u>
10. Advertise for Bids	<u>When Directed by OWNER after Completion of Plans</u>



## **BERG ♦ OLIVER ASSOCIATES, INC.**

*Environmental Science & Land Use Consultants*

1907 Ascension Boulevard, Suite 500, Arlington, Texas 76006

(817) 548-9998 fax: (281) 589-0007

Houston ♦ Dallas/Fort Worth ♦ [www.bergoliver.com](http://www.bergoliver.com)

May 14, 2021

Mr. Craig Turner, P.E.  
Senior Project Coordinator  
Pacheco Koch  
4060 Bryant Irvin Road,  
Fort Worth, Texas 76109  
Via email: [cturner@pkce.com](mailto:cturner@pkce.com)

Re: Proposal for environmental services for the Barbara Lane Trail  
1.42 (±) Acres  
Tarrant County, Texas  
**BOA099-12166T-ES**

Dear Mr. Turner,

Thank you for allowing Berg ♦ Oliver Associates, Inc. (Berg ♦ Oliver) to be considered for your needed environmental services. Our firm is interested in providing environmental services to Pacheco Koch, on behalf of the City of Keller, for the proposed Barbara Lane Trail project as indicated on the map included in **Attachment A**. We will give special attention to providing timely service and will begin immediately per your acceptance and execution of this proposal.

Please review the proposal/agreement and, if acceptable, execute the proposal and return to us by fax at (281) 589-0007 or via email to [abrook@bergoliver.com](mailto:abrook@bergoliver.com). We look forward to working with you, Pacheco Koch, and the City of Keller on this project. Thank you for considering Berg ♦ Oliver to assist you with your environmental planning.

Please contact me if you have any questions, I can be reached at 817-719-7468 (mobile).

Sincerely,

Amy M. Brook  
Senior Associate



## PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL SERVICES

PACHECO KOCH  
ON BEHALF OF THE CITY OF KELLER  
TARRANT COUNTY, TEXAS  
**PROJECT NO. 12166T-ES**  
(May 14, 2021)

### **INTRODUCTION AND PROPOSED SCOPE**

This proposal for Professional Environmental Services is between Pacheco Koch, on behalf of the City of Keller, and Berg ♦ Oliver Associates, Inc. (“Berg ♦ Oliver”), wherein Berg ♦ Oliver has been requested to provide the environmental services described within this proposal.

Berg ♦ Oliver is the selected environmental consulting firm to provide environmental services to Pacheco Koch for the proposed environmental services for the proposed Keller Trail Project at Barbara Lane, as noted in Project Location and Legal Description section below, in Keller, Tarrant County, Texas (hereinafter termed “project area”).

### **AUTHORIZATION**

Work performed under this proposal will be authorized by the execution of this agreement by an authorized signatory of Pacheco Koch on behalf of the City of Keller.

### **PROJECT LOCATION AND LEGAL DESCRIPTION**

The proposed project is construction of a new trail segment beginning at Barbara Lane (just west of Rufe Snow Drive) and heading north to an existing trail south of Bear Creek Parkway, in Tarrant County, Texas. The trail crosses into FEMA 100-year floodplain and floodway of Big Bear Creek. The proposed trail is approximately 0.14 mile in length, occupying approximately 1.42 acres, and would involve a creek crossing. The exact location and legal description, if required, will be provided by Pacheco Koch prior to the initiation of work.

### **SCOPE OF SERVICES**

The scope of services proposed includes the following: A) Wetland Delineation & GPS Mapping (**T-WD**); B) Plan Review Letter (**T-PR**); C) Limited Phase I Environmental Site Assessment (**T-P1**); D) Threatened and Endangered Species Assessment (**T-TE**); and E) Historical, Cultural, and Archaeological Review (**T-AR**).

Potential Additional Services also provided in **Attachment B** include the following and will be provided only **IF** required and authorized by the client: F) U.S. Army Corps of Engineer Section 404 Nationwide Permit (**T-NWP**); and G) Cultural Resources Pedestrian Survey (**T-CRS**).

### **PROJECT SCHEDULE**

All required tasks are projected to be submitted within forty-five (45) calendar days of the receipt by Berg ♦ Oliver of this executed proposal/agreement from Pacheco Koch. The permit review process by the



USACE normally takes between three (3) and six (6) months for a Nationwide Permit. The process begins upon the USACE determination that the application is complete. Upon review of the initial submittal, the USACE may request additional information beyond that listed in the Code of Federal Regulations (CFR) to consider the application complete for processing.

The project completion schedule is the goal of all parties but does not reflect unusual delays due to major, unpredictable or unforeseen delays, modifications to the scope of work based upon actual findings, or upon additional requests by governmental review, Pacheco Koch, or the City of Keller.

### **RIGHT OF ENTRY**

Unless otherwise stated, it is assumed that the client has the authority to enter the property for purposes of conducting environmental assessments and herein grants that authority to Berg ♦ Oliver. If right-of-entry is required from any landowner, Pacheco Koch will apply for and obtain such approvals.

### **CONFIDENTIALITY OF ASSESSMENT**

The assessment and all related work and services of Berg ♦ Oliver are confidential. Berg ♦ Oliver is hereby employed by Pacheco Koch c/o City of Keller pursuant to this contract. Under such contract relationship, all correspondence, written or oral, which relates to the findings of this study are, to the extent permitted by law, strictly confidential between the parties hereto, unless Berg ♦ Oliver receives a written request from the client to offer the results of this study to a third party not a part of this agreement/proposal. Environmental assessments may occasionally uncover extremely sensitive findings. It is the responsibility of Berg ♦ Oliver to report these findings to our client and to no other party.

**BASIC COMPENSATION AND METHOD OF PAYMENT**

Berg ♦ Oliver proposes to provide the environmental services described above to Pacheco Koch on behalf of the City of Keller for an estimated hourly sum for each of the locations, not to exceed the following subtotals listed below.

<b><u>TASKS</u></b>	<b><u>ESTIMATED COST</u></b>
<b>A. WETLAND DELINEATION &amp; GPS MAPPING .....</b>	<b>* \$4,500.00</b>
<b>B. PLAN REVIEW LETTER .....</b>	<b>\$2,000.00</b>
<b>C. LIMITED PHASE I ENVIRONMENTAL SITE ASSESSMENT .....</b>	<b>\$1,500.00</b>
<b>D. THREATENED &amp; ENDANGERED SPECIES ASSESSMENT .....</b>	<b>\$1,400.00</b>
<b>E. <u>HISTORICAL, CULTURAL, &amp; ARCHAEOLOGICAL REVIEW</u> .....</b>	<b>\$1,200.00</b>
<b>TOTAL:</b>	<b>\$10,600.00</b>

**ADDITIONAL SERVICES -- IF REQUIRED:**

<b>F. USACE SECTION 404 NWP .....</b>	<b>**\$10,000.00</b>
<b>G. CULTURAL RESOURCES PEDESTRIAN SURVEY .....</b>	<b>TBD</b>

TBD = Cost to be determined

*\* This amount is based upon the property having clear access for delineation so that field work can be completed in one (1) day or less by a two-man crew. If there is thick vegetation, it may take longer to complete the delineation. For each additional day (8 hours) of field work by a two-man crew, the amount will increase \$1,800.00 extra per day. Extraordinary circumstances, such as regulatory agency reviews based upon recent policy changes, may require additional tasks or further detailed analysis not covered in the present scope of work.*

*\*\* This estimate for a Nationwide Permit is based upon past experience and includes 67 hours of Project Management/Mapping time. **If this task is needed, then the total permit cost will be \$12,000 (Tasks B+F).** Extraordinary circumstances, such as regulatory agency reviews based upon recent policy changes, may require additional tasks or further detailed analysis not covered in the present scope of work. If this task requires more than a total of 67 hours of Project Management/Mapping time, the extra hours will be billed hourly as additional services, based on the attached rate schedule, but will not exceed 10% (\$1,200.00) without written approval from the client.*

*It is assumed that no **MAJOR** roadblocks to the permit are presented by the public comment agencies, TCEQ, and/or USACE. If extraordinary circumstances/requests for additional details are encountered, this amount will increase proportionally and a change order will be submitted to the client as described above.*

The estimated charges set forth above are based upon the hourly rates given in the attached Personnel Rate Schedule (**Attachment C**). Since the amounts of each category are estimates, any unused hours in one category may apply against overages in other categories. The combined estimate is a "not to exceed" total that will not be exceeded without written approval and issuance of a revised purchase order from the client.

Progress billing will be submitted monthly to the client. Payment will be due from client within fifteen (15) days from receipt of its payment from HCED. **Interest will accrue at the rate of 1.5% per month (18% per annum) if invoice is not paid in full within sixty (60) days.**

**PROPOSAL ACCEPTANCE AND EXECUTION**

Acceptance of this proposal will be indicated by the signatures below and will serve as authorization to proceed with the work proposed herein. The signatory below also represents that the client has, or has secured, the authority to grant permission for Berg ♦ Oliver personnel to enter the subject property as necessary to conduct these assessments and that such permission is granted to Berg ♦ Oliver by the execution of this agreement/proposal. If the client is a Corporation or a Partnership, then the signature below will also represent the personal guarantee of the individual signing on behalf of the Client.

IN WITNESS THEREOF, Pacheco Koch and Berg ♦ Oliver Associates, Inc. have accepted and executed this proposal for environmental services on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PACHECO KOCH**

By: \_\_\_\_\_  
Authorized Signature

**BERG ♦ OLIVER ASSOCIATES, INC.**

By: \_\_\_\_\_  
Amy M. Brook  
Senior Associate

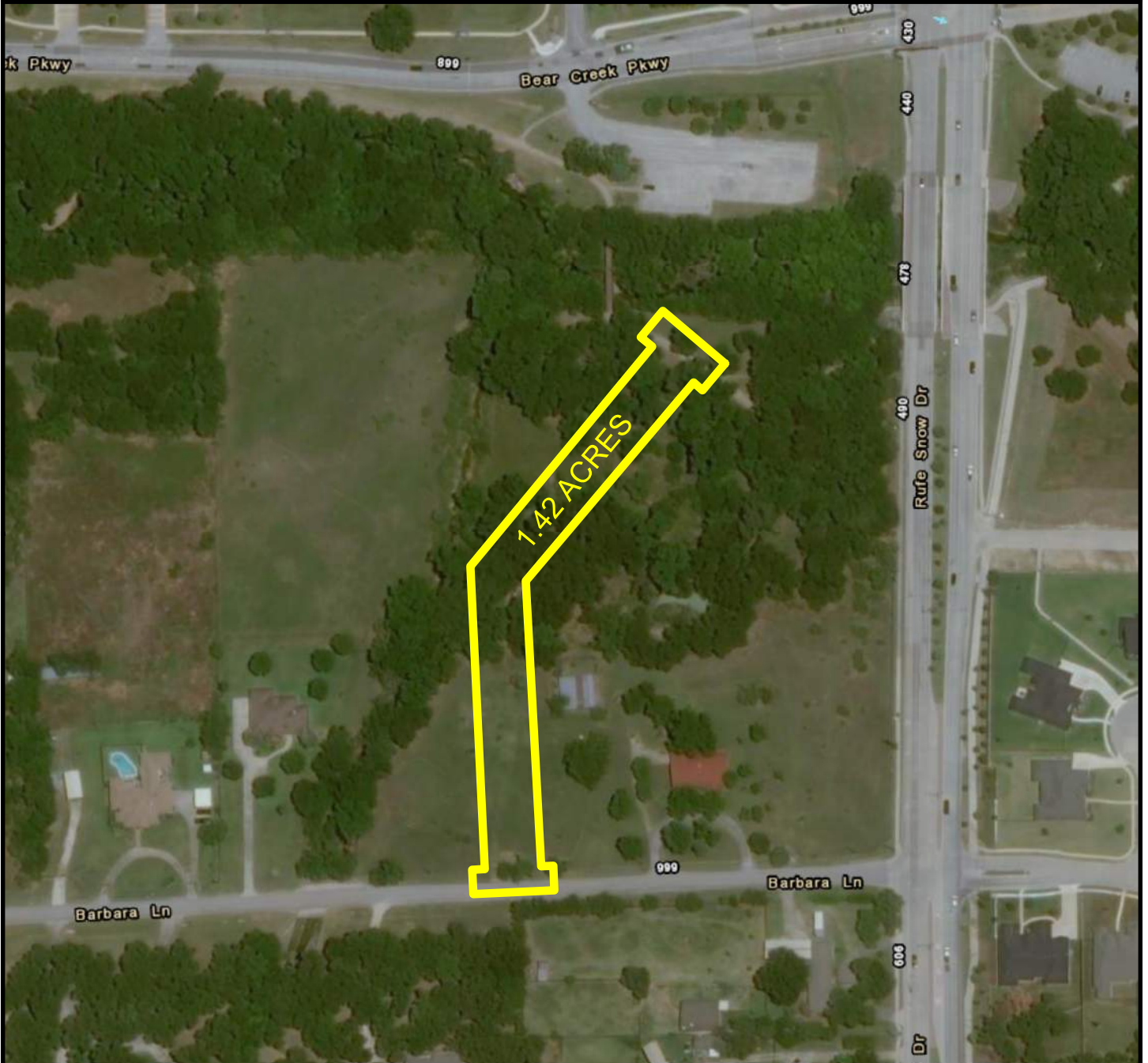
# EXHIBIT A

BARBARA LANE TRAIL  
CITY OF KELLER



4060 Bryant Irvin Road  
Fort Worth, TX 76109

May 6, 2021



\\nasunifw.pcoe.com\dwg\DWG-01\Fort Worth Office\Proposals\City of Keller\Barbara Lane Trail\Barbara Lane Trail EXHIBIT A\_FW\_Survey.mxd

## KEY TO FEATURES



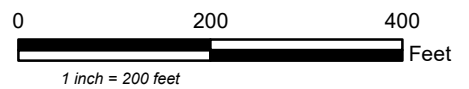
LIMITS OF SURVEY

## NOTES

BACKGROUND IMAGE FROM  
ESRI AERIALS

## DATUM

NAD 1983 TEXAS STATE PLANE  
NORTH CENTRAL ZONE FIPS 4202



TX REG. SURVEYING FIRM LS-100080-01  
TX REG. ENGINEERING FIRM F-469

## **ATTACHMENT B**

Project Management is included within each task of this Scope of Work.

### **TASK A: WETLAND DELINEATION & GPS MAPPING** **SCOPE OF WORK**

The objective of the delineation is to evaluate and document any portion of the site to be classified as a "Jurisdictional Water of the United States" as defined in 33 CFR 328 and subject to U.S. Army Corps of Engineers (USACE) jurisdiction. The delineation will be conducted according to the 2010 Regional Supplement to the Corps of Engineers (USACE) Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (v.2). The recent guidance and supplemental criteria have altered the primary determining factors for identifying waters of the United States. However, compliance with these criteria requires a significant increase in the documentation and scientific evaluation.

Delineation work will consist of the following subtasks:

Subtask 1: Review of NRCS Soil Surveys: Subtask 1 will include a review of previously published soil data published by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), to determine the types of surface soils expected to be confirmed by on-site soil analysis.

Subtask 2: Review of Aerial Photographs: Subtask 2 will include a review of historical aerial color and black/white photographic enlargements for selected years. Infrared color photographs will be analyzed for the presence of wetland signature color distortions. Information for all photographic interpretation will be compared to locate recurring sites where wetland signatures are present.

Subtask 3: Site Reconnaissance for Wetland Indicators: Subtask 3 will include inspecting the property under the field procedures outlined in the Corps of Engineers Wetland Delineation Manual – Technical Report Y-87-1 by the USACE.

Transects are required for tracts greater than 5 acres in size, unless negotiated with the USACE to forego transects based on the homogeneous landscape and habitat type. If necessary, transects will be performed across the property, perpendicular to the nearest watercourse. Samples of vegetation, soils, and hydrology indicators will be taken at each change in topography or vegetation. Vegetation samples will be evaluated and recorded at each sample area. Upland vegetation will be verified, for it is as significant as wetland vegetation in the determination process. Inspection of the property for evidence or lack of wetland hydrology will be performed at each sample area. Soil samples will be evaluated at each test site for their hydric and non-hydric characteristics. Non-hydric soils verify upland status and are as significant as hydric soils in the determination process.

Subtask 4: Demarcation of Wetland Areas: Subtask 4 will include the flagging of the jurisdictional wetland areas and/or the ordinary high-water mark for location by a Registered Professional Land Survey (RPLS) or Global Positioning System (GPS). Location of the areas by RPLS or GPS survey using the USACE October 2003 Standard Operating Procedures is required for USACE verification/permitting and is recommended for project planning.

Subtask 5: Preparation of a Map Representing Wetland Areas: Upon receipt of the RPLS or GPS wetland areas and the limits of the Jurisdictional Waters, information regarding the field location of the boundaries

of all Section 10 and 404 waters/wetland limits within the property boundaries will be plotted on a scaled map. Each Jurisdictional area will be depicted with the following information: 1) size and shape; (2) surface area calculation (acres); and (3) combined total wetland and Jurisdictional Water area calculations for the entire subject tract. The final report submitted to the client from Berg ♦ Oliver will reflect the surveyed data from the RPLS or GPS survey showing the location of the wetlands.

Subtask 6: Report Preparation: Subtask 6 will include the preparation of a final report. Upon completion of the site reconnaissance, data translation, and map preparation, a report will be completed, two copies of which will be given to the client. The report will include a discussion of methodology used to delineate the tract, site findings, copies of all historical information reviewed, such as U.S. Geological Survey topographical maps, NRCS soil survey maps, aerial photographs, site photographs, USACE routine data sheets, a wetland delineation map, and Approved Jurisdictional Determination Forms or Preliminary Jurisdictional Determination Forms.

## **TASK B: PLAN REVIEW LETTER** **SCOPE OF WORK**

The objective of this task is to, if applicable, document that the project meets the criteria for a non-reporting Nationwide Permit (NWP) 14 for Linear Transportation Crossings. Berg ♦ Oliver will review the Engineer's design plans and evaluate them against the wetland delineation findings to determine if this applies. If so, then Potential Additional Task F (Section 404 Clean Water Act – NWP) will not be needed.

## **TASK C: LIMITED PHASE I ENVIRONMENTAL SITE ASSESSMENT** **SCOPE OF WORK**

The Limited Phase I Environmental Site Assessment (LESA) includes a comprehensive agency database review, historical aerial photo analysis, topographic map, oil and gas well search, full site reconnaissance, and a letter report. The report is a brief letter format summary of findings, conclusions, and recommendations with attachments, and is completed by qualified Environmental Professionals (EP).

Certain components of the ASTM Standard Practice E1527-13 and CERCLA's "All Appropriate Inquiries" rule are included in the screening; however, it should be noted that the LESA does not completely satisfy the AAI rule.

Some conditions may be present on the property(ies) that pose either a potential threat to human health or asset management concerns that are beyond the scope of this assessment. The scope of work efforts proposed herein will not include assessment of the potential for conditions on the property(ies) such as threatened or endangered species habitat, wetlands and other jurisdictional "waters of the US," cultural resources, naturally occurring radon, asbestos-containing materials (ACMs), or lead-based paint.

### **SITE LOCATION**

The site location is reported to be one linear area of land totaling approximately 1.42 acres, located northwest of the intersection of Barbara Lane and Rufe Snow Drive in Keller, Tarrant County, Texas. **The Client will need to furnish Berg ♦ Oliver with the following items in order to begin the Phase I ESA process:**

- **A survey map of the site;**
- **Metes and bounds or legal description; and**

- **Contact name of the current owner or owner's representative to complete an owner/occupant inquiry.**

These items should show or describe the exact location of the subject property to be assessed.

### SCOPE OF WORK

The objective of the LESA is to identify, to the extent feasible any potential *recognized environmental conditions* (RECs) in connection with the subject property with a partial screening; thereby determining if a more comprehensive Phase I investigation is recommended. The Limited Phase I ESA will have four components, described as follows:

1. **Records Review:** Obtain and review records that will help identify recognized environmental conditions in connection with the property. Some records will pertain to properties within an additional approximate search distance in order to help assess the likelihood of potential problems from migrating substances.
2. **Site Reconnaissance:** Visually and physically inspect the property and adjoining properties, to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles, for evidence of hazardous substances or petroleum products.
3. **Historical Use Information:** a) Historical aerials dating back to the 1940's, will be obtained and reviewed for this assessment. B) A historical topographic map will be reviewed.
4. **Evaluation and Report Preparation:** The information gathered from the previous tasks will be evaluated, and the findings will be presented in a report that describes, at minimum, site and vicinity descriptions, current and past uses of the property and adjoining properties, information from records reviews, information from site reconnaissance, conclusions and opinions of impacts, if any, of *recognized environmental conditions* (RECs). The report will include appropriate documentation and exhibits of information used to conduct the assessment.

### INVESTIGATIVE WORK

Limited Phase I investigative work includes, but may not be limited to, four basic tasks which are each comprised of several components. The details of these tasks are set forth below, listing the standard components of each. The ASTM E 1527-2013 standard prescribes a review of *reasonably ascertainable* information; that is, information that is publicly available, obtainable from its source within reasonable time and cost restraints, and practically reviewable. The availability of information will vary based on the location of a given site. Berg ♦ Oliver will attempt to review as much of the following information as is reasonably ascertainable for this project.

#### **Task 1: Records Review**

##### Standard Environmental Record Sources

Review documented environmental site listings from Federal and State regulatory agency database sources, including the following:

<u>Sources</u>	<u>Minimum Search Distance</u>
1. Federal NPL Facilities/Sites Lists	1.0 Mile Radius
2. Federal NPL-Delisted Sites List	0.5 Mile Radius
3. Federal CERCLIS List	0.5 Mile Radius
4. Federal NFRAP List	0.5 Mile Radius
5. Federal RCRA Corraacts List	1.0 Mile Radius
6. Federal RCRA TSD List	0.5 Mile Radius
7. Federal RCRA Generator List	Adjoining
8. Federal Finds List	0.5 Mile Radius
9. Federal ERNS List	Site Specific
10. State Priority List	1 Mile Radius
11. State IOP List	0.5 Mile Radius
12. State SWLF/CLI List	0.5 Mile Radius
13. State CLI List	0.5 Mile Radius
14. State LPST List	0.5 Mile Radius
15. State Registered UST/AST List	Adjoining
16. State PST List	0.5 Mile Radius
17. State TCEQ VCP List	0.5 Mile Radius
18. State Brownfield List	0.5 Mile Radius
19. Dry Cleaner List	0.5 Mile Radius
20. IHW List	Adjoining
21. Local Hazmat Spills	Site-Specific

Documented regulatory agency sites located within the ASTM prescribed minimum search distance will be identified and plotted on a composite site map.

#### Physical Setting Sources

**USGS Topographic Map(s)** will be reviewed to determine site topography and surface drainage patterns of the site and the surrounding area. Current and past structures, roads, well installations, and other improvements will be evaluated, as well as other pertinent physical features such as streams or water bodies.

#### Historical Use Information

**Historical Aerial Photographs** will be obtained from aerial photography firms having inventory of the subject area. The photographs will be reviewed to evaluate previous land use characteristics for the property and adjacent parcels. The photographs will also be checked for possible oil and gas exploration activities, surficial anomalies associated with waste ponds or dumps, and previous commercial and/or industrial activities.

**Texas Railroad Commission Records** will be reviewed to determine if oil and/or gas exploration or production has occurred on the site. This information will be obtained from the Railroad Commission of Texas Public Web Viewer.

### **Task 2: Additional Records Sources**

In the event that site-specific conditions or standard information sources indicate a potential environmental condition(s) associated with the property, other selective files or records may be



reviewed for additional information regarding such conditions. This information will be obtained at the discretion of Berg ♦ Oliver based on the findings of the investigation. Other typical sources include specific files from the **Texas Railroad Commission**, the **Texas Commission on Environmental Quality**, and the **Environmental Protection Agency**.

### **Task 3: Site Reconnaissance**

#### General Site Setting

Site reconnaissance will be conducted to physically and visually inspect the property for indications of environmental conditions. Observations will be made of the **Current Site Usage, Adjacent Site Usage, Topography and Landscape, Structures, Roads, Improvements** and, to the extent practicable, **Potable Water Supply, Sewage Disposal System**, and other **Utility Installations**.

#### Interior and Exterior Observations

The property and any buildings or structures will be inspected for visual or physical evidence of hazardous substances or petroleum products, if relevant and if access is permitted. Exterior observations include, but are not limited to, pits, ponds, lagoons, stained soil or pavement, pools of liquid, strong odors, stressed vegetation, solid waste, waste water and associated discharge(s), above or below ground storage tanks, drums or containers, unidentified substances, wells, or septic systems. If interior inspection is required, observations will include those listed above, if applicable, as well as heating/cooling sources and fuels, stains or corrosion, drains and sumps, storage or treatment areas, and construction materials. Any listed, or non-listed, indicator of hazardous substances or petroleum products will be identified in the findings of the report.

## **TASK D: THREATENED AND ENDANGERED SPECIES ASSESSMENT**

### **SCOPE OF WORK**

The objective of the Threatened and Endangered Species Assessment is to evaluate the potential for the existence of critical or irreplaceable habitats, which are considered protected under the Endangered Species Act of 1973 and subsequent amendments and listings. The following selected tasks will be considered for the tract.

- 1: Review of Agency Listing for Estimated Habitat Boundaries. The listings currently maintained by U.S. Fish and Wildlife will be evaluated to determine if any of the listed species may be shown to potentially inhabit the area which will include an IPaC report for the subject site.
- 2: Consultation with Appropriate Agencies. Task 1 results may reveal the need for additional current information. If indicated, several private sources and agencies will be interviewed for information regarding specific species having potential for habitation of the subject site.
- 3: Site Reconnaissance and Biological Impact Assessment. The biological aspects of the potential habitat will be physically reviewed and documented to determine if the habitat is desirable or reproductively useful to the specific species. The site will be reviewed for biological indicators of presence. If marginal or suspicious habitats are encountered, a specialist on the specific study species will be consulted and included in the site impact assessment.

- 4: Preparation of Letter of Findings and Recommendations. Following the completion of all research and site reconnaissance, a letter of findings and recommendations will be completed and forwarded to the client.

## **TASK E: HISTORICAL, CULTURAL AND ARCHAEOLOGICAL REVIEW**

### **SCOPE OF WORK**

The proposed undertaking would be sponsored by the City of Keller, a political subdivision of the state of Texas; as such, the project would fall under the jurisdiction of the Antiquities Code of Texas. The project may also require the use of Nationwide Permits (NWP) issued by the U.S. Army Corps of Engineers (USACE) to permit construction within any water features that meet the criteria for designation as “waters of the US” (WOTUS). Any portions of the overall project area that fall within a federal permit area would also fall under the jurisdiction of Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the applicable federal agencies and the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for the state of Texas, with an opportunity to review and comment on the project’s potential to adversely affect historic properties listed on or considered eligible for listing on the National Register of Historic Places (NRHP) and/or for designation as State Antiquities Landmarks (SAL). At this time, no other federal or state jurisdiction has been identified for the project. In the event that any additional regulatory triggers are identified as the project moves forward, it will be evaluated whether or not any additional, out-of-scope cultural studies or agency coordination may be required.

Subconsultant Horizon Environmental Services (Horizon) will:

- Perform basic archival research at the THC, the Texas Archeological Research Laboratory (TARL), the General Land Office (GLO), the National Park Service’s (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resources investigations conducted in the vicinity of the project area and previously recorded archeological sites and historic properties within and in the vicinity of the project area. Desktop archival studies will examine a 1.0-mile radius surrounding the project area.
- Review the abovementioned archives; historic, geological, and soil maps; and aerial surveys and photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project area.
- Prepare and submit to the client, if requested, a draft agency consultation letter summarizing the results of desktop research and presenting recommendations regarding the scope of further archeological recommendations required under the applicable laws to obtain project clearance.

### **\*\*\* POTENTIAL ADDITIONAL SERVICES \*\*\***

If required, the following tasks can be performed.

**TASK F: SECTION 404 CLEAN WATER ACT - NATIONWIDE PERMIT (NWP)**  
**PREPARATION AND COORDINATION**

**SCOPE OF WORK**

Scope of work for the preparation of a Clean Water Act Section 404 Permit and submission to the USACE will follow the criteria set forth in 33 CFR 330 (Nationwide). A conceptual development plan including profiles must be provided by the client or the client's consulting engineer. Berg ♦ Oliver will utilize these plans to create the required permit submittal drawings in the USACE's preferred format. The USACE may request an alternatives analysis and best management practice information that must be provided to Berg ♦ Oliver from the client or consulting engineer.

Berg ♦ Oliver will perform the following under this task:

1. Draft and submit the Nationwide Permit application and support documents to the applicant/client for review prior to submittal to the USACE. (Berg ♦ Oliver must have written approval from the client authorizing Berg ♦ Oliver to submit the permit application to the USACE.)
2. Prepare the necessary data sheets and determination forms for verification by the USACE. It is suggested that a Preliminary Jurisdictional Determination be requested.
3. Attend two (2) on-site meetings with USACE, and resource protection agencies.
4. Attend two (2) additional meetings with the USACE in Fort Worth.
5. Consult with the client, engineer, and land planner regarding the site development plan and alternatives.
6. Consult with the applicant regarding the Wetland Mitigation Plan and design, if deemed necessary. (If client chooses, Berg ♦ Oliver can prepare the mitigation plan and design under a separate proposal.)
7. Assist the applicant/client in providing the USACE site specific requested information and/or Revised Site Development Plan, if necessary.

**TASK G: CULTURAL RESOURCES PEDESTRIAN SURVEY**

**SCOPE OF WORK**

**Archeological Survey Fieldwork**

Subconsultant Horizon will:

- Apply for and obtain a Texas Antiquities Permit from the THC (required for any project that falls under the jurisdiction of the Antiquities Code of Texas). The application for a Texas Antiquities Permit requires the signature of the project sponsor and/or landowner, as appropriate, as well as the archeological Principal Investigator. The Texas Antiquities Permit must be issued by the THC prior to the initiation of any cultural resources field activities.
- Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMASS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests.
- Document any cultural resources encountered to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.

- Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.

### **Technical Report**

Horizon will:

- Complete and submit *State of Texas Archeological Site Data Forms* (for new archeological sites) or *State of Texas Archeological Site Update Forms* (for previously recorded archeological sites) to TARL. Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the project area during the survey.
- Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- Submit a preliminary review copy of the archeological draft report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, Horizon will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. Horizon will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly.
- Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- Submit the final report to the client and the THC (if request by the client).

### **Records Curation**

Horizon will:

- Prepare project records for curation at TARL per the requirements of the Antiquities Code of Texas and TARL's *Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources* and/or *Stipulations and Procedures for the Preparation of Archeological Material Collections*, as appropriate.

A detailed scope and fee would be submitted at such time that is determined a survey is necessary.

Upon the client's request, Horizon will reduce or enlarge the scope of services and associated cost estimate to accommodate any existing or perceived changes to project needs and budgetary constraints.

ATTACHMENT C



**BERG ♦ OLIVER ASSOCIATES, INC.**

*Environmental Science & Land Use Consultants*

1907 Ascension Boulevard, Suite 500, Arlington, Texas 76006

(817) 548-9998 fax: (281) 589-0007

Houston ♦ Dallas/Fort Worth ♦ [www.bergoliver.com](http://www.bergoliver.com)

2021 PERSONNEL RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Billing Rate</u>
Principal	\$235.00
Project Director	\$215.00
Senior Associate	\$190.00
Sr. Public Involvement Specialist	\$190.00
Senior Project Manager	\$185.00
Project Manager/Registered Environmental Manager	\$180.00
Professional Geologist	\$180.00
Health/Safety Officer/Chemist	\$180.00
Sr. NEPA Specialist	\$170.00
Project Coordinator II	\$155.00
Sr. Wetland Biologist/Ecologist	\$150.00
Project Coordinator I	\$140.00
Jr. Public Involvement Specialist	\$130.00
Wetlands Biologist/Ecologist	\$130.00
Soil Scientist/Geologist	\$130.00
Senior GIS Analyst / UAV Pilot	\$130.00
GIS Analyst	\$110.00
Field Technician	\$95.00
In-House Technician/Administrator	\$105.00
CADD Sr. Analyst	\$130.00
CADD Analyst	\$110.00
Administrative/Word Processing	\$65.00
Specialist Subcontractors	Cost + 15%

Above rates include all normal expenses of BOA's business, including mailing charges, in-house photocopying, long distance telephone costs, in-house graphic systems, and local area travel, unless otherwise stated in the agreement. Expenses, such as travel beyond fifty (50) miles, outside photocopying, delivery charges, photographic reproduction, and other outside services, are considered reimbursable by the client at rate of cost +15%. Any extraordinary reimbursable expenses, in excess of \$250.00 must have authorization from the client. NOTE: The rate schedule is for the current fiscal year, with an effective date of January 1. Hourly rates are adjusted annually as inflation dictates. If this contract spans more than one fiscal year (ending December 31), hourly rates may be adjusted. Regardless of any rate adjustment, the "not to exceed" figures in a contract will not change.