

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **FREESE AND NICHOLS, INC.** (“Consultant”).

1. SCOPE OF SERVICES.

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

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Three Hundred Sixty Thousand Five Hundred Dollars (**\$360,500.00**) in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers'

Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

To CONSULTANT:

Freese and Nichols, Inc.
Attn: Chris Bosco
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

17. SEVERABILITY.

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

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

30. OWNERSHIP OF DOCUMENTS.

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

31. COUNTERPARTS; PDF SIGNATURES.

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

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SIGNATURE PAGE

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

CITY OF BURLESON:

FREESE AND NICHOLS, INC.:

By: _____

By: _____

Name: _____

Name: Chris Bosco, P.E.

Title: _____

Title: Vice President/Principal

Date: _____

Date: October 12, 2022

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering services in conjunction with the Alsbury Boulevard Widening (From Cathy Drive to Hulen Street) project (0.6 miles) for the City of Burleson (hereinafter referred to as CITY or OWNER).

With a previous project, the CITY constructed a two-lane divided roadway (one lane in each direction); however, the roadway was designed and planned in such a way that two additional travel lanes could be added on with a future project (created four-lane divided roadway). The purpose of this project is to provide design, bid (through design, bid, build process), and construction phase services to add the two additional travel lanes, a shared use path on the northside of the roadway, a widening and reconfiguration of the at-grade Burlington Northern Santa Fe (BNSF) railroad crossing, and signage and pavement marking improvements.

FNI shall perform the following engineering and technical services for the project.

WORK TO BE PERFORMED

<u>BASIC SERVICES</u>	<u>EFFORT PER TASK</u>
TASK 1. PROJECT MANAGEMENT	\$ 26,009.00
TASK 2. PRELIMINARY (60%) DESIGN	\$ 73,245.00
TASK 3. FINAL (90% AND 100%) DESIGN	\$ 108,662.00
TASK 4. BID AND CONSTRUCTION PHASE	\$ 29,457.00
TASK 5. TOPOGRAPHIC SURVEY	\$ 17,579.00
TASK 6. SUBSURFACE UTILITY ENGINEERING	\$ 10,380.00
TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION	\$ 5,797.00
TASK 8. BNSF RAILROAD COORDINATION	\$ 26,493.00
BASIC SERVICES TOTAL	\$ 297,622.00
<u>SPECIAL SERVICES</u>	
TASK SS1. WATER LINE DESIGN	\$ 17,133.00
TASK SS2. LANDSCAPE AND IRRIGATION DESIGN	\$ 23,102.00
TASK SS3. DRAINAGE MODIFICATIONS	\$ 22,645.00
SPECIAL SERVICES TOTAL	\$ 62,878.00
BASIC AND SPECIAL SERVICES TOTAL	\$ 360,500.00

BASIC SERVICES

TASK 1. PROJECT MANAGEMENT

FNI will manage the work outlined in this scope to foster an efficient and effective use of FNI's and CITY's time and resources. FNI 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.

Communications and Reporting

- Conduct and document project update meetings (up to eight (8) meetings) with CITY Project Manager.
- Prepare and submit monthly progress reports.

ASSUMPTIONS

- Up to eight (8) project update meetings with CITY
- Invoices will be provided to the CITY from FNI on a monthly basis.

DELIVERABLES

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

TASK 2. PRELIMINARY (60%) DESIGN

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

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

GENERAL DESIGN

- COVER SHEET – Including project limits and location map
- INDEX OF SHEETS
- GENERAL NOTES – Including applicable City standard general notes
- SURVEY CONTROL AND PROJECT LAYOUT – Including City Control Points with X, Y, Z coordinates, identified coordinate system, and bearing base. Z coordinate will be included on City Datum only with a description of the location.
- ALIGNMENT DATA
- RIGHT-OF-WAY AND EASEMENT MAP – Including parcels numbers
- EXISTING UTILITY MAP – Including collected Level A-D SUE data.
- TYPICAL SECTIONS – Including existing and proposed typical sections showing pavement (roadway, sidewalk, curb), ROW, lane widths (with direction arrows), and retaining walls

- REMOVAL PLAN – Including removal of above and below ground features necessary for the construction of the project improvements.
- EROSION CONTROL PLAN – Including the layout of erosion control measures and notes.
- EROSION CONTROL DETAILS
- CONSTRUCTION DETOUR PLAN – Including layout of allowable/approved detour plan to be utilized by the project
- TRAFFIC CONTROL DETAILS – Including applicable CITY and TxDOT traffic control details. Assumes that the Contractor will prepare and implement a traffic control plan in accordance with the Texas Manual on Uniform Traffic Control Devices.

ROADWAY DESIGN

- ROADWAY PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- BNSF RAILROAD CROSSING LAYOUT
- RETAINING WALL PLAN AND PROFILE – Including retaining walls in conformance with City of Burleson standards for heights less than or equal to 3 feet. Retaining wall plan and profile sheets will include existing ground at retaining wall, top of wall, bottom of wall, and propped ground at retaining wall.
- ROADWAY DETAILS – Including necessary non-City of Burleson standard details.
- CITY OF BURLESON - ROADWAY DETAILS

SIGNING AND PAVEMENT DESIGN

- SIGNING AND PAVEMENT MARKING PLAN – Including pavement markings, traffic buttons, and traffic signage (CITY and TMUTCD compliant) for the roadway improvements.
- CITY OF BURLESON – SIGNING AND PAVEMENT MARKING DETAILS

CROSS SECTION DESIGN

- CROSS SECTIONS – Including centerline station at a 50' interval, existing top of ground line, proposed roadway section, and easement and right-of-way limits.

Specifications Manual

- FNI will prepare a specifications manual based on the 60% design.

Opinion of Probable Construction Cost

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

Quality Assurance / Quality Control

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

Plan Review Process

- Attend one (1) design review meeting after the submittal of the 60% design.

ASSUMPTIONS

- FNI will provide CITY with up to four (4) copies of half size (11"x17") plans, one (1) electronic PDF file of the specifications manual, and one (1) electronic PDF file of the opinion of probable construction cost, and PDF copy of the above items.
- FNI shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design Package.
- CITY will coordinate the project with the applicable franchise utility companies.

DELIVERABLES

- A. Preliminary (60%) Design Package, including plans, specifications, OPCC.

TASK 3. FINAL (90% AND 100%) DESIGN

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

FNI will provide Final Design services to the CITY by finalizing the design drawings submitted during the Preliminary Design phase.

Specifications Manual

- FNI will prepare a specifications manual based on the 90% design.

Opinion of Probable Construction Cost

- FNI will prepare Opinion of Probable Construction Cost based on 90% plans

Plan Review Process

- Attend one (1) design review meeting after the submittal of the 90% design.

Following the 90% design review meeting with the CITY, FNI shall submit Final (100%) Design plans, specifications, and OPCC to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the 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. FNI 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.
- CITY will coordinate the project with the applicable franchise utility companies.

DELIVERABLES

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

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

TASK 4. BID AND CONSTRUCTION PHASE

During the bid phase of the Project, FNI shall:

- CITY will notify construction news publications and publishing appropriate legal notice by distributing a Notice to Bidders. The cost for publications shall be paid by CITY. FNI will attend one (1) pre-bid meeting.
- Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
- FNI will provide a recommend award letter to the CITY.
- Furnish CITY with up to six (6) half-size (11"x17") sets of the issued for construction drawings.

Upon completion of the bid phase, FNI will proceed with the performance of construction phase as described below. FNI will endeavor to protect CITY in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor(s) or any Subcontractor. FNI shall 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 of the work of the project.

During the construction phase of the Project, FNI shall:

- Attend one (1) pre-construction meeting to discuss the project schedule for construction.
- Attend up to five (5) visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the construction contract documents. In this effort FNI will endeavor to protect the CITY against defects and deficiencies in the work of Contractor and will report any observed deficiencies to the CITY.
- Review up to ten (10) Contractor shop drawings and other project related submittals. Notify the Contractor of non-conforming work observed during site visits. Review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents.
- Revise the construction drawings in accordance with the information furnished by Contractor reflecting changes in the project made during construction. One (1) set of prints of "Record Drawings" and electronic files shall be provided by FNI to the CITY.
- Interpret the drawings and specifications for the CITY and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications are an additional service.

TASK 5. TOPOGRAPHIC SURVEY

FNI will provide topographic survey support as follows:

- Survey and prepare a topographic survey map that will establish the control line, centerline, and references for control points, benchmarks, and cross-sections. The survey will also include utility features found in the field marked by Texas 811 and will show public utility lines per as-built drawings provided by the CITY. The survey will be provided with an electronic copy for use in design. The survey will include location and identification of all above ground features within the

survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways, handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth shall be identified. Trees six inches and larger in diameter shall be surveyed and common name will be identified.

- Research the existing eight-of-way / easement property boundaries and field locating within the project area.
- The topographic survey will be conducted up to 100 feet in width along the trail alignment. It is estimated that the selected alignment will be up to 8,500 feet in length.
- Survey Control and Materials:
 - 5/8" iron rods with cap and/or mag nails will be used as control material.
 - Horizontal and vertical control points will be set at 500' interval within the project area. Where possible, control monumentation shall be located sufficiently away from the project limits so as not be disturbed by construction activities.
 - All established main horizontal and vertical control along the pertinent calculations will be furnished in electric (MS Word Document) format.
- Temporary Right of Entry - Prior to entering property for field survey, the CITY shall prepare, mail and obtain Temporary Right of Entry from landowners after a date range for field survey has been provided by FNI.
- Prepare up to five (5) pedestrian access easement survey documents (exhibit and metes and bounds description).

ASSUMPTIONS

- The topographic and boundary survey data previously collected by the CITY will be incorporated into the collected topographic survey by FNI.
- Construction staking will be conducted by the Project Contractor, not by FNI.
- CITY will prepare, mail, and obtain temporary right of entry from necessary landowners five (5) working days prior to the FNI conducting the field survey.
- CITY will provide all services associated with creating the dedication description for the easements, meetings with property owners, and acquisition of the easements.

DELIVERABLES

- A. Digital topographic survey file in CAD format, ASCII point file, and field notes and sketches.

TASK 6. SUBSURFACE UTILITY ENGINEERING

FNI will perform the Level B and Level A Subsurface Utility Engineering (SUE) work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.

- Quality Level B (QL”B”) – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL”A”) – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as “locating”, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer.

FNI will designate the known subsurface utilities within the project limits utilizing geophysical equipment (electromagnetic induction, magnetic) to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable).

FNI will provide appropriate traffic control measures (barricades and signs).

FNI will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, PROFESSIONAL will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the CITY in advance. PROFESSIONAL will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

PROFESSIONAL will provide up to four (4) test holes (estimated to be between 8 and 12 feet in depth) Subsurface Utility Engineering (SUE) to Quality Level A, as described below:

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.

FNI will provide a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities and a summary sheet of the test hole coordinate data and depth information. The size of each utility will be presented in the utility file if this information is indicated on available record drawings will also provide.

TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION

FNI shall provide Texas Department of Licensing and Regulation (TDLR) permitting support for the CITY, as follows:

- 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.
- FNI is responsible for providing plans that are in compliance with TDLR requirements.
- Submit construction documents to the TDLR.
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the TDLR.
- 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.

- Responding to agency comments and requests.
- All costs associated with TDLR plan review and inspections are to be paid by FNI during the course of the project.

ASSUMPTIONS

- TDLR permit preparation will begin after approval of the Final Design.

DELIVERABLES

- A. Copies of Permit Applications
- B. Copies of Approved Permits

TASK 8. BNSF RAILROAD COORDINATION

FNI will provide BNSF railroad coordination for the project improvements adjacent and within the railroad right-of-way. With the roadway widening, the at-grade railroad crossing improvements will include widening the existing concrete crossing surface and upgrading the two-gate quiet zone crossing to a four-gate quiet zone crossing. The following coordination tasks will be completed by FNI:

- Conduct one (1) Kickoff Coordination Meeting with BNSF
- Collect and review latest at-grade railroad standards from BNSF
- Attend one (1) diagnostic meeting and profile review notes and comments
- Provide 60%, 90%, and 100% designs to BNSF and
- Request BNSF design for crossing improvements
- Review BNSF design and cost estimate for crossing improvements
- Review existing railroad Notice of Intent (NOI) and coordinate modifications with Federal Railroad Administration (FRA)

DESIGN PHASE – SPECIAL SERVICES

FNI will complete the following special services only if authorized by the CITY.

TASK SS1. WATER LINE DESIGN

FNI will provide water line design services to extend the existing 16” water line 140 feet from the southside of the BNSF railroad crossing to the northside (with bored 24” steel casing). FNI will coordinate the permitting of the water line extension with BNSF (for limits within railroad right-of-way). The following design sheets will be prepared and submitted with the 60% design submittal.

WATER LINE DESIGN

- WATER LINE PLAN AND PROFILE – Including plan and profile sheet for the extension of the existing water line across the BNSF railroad.
- CITY OF BURLESON - WATER LINE DETAILS

TASK SS2. LANDSCAPE AND IRRIGATION DESIGN

FNI will provide landscape and irrigation design services to add street trees to the area between the back of the curb and the inside edge of the shared use path. The previous project included landscaping and irrigation to the raised median between the travel lanes. The following design sheets will be prepared and submitted with the 60% design submittal.

LANDSCAPE DESIGN

- LANDSCAPE PLANTING PLAN – Including proposed locations of tree and shrub plantings, topsoil, sod, and hydromulch in relation to the proposed improvements.
- LANDSCAPE PLANTING DETAILS

IRRIGATION DESIGN

- IRRIGATION PLAN – Including proposed locations of irrigation system and controller.
- IRRIGATION DETAILS

TASK SS3. DRAINAGE MODIFICATIONS

FNI will provide drainage modification design services to remove the existing bioretention basins (including inlet, soil, geotextile liner) and replace with a curb inlet drainage capture system. The following design sheets will be prepared and submitted with the 60% design submittal.

DRAINAGE DESIGN

- DRAINAGE AREA MAP - Including view (1” = 30’ scale) of proposed drainage improvements and watershed delineation lines within the existing and proposed right-of-way.
- INLET AND STORM DRAIN CALCULATIONS - Including calculations regarding street and right-of-way capacities and design discharges at selected critical locations will be provided.
- STORM DRAIN PLAN AND PROFILE – Including location and size of all inlets, manholes, junction boxes, piping to include storm drain profiles showing existing and proposed flow lines, HGL, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- CITY OF BURLESON - DRAINAGE DETAILS

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described basic services, are described as follows:

- A. Land acquisition services.
- B. Construction materials testing.
- C. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).
- D. Water and sanitary sewer design other than adjustment of surface appurtenances.
- E. Design of pedestrian bridge.
- F. Providing renderings, model, and mock-ups requested by the CITY.
- G. Assisting CITY in claims disputes with Contractor(s).
- H. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- I. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- J. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- K. Services required to resolve bid protests or to rebid the projects for any reason.
- L. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- M. GIS mapping services or assistance with these services.
- N. Site visits and meetings in excess of the number of trips included in the scope of services.
- O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- P. Quality Level "A, B, C, D" subsurface utility engineering outside of the quantity outlined in the scope of services.
- Q. Additional Public Involvement and Public Meeting Facility Rental.

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the attached project schedule (Attachment C).

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data (design plans, drainage studies, surveys, property information, utility locations, CADD files) relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. The CITY shall attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the project progress as scheduled.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Furnish, or direct FNI to provide, Additional Services.
- I. Bear all costs incident to compliance with the requirements of the Responsibilities of Owner section.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Tiana Jackson, P.E., CFM, Project Manager – Public Works Department, 141 W. Renfro, Burleson, Texas 76028; Phone (817) 426-9619; e-mail: tjackson@burlesontx.com

FNI's Project Manager – Todd Buckingham, P.E., 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7517; Fax (817) 735-7491; e-mail: todd.buckingham@freese.com

FNI's Accounting Representative – Erin Westbrook, 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7395; Fax (817) 735-7491; email: erin.westbrook@freese.com



ONE TRAVEL LANE IN BOTH
DIRECTIONS (EASTBOUND
AND WESTBOUND)

SHARED USE PATH
(NORTHSIDE ONLY)

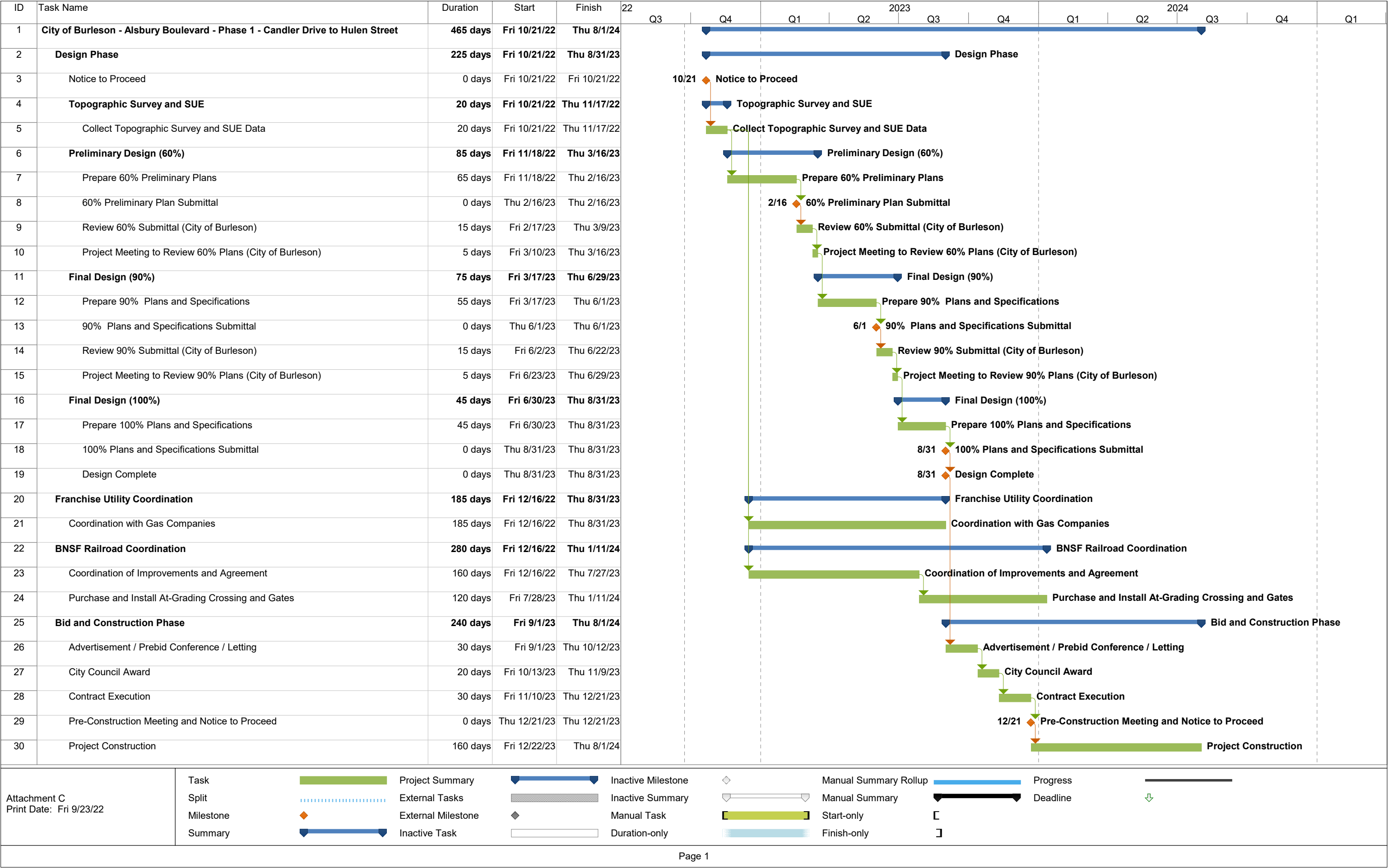
AT-GRADE RAILROAD
CROSSING ENHANCEMENT

ALSBUARY
BOULEVARD

BNSF RAILROAD

CANDLER
DRIVE

HULEN STREET



City of Bureslon Alsbury Boulevard - Phase 1 Widening 10/5/2022 Detailed Cost Breakdown		Project Fee Summary	
		Basic Services	\$ 297,622
		Special Services	\$ 62,878
		Total Project	\$ 360,500

Tasks					Labor														
Phase	Task	Activity	Basic or Special	Task Description	Chris Bosco	Todd Buckingham	Luis Reveles	Zach Garlock	Steve James	Beever Valdez	Justin Oswald	Aaron Conine	Zach Garlock	Robb Oley	Matt Milano	Zach Garlock	Henry Harshorn	Total Hours	Total Labor Effort
			Basic	TASK 1. PROJECT MANAGEMENT															\$ -
			Basic	Internal Project Kickoff Meeting	2	4	8	2	2		2							20	\$ 3,738
			Basic	External Project Kickoff Meeting	2	4	8	2	2		2							20	\$ 3,738
			Basic	External Coordination Meeting (Up to 4)	2	12	12											26	\$ 5,208
			Basic	Internal Coordination Meeting (Up to 4)		8	8											16	\$ 3,016
			Basic	Monthly Invoice and Status Reports (Up to 8)		8												8	\$ 1,938
			Basic	Site Visits (Up to 3)		12	12											24	\$ 4,524
			Basic	Conduct Submittal Review Meeting with CITY (Up to 3)	4	6	6											16	\$ 3,629
			Basic	TASK 2. PRELIMINARY (60%) DESIGN															\$ -
			Basic	DESIGN PLANS															\$ -
			Basic	GENERAL DESIGN															\$ -
			Basic	COVER SHEET		1	2	2										5	\$ 692
			Basic	INDEX OF SHEETS		1	2	2										5	\$ 692
			Basic	GENERAL NOTES		1	2	2										5	\$ 692
			Basic	SURVEY CONTROL AND PROJECT LAYOUT		1	4	8										13	\$ 1,503
			Basic	ALIGNMENT DATA		1	4	8										13	\$ 1,503
			Basic	RIGHT-OF-WAY AND EASEMENT MAP		1	4	8										13	\$ 1,503
			Basic	EXISTING UTILITY MAP		2	4	8										14	\$ 1,745
			Basic	TYPICAL SECTIONS		2	8	8										18	\$ 2,284
			Basic	REMOVAL PLAN		2	8	8										18	\$ 2,284
			Basic	ROADWAY DESIGN															\$ -
			Basic	ROADWAY PLAN AND PROFILE		6	40	40										86	\$ 10,452
			Basic	BNSF RAILROAD CROSSING LAYOUT		6	20	20										46	\$ 5,952
			Basic	RETAINING WALL PLAN AND PROFILE		4	20	20										44	\$ 5,468
			Basic	DRAINAGE DESIGN															\$ -
			Basic	OVERALL DRAINAGE AREA MAP		4	20	20										44	\$ 5,468
			Basic	SIGNING AND PAVEMENT MARKING DESIGN															\$ -
			Basic	SIGNING AND PAVEMENT MARKING PLAN		2	8	8										18	\$ 2,284
			Basic	CROSS SECTION DESIGN															\$ -
			Basic	CROSS SECTIONS		4	40	20										64	\$ 8,164
			Basic	OPCC		2	20											22	\$ 3,180
			Basic	SPECIFICATIONS		2	20											22	\$ 3,180
			Basic	QA/QC	4				30		20							54	\$ 11,454
			Basic	DELIVERABLES		4												4	\$ 969
			Basic	FRANCHISE UTILITY COORDINATION EXHIBIT AND MEETING		4	12	12										28	\$ 3,668
			Basic	TASK 3. FINAL (90% AND 100%) DESIGN															\$ -
			Basic	90% DESIGN															\$ -
			Basic	Progress, Update, Revise Design Plans from Previous Submittal:															\$ -
			Basic	GENERAL DESIGN		4	8	20										32	\$ 3,851
			Basic	ROADWAY DESIGN		8	40	40										88	\$ 10,936
			Basic	DRAINAGE DESIGN		8	20	20										48	\$ 6,437
			Basic	SIGNING AND PAVEMENT MARKING DESIGN		2	8	8										18	\$ 2,284
			Basic	CROSS SECTION DESIGN		4	20	20										44	\$ 5,468
			Basic	Create Design Plans for Current Submittal:															\$ -
			Basic	GENERAL DESIGN															\$ -
			Basic	EROSION CONTROL PLAN		1	8	8										17	\$ 2,042
			Basic	EROSION CONTROL DETAILS		1	2	8										11	\$ 1,233
			Basic	CONSTRUCTION DETOUR PLAN		2	4	8										14	\$ 1,745
			Basic	TRAFFIC CONTROL DETAILS		1	2	8										11	\$ 1,233
			Basic	ROADWAY DESIGN															\$ -
			Basic	ROADWAY DETAILS		1	2	8										11	\$ 1,233
			Basic	CITY OF BURESLON - ROADWAY DETAILS		1	2	8										11	\$ 1,233
			Basic	DRAINAGE DESIGN															\$ -
			Basic	DRAINAGE DETAILS		1	2	8										11	\$ 1,233
			Basic	CITY OF BURESLON - DRAINAGE DETAILS		1	2	8										11	\$ 1,233
			Basic	SIGNING AND PAVEMENT MARKING DESIGN															\$ -
			Basic	CITY OF BURESLON - SIGNING AND PAVEMENT MARKING DETAILS		1	2	8										11	\$ 1,233
			Basic	OPCC		2	20											22	\$ 3,180
			Basic	SPECIFICATIONS		2	20											22	\$ 3,180
			Basic	QA/QC	4				30		20							54	\$ 11,454
			Basic	CONSTRUCTABILITY REVIEW						30								30	\$ 6,596
			Basic	DELIVERABLES		4												4	\$ 969
			Basic	FRANCHISE UTILITY COORDINATION EXHIBIT AND MEETING		4	12	12										28	\$ 3,668
			Basic	100% DESIGN															\$ -
			Basic	Progress, Update, Revise Design Plans from Previous Submittal:															\$ -
			Basic	GENERAL DESIGN		4	8	20										32	\$ 3,851
			Basic	ROADWAY DESIGN		4	8	20										32	\$ 3,851
			Basic	DRAINAGE DESIGN		4	8	20										32	\$ 3,851
			Basic	SIGNING AND PAVEMENT MARKING DESIGN		4	8	20										32	\$ 3,851
			Basic	CROSS SECTION DESIGN		4	8	20										32	\$ 3,851
			Basic	OPCC		2	20											22	\$ 3,180
			Basic	SPECIFICATIONS		2	20											22	\$ 3,180
			Basic	QA/QC	4				30		20							54	\$ 11,454
			Basic	DELIVERABLES		4												4	\$ 969
			Basic																\$ -

City of Burleson Alsbury Boulevard - Phase 1 Widening 10/5/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 297,622
	Special Services	\$ 62,878
	Total Project	\$ 360,500

Tasks					Labor													Total Hours	Total Labor Effort
Phase	Task	Activity	Basic or Special	Task Description	Chris Bosco	Todd Buckingham	Luis Reveles	Zach Garlock	Steve James	Beever Valdez	Justin Oswald	Aaron Corine	Zach Garlock	Robb Oley	Matt Milano	Zach Garlock	Henry Hartshorn		
			Basic	TASK 4. BID AND CONSTRUCTION PHASE															\$ -
			Basic	ATTEND PRE-BID MEETING (1)		4												4	\$ 969
			Basic	RESPOND TO CONTRACTOR QUESTIONS DURING BIDDING		8	12	12										32	\$ 4,637
			Basic	PREPARE ISSUED FOR CONSTRUCTION PLANS		4	12	20										36	\$ 4,390
			Basic	ATTEND PRE-CONSTRUCTION MEETING (1)		4												4	\$ 969
			Basic	SITE VISITS (5)	4	20	20											44	\$ 8,907
			Basic	REVIEW SHOP DRAWINGS AND SUBMITTALS (10)		10	10											20	\$ 3,770
			Basic	PREPARE AND SUBMIT RECORD DRAWINGS		4	12	20										36	\$ 4,390
			Basic																\$ -
			Basic	TASK 5. TOPOGRAPHIC SURVEYING															\$ -
			Basic	TOPOGRAPHIC AND BOUNDARY SURVEYING		4												4	\$ 969
			Basic																\$ -
			Basic	TASK 6. SUBSURFACE UTILITY ENGINEERING															\$ -
			Basic	LEVEL B SUE		4												4	\$ 969
			Basic	LEVEL A SUE (UP TO 4)		4												4	\$ 969
			Basic																\$ -
			Basic	TASK 7. TDLR/TAS PLAN REVIEW AND INSPECTION															\$ -
			Basic	TDLR PLAN REVIEW AND INSPECTION		8	8											16	\$ 3,016
			Basic																\$ -
			Basic	TASK 8. BNSF RAILROAD COORDINATION															\$ -
			Basic	COORDINATE IMPROVEMENTS WITH BNSF		20	40	40										100	\$ 13,843
																			\$ -
			Special	TASK SS1. WATER LINE DESIGN															\$ -
			Special	WATER LINE PLAN AND PROFILE								30	40	10				80	\$ 13,587
			Special	CITY OF BURLESON - WATER LINE DETAILS								8	12	2				22	\$ 3,545
			Special																\$ -
			Special	TASK SS2. LANDSCAPE AND IRRIGATION DESIGN															\$ -
			Special	LANDSCAPE PLANTING PLAN											16	30	12	58	\$ 9,341
			Special	LANDSCAPE PLANTING DETAILS											8	12	4	24	\$ 3,807
			Special	IRRIGATION PLAN											4			4	\$ 769
			Special	IRRIGATION DETAILS											2			2	\$ 384
			Special																\$ -
			Special	TASK SS3. DRAINAGE MODIFICATIONS															\$ -
			Special	DRAINAGE AREA MAP		4	8	8										20	\$ 2,769
			Special	INLET AND STORM DRAIN CALCULATIONS		4	40	20										64	\$ 8,164
			Special	STORM DRAIN PLAN AND PROFILE		4	40	40										84	\$ 9,967
			Special	CITY OF BURLESON - DRAINAGE DETAILS		2	4	8										14	\$ 1,745
																			\$ -
Total Hours / Quantity					26	288	752	658	94	30	64	38	52	12	30	42	16	2,102	
Total Effort																			\$ 309,281

City of Bureslon		Project Fee Summary	
Alsbury Boulevard - Phase 1 Widening		Basic Services	297,622
10/5/2022		Special Services	62,878
Detailed Cost Breakdown		Total Project	360,500

Project Fee Summary	
Basic Services	297,622
Special Services	62,878
Total Project	360,500

Tasks				Expenses										Subconsultants						Total
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Total Expense Effort	Yellow Rose Mapping	Yellow Rose Mapping - SUE	Bennish	K+K Associates	AWR	Total Sub Effort	Total Effort
			Basic	TASK 1. PROJECT MANAGEMENT									\$ -						\$ -	\$ -
			Basic	Internal Project Kickoff Meeting	20								\$ -						\$ -	\$ 3,738
			Basic	External Project Kickoff Meeting	20	50							\$ 31						\$ -	\$ 3,769
			Basic	External Coordination Meeting (Up to 4)	26								\$ -						\$ -	\$ 5,208
			Basic	Internal Coordination Meeting (Up to 4)	16								\$ -						\$ -	\$ 3,016
			Basic	Monthly Invoice and Status Reports (Up to 8)	8								\$ -						\$ -	\$ 1,938
			Basic	Site Visits (Up to 3)	24	150							\$ 94						\$ -	\$ 4,618
			Basic	Conduct Submittal Review Meeting with CITY (Up to 3)	16	150							\$ 94						\$ -	\$ 3,723
			Basic										\$ -						\$ -	\$ -
			Basic	TASK 2. PRELIMINARY (60%) DESIGN									\$ -						\$ -	\$ -
			Basic	DESIGN PLANS									\$ -						\$ -	\$ -
			Basic	GENERAL DESIGN									\$ -						\$ -	\$ -
			Basic	COVER SHEET	5								\$ -						\$ -	\$ 692
			Basic	INDEX OF SHEETS	5								\$ -						\$ -	\$ 692
			Basic	GENERAL NOTES	5								\$ -						\$ -	\$ 692
			Basic	SURVEY CONTROL AND PROJECT LAYOUT	13								\$ -						\$ -	\$ 1,503
			Basic	ALIGNMENT DATA	13								\$ -						\$ -	\$ 1,503
			Basic	RIGHT-OF-WAY AND EASEMENT MAP	13								\$ -						\$ -	\$ 1,503
			Basic	EXISTING UTILITY MAP	14								\$ -						\$ -	\$ 1,745
			Basic	TYPICAL SECTIONS	18								\$ -						\$ -	\$ 2,284
			Basic	REMOVAL PLAN	18								\$ -						\$ -	\$ 2,284
			Basic	ROADWAY DESIGN									\$ -						\$ -	\$ -
			Basic	ROADWAY PLAN AND PROFILE	86								\$ -						\$ -	\$ 10,452
			Basic	BNSF RAILROAD CROSSING LAYOUT	46								\$ -						\$ -	\$ 5,952
			Basic	RETAINING WALL PLAN AND PROFILE	44								\$ -						\$ -	\$ 5,468
			Basic	DRAINAGE DESIGN									\$ -						\$ -	\$ -
			Basic	OVERALL DRAINAGE AREA MAP	44								\$ -						\$ -	\$ 5,468
			Basic	SIGNING AND PAVEMENT MARKING DESIGN									\$ -						\$ -	\$ -
			Basic	SIGNING AND PAVEMENT MARKING PLAN	18								\$ -						\$ -	\$ 2,284
			Basic	CROSS SECTION DESIGN									\$ -						\$ -	\$ -
			Basic	CROSS SECTIONS	64								\$ -						\$ -	\$ 8,164
			Basic	OPCC	22								\$ -						\$ -	\$ 3,180
			Basic	SPECIFICATIONS	22								\$ -						\$ -	\$ 3,180
			Basic	QA/QC	54								\$ -						\$ -	\$ 11,454
			Basic	DELIVERABLES	4				750		5		\$ 76						\$ -	\$ 1,045
			Basic	FRANCHISE UTILITY COORDINATION EXHIBIT AND MEETING	28	50							\$ 31						\$ -	\$ 3,700
			Basic										\$ -						\$ -	\$ -
			Basic	TASK 3. FINAL (90% AND 100%) DESIGN									\$ -						\$ -	\$ -
			Basic	90% DESIGN									\$ -						\$ -	\$ -
			Basic	Progress, Update, Revise Design Plans from Previous Submittal:									\$ -						\$ -	\$ -
			Basic	GENERAL DESIGN	32								\$ -						\$ -	\$ 3,851
			Basic	ROADWAY DESIGN	88								\$ -						\$ -	\$ 10,936
			Basic	DRAINAGE DESIGN	48								\$ -						\$ -	\$ 6,437
			Basic	SIGNING AND PAVEMENT MARKING DESIGN	18								\$ -						\$ -	\$ 2,284
			Basic	CROSS SECTION DESIGN	44								\$ -						\$ -	\$ 5,468
			Basic	Create Design Plans for Current Submittal:									\$ -						\$ -	\$ -
			Basic	GENERAL DESIGN									\$ -						\$ -	\$ -
			Basic	EROSION CONTROL PLAN	17								\$ -						\$ -	\$ 2,042
			Basic	EROSION CONTROL DETAILS	11								\$ -						\$ -	\$ 1,233
			Basic	CONSTRUCTION DETOUR PLAN	14								\$ -						\$ -	\$ 1,745
			Basic	TRAFFIC CONTROL DETAILS	11								\$ -						\$ -	\$ 1,233
			Basic	ROADWAY DESIGN									\$ -						\$ -	\$ -
			Basic	ROADWAY DETAILS	11								\$ -						\$ -	\$ 1,233
			Basic	CITY OF BURESLON - ROADWAY DETAILS	11								\$ -						\$ -	\$ 1,233
			Basic	DRAINAGE DESIGN									\$ -						\$ -	\$ -
			Basic	DRAINAGE DETAILS	11								\$ -						\$ -	\$ 1,233
			Basic	CITY OF BURESLON - DRAINAGE DETAILS	11								\$ -						\$ -	\$ 1,233
			Basic	SIGNING AND PAVEMENT MARKING DESIGN									\$ -						\$ -	\$ -
			Basic	CITY OF BURESLON - SIGNING AND PAVEMENT MARKING DETAILS	11								\$ -						\$ -	\$ 1,233
			Basic	OPCC	22								\$ -						\$ -	\$ 3,180
			Basic	SPECIFICATIONS	22								\$ -						\$ -	\$ 3,180
			Basic	QA/QC	54								\$ -						\$ -	\$ 11,454
			Basic	CONSTRUCTABILITY REVIEW	30								\$ -						\$ -	\$ 6,596
			Basic	DELIVERABLES	4				750		5		\$ 76						\$ -	\$ 1,045
			Basic	FRANCHISE UTILITY COORDINATION EXHIBIT AND MEETING	28	50							\$ 31						\$ -	\$ 3,700
			Basic										\$ -						\$ -	\$ -
			Basic	100% DESIGN									\$ -						\$ -	\$ -
			Basic	Progress, Update, Revise Design Plans from Previous Submittal:									\$ -						\$ -	\$ -
			Basic	GENERAL DESIGN	32								\$ -						\$ -	\$ 3,851
			Basic	ROADWAY DESIGN	32								\$ -						\$ -	\$ 3,851
			Basic	DRAINAGE DESIGN	32								\$ -						\$ -	\$ 3,851
			Basic	SIGNING AND PAVEMENT MARKING DESIGN	32								\$ -						\$ -	\$ 3,851
			Basic	CROSS SECTION DESIGN	32								\$ -						\$ -	\$ 3,851
			Basic	OPCC	22								\$ -						\$ -	\$ 3,180
			Basic	SPECIFICATIONS	22								\$ -						\$ -	\$ 3,180
			Basic	QA/QC	54								\$ -						\$ -	\$ 11,454
			Basic	DELIVERABLES	4				750		5		\$ 76						\$ -	\$ 1,045
			Basic										\$ -						\$ -	\$ -

City of Burleson		Project Fee Summary	
Alsbury Boulevard - Phase 1 Widening		Basic Services	297,622
10/5/2022		Special Services	62,878
Detailed Cost Breakdown		Total Project	360,500

Project Fee Summary	
Basic Services	297,622
Special Services	62,878
Total Project	360,500

Tasks					Expenses								Subconsultants								Total
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Total Expense Effort	Yellow Rose Mapping	Yellow Rose Mapping - SUE	Bennish	K+K Associates	AWR	Total Sub Effort	Total Effort	
			Basic	TASK 4. BID AND CONSTRUCTION PHASE									\$ -						\$ -	\$ -	
			Basic	ATTEND PRE-BID MEETING (1)	4								\$ -						\$ -	\$ 969	
			Basic	RESPOND TO CONTRACTOR QUESTIONS DURING BIDDING	32								\$ -						\$ -	\$ 4,637	
			Basic	PREPARE ISSUED FOR CONSTRUCTION PLANS	36				750		10	4768	\$ 1,270						\$ -	\$ 5,659	
			Basic	ATTEND PRE-CONSTRUCTION MEETING (1)	4								\$ -						\$ -	\$ 969	
			Basic	SITE VISITS (5)	44	250							\$ 156						\$ -	\$ 9,064	
			Basic	REVIEW SHOP DRAWINGS AND SUBMITTALS (10)	20								\$ -						\$ -	\$ 3,770	
			Basic	PREPARE AND SUBMIT RECORD DRAWINGS	36								\$ -						\$ -	\$ 4,390	
			Basic										\$ -						\$ -	\$ -	
			Basic	TASK 5. TOPOGRAPHIC SURVEYING									\$ -						\$ -	\$ -	
			Basic	TOPOGRAPHIC AND BOUNDARY SURVEYING	4								\$ -	15,100					\$ 16,610	\$ 17,579	
			Basic										\$ -						\$ -	\$ -	
			Basic	TASK 6. SUBSURFACE UTILITY ENGINEERING									\$ -						\$ -	\$ -	
			Basic	LEVEL B SUE	4								\$ -		2,175				\$ 2,393	\$ 3,361	
			Basic	LEVEL A SUE (UP TO 4)	4								\$ -		5,500				\$ 6,050	\$ 7,019	
			Basic										\$ -						\$ -	\$ -	
			Basic	TASK 7. TDLR/TAS PLAN REVIEW AND INSPECTION									\$ -						\$ -	\$ -	
			Basic	TDLR PLAN REVIEW AND INSPECTION	16	50							\$ 31				2,500		\$ 2,750	\$ 5,797	
			Basic										\$ -						\$ -	\$ -	
			Basic	TASK 8. BNSF RAILROAD COORDINATION									\$ -						\$ -	\$ -	
			Basic	COORDINATE IMPROVEMENTS WITH BNSF	100								\$ -			11,500			\$ 12,650	\$ 26,493	
													\$ -						\$ -	\$ -	
			Special	TASK SS1. WATER LINE DESIGN									\$ -						\$ -	\$ -	
			Special	WATER LINE PLAN AND PROFILE	80								\$ -						\$ -	\$ 13,587	
			Special	CITY OF BURLESON - WATER LINE DETAILS	22								\$ -						\$ -	\$ 3,545	
			Special										\$ -						\$ -	\$ -	
			Special	TASK SS2. LANDSCAPE AND IRRIGATION DESIGN									\$ -						\$ -	\$ -	
			Special	LANDSCAPE PLANTING PLAN	58								\$ -						\$ -	\$ 9,341	
			Special	LANDSCAPE PLANTING DETAILS	24								\$ -						\$ -	\$ 3,807	
			Special	IRRIGATION PLAN	4								\$ -					6,500	\$ 7,150	\$ 7,919	
			Special	IRRIGATION DETAILS	2								\$ -					1,500	\$ 1,650	\$ 2,034	
			Special										\$ -						\$ -	\$ -	
			Special	TASK SS3. DRAINAGE MODIFICATIONS									\$ -						\$ -	\$ -	
			Special	DRIANAGE AREA MAP	20								\$ -						\$ -	\$ 2,769	
			Special	INLET AND STORM DRAIN CALCULATIONS	64								\$ -						\$ -	\$ 8,164	
			Special	STORM DRAIN PLAN AND PROFILE	84								\$ -						\$ -	\$ 9,967	
			Special	CITY OF BURLESON - DRAINAGE DETAILS	14								\$ -						\$ -	\$ 1,745	
													\$ -						\$ -	\$ -	
Total Hours / Quantity					2,102	750	-	-	3,000	-	25	4,768		\$ 15,100	\$ 7,675	\$ 11,500	\$ 2,500	\$ 8,000			
Total Effort					\$ -	\$ 469	\$ -	\$ -	\$ 300	\$ -	\$ 6	\$ 1,192	\$ 1,967	\$ 16,610	\$ 8,443	\$ 12,650	\$ 2,750	\$ 8,800	\$ 49,253	\$ 360,500	

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Two Hundred Ninety Seven Thousand Six Hundred Twenty Two Dollars (\$297,622).

Compensation to FNI for Special Services in Attachment A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Sixty Two Thousand Eight Hundred Seventy Eight Dollars (\$62,878).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	83	147
Professional 2	109	171
Professional 3	105	239
Professional 4	165	249
Professional 5	196	350
Professional 6	212	414
Construction Manager 1	104	135
Construction Manager 2	90	172
Construction Manager 3	132	163
Construction Manager 4	155	212
Construction Manager 5	192	267
Construction Manager 6	236	300
Construction Representative 1	84	86
Construction Representative 2	87	94
Construction Representative 3	99	159
Construction Representative 4	114	182
CAD Technician/Designer 1	69	144
CAD Technician/Designer 2	112	167
CAD Technician/Designer 3	146	213
Corporate Project Support 1	57	117
Corporate Project Support 2	75	186
Corporate Project Support 3	118	278
Intern / Coop	49	84

Rates for In-House Services and Equipment

Mileage	Bulk Printing and Reproduction		Equipment	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
				Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				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.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.