

**AGENDA
BENBROOK CITY COUNCIL
THURSDAY, FEBRUARY 19, 2026
911 WINS COTT ROAD, BENBROOK, TEXAS
REGULAR MEETING 7:00 P.M.
COUNCIL CHAMBERS**

ALL AGENDA ITEMS ARE SUBJECT TO FINAL ACTION

I. CALL TO ORDER

II. INVOCATION

PLEDGE OF ALLEGIANCE

III. CITIZEN COMMENTS ON ANY AGENDA ITEM (Citizen Comments Are Limited To 3 Minutes)

IV. MINUTES

1. Minutes Of The Regular Meeting Held February 5, 2026

Documents:

[MINUTES 02-05-2026.PDF](#)

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2736 Resolution Declaring Firefighting Equipment As Surplus And Authorizing Sale To Tarrant County Emergency Services District #1

Documents:

[G-2736 TC SALE OF EQUIPMENT.PDF](#)

[G-2736 RESOLUTION TC EQUIPMENT SALE.PDF](#)

B. CONTRACT

C-387 Street Maintenance Contracts To Texas Bit

Documents:

[C-387 2026 TEXAS BIT CONTRACTS CCC.PDF](#)

[C-387 CITY OF BENBROOK 2025-2026 ELLIS COUNTY PORTION HAUL OFF.PDF](#)

[C-387 CITY OF BENBROOK 2025-2026 WILLIAMS.PDF](#)

[C-387 CITY OF BENBROOK STREETS 2025-2026 - DALLAS COUNTY PAVING ALL MID PRICE -.PDF](#)

[C-387 WILLIAMS RD STRIPING UPDATED QUOTE.PDF](#)

C-388 Design Contract To Freese And Nichols For The Dutch Branch Park Improvements Project

Documents:

[C-388 DESIGN CONTRACT FOR DBP IMPROVEMENT PROJECT CCC.PDF](#)

[C-388 DUTCH BRANCH PARK - AGREEMENT FOR ENGINEERING SERVICES -](#)

VI. INFORMAL CITIZEN COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in informal citizen comments. City Council may only make a statement of specific information given in response to the inquiry; recite an existing policy; or request staff place the item on an agenda for a subsequent meeting. The exception to informal comments is that once an election date has been set by City Council comments relative to elections will not be broadcast on the City's cable channel. However, a copy of the tape containing citizens' comments will be available at city hall for review or purchase by interested citizens.

(Citizen comments are limited to 3 minutes)

VII. COUNCIL MEMBER AND STAFF COMMENTS

Pursuant to the Texas Government Code, Chapter 551, Open Meetings, Section 551.0415, announcements from City Councilmembers and City Staff are limited to expressions of thanks; congratulations; condolences; recognition of public officials, employees or citizens; information regarding holiday schedules; reminders of community events or announcements involving an imminent threat to the public health and safety of the municipality that has arisen after the posting of the agenda. No discussion or formal action may be taken on these items at this meeting.

VIII. ADJOURNMENT

WORKSESSION

1. City's Floodplain and Stormwater Management Program



**MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, FEBRUARY 5, 2026**

The regular meeting of the Benbrook City Council was held on February 5, 2026 at 7:00 p.m. in the Council Chambers with the following Council members present:

Jason Ward, Mayor
Renee Franklin
Ryan Reagan
Dustin Phillips
Sean Moore
Laura Mackey
Keith Tiner

Also Present:

Jim Hinderaker, City Manager
Ethan Cox, Assistant City Manager
Beth Fischer, City Secretary/Chief Governance Officer
Jason Tate, Fire Chief
Rick Overgaard, Finance Director
Bennett Howell, Director of Public Services

I. CALL TO ORDER

Meeting called to order at 7:00 p.m. by Mayor Ward.

II. INVOCATION/PLEDGE OF ALEGIANCE

Invocation was given by Pastor Lynn Bullock – The Church at Benbrook

The Pledge of Allegiance recited.

III. CITIZEN COMMENTS ON ANY AGENDA ITEM

Kate Branson addressed City Council.

IV. MINUTES

1. Approve minutes of the regular meeting held January 15, 2026

Motion by Mr. Tiner, seconded by Mr. Phillips, to approve the minutes of the regular meeting held January 15, 2026.

Vote on the Motion:

Ayes: Ms. Franklin, Mr. Reagan, Mr. Phillips, Mayor Ward, Mr. Moore, Ms. Mackey, Mr. Tiner

Noes: None

Motion carried unanimously.

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2731 Resolution on the 2025 Tarrant County Hazard Mitigation Plan and Benbrook Annex

Jason Tate gave the following report: Under Title 44 Code of Federal Regulations (CFR) §201.6 local governments must adopt and maintain a FEMA-approved Hazard Mitigation Plan to qualify for federal disaster assistance and hazard mitigation grants. The City's current plan, the Benbrook Hazard Mitigation Action Plan, was adopted by City Council on April 20, 2017.

As part of the City's update process and in support of the State's regional planning initiative, City staff collaborated with Tarrant County to develop the Benbrook Annex for inclusion in the 2025 Tarrant County Hazardous Mitigation Action Plan. The Benbrook Annex identifies natural hazards and mitigation strategies specific to the City and is organized into five chapters that satisfy the requirements in 44 CFR § 201.6:

Chapter 1: Introduction

Chapter 2: Planning Process

Chapter 3: Hazard Identification and Risk Assessment

Chapter 4: Capabilities Assessment

Chapter 5: Mitigation Strategy

Adoption of the plan by the City of Benbrook demonstrates Benbrook's commitment to hazard mitigation and achieving the goals outlined in the Benbrook Annex. Pending adoption of the resolution, staff will forward the plan to Tarrant County for adoption by the Tarrant County Commissioners' Court followed by submission to the Texas Division of Emergency Management and FEMA.

Motion by Ms. Franklin, seconded by Ms. Mackey, to adopt the 2025 Tarrant County Hazard Mitigation Action Plan, including the Benbrook Annex, as the City's official Hazard Mitigation Plan. Resolution 2026-01.

Vote on the Motion:

Ayes: Ms. Franklin, Mr. Reagan, Mr. Phillips, Mayor Ward, Mr. Moore, Ms. Mackey, Mr. Tiner

Noes: None

Motion carried unanimously.

G-2732 Align Board and Commission Terms with Fiscal Year

Beth Fischer gave the following report: Currently, terms for City Council appointed Board and Commission members run on a calendar-year basis, concluding on December 30 and beginning December 31. This timing coincides with major holidays, reduced staff and City Council availability, and an increase in community events.

As a result, several administrative and operational challenges occur at the end of each year. These include difficulties scheduling interviews for prospective applicants, coordinating appointment actions, onboarding new members, and ensuring continuity of service. Interview scheduling is particularly challenging during the holiday season when meeting availability is limited.

Additionally, the annual Boards and Commissions Recognition Dinner, intended to honor members who have completed their terms, has faced scheduling constraints due to holiday conflicts.

Under the proposed fiscal-year structure, the annual process would occur as follows:

- Application Deadline: Applications for Boards and Commissions will be due by the third Monday in July.
- Acceptance of Applications: City Council will formally accept the applications no later than the second City Council meeting in August. This timeline allows flexibility to extend the application filing period if additional outreach or recruitment is needed.
- Interviews: Board and Commission interviews will be conducted between the acceptance of applications and the appointment action, allowing adequate time for scheduling and deliberation.
- Appointments: Appointments to Boards and Commissions will be made by the second City Council meeting in September.

This schedule provides a predictable and efficient process while avoiding the challenges associated with the end-of-year holiday season.

To implement the proposed October 1 to September 30 term cycle, the Council would approve a one-time transition adjustment by shortening the current Board and Commission terms so they conclude on September 30 rather than December 30. This adjustment is limited to the transition period and is intended solely to establish the revised term schedule. All subsequent appointments would continue to be made

for the standard two-year term. This approach is consistent with the City Charter, which establishes term length but does not prescribe specific start or end dates.

Upon approval, staff will:

- Update appointment records and term expiration dates to reflect the fiscal-year cycle.
- Communicate the revised term structure and annual schedule to current and prospective Board and Commission members.
- Adjust internal timelines for recruitment, interviews, appointments, and the Boards and Commissions Recognition Dinner.

Changing Boards and Commissions terms to align with the fiscal year, along with adopting a consistent application and appointment schedule, will improve interview scheduling, reduce holiday-related conflicts, enhance recognition of volunteer service, and increase administrative efficiency.

Motion by Ms. Mackey, seconded by Mr. Phillips, to approve a one-time transition of City Boards and Commissions term dates by adjusting the expiration of current member terms to September 30, thereby establishing an October 1 to September 30 appointment cycle, and to align the associated application deadlines, interview process, and appointment schedule accordingly, with all subsequent appointments to be made for two-year terms consistent with the City Charter.

Vote on the Motion:

Ayes: Ms. Franklin, Mr. Reagan, Mr. Phillips, Mayor Ward, Mr. Moore, Ms. Mackey, Mr. Tiner

Noes: None

Motion carried unanimously.

G-2733 Finance report for period ending December 31, 2025

Rick Overgaard gave the following report: General Fund revenues for the month of December, the third month of the fiscal year, were \$8,085,100. Major revenues collected for the month include Property taxes of \$7,354,832, Franchise taxes of \$48,614, Permits of \$36,278, Fines and Forfeitures of \$53,239, Charges for Services of \$129,413, and Interest of \$92,285. Sales tax collected and recognized as revenue in December was \$362,768. Fiscal year to date sales tax is \$1,062,913, a decrease of 3.2% compared to last year at this time. A separate summary of sales tax revenue collections is provided for comparative purposes. General Fund revenues collected through the end of December were \$10,511,960 and 30.5% of the budget.

General Fund expenditures for the month of December were \$2,188,982. Fiscal year to date expenditures were \$6,232,060 and 23.5% of the adopted budget.

Total General Fund revenues of \$10,511,960 were more than total General Fund expenditures of \$6,232,060 by \$4,279,900.

Debt Service revenues for the month of December totaled \$509,099 and were all from property tax. There were no expenditures in December. The next debt service payments are due February 1, 2026.

EDC revenues for December were \$200,486. EDC expenditures for December were \$548,838. Revenues were less expenditures by \$348,352.

Revenues received for December were \$103,400 from stormwater utility fees, mineral lease revenue, and interest earnings. Expenditures for the Capital Projects Fund were \$36,785 for December. December expenditures included the Low Water Crossing project and Storm Drain Assessment. Revenues exceeded expenditures by \$66,615. Sufficient funds are available in the current fund balances of the Capital Projects Fund. This fund operates on a project basis rather than a specific fiscal year.

On December 31, 2025, the City had \$31,933,089 invested at varying interest rates; the EDC had \$7,797,965 available.

Motion by Mr. Phillips, seconded by Mr. Tiner, to accept the finance report for the period ending December 31, 2025.

Vote on the Motion:

Ayes: Ms. Franklin, Mr. Reagan, Mr. Phillips, Mayor Ward, Mr. Moore, Ms. Mackey, Mr. Tiner

Noes: None

Motion carried unanimously.

G-2734 Quarterly Investment Report for period ending December 31, 2025

Rick Overgaard gave the following report: The Public Funds Investment Act (PFIA), Texas Government Code and the City's Investment Policy require that an Investment Report be presented to City Council.

The Investment Committee met on January 14, 2026, to review the report and ensure compliance with the City's investment policy. A copy of the Investment Report is attached, and highlights are presented below.

- The total portfolio for the City and EDC on December 31, 2025 is \$39,731,054, with 80.4% or \$31,933,089 belonging to the City, and 19.6% or \$7,797,965 to the EDC.

- 25.6% of the combined portfolio is in bank accounts, with 65.1% in local government investment pools, 8.0% in certificates of deposit, and 1.3% in agency notes.
- The weighted average maturity on the combined portfolio is 27 days with a 3.20% average yield to maturity. In comparison, the 90-day T-Bill benchmark rate is 3.67%.

The City's yield increased from the prior quarter because of more of the portfolio invested in higher yielding securities.

Motion by Ms. Franklin, seconded by Mr. Reagan, to accept the Investment Report for the quarter ending December 31, 2025.

Vote on the Motion:

Ayes: Ms. Franklin, Mr. Reagan, Mr. Phillips, Mayor Ward, Mr. Moore, Ms. Mackey, Mr. Tiner

Noes: None

Motion carried unanimously.

G-2735 Appointment to Civil Service Commission Place 3

Jim Hinderaker gave the following report: State law requires the City Manager to appoint members to the City's Civil Service Commission, with the appointments confirmed by the City Council. The commission consists of three members serving staggered three-year terms. The term for Place 3 on the Civil Service Commission expires on February 5, 2026.

Currently serving in Place 3 of the Civil Service Commission is Jeremy Kirwan. The City Manager has reached out to and offered reappointment to Mr. Kirwan, who has agreed to serve, pending City Council confirmation. To align with the new terms for the Boards and Commissions, Mr. Kirwan's term will run from February 6, 2026 to September 30, 2029.

Motion by Mr. Tiner, seconded by Ms. Franklin, to confirm the appointment of Jeremy Kirwan to the Civil Service Commission Place 3 for a term beginning February 6, 2026 and ending September 30, 2029.

Vote on the Motion:

Ayes: Ms. Franklin, Mr. Reagan, Mr. Phillips, Mayor Ward, Mr. Moore, Ms. Mackey, Mr. Tiner

Noes: None

Motion carried unanimously.

VI. INFORMAL CITIZEN COMMENTS

Greg Clem addressed City Council.

VII. COUNCIL MEMBER AND STAFF COMMENTS

VIII. ADJOURNMENT

Meeting adjourned at 7:28 p.m.

APPROVED:

Jason Ward, Mayor

ATTEST:

Elizabeth Fischer
City Secretary/Chief Governance Officer



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 2/19/2026	REFERENCE NUMBER: G-2736	SUBJECT: Resolution declaring firefighting equipment as surplus and authorizing sale to Tarrant County Emergency Services District #1	PAGE: 1 of 1
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On December 13, 2025, Tarrant County Emergency Services District #1 opened a fire station in Whiskey Flats. Concurrently, the Benbrook Fire Department returned possession of Tanker 53, a Tarrant County ESD #1 asset, which the City had operated via mutual agreement for the past 10 years.

As part of the agreement, the Benbrook Fire Department provided most firefighting equipment for the truck's operation. This equipment included hoses, nozzles, axes, rescue tools, and other equipment associated with firefighting. Since releasing the truck to Tarrant County ESD #1 they have expressed interest in purchasing the loose equipment for \$30,000.00.

Pursuant to Section 3.16.020 of the Benbrook Municipal Code, the loose equipment has been declared surplus equipment. Staff finds the bid proposal from Tarrant County ESD #1 to be competitive and aligned with market expectations.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution declaring the loose equipment as surplus property and authorize its sale to Tarrant County ESD #1 for \$30,000.00

SUBMITTED BY:	DISPOSITION BY COUNCIL: Y APPROVED Y OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

RESOLUTION NO. 2026-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS,
DECLARING THE LOOSE FIREFIGHTING EQUIPMENT FROM TANKER 53 AS SURPLUS
PROPERTY AND AUTHORIZING ITS SALE TO TARRANT COUNTY ESD #1**

WHEREAS, on December 13, 2025, Tarrant County Emergency Services District #1 opened a fire station in Whiskey Flats; and

WHEREAS, concurrently, the Benbrook Fire Department returned possession of Tanker 53, a Tarrant County ESD #1 asset, which the City had operated via mutual agreement for the past 10 years; and

WHEREAS, as part of the agreement, the Benbrook Fire Department provided most firefighting equipment for the truck's operation; and

WHEREAS, this equipment included hoses, nozzles, axes, rescue tools, and other equipment associated with firefighting; and

WHEREAS, since releasing the truck to Tarrant County ESD #1 they have expressed interest in purchasing the loose equipment for \$30,000.00; and

WHEREAS, the City Manager has declared the loose firefighting equipment surplus pursuant to Section 3.16.020 of the Benbrook Municipal Code; and

WHEREAS, the City finds the bid proposal from Tarrant County ESD #1 to be competitive and aligned with market expectations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS, THAT:

1. The loose firefighting equipment is hereby declared surplus property in accordance with Chapter 3.16.020 of the Benbrook Municipal Code.
2. The City Manager, or their designee, is authorized to sell the equipment to Tarrant County ESD #1 for \$30,000.

Adopted this 19th day of February, 2026

Jason Ward, Mayor, City of Benbrook

ATTEST:

Beth Fischer, City Secretary



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
02/19/2026	C-387	Street Maintenance Contracts to Texas Bit	1 of 2

For many years, the City of Benbrook has partnered with Tarrant County to complete the City's annual Street Rehabilitation Program, with the County historically performing the majority of the work. In more recent years, Tarrant County has completed a much smaller portion of the program. For the current year, Tarrant County has indicated a willingness to participate, however, the County has not yet formally committed to do so. To maintain schedule certainty and ensure timely delivery of the program, staff is moving forward with Texas Bit through existing interlocal agreements.

The proposed asphalt overlay work will be completed under the City's existing interlocal agreement with Dallas County. Reclaim, milling, and striping services will be completed under the City's existing interlocal agreement with Ellis County. The total contract amount with Texas Bit is \$2,152,165.46

This year's Street Rehabilitation Program is part of the City's five-year Capital Improvement Program (CIP) approved by City Council. For Fiscal Year 2025-2026, the City allocated \$2.5 million for street overlays and \$500,000 for concrete infrastructure repairs. Subject to approval of the Texas Bit contract, the remaining overlay budget will be reserved for the purchase of asphalt materials in the event an agreement is finalized with Tarrant County. The portion of the program addressed by this action will repair approximately 24,320 linear feet of roadway, as detailed in Table 1.

Texas Bit has consistently delivered high-quality work for the City in prior years, most recently completing the 2025 Street Maintenance Program.

Table 1 – Proposed Streets				
Milling and Overlay Streets				
Street	From Cross Street	To Cross Street	Length (ft)	Width (ft)
Mildred Ln	Cozby South St	Sproles Dr	2,200	28
Paul St	Cozby South St	Mildred Ln	260	28
Cozby St W	Cozby South St	Dead End	480	28
Bryant St	Cozby South St	Usher St	1,000	28
Cozby South St	Sproles Dr	Bryant St	1,200	38
Cozby South St	Bryant St	Usher St	430	28
Cozby South St	Usher St	Wade Hampton St	430	24
Warden St	Cozby South St	Dead End	460	28
Park Center St	Cozby South St	Dead End	475	28

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
CITY MANAGER		CITY SECRETARY
		DATE:

Table 1 – Proposed Streets				
Milling and Overlay Streets				
Street	From Cross Street	To Cross Street	Length (ft)	Width (ft)
Cozby South St	Wade Hampton St	Duane St	1,500	28
Duane St	Dead End	Cozby South St	700	28
John Reagan St	Dead End	Vernon Castle Ave	1,650	28
Park Center St	Cozby South St	Vernon Castle Ave	1,120	28
Bryant St	Cozby South St	Vernon Castle Ave	1,290	28
Estes St	Cozby South St	Mildred Ln	1,980	28
Cozby West St	Cozby South St	Vernon Castle Ave	1,250	28
Benbrook Terrace	Cozby South St	Mildred Ln	1,700	28
Eric Ln	Cozby South St	Benbrook Terrace	475	28
Vernon Caste	Cozby South St	Sproles Dr	1,070	28
Sproles	Winscott Rd	Vernon Castle Ave	1,860	41
Reclaim Street				
Williams Rd	Chapin Rd	Llano Ave	2,790	42
Striping Location				
Williams Rd	Chapin Rd	Llano Ave		

FINANCING

The following street maintenance contracts will be funded by the Public Works operating budget.

• Milling Cost Estimate	\$ 297,439.80
• Overlay Cost Estimate	\$1,095,313.76
• Reclaim Cost Estimate	\$ 743,181.60
• Striping Cost Estimate	\$ 16,230.30
Total Cost Estimate	\$2,152,165.46

RECOMMENDATION

Staff recommends that the City Council approve the street maintenance contracts with Texas Bit for \$2,152,165.46.



A CRH COMPANY

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062
Phone: (214) 741-3531

PROPOSAL AND CONTRACT

(Ellis County Pavement Rehabilitation and Resurfacing Services - RFB NO 2024-010)

To: City of Benbrook

Effective Date: October 22, 2025

Texas Materials Group, Inc., offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the annual bid "Ellis County Pavement Rehabilitation and Resurfacing Services - RFB NO 2024-010.

Description of Work and Price: Haul off approximately 2 inches of Existing Asphalt Material and Provide Traffic Control For Haul Off Work

<u>Location</u>	<u>Limits</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Approx. Total</u>
Various Locations	See Attached Sheet	2" Haul Off	70,819	\$4.20	\$297,439.80
					\$297,439.80

*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by Texas Materials Group, Inc

This estimate expires 30 days from the date of the estimate.

ACCEPTED: City of Benbrook

W. L. Warner

Account Manager

214-926-9072

William.Warner@Texasbit.com

Date

10/22/2025

TEXASBIT ESTIMATE ONLY**City of Benbrook****Revised**

October 22, 2025

Location/Street	Limit Start	Limit End	Length	Width	Haul Off Inches	Haul Off SY	Cost Per Inch Haul Off	Total Haul Off Cost
Mildred Ln	Cozby South	Sproles	2200	28	2	6845	\$ 2.10	\$ 28,749.00
Paul St	Cozby South	Mildred	260	28	2	809	\$ 2.10	\$ 3,397.80
Cozby St	Cozby South	Dead End	480	28	2	1494	\$ 2.10	\$ 6,274.80
Bryant St	Cozby South	Usher	1000	28	2	3112	\$ 2.10	\$ 13,070.40
Cozby South	Sproles	Bryant	1200	38	2	5067	\$ 2.10	\$ 21,281.40
Cozby South	Bryant	Usher	430	28	2	1338	\$ 2.10	\$ 5,619.60
Cozby South	Usher	Wade Hampton	430	24	2	1147	\$ 2.10	\$ 4,817.40
Warden St	Cozby South	Dead End	460	28	2	1432	\$ 2.10	\$ 6,014.40
Park Center St	Cozby South	Dead End	475	28	2	1478	\$ 2.10	\$ 6,207.60
Cozby South St	Wade Hampton	Duane	1500	28	2	4667	\$ 2.10	\$ 19,601.40
Duane St	Dead End	Cozby South	700	28	2	2178	\$ 2.10	\$ 9,147.60
John Reagan St	Dead End	Vernon Castle	1650	28	2	5134	\$ 2.10	\$ 21,562.80
Park Center St	Cozby South	Childers	1120	28	2	3485	\$ 2.10	\$ 14,637.00
Bryant St	Cozby South	Childers	1290	28	2	4014	\$ 2.10	\$ 16,858.80
Estes St	Cozby South	Childers	1980	28	2	6160	\$ 2.10	\$ 25,872.00
Cozby W St	Cozby South	Vernon Castle	1250	28	2	3889	\$ 2.10	\$ 16,333.80
Benbrook Terrace	Cozby South	Mildred	1700	28	2	5289	\$ 2.10	\$ 22,213.80
Eric Ln	Cozby South	Benbrook Terr	475	28	2	1478	\$ 2.10	\$ 6,207.60
Vernon Castle	Cozby South	Sproles	1070	28	2	3329	\$ 2.10	\$ 13,981.80
Sproles	Winscott	Vernon Castle	1860	41	2	8474	\$ 2.10	\$ 35,590.80

\$ 297,439.80



A CRH COMPANY

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062
Phone: (214) 741-3531

PROPOSAL AND CONTRACT

(Ellis County Pavement Rehabilitation and Resurfacing Services - RFB NO 2024-010)

To: City of Benbrook

Effective Date: October 22, 2025

Texas Materials Group, Inc., offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the annual bid "Ellis County Pavement Rehabilitation and Resurfacing Services - RFB NO 2024-010".

Description of Work and Price: Pulverize existing roadway, haul off excess material, mix in approximately 24 lbs/SY of Cement, Recompect, and Make Ready for Asphalt. Place hot mix asphalt paving @ approximately 460 lbs/SY

<u>Location</u>	<u>Limits</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Approx. Total</u>
Williams Rd	See Attached Sheet	Mobilization	1	\$0.00	\$0.00
Williams Rd	See Attached Sheet	4" Overlay Balanced Mix Design	13,020	\$38.80	\$505,176.00
Williams Rd	See Attached Sheet	Cement Stablization - 24 lbs per SY	13,020	\$9.88	\$128,637.60
Williams Rd	See Attached Sheet	4" Haul Off	13,020	\$8.40	\$109,368.00
					<u>\$743,181.60</u>

*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by Texas Materials Group, Inc

This estimate expires 30 days from the date of the estimate.

ACCEPTED: City of Benbrook

W. L. Warner

Account Manager

214-926-9072

William.Warner@Texasbit.com

Date _____

Date

10/22/2025

TEXASBIT ESTIMATE ONLY

City of Benbrook

Revised

October 22, 2025

Tons: 2,995

Location/Street	Limits	Length	Width	Haul Off Inches	Paving SY	Haul Off SY	Cement Stabilization SY	Cement Lb/SY	Cement Tons	Inches	#/s/ SY	Depth's/y	HMA Tons	Ty-Mix	Cost Per SY Furnish and Install 4"	Cost Per Inch Haul Off	Cost Per SY Stabilization	Total Stabilization Cost	Total Haul Off Cost	Total HMA Cost	Mob Charge	Total Street Cost
Williams Rd	Chapin to Llano	2790	42	4	13020	13020	13020	24	157	4	115	460	2995	TY - D	\$ 38.80	\$ 2.10	\$ 9.88	\$128,637.60	\$109,368.00	\$505,176.00	\$ -	\$ 743,181.60

\$ 743,181.60



A CRH COMPANY

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062
Phone: (214) 741-3531

PROPOSAL AND CONTRACT
(Dallas County Interlocal Agreement)

To: City of Benbrook

Effective Date: October 22, 2025

Texas Materials Group, Inc., offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Dallas County Interlocal IFB-2022-046-696.

Description of Work and Price: Mobilize asphalt crew, provide traffic control for paving operations, and place hot mix asphalt paving at approximately 230 lbs/SY

<u>Location</u>	<u>Limits</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Approx. Total</u>
City of Benbrook	See Attached Sheet	Mobilization	1	\$2,000.00	\$2,000.00
City of Benbrook	See Attached Sheet	Asphalt by the Ton	8,152	\$133.38	\$1,087,313.76
City of Benbrook	See Attached Sheet	Traffic Control	4	\$1,500.00	\$6,000.00
					\$1,095,313.76

*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: City of Benbrook

W. L. Warner

Account Manager

214-926-9072

William.Warner@Texasbit.com

Date _____



Texas Materials Group, Inc

420 Decker Drive Ste. 200

Irving, TX 75062

Telephone No.: 214-741-3531

Fax No.: 214-742-3540

Contact: Thad Traverse
(469)-216-7135
Project Name: City of Benbrook Striping
Street Name: Williams Rd
Date: October 22nd, 2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	REFLECTIVE PAV MRK TY I (Y) 4"	4,552.00	LF	1.10	5,007.20
2	REFLECTIVE PAV MRK TY I (W) 4"	4,571.00	LF	1.10	5,028.10
3	REFLECTIVE PAV MRK TY I (W) 6"	4,316.00	LF	1.25	5,395.00
4	REFLECTIVE PAV MRK TY I (W) 24"	25.00	LF	12.00	300.00
5	PREFAB PAV MRK TY B (W) (TURN ARROW)	1.00	EA	250.00	250.00
6	PREFAB PAV MRK TY B (W) (STRAIGHT ARROW)	1.00	EA	250.00	250.00
GRAND TOTAL					\$16,230.30

NOTES:

1. TEXAS BIT is providing this quote based on a verbal request from the Owner. TEXAS BIT makes no guarantees as to the adequacy of the design for the above quoted items and is providing this quote based solely on information provided by the owner.
2. Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price. The prices quoted are binding for 30 days. After such time, the prices are subject to escalation.
3. Payment terms will be 30 days from invoice.
4. TEXAS BIT will mobilize on the project one time. Any additional mobilizations are \$5,000 per mobilization.
5. Bonds (payment and performance) and AGC fees are not included.
6. This quote does not include the following: testing, engineering / staking, / pavement markings other than shown, utility adjustments, permits, SWPPP, backfill of curb, backfill of pavement/ tree trimming/clearing other than specified.
7. This quote is based on measurements provided by owner.
8. Sales and other taxes are not included in this quote, but a "Tax Exempt Certificate" is required in order that taxes are not charged against work performed.
9. All work not covered by a specific pay item or stated subsidiary will be billed as time & equipment force account work.
10. This quote and its exclusions and notes are to become an attachment to any subcontract agreement between Owner and/or

General Contractor and TEXAS BIT.

11. Prices firm through 12/31/2026. Prices will terminate on 1/01/2027.

12. This quote based on all utilities being a minimum of 18 inches below the existing surface and the owner guarantees as such and assumes all liabilities and costs should any utilities be damaged in this area.

Sincerely,
Texas Materials Group, Inc.

Thad Traverse
Project Estimator

City of Benbrook

Authorized Agent

Name & Title



City of Benbrook

CITY COUNCIL COMMUNICATION

DATE: 02/19/26	REFERENCE NUMBER: C-388	SUBJECT: Design Contract to Freese and Nichols for the Dutch Branch Park Improvements Project	PAGE: 1 of 2
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City Council expressed interest in making improvements to Dutch Branch Park, including replacing all asphalt parking lots with concrete, improving park drainage, adding parking lot lights, and completing other ancillary projects.

During its December 18, 2025 meeting, the City Council approved an updated five-year Capital Improvement Program (CIP) that includes the design of the Dutch Branch Park improvements identified in Table 1.

Table 1 - Dutch Branch Park Improvement Project Priority List
Phase 1
Engineering Design (paving, lighting, drainage)
Front Parking Lot Paving
Lighting - Front Parking Lot
Irrigation Replacement
Signage & Wayfinding
Drainage Improvements
Restroom Improvements
Beacons for the Low Water Crossing
Phase 2
Rear Parking Lot Paving
Lighting - Rear Parking Lot
Interior Road and Access Gates
Rear Access Road
Phase 3
Andy Wayman Drive Paving
Tennis/Pickleball Parking Lot Paving
Tennis/Pickleball New Parking Lot Paving

The design contract agreement with Freese and Nichols covers the design of all three (3) phases, but does not include any construction services. The approved CIP for the current fiscal year identifies funding for construction of Phases 1 and 2; however, actual construction contracts will require separate approval by Council and are not part of this agreement. Phase 3 construction will be planned for a future fiscal year as funding becomes available.

Restroom improvements and installation of the low water crossing beacons will be performed by City staff.

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

DATE: 02/19/26	REFERENCE NUMBER: C-388	SUBJECT: Design Contract to Freese and Nichols for the Dutch Branch Park Improvements Project	PAGE: 2 of 2
The general project schedule is as follows: • Design completed – 7 months after Notice to Proceed • U.S. Army Corps of Engineers (USACE) review – 2 months after final design submittal • Incorporate USACE comments, bid, and award construction contract – 3 months • Construction start – 1 month after contract award • Construction completion – 12 months after award contract award <u>FINANCING</u> The Stormwater Utility Fund will be used to fund the drainage-related components of the project, and General Fund Reserves will be used to fund the remainder of the project. <u>RECOMMENDATION</u> Staff recommends that the City Council approve the design contract with Freese and Nichols, Inc. for the Dutch Branch Park Improvements Project for \$888,000.			

**Engineering Services Agreement
For
City of Benbrook Engineering Services
Task Order No. 2026-1
Dutch Branch Park Infrastructure Improvement Project**

The Task Order is made pursuant to the terms and conditions of the Engineering Services Agreement executed the 21st day of August, 2025 by and between the CITY and Freese and Nichols, Inc. (CONSULTANT), hereinafter referred to as the Agreement.

The CONSULTANT will perform the professional services as shown in Attachment A, Scope of Services, of this Task Order, which will include the tasks to be performed, the deliverables to be provided by the CONSULTANT, and any milestone schedule for completing the tasks and the deliverables.

Compensation to the CONSULTANT for the services provided pursuant to this Task Order shall be in accordance with Section 4.0 of the Engineering Services Agreement, as further detailed in Attachment B to this Task Order. Attachment B shall include the method and basis for determining the compensation for this Task Order. The maximum amount payable under this Task Order is \$888,000.00, unless amended by a Supplemental Task Order.

The Task Order does not waive any of the Parties' responsibilities and obligations provided under the Engineering Services Agreement.

The Task Order is hereby accepted, acknowledged, and is effective when fully executed below.

CITY:

CONSULTANT:

Signature

Signature

Printed Name

Printed Name

Date

Date

Attachment A
Scope of Services and
Proposed Project Schedule
Dutch Branch Park Paving, Drainage, and Signage Improvements

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the CITY and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, “CONSULTANT” is expanded to include any sub-consultant, including surveyor, employed or contracted by the CONSULTANT.

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (CONSULTANT) will perform professional design services for the City of Benbrook (CITY) for paving, drainage, and illumination improvements at Dutch Branch Park near the intersection of US377 and Winscott Road. CONSULTANT will prepare construction documents including plans, specifications, and opinions of probable construction costs for the purpose of bidding the work in accordance with City standards and budgets, as well as federal, state and local laws.

This scope of work includes landscape architectural and engineering design services. CONSULTANT will be joined by the sub-consultant firms of Spooner & Associates, Inc. for the survey services, CMJ Engineering, Inc. for the geotechnical services, Yaggi Engineering for electrical design services, Charles Gojer & Associates, Inc. for structural design services, GAP Consultants, Inc. for accessibility review services and Hines, Inc. for irrigation design services. The Dutch Branch Park scope of work and fee schedule are based upon the coordinated graphic shown in Attachment C and organized in the following three phases.

The proposed improvements included in the proposed scope of services include the following:

- **Phase 1 – North Parking Lot (Estimated Construction Budget: \$4.1 million)**
 - **Pavement Improvements** – Provide design for pavement improvements consisting of removal of the existing asphalt pavement within the north parking lot and driveway (from Winscott Road to Dutch Branch Park Road) and replacement with concrete pavement. Parking lot pavement markings and signage will be included.
 - **Drainage Improvements** – Provide design for drainage improvements including: (1) culvert and headwall replacement along Cary Conklin Drive; (2) channel and culvert improvements on the east side of the parking lot; (3) drainage channel and culvert improvements along the south side of the parking lot and playground; and (4) culvert and headwall replacement along the service road to City maintenance yard.
 - **Lighting Improvements** – Provide design for parking lot lighting improvements consisting of LED luminaires mounted on standard parking lot height poles located within the raised medians. Construction and installation of these improvements will be completed at a later date by others.
 - **Landscape Improvements** – Provide design for landscape improvements within the raised medians of the parking lot. Construction and installation of these improvements will be completed at a later date by others.

- **Irrigation Improvements** – Provide evaluation of existing irrigation system and existing pump capacity. Assess whether pump size upgrades would improve irrigation efficiency for the CITY. Provide design for irrigation improvements for the areas outlined in Attachment C. Extents of installed irrigation improvements will depend on the available budget.
- **Park Entry Monument Signage** – Provide design for one (1) CITY standard monument sign at the Cary Conklin Drive entrance.
- **Wayfinding Signage** – Provide design for wayfinding signage consisting of: two (2) signs along Cary Conklin Drive; one (1) sign at the playground; one (1) sign at the concession stand/restroom; and one (1) sign at the existing soccer field. Wayfinding signs at the concession stand and playground shall include an overall park map.
- **Equestrian Trail Wayfinding Signage** – Provide design for one (1) wayfinding sign for the Equestrian Trail located along Lake Shore Drive.
- **Baseball Field and Restroom Identity Signage** – Provide design for identity signage improvements for five (5) baseball fields and two (2) restroom facilities.
- **Phase 2 – South Parking Lot (Estimated Construction Budget: \$1.5 million)**
 - **Pavement Improvements** – Provide design for pavement improvements consisting of removal of the existing asphalt pavement within the south parking lot (adjacent to the FWISD baseball and softball fields), the driveway connection to Lake Shore Drive, and the driveway serving the City maintenance yard, and replacement with concrete pavement. Parking lot pavement markings and signage will be included.
 - **Lighting Improvements** – Provide design for parking lot lighting improvements consisting of LED luminaires mounted on standard parking lot height poles located within the raised medians, at parking lot, at driveway to Lake Shore Drive and at intersection of Beach Road and Lake Shore Drive. Construction and installation of these intersection lighting improvements will be completed this project; however, all other improvements will be completed at a later date by others.
 - **Landscape Improvements** – Provide design for landscape improvements within the raised medians of the parking lot. Construction and installation of these improvements will be completed at a later date by others.
 - **Vehicular Gates** – Provide design for vehicular gate improvements at the following locations: (1) the intersection of Beach Road and Lake Shore Drive; (2) the south parking lot entrance; (3) the north parking lot entrance; (4) the driveway serving the City maintenance yard; and (5) both sides of the low water crossing along Lake Shore Drive.
- **Phase 3 – West Parking Lot (Estimated Construction Budget: \$1.3 million)**
 - **Pavement Improvements** – Provide design for pavement improvements consisting of removal of the existing asphalt pavement along Andy Wayman Drive and within the west parking lot (serving the tennis/pickleball courts), and replacement with concrete pavement. Provide design for pavement improvements associated with the new tennis/pickleball court parking lot. Parking lot pavement markings and signage will be included.
 - **Lighting Improvements** – Provide design for parking lot lighting improvements consisting of LED luminaires mounted on standard parking lot height poles located

within the raised medians. Construction and installation of these improvements will be completed at a later date by others.

It is assumed that all improvements identified for Phases 1 and 2 will be prepared and issued as a single bid package. Phase 3 will be included in the construction documents as a bid alternate.

If the overall program, project limits, or associated construction budget increases beyond the assumptions established at the time of execution of this Agreement, or if the CITY directs inclusion of additional bid alternates, value engineering options, or program elements beyond those reasonably contemplated in this Scope of Services, such direction shall constitute a material change in scope.

Upon occurrence of such change, CONSULTANT shall be entitled to an equitable adjustment in scope, schedule, and compensation. CONSULTANT shall not be required to proceed with additional or expanded services until the parties have executed a written amendment establishing the revised scope, fee, and schedule.

Any delay resulting from the evaluation, negotiation, or authorization of such changes shall result in a corresponding extension of the project schedule.

WORK TO BE PERFORMED

BASIC SERVICES

- Task 1. Design Management
- Task 2. Conceptual Design (30%)
- Task 3. Preliminary Design (60%)
- Task 4. Final Design (90% and 100%)
- Task 5. Bid Phase Services
- Task 6. Construction Phase Services

SPECIAL SERVICES

- Task 7. Topographic Survey
- Task 8. Geotechnical Design
- Task 9. Project Permitting

BASIC SCOPE OF SERVICES

The basic scope of services proposed for this project includes the following:

TASK 1. DESIGN MANAGEMENT.

CONSULTANT will manage the work outlined in this scope to ensure efficient and effective use of CONSULTANT's and CITY's time and resources. CONSULTANT will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- CONSULTANT will prepare for and conduct one (1) internal project kickoff meeting.
- CONSULTANT will prepare for and conduct one (1) external project kickoff meeting with CITY staff and will review the park programming elements.
- CONSULTANT will prepare and attend up to four (4) project meetings with CITY project manager.
- CONSULTANT will prepare and submit twelve (12) progress reports and invoices.
- CONSULTANT will conduct and document up to three (3) site visits.
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates as necessary.

ASSUMPTIONS

- Assumes up to five (5) project meetings with CITY project manager.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Baseline design schedule

TASK 2. CONCEPTUAL DESIGN (30%).

Conceptual (30%) Design will be submitted to CITY per the approved Project Schedule.

CONSULTANT will provide Conceptual Design services to the CITY with the following design components:

2.1 Data Collection

- CONSULTANT will utilize the topographic survey information provided in this scope of, along with other base information provided by the City to FNI for this scope of services in the development of a project base map. The existing conditions base map will include the following:
 - Google Earth and/or NearMap aerial photograph
 - Utility (as-builts or record drawings) data including underground/at-grade/overhead utility locations, type size and owner name.
 - Topographical survey data
 - Previously prepared drainage studies (if applicable)
 - FEMA flood boundary maps (if applicable)
 - Property information including property lines, easements, ROW limits (as available)

2.2 Parking Lot Layout Alternative Exhibits (including parking lot layouts, alternative parking locations, drainage channel alignments)

- Parking Lot Layout Alternative 1 - Similar to Current Layout
 - Raised Islands - Intermittent and End of Parking Space Rows
- Parking Lot Layout Alternative 2 - Revised Layout
 - Raised Access Aisle Between Entrance Road and Parking Spaces
 - Raised Islands - Intermittent and End of Parking Space Rows
- Parking Lot Layout Alternative 3 - Revised Layout
 - Raised Access Aisle Between Entrance Road and Parking Spaces
 - Raised Islands - Intermittent and End of Parking Space Rows
 - Additional Parkway Near Existing Drainage Channel and YMCA (Underground Drainage and USACE Approval Required)

2.3 Wayfinding, Identity, Kiosk and Equestrian Signage Alternatives

- Consultant will develop up to two (2) alternatives per signage type exploring wayfinding, identity, kiosk and equestrian signage locations, size, materials and sign aesthetics.

- Consultant will attend two (2) review meetings with the city to engage the CITY and USACE for feedback and comment.

2.4 Opinion of Probable Construction Cost

- CONSULTANT will prepare an Opinion of Probable Construction Cost for three (3) alternative parking lot layouts, wayfinding identity, kiosk and equestrian signage.

2.5 Quality Assurance / Quality Control

- CONSULTANT will conduct a review of the exhibits and OPCC prior to submitting the 30% documents to the CITY.

2.6 Plan Review Process

- Attend one (1) design review meeting after the submittal of the 30% design.

ASSUMPTIONS

- CONSULTANT will provide CITY with an electronic PDF of the alternative exhibits and OPCC. No hard copies will be provided.
- CONSULTANT will not proceed with Preliminary Design activities without written approval by the CITY of the Conceptual Design Package.

DELIVERABLES

A. Conceptual (30%) Design Package, including alternative exhibits and OPCC.

TASK 3. PRELIMINARY DESIGN (60%).

Preliminary (60%) Design will be submitted to CITY per the approved Project Schedule.

3.1 Plans

- CONSULTANT will provide Preliminary Design services to the CITY with the following design plans:

GENERAL IMPROVEMENTS

- COVER SHEET
- INDEX OF SHEETS
- GENERAL NOTES
- SURVEY CONTROL AND PROJECT LAYOUT
- EROSION CONTROL PLAN
- EROSION CONTROL DETAILS
- REMOVAL PLAN

PAVEMENT IMPROVEMENTS

- PAVEMENT KEY MAP
- PARKING LOT LAYOUT
- PARKING LOT GRADING PLAN
- ROADWAY PLAN AND PROFILE
- PAVEMENT DETAILS

DRAINAGE IMPROVEMENTS

- DRAINAGE AREA MAP
- DRAINAGE CALCULATIONS
- DRAINAGE KEY MAP
- STORM DRAIN PLAN AND PROFILE
- CHANNEL PLAN AND PROFILE
- DRAINAGE DETAILS

SIGNING AND PAVEMENT MARKING IMPROVEMENTS

- SIGNING AND PAVEMENT MARKING PLAN
- SIGNING AND PAVEMENT MARKING DETAILS

ILLUMINATION IMPROVEMENTS

- ILLUMINATION PLAN
- ILLUMINATION DETAILS

LANDSCAPING IMPROVEMENTS

- LANDSCAPE PLANTING PLAN
- LANDSCAPE PLANTING DETAILS
- IRRIGATION PLAN
- IRRIGATION DETAILS

SITE IMPROVEMENTS

- PARK ENTRY MONUMENT SIGNAGE PLAN AND DETAILS
- WAYFINDING SIGNAGE PLAN AND DETAILS
- IDENTITY SIGNAGE PLAN AND DETAILS

3.2 Specifications

- CONSULTANT will prepare Specifications based on the 60% design. CONSULTANT will utilize the CITY-provided front-end specifications.

3.3 Opinion of Probable Construction Cost

- CONSULTANT will prepare Opinion of Probable Construction Cost based on the 60% design.

3.4 Quality Assurance / Quality Control

- CONSULTANT will conduct a Quality Control review of the design plans, OPCC, and specifications manual prior to submitting the 60% documents to the CITY.

3.5 Plan Review Process

- Attend one (1) design review meeting after the submittal of the 30% design.

ASSUMPTIONS

- Two (2) 11x17 Half Size Sets and One (1) PDF set of design drawings will be provided for CITY review.
- CONSULTANT will not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.
- Assumes no City of Benbrook or franchise utility relocations will be required.
- 60% preliminary design drawings and estimate of probable construction cost will be reviewed by CITY

DELIVERABLES

- A. 60% preliminary design drawings
- B. Detailed estimate of probable construction cost, including summaries of bid items and quantities.

TASK 4. FINAL DESIGN (90% and 100%).

- Final (90% and 100%) Design will be submitted to CITY per the approved Project Schedule.

4.1 Plans

- CONSULTANT will provide Final Design services to the CITY by finalizing the design drawings submitted during the Preliminary Design phase.
- CONSULTANT will provide Final Design services to the CITY by progressing the design sheets from previous submittal (see list of sheets in previous task):

GENERAL IMPROVEMENTS

ROADWAY IMPROVEMENTS

DRAINAGE IMPROVEMENTS

SIGNING AND PAVEMENT MARKING IMPROVEMENTS

ILLUMINATION IMPROVEMENTS

LANDSCAPE IMPROVEMENTS

IRRIGATION IMPROVEMENTS

SITE IMPROVEMENTS

4.2 Specifications

- CONSULTANT will prepare a specifications manual for the 90% and 100% design.

4.3 Opinion of Probable Construction Cost

- CONSULTANT will prepare Opinion of Probable Construction Cost based on the 90% and 100% design.

4.4 Plan Review Process

- CONSULTANT will conduct a Quality Control review of the design plans, OPCC, and specifications manual prior to submitting the 90% and 100% documents to the CITY.
- Attend one (1) design review meeting after the submittal of the 90% and 100% design
- Following the 90% design review meeting with the CITY, CONSULTANT will submit Final (100%) Design plans, specifications, and OPCC to the CITY per the approved Project Schedule. Each plan sheet will be stamped, dated, and signed by the landscape architect and engineer registered in the State of Texas.

ASSUMPTIONS

- For projects that disturb an area greater than one (1) acre, the contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies. CONSULTANT will prepare the erosion control plans which will be incorporated into the SWPPP by the Contractor.
- 90% design package will consist of four (4) copies of half size (11"x17") drawings, four (4) copy of full size (22"x34") drawings, one (1) copy of the project specifications, one (1) copy of the 90% estimate of probable construction cost, and PDF copy of the above items.
- Final design package will consist of four (4) copies of half size (11"x17") drawings, four (4) copy of full size (22"x34") drawings, one (1) copy of the project specifications, one (1) copy of the 100% estimate of probable construction cost, and PDF copy of the above items. In addition, electronic drawing base files (.dwg) will be provided to the CITY.

DELIVERABLES

- A. Final (90%) Design Package, including plans, specifications, OPCC.
- B. Final (100%) Design Package, including plans, specifications, OPCC.

TASK 5. BID PHASE SERVICES.

5.1 Bid Support

- CONSULTANT will provide notice to bidders. CITY will be responsible for posting advertisement in newspaper.
- CONSULTANT will post plans on online bidding website (CivCast) that is monitored by local plan rooms.
- CONSULTANT will attend one (1) pre-bid meeting, answer questions from potential bidders, and prepare addenda if necessary.
- CONSULTANT will attend one (1) bid opening, prepare bid tabulation and make recommendation of award to the CITY.
- CONSULTANT will incorporate all addenda into the contract documents and issue conformed set of documents for construction

ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- 3 sets of conformed plans and specifications will be delivered to the CITY and made available by PDF. The conformed plans will consist of half size 11x17 drawings.

DELIVERABLES

- A. Addenda
- B. Bid Tabulation
- C. Recommendation of Award
- D. Conformed Construction Documents

TASK 6. CONSTRUCTION PHASE SERVICES.

6.1 Construction Support

- As requested by the CITY, the CONSULTANT will provide necessary interpretations and clarifications of contract documents.
- Make ten (10) construction observation visits to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of the work associated with construction and to attempt to determine if the work is proceeding in accordance with the Construction Contract Documents. In this effort, CONSULTANT will endeavor to protect the CITY against defects and

deficiencies in the work of the Contractor and will report any observed deficiencies to CITY. The CITY will be responsible for the day to day administration of the construction contract. It is understood that CONSULTANT does not guarantee the Contractor's performance, nor is CONSULTANT responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CONSULTANT will not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any work of the Project.

- CONSULTANT will review up to six (6) shop drawings during construction.
- Conduct, in company with CITY's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the CITY in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service and will not be performed unless authorized in advance by the CITY.
- Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" will be provided by CONSULTANT to CITY.

ASSUMPTIONS

- Assumes Shop Drawing and RFI reviews as necessary per the plans and specifications to assist the CITY during construction.
- Assumes shop drawings as noted above will be reviewed by the CONSULTANT as required per the drawings and specifications. If additional reviews are required, CONSULTANT and CITY will evaluate any required additional costs not covered in this scope of work.
- Materials testing will be provided and completed by the CITY

DELIVERABLES

- A. Response to Contractor's Request for Information
- B. Shop Drawing reviews
- C. Record Drawings

SPECIAL SCOPE OF SERVICES

The special scope of services proposed for this project includes the following:

TASK 7. TOPOGRAPHIC SURVEY

7.1 Topographical Survey

- Establish project control at 500-foot intervals throughout the project area using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96, North Central Zone (4202) and scaled to surface by using the surface adjustment factor for Fort Worth (1.00012). The vertical values will be established by a closed level circuit and based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B.
- Design survey of the proposed area to include pavement edges, curb and gutter, headwalls, culverts, signs, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.
- Provide a digital design survey drawing in Microstation and/or AutoCAD formats prepared to CONSULTANT CADD standards showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.
- Provide topographic survey based on the limits of proposed improvements shown on Attachment C.

DELIVERABLES

- A. Survey drawing in Microstation and/or AutoCAD formats showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.

TASK 8. GEOTECHNICAL DESIGN

CONSULTANT will provide geotechnical engineering support for the design of concrete pavement and subgrade stabilization, and illumination foundation design. The following geotechnical engineering work will be completed:

8.1 Field Exploration

- Select and mark up to nine (9) boring locations and notify Texas 811 and CITY departments to request location and marking of existing underground utilities prior to the field exploration.
- The borings are anticipated to be drilled through the existing pavement. Traffic control will be set up to close one lane of traffic and route vehicles around the drilling zone. It is assumed that no flagmen will be needed to direct the traffic.

- Subcontract with a geotechnical drilling contractor to drill up to nine (9) borings ranging from a depth of 10 feet to 20 feet. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. At completion, the boreholes will be backfilled with auger cuttings and the pavement patched (borings drilled through pavement).
- Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy will be provided per the Unified Soil Classification System (USCS).

8.2 Laboratory Testing

- Testing will be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. CONSULTANT will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
- Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Dry unit weight
 - d. Unconfined compressive strength
 - e. One-dimensional swell (restrained)
 - f. pH lime determination
 - g. Soluble sulfate content

8.3 Geotechnical Report

- Prepare a geotechnical report of the investigation to include:
 - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.

- c. Concrete and flexible pavement thickness calculations and subgrade treatment recommendations will be provided.
- d. General discussion of expected construction-related issues.
- e. Earthwork-related recommendations for use during development of the plans and specifications.
- f. Recommendations for foundation systems, bearing capacities, estimated settlement, potential vertical rise, CBR, Proctor, seismic design, soil profiles.

TASK 9. PROJECT PERMITTING

9.1 TDLR Permitting

- CONSULTANT will provide Texas Department of Licensing and Regulation (TDLR) permitting support for the CITY, as follows:
 - a. Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
 - b. CONSULTANT is responsible for providing plans that are in compliance with TDLR requirements.
 - c. Submit construction documents to the TDLR.
 - d. Completing all TDLR forms/applications necessary.
 - e. Obtain the Notice of Substantial Compliance from the TDLR.
 - f. Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
 - g. Responding to agency comments and requests.
 - h. All costs associated with TDLR plan review and inspections are to be paid by CONSULTANT and reimbursed by the CITY during the project.

9.2 USACE Permitting

- CONSULTANT will attend up to four (4) meetings with the United States Army Corps of Engineers (USACE) to receive written approval for the construction of the maintenance project. It is assumed that no environmental assessment or report will be necessary for the project and no forms or easement will need to be prepared for USACE approval of the project.

ASSUMPTIONS

- JTDLR submittal and review preparation will be filed within 20 days of signing and sealing the final construction documents.

DELIVERABLES

- A. Copies of Review Applications
- B. Copies of approved project compliance with TDLR.

ADDITIONAL SERVICES

Additional Services not included in the existing Scope of Services – CITY and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project will be agreed upon in writing by both parties before the services are performed. These additional services include the following:

1. Services related to development of the CITY's project financing and/or budget.
2. Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
3. Construction management and inspection services.
4. Performance of materials testing or specialty testing services.
5. Services necessary due to the default of the Contractor.
6. Services related to damages caused by fire, flood, earthquake or other acts of God.
7. Services related to warranty claims, enforcement and inspection after final completion.
8. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
9. Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
10. Surveying or SUE services other than those stated above.
11. Design of video surveillance or remote status monitoring systems.
12. Pedestrian bridge design.
13. Preparation of USACE 404 Permits, FEMA (CLOMR or LOMR) submittals.

14. Settlement studies if soft soils are encountered.
15. Environmental permitting and documentation.
16. USACE permitting, forms and documentation.
17. Renderings, models, or mock-ups of the proposed improvements.

Project Schedule

If CONSULTANT's performance of the outlined services is delayed, disrupted, or extended through no fault of CONSULTANT, CONSULTANT shall be entitled to an equitable adjustment to the Project schedule and, if applicable, to compensation. Delays may include, but are not limited to, CITY review periods exceeding the agreed review duration; delays in receipt of information, data, decisions, or approvals required from CITY; delays in regulatory or governmental agency reviews or approvals; changes in scope initiated by CITY or third parties; Suspension of Services by CITY; unforeseen conditions outside CONSULTANT's reasonable control.

The Project schedule shall be extended by a duration reasonably equivalent with the delay. If such delay results in additional labor, rework, remobilization, extended project management, or impacts to staffing or escalation in costs, CONSULTANT shall be entitled to an equitable adjustment in compensation.

CONSULTANT shall not be responsible for damages, costs, or impacts resulting from delays caused by others.

Below is a summary of the anticipated project schedule.

Basic Services		
Task	Task Title	Time of Completion
1	Project Management	Runs through the entirety of the project
2	Conceptual Design (30%)	4 months from completion of Task 7. Topographical Survey
3	Preliminary Design (60%)	6 months from completion of Task 2
4	Final Design (90% and 100%)	7 months from completion of Task 3
5	Bid Phase Services	3 months from completion of Task 4
6	Construction Phase Services	Runs through the entirety of the construction phase of the project

Special Services		
Task	Task Title	Time of Completion
7	Topographic Survey	2 months from notice to proceed
8	Geotechnical Design	3 months from notice to proceed
9	Project Permitting	Runs through Task 2 to 4 of the project

Note: The anticipated project schedule excludes CITY or third-party agency review time.

Attachment B
Design Cost Estimate and Fee Schedule

City of Benbrook, Texas Dutch Branch Park Improvements 1/30/2026 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	\$	786,655
	Special Services	\$	101,345
	Total Project	\$	888,000

Task Description	Labor										Total Hours	Total Labor Effort
	David Buchanan	Sherry Cheng	Christina Camarillo	Brett Bristow	Henry Hartshorn	Justin Oswald	Emily Sestak	Isaac Wood	Todd Buckingham	Richard Provolt		
	PM	APM / Lead	LA	Site Civil	SA	SW	SW	Site Civil	CR			
Task 1 - Design Management												\$ -
Internal Project Setup and Subconsultant Contracting	4	4									8	\$ 1,847
Internal Project Kickoff Meeting	4	4	2	2	2	2	2	2	2		22	\$ 5,453
External Project Kickoff Meeting	6	6		3		3			3		21	\$ 5,532
External Coordination Meeting (up to 4)	20	20		4		9	9	9	9		80	\$ 19,764
Monthly Invoice and Status Reports (up to 12)	12	24									36	\$ 7,810
Site Visits (up to 3)	9	9		6		6	6		3		39	\$ 10,049
Task 2 - Conceptual Design (30%)												\$ -
Data Collection	8	16	20								44	\$ 7,532
Parking Lot Alternative 1	8	20	24	4	2			24			82	\$ 15,254
Parking Lot Alternative 2	8	20	24	4	2			24			82	\$ 15,254
Parking Lot Alternative 3	8	20	24	4	2			24			82	\$ 15,254
Wayfinding, Identity and Equestrian Signage Alternatives	8	16	24	4	2						50	\$ 8,368
OPCC	4	12	20					24			64	\$ 11,480
QA/QC	12	12		16	16	8	20		8		92	\$ 25,335
Deliverables	4										4	\$ 1,091
Design Review Meeting with CITY	8	8		4				4			24	\$ 5,645
Task 3 - Preliminary Design (60%)												\$ -
Design Plans:												\$ -
GENERAL IMPROVEMENTS												\$ -
COVER SHEET	1	2	4	1				4			12	\$ 2,096
INDEX OF SHEETS	1	2	4					4			11	\$ 1,812
GENERAL NOTES	2	4	4	2				4			16	\$ 3,006
SURVEY CONTROL AND PROJECT LAYOUT	2	4	12	1				12			31	\$ 5,095
TYPICAL SECTIONS	2	4	8	1				8			23	\$ 3,909
EROSION CONTROL PLAN	2	8	12	4				16			42	\$ 7,414
EROSION CONTROL DETAILS	1	2	8	1				8			20	\$ 3,283
REMOVAL PLAN	2	8	18	4				20			52	\$ 8,824
PAVEMENT IMPROVEMENTS												\$ -
PAVEMENT KEY MAP	1	2	4	1				4			12	\$ 2,096
PARKING LOT LAYOUT	4	16	24	4				24			72	\$ 12,213
PARKING LOT GRADING PLAN	4	16	24	4				30			78	\$ 13,322
ROADWAY PLAN AND PROFILE	3	14	24	4				24	8		77	\$ 14,041
PAVEMENT DETAILS	2	8	12	2				12			36	\$ 6,106
DRAINAGE IMPROVEMENTS												\$ -
DRAINAGE AREA MAP	3	8	18	4				20			53	\$ 9,086
DRAINAGE CALCULATIONS	3	8	18	4				20			53	\$ 9,086
DRAINAGE KEY MAP	1	2	4	1				4			12	\$ 2,096
STORM DRAIN PLAN AND PROFILE	3	12	18	4				20			57	\$ 9,813
CHANNEL PLAN AND PROFILE	4	12	18	4				20			58	\$ 10,075
DRAINAGE DETAILS	2	4	4	2				4			16	\$ 3,006
SIGNING AND PAVEMENT MARKING IMPROVEMENTS												\$ -
SIGNING AND PAVEMENT MARKING PLAN	3	12	18					20			53	\$ 8,677
SIGNING AND PAVEMENT MARKING DETAILS	2	4	8	2				8			24	\$ 4,193
ILLUMINATION IMPROVEMENTS												\$ -
ILLUMINATION PLAN	1	2	4					4			11	\$ 1,812
ILLUMINATION DETAILS	1	2	4					4			11	\$ 1,812
LANDSCAPING IMPROVEMENTS												\$ -
LANDSCAPING PLANTING PLAN	3	12	18					8			41	\$ 6,459
LANDSCAPING PLANTING DETAILS	2	4	8					4			18	\$ 2,885
IRRIGATION IMPROVEMENTS												\$ -
IRRIGATION PLAN	2	4									6	\$ 1,252
IRRIGATION DETAILS	2	4									6	\$ 1,252
SITE IMPROVEMENTS												\$ -
PARK ENTRY MONUMENT SIGNAGE PLAN AND DET/	2	6	12								20	\$ 2,957
WAYFINDING SIGNAGE PLAN AND DETAILS	2	8	16								26	\$ 3,767
IDENTITY SIGNAGE PLAN AND DETAILS	2	4	8								14	\$ 2,146
Specifications	4	8		4							16	\$ 3,785
OPCC	2	4	16	4				4			30	\$ 5,113
QA/QC				16	32	8	16		12	20	104	\$ 31,740
Deliverables	4										4	\$ 1,091
Design Review Meeting with CITY	8	8		4							20	\$ 4,876
Task 4 - Final Design (90% and 100%)												\$ -
90% DESIGN												\$ -
Progress, Update, Revise Design Plans from Previous Submittal:												\$ -
GENERAL IMPROVEMENTS	4	20	18	4				20			66	\$ 11,991
PAVEMENT IMPROVEMENTS	8	30	60	4				60			162	\$ 27,544
DRAINAGE IMPROVEMENTS	8	26	64	4				70			172	\$ 29,175
SIGNING AND PAVEMENT MARKING IMPROVEMENTS	6	12	18	4				20			60	\$ 11,024
ILLUMINATION IMPROVEMENTS	4	8									12	\$ 2,603
LANDSCAPING IMPROVEMENTS	6	18	18								42	\$ 7,132
IRRIGATION IMPROVEMENTS	4	8									12	\$ 2,503

City of Benbrook, Texas Dutch Branch Park Improvements 1/30/2026 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	\$	786,655
	Special Services	\$	101,345
	Total Project	\$	888,000

Task Description	Labor										Total Hours	Total Labor Effort
	David Buchanan	Sherry Cheng	Christina Camarillo	Brett Bristow	Henry Hartshorn	Justin Oswald	Emily Sestak	Isaac Wood	Todd Buckingham	Richard Provolt		
	PM	APM / Lead	LA	Site Civil	SA	SW	SW	Site Civil	CR			
SITE IMPROVEMENTS	4	8	12								24	\$ 3,845
Specifications	4	8		4							16	\$ 3,785
OPCC	2	4	16					6			28	\$ 4,315
QA/QC				16	32	4	8		12	20	92	\$ 28,746
Deliverables	4										4	\$ 1,091
Design Review Meeting with CITY	8	8		4							20	\$ 4,876
100% DESIGN												\$ -
Progress, Update, Revise Design Plans from Previous Submittal:												\$ -
GENERAL IMPROVEMENTS	2	16	16	4				12			50	\$ 8,919
PAVEMENT IMPROVEMENTS	4	20	27	4				20	8		83	\$ 15,590
DRAINAGE IMPROVEMENTS	2	20	27	4				20			73	\$ 12,492
SIGNING AND PAVEMENT MARKING IMPROVEMENTS	2	4	16	4				12			38	\$ 6,650
ILLUMINATION IMPROVEMENTS	2	4									6	\$ 1,302
LANDSCAPING IMPROVEMENTS	4	16	12								32	\$ 5,511
IRRIGATION IMPROVEMENTS	2	4									6	\$ 1,252
SITE IMPROVEMENTS	2	4	6								12	\$ 1,922
Specifications	4	8		4							16	\$ 3,785
OPCC	2	4	12					4			22	\$ 3,466
QA/QC				16	32	4	2		8		62	\$ 20,231
Deliverables	4										4	\$ 1,091
Task 5 - Bid Phase Services												\$ -
Attend Prebid Meeting	6	6		4							16	\$ 3,952
Respond to Bidder Questions / Issue Addendum	8	24	20	16				20			88	\$ 17,616
Bid Tabulation	1	2	4								7	\$ 1,116
Recommendation of Award	2	4									6	\$ 1,302
Conformed Construction Documents (IFC)	2	4	24					8			38	\$ 5,630
Task 6 - Construction Phase Services												\$ -
Preconstruction Meeting (1)	6	6		4							16	\$ 3,952
Site Visits (10)	30	30		12		10	20				102	\$ 24,883
RFIs (2)	8	16		8							32	\$ 7,570
Record Drawings	2	4	16	4				16			42	\$ 7,419
Review Shop Drawings (6)	12	18		2				6			38	\$ 8,420
Preliminary Punch List	4	8		6							18	\$ 4,208
Final Punch List	4	8		6							18	\$ 4,208
Task 7 - Topographical Survey	4	12	8								24	\$ 4,125
Task 8 - Geotechnical Recommendations	4	12									16	\$ 3,230
Task 9 - Project Permitting												\$ -
TDLR Plan Review and Inspection	4	8									12	\$ 2,503
USACE Coordination	24	40				24			8		96	\$ 23,082
Total Hours / Quantity	419	861	882	267	122	78	83	715	81	40	3,548	
Total Effort												\$ 710,151

City of Benbrook, Texas Dutch Branch Park Improvements 1/30/2026 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	786,655
	Special Services	101,345
	Total Project	888,000

Task Description	Expenses					Total Expense Effort
	Tech Charge	Miles	Meals	Hotel	Other	
Task 1 - Design Management						\$ -
Internal Project Setup and Subconsultant Contracting	8					\$ -
Internal Project Kickoff Meeting	22					\$ -
External Project Kickoff Meeting	21					\$ -
External Coordination Meeting (up to 4)	80					\$ -
Monthly Invoice and Status Reports (up to 12)	36					\$ -
Site Visits (up to 3)	39	150				\$ 109
Task 2 - Conceptual Design (30%)						\$ -
Data Collection	44					\$ -
Parking Lot Alternative 1	82					\$ -
Parking Lot Alternative 2	82					\$ -
Parking Lot Alternative 3	82					\$ -
Wayfinding, Identity and Equestrian Signage Alternatives	50					\$ -
OPCC	64					\$ -
QA/QC	92					\$ -
Deliverables	4					\$ -
Design Review Meeting with CITY	24	50				\$ 36
Task 3 - Preliminary Design (60%)						\$ -
Design Plans:						\$ -
GENERAL IMPROVEMENTS						\$ -
COVER SHEET	12					\$ -
INDEX OF SHEETS	11					\$ -
GENERAL NOTES	16					\$ -
SURVEY CONTROL AND PROJECT LAYOUT	31					\$ -
TYPICAL SECTIONS	23					\$ -
EROSION CONTROL PLAN	42					\$ -
EROSION CONTROL DETAILS	20					\$ -
REMOVAL PLAN	52					\$ -
PAVEMENT IMPROVEMENTS						\$ -
PAVEMENT KEY MAP	12					\$ -
PARKING LOT LAYOUT	72					\$ -
PARKING LOT GRADING PLAN	78					\$ -
ROADWAY PLAN AND PROFILE	77					\$ -
PAVEMENT DETAILS	36					\$ -
DRAINAGE IMPROVEMENTS						\$ -
DRAINAGE AREA MAP	53					\$ -
DRAINAGE CALCULATIONS	53					\$ -
DRAINAGE KEY MAP	12					\$ -
STORM DRAIN PLAN AND PROFILE	57					\$ -
CHANNEL PLAN AND PROFILE	58					\$ -
DRAINAGE DETAILS	16					\$ -
SIGNING AND PAVEMENT MARKING IMPROVEMENTS						\$ -
SIGNING AND PAVEMENT MARKING PLAN	53					\$ -
SIGNING AND PAVEMENT MARKING DETAILS	24					\$ -
ILLUMINATION IMPROVEMENTS						\$ -
ILLUMINATION PLAN	11					\$ -
ILLUMINATION DETAILS	11					\$ -
LANDSCAPING IMPROVEMENTS						\$ -
LANDSCAPING PLANTING PLAN	41					\$ -
LANDSCAPING PLANTING DETAILS	18					\$ -
IRRIGATION IMPROVEMENTS						\$ -
IRRIGATION PLAN	6					\$ -
IRRIGATION DETAILS	6					\$ -
SITE IMPROVEMENTS						\$ -
PARK ENTRY MONUMENT SIGNAGE PLAN AND DETAILS	20					\$ -
WAYFINDING SIGNAGE PLAN AND DETAILS	26					\$ -
IDENTITY SIGNAGE PLAN AND DETAILS	14					\$ -
Specifications	16					\$ -
OPCC	30					\$ -
QA/QC	104					\$ -
Deliverables	4					\$ -
Design Review Meeting with CITY	20	50				\$ 36
Task 4 - Final Design (90% and 100%)						\$ -
90% DESIGN						\$ -
Progress, Update, Revise Design Plans from Previous Submittals						\$ -
GENERAL IMPROVEMENTS	66					\$ -
PAVEMENT IMPROVEMENTS	162					\$ -
DRAINAGE IMPROVEMENTS	172					\$ -
SIGNING AND PAVEMENT MARKING IMPROVEMENTS	60					\$ -
ILLUMINATION IMPROVEMENTS	12					\$ -
LANDSCAPING IMPROVEMENTS	42					\$ -
IRRIGATION IMPROVEMENTS	12					\$ -

City of Benbrook, Texas Dutch Branch Park Improvements 1/30/2026 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services		786,655
	Special Services		101,345
	Total Project		888,000

Task Description	Expenses					Total Expense Effort
	Tech Charge	Miles	Meals	Hotel	Other	
SITE IMPROVEMENTS	24					\$ -
Specifications	16					\$ -
OPCC	28					\$ -
QA/QC	92					\$ -
Deliverables	4					\$ -
Design Review Meeting with CITY	20	50				\$ 36
100% DESIGN						\$ -
Progress, Update, Revise Design Plans from Previous Submittal						\$ -
GENERAL IMPROVEMENTS	50					\$ -
PAVEMENT IMPROVEMENTS	83					\$ -
DRAINAGE IMPROVEMENTS	73					\$ -
SIGNING AND PAVEMENT MARKING IMPROVEMENTS	38					\$ -
ILLUMINATION IMPROVEMENTS	6					\$ -
LANDSCAPING IMPROVEMENTS	32					\$ -
IRRIGATION IMPROVEMENTS	6					\$ -
SITE IMPROVEMENTS	12					\$ -
Specifications	16					\$ -
OPCC	22					\$ -
QA/QC	62					\$ -
Deliverables	4					\$ -
Task 5 - Bid Phase Services						\$ -
Attend Prebid Meeting	16	50				\$ 36
Respond to Bidder Questions / Issue Addendum	88					\$ -
Bid Tabulation	7					\$ -
Recommendation of Award	6					\$ -
Conformed Construction Documents (IFC)	38				500	\$ 550
Task 6 - Construction Phase Services						\$ -
Preconstruction Meeting (1)	16	50				\$ 36
Site Visits (10)	102	605				\$ 439
RFIs (2)	32					\$ -
Record Drawings	42					\$ -
Review Shop Drawings (6)	38					\$ -
Preliminary Punch List	18	100				\$ 73
Final Punch List	18	100				\$ 73
Task 7 - Topographical Survey	24					\$ -
Task 8 - Geotechnical Recommendations	16					\$ -
Task 9 - Project Permitting						\$ -
TDLR Plan Review and Inspection	12	100				\$ 73
USACE Coordination	96					\$ -
Total Hours / Quantity	3,548	1,305	-	-	500	
Total Effort	\$ -	\$ 946	\$ -	\$ -	\$ 550	\$ 1,496

City of Benbrook, Texas Dutch Branch Park Improvements 1/30/2026 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	786,655
	Special Services	101,345
	Total Project	888,000

Task Description	Subconsultants						Total Sub Effort	Total
	Gojer	Yaggi	CMJ	Spooner	GAP	Hines		Total Effort
Task 1 - Design Management						5,000	\$ 5,500	\$ 5,500
Internal Project Setup and Subconsultant Contracting							\$ -	\$ 1,847
Internal Project Kickoff Meeting							\$ -	\$ 5,453
External Project Kickoff Meeting							\$ -	\$ 5,532
External Coordination Meeting (up to 4)							\$ -	\$ 19,764
Monthly Invoice and Status Reports (up to 12)							\$ -	\$ 7,810
Site Visits (up to 3)							\$ -	\$ 10,158
Task 2 - Conceptual Design (30%)							\$ -	\$ -
Data Collection							\$ -	\$ 7,532
Parking Lot Alternative 1							\$ -	\$ 15,254
Parking Lot Alternative 2							\$ -	\$ 15,254
Parking Lot Alternative 3							\$ -	\$ 15,254
Wayfinding, Identity and Equestrian Signage Alternatives							\$ -	\$ 8,368
OPCC							\$ -	\$ 11,480
QA/QC							\$ -	\$ 25,335
Deliverables							\$ -	\$ 1,091
Design Review Meeting with CITY							\$ -	\$ 5,681
Task 3 - Preliminary Design (60%)							\$ -	\$ -
Design Plans:							\$ -	\$ -
GENERAL IMPROVEMENTS							\$ -	\$ -
COVER SHEET							\$ -	\$ 2,096
INDEX OF SHEETS							\$ -	\$ 1,812
GENERAL NOTES							\$ -	\$ 3,006
SURVEY CONTROL AND PROJECT LAYOUT							\$ -	\$ 5,095
TYPICAL SECTIONS							\$ -	\$ 3,909
EROSION CONTROL PLAN							\$ -	\$ 7,414
EROSION CONTROL DETAILS							\$ -	\$ 3,283
REMOVAL PLAN							\$ -	\$ 8,824
PAVEMENT IMPROVEMENTS							\$ -	\$ -
PAVEMENT KEY MAP							\$ -	\$ 2,096
PARKING LOT LAYOUT							\$ -	\$ 12,213
PARKING LOT GRADING PLAN							\$ -	\$ 13,322
ROADWAY PLAN AND PROFILE							\$ -	\$ 14,041
PAVEMENT DETAILS							\$ -	\$ 6,106
DRAINAGE IMPROVEMENTS							\$ -	\$ -
DRAINAGE AREA MAP							\$ -	\$ 9,086
DRAINAGE CALCULATIONS							\$ -	\$ 9,086
DRAINAGE KEY MAP							\$ -	\$ 2,096
STORM DRAIN PLAN AND PROFILE							\$ -	\$ 9,813
CHANNEL PLAN AND PROFILE							\$ -	\$ 10,075
DRAINAGE DETAILS							\$ -	\$ 3,006
SIGNING AND PAVEMENT MARKING IMPROVEMENTS							\$ -	\$ -
SIGNING AND PAVEMENT MARKING PLAN							\$ -	\$ 8,677
SIGNING AND PAVEMENT MARKING DETAILS							\$ -	\$ 4,193
ILLUMINATION IMPROVEMENTS							\$ -	\$ -
ILLUMINATION PLAN	1,900	13,000					\$ 16,390	\$ 18,202
ILLUMINATION DETAILS		7,000					\$ 7,700	\$ 9,512
LANDSCAPING IMPROVEMENTS							\$ -	\$ -
LANDSCAPING PLANTING PLAN							\$ -	\$ 6,459
LANDSCAPING PLANTING DETAILS							\$ -	\$ 2,885
IRRIGATION IMPROVEMENTS							\$ -	\$ -
IRRIGATION PLAN						10,000	\$ 11,000	\$ 12,252
IRRIGATION DETAILS						4,000	\$ 4,400	\$ 5,652
SITE IMPROVEMENTS							\$ -	\$ -
PARK ENTRY MONUMENT SIGNAGE PLAN AND DET/							\$ -	\$ 2,957
WAYFINDING SIGNAGE PLAN AND DETAILS							\$ -	\$ 3,767
IDENTITY SIGNAGE PLAN AND DETAILS							\$ -	\$ 2,146
Specifications							\$ -	\$ 3,785
OPCC							\$ -	\$ 5,113
QA/QC							\$ -	\$ 31,740
Deliverables							\$ -	\$ 1,091
Design Review Meeting with CITY							\$ -	\$ 4,912
Task 4 - Final Design (90% and 100%)							\$ -	\$ -
90% DESIGN							\$ -	\$ -
Progress, Update, Revise Design Plans from Previous Submittal							\$ -	\$ -
GENERAL IMPROVEMENTS							\$ -	\$ 11,991
PAVEMENT IMPROVEMENTS							\$ -	\$ 27,544
DRAINAGE IMPROVEMENTS							\$ -	\$ 29,175
SIGNING AND PAVEMENT MARKING IMPROVEMENTS							\$ -	\$ 11,024
ILLUMINATION IMPROVEMENTS		10,000					\$ 11,000	\$ 13,603
LANDSCAPING IMPROVEMENTS							\$ -	\$ 7,132
IRRIGATION IMPROVEMENTS						15,000	\$ 16,500	\$ 19,003

City of Benbrook, Texas Dutch Branch Park Improvements 1/30/2026 Detailed Cost Breakdown		Project Fee Summary							
		Basic Services		786,655					
		Special Services		101,345					
		Total Project		888,000					
		Subconsultants							Total
Task Description	Gojer	Yaggi	CMJ	Spooner	GAP	Hines	Total Sub Effort	Total Effort	
SITE IMPROVEMENTS							\$ -	\$ 3,845	
Specifications							\$ -	\$ 3,785	
OPCC							\$ -	\$ 4,315	
QA/QC							\$ -	\$ 28,746	
Deliverables							\$ -	\$ 1,091	
Design Review Meeting with CITY							\$ -	\$ 4,912	
100% DESIGN							\$ -	\$ -	
Progress, Update, Revise Design Plans from Previous Submittal							\$ -	\$ -	
GENERAL IMPROVEMENTS							\$ -	\$ 8,919	
PAVEMENT IMPROVEMENTS							\$ -	\$ 15,590	
DRAINAGE IMPROVEMENTS							\$ -	\$ 12,492	
SIGNING AND PAVEMENT MARKING IMPROVEMENTS							\$ -	\$ 6,650	
ILLUMINATION IMPROVEMENTS	2,850	7,000					\$ 10,835	\$ 12,137	
LANDSCAPING IMPROVEMENTS							\$ -	\$ 5,511	
IRRIGATION IMPROVEMENTS						6,500	\$ 7,150	\$ 8,402	
SITE IMPROVEMENTS							\$ -	\$ 1,922	
Specifications							\$ -	\$ 3,785	
OPCC							\$ -	\$ 3,466	
QA/QC							\$ -	\$ 20,231	
Deliverables							\$ -	\$ 1,091	
Task 5 - Bid Phase Services							\$ -	\$ -	
Attend Prebid Meeting							\$ -	\$ 3,989	
Respond to Bidder Questions / Issue Addendum	190					1,500	\$ 1,859	\$ 19,475	
Bid Tabulation							\$ -	\$ 1,116	
Recommendation of Award							\$ -	\$ 1,302	
Conformed Construction Documents (IFC)							\$ -	\$ 6,180	
Task 6 - Construction Phase Services							\$ -	\$ -	
Preconstruction Meeting (1)							\$ -	\$ 3,989	
Site Visits (10)		3,500				10,000	\$ 14,850	\$ 40,171	
RFIs (2)							\$ -	\$ 7,570	
Record Drawings	760						\$ 836	\$ 8,255	
Review Shop Drawings (6)							\$ -	\$ 8,420	
Preliminary Punch List							\$ -	\$ 4,280	
Final Punch List							\$ -	\$ 4,280	
Task 7 - Topographical Survey				48,220			\$ 53,042	\$ 57,167	
Task 8 - Geotechnical Recommendations			11,400				\$ 12,540	\$ 15,770	
Task 9 - Project Permitting							\$ -	\$ -	
TDLR Plan Review and Inspection					2,500		\$ 2,750	\$ 5,326	
USACE Coordination							\$ -	\$ 23,082	
Total Hours / Quantity	\$ 5,700	\$ 40,500	\$ 11,400	\$ 48,220	\$ 2,500	\$ 52,000			
Total Effort	\$ 6,270	\$ 44,550	\$ 12,540	\$ 53,042	\$ 2,750	\$ 57,200	\$ 176,352	\$ 888,000	

Fee Schedule

CONSULTANT will be compensated for basic services on a hourly basis. Special services will be compensated on an hourly basis in accordance with the attached schedule. The total compensation is summarized as follows:

BASIC SERVICES

Task 1. Design Management	\$	56,064.00
Task 2. Conceptual Design (30%)	\$	105,248.00
Task 3. Preliminary Design (60%)	\$	249,720.00
Task 4. Final Design (90% and 100%)	\$	266,594.00
Task 5. Bid Phase Services	\$	32,062.00
Task 6. Construction Phase Services	\$	76,967.00

Basic Services Total:	\$	786,655.00
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SPECIAL SERVICES

Task 7. Topographic Survey	\$	57,167.00
Task 8. Geotechnical Design	\$	15,770.00
Task 9. Project Permitting	\$	28,408.00

Special Services Total:	\$	101,345.00
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Project Total (Basic and Special Services):	\$	888,000.00
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Invoicing

CONSULTANT may submit invoices for Services rendered no more frequently than monthly, accompanied by an explanation of the Services provided and any necessary supporting documentation.

Rate Schedule

If the Scope of Services change so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment A, CONSULTANT will notify CITY for their approval before proceeding. Additional Services will be computed based on the following Schedule of Charges.

Hourly Rate

Position	Min	Max
Professional 1	\$99.00	\$191.00
Professional 2	\$116.00	\$198.00
Professional 3	\$143.00	\$303.00
Professional 4	\$157.00	\$364.00
Professional 5	\$208.00	\$378.00
Professional 6	\$235.00	\$442.00
Construction Manager 1	\$109.00	\$167.00
Construction Manager 2	\$123.00	\$201.00
Construction Manager 3	\$160.00	\$208.00
Construction Manager 4	\$170.00	\$259.00
Construction Manager 5	\$208.00	\$317.00
Construction Manager 6	\$279.00	\$378.00
Construction Representative 1	\$89.00	\$109.00
Construction Representative 2	\$99.00	\$126.00
Construction Representative 3	\$106.00	\$191.00
Construction Representative 4	\$136.00	\$201.00
CAD Technician/Designer 1	\$72.00	\$130.00
CAD Technician/Designer 2	\$102.00	\$204.00
CAD Technician/Designer 3	\$136.00	\$242.00
Corporate Project Support 1	\$75.00	\$167.00
Corporate Project Support 2	\$82.00	\$245.00
Corporate Project Support 3	\$102.00	\$354.00
Intern / Coop	\$55.00	\$99.00

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Equipment

Valve Crew Vehicle (hour)	\$75
Pressure Data Logger (each)	\$500
Water Quality Meter (per day)	\$100
Microscope (each)	\$150
Ultrasonic Thickness Gauge (per day)	\$275
Coating Inspection Kit (per day)	\$275
Flushing / Cfactor (each)	\$500
Backpack Electrofisher (each)	\$1,000

	Survey Grade	Standard
Drone (per day)	\$200	\$100
GPS (per day)	\$150	\$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.



FREEAND-02

SMAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Fire Insurance Company of Hartford A(XV)		20478
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER B : Valley Forge Insurance Company A(XV)		20508
	INSURER C : Continental Insurance Company A+ (XV)		35289
	INSURER D : Travelers Casualty and Surety Company A++. XV		19038
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			7063394194	10/23/2025	10/23/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ Contractual Liab.		MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						\$
	OTHER:						\$
B	AUTOMOBILE LIABILITY			7063394177	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
			\$				
C	☒ UMBRELLA LIAB ☒ OCCUR			7063394180	10/23/2025	10/23/2026	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 10,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7063394213	10/23/2025	10/23/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☒ N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			107930947	10/23/2025	10/23/2026	Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: Dutch Branch Park Project

City of Benbrook is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Benbrook City Manager 911 Winscott Rd. Benbrook, TX 76126	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.