

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, June 30, 2022 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.

The City shall pay Consultant an amount not to exceed One Hundred Seventy-four Thousand, Two Hundred Ninety Dollars (**\$174,290.00**) 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 Expiration Date, 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 will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering or landscape architectural profession(s), both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Consultant agrees to perform those special expertise services to the appropriate local, regional and national professional standards. Consultant will 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" and the terms and conditions of this Agreement, 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 WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, SUBJECT TO THE

LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B) AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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: Scott Hubley
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-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.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

INSERT NAME:

By: _____

By:  _____

Name: _____

Name: Scott Hubley, P.E.

Title: _____

Title: Vice President/Principal

Date: _____

Date: 6/30/22

APPROVED AS TO FORM AND LEGALITY:

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

ATTACHMENT A
SCOPE OF SERVICES

BACKGROUND

The City of Burlison (CITY) adopted its current *Design Criteria Manual* in 2008. Since its adoption, changes to CITY standards, practices, and initiatives, as well as evolving engineering and development best practices, have necessitated a review and update of the *Design Criteria Manual* and associated development guidance documents and policies.

Relatedly, the current CITY *Subdivision Ordinance* contains several sections outlining technical requirements that are better suited for inclusion with the CITY *Design Criteria Manual*. CITY Engineering Services staff have the practical knowledge and professional expertise necessary to evaluate and enforcement these requirements and to issue variances from engineering criteria where necessary. However, since much of the engineering criteria is contained in the *Subdivision Ordinance*, CITY Planning and Zoning Commission is currently responsible for evaluating these types of waiver requests. It is a stated goal of this project to reorganize the engineering criteria and subdivision regulations into two separate and distinct documents to streamline the development application and review process for CITY staff and applicants.

Freese and Nichols, Inc. (FNI) proposes to render professional engineering services in support of this effort as outlined in the following SCOPE OF SERVICES.

BASIC SERVICES

Task 1 – Project Management and Meetings

- a. FNI will provide project management services including project coordination and communication with CITY and monthly project status reporting, scheduling, and invoicing, at a minimum.
- b. FNI will hold one (1) internal project kickoff meeting.
- c. FNI will provide standard quality assurance/quality control (QA/QC) review of deliverables in advance of submittal to CITY.
- d. The anticipated project duration is eight (8) months.
- e. This scope assumes up to twelve (12) project meetings. The purpose and nature of each anticipated meeting is specifically identified in the following sections of the scope. The anticipated meetings are listed below:
 - a. Meetings #1 - #4: Staff Visioning Workshops
 - b. Meeting #5: Diagnostic Summary Staff Debrief
 - c. Meeting #6: First Draft *Design Criteria Manual* Staff Review
 - d. Meeting #7: Second Draft *Design Criteria Manual* Staff Review
 - e. Meeting #8 - #9: Development Community Workshops
 - f. Meeting #10: Draft *Design Criteria Manual* Review Meeting with Johnson County (COUNTY)
 - g. Meeting #11: Workshop with CITY Council
 - h. Meeting #12: Miscellaneous, as Needed

Task 2 – Visioning Workshops

- a. FNI will review the CITY ordinances, design manual, COUNTY subdivision regulations, and other guidance documents to develop an initial understanding of CITY standards, ordinance provisions, and development

processes. CITY will provide the review documents in editable format (i.e. MS Word) to FNI for use in review and to serve as a platform for modification to these documents.

- b. CITY will provide a list of known problems and concerns to be addressed, including common development application concerns and variance requests. CITY will also develop a list of desired additions to existing design guidance documents and ordinances. These notes will be provided to FNI in advance of the Visioning Workshops.
- c. FNI will hold four (4), sixty (60) minute Visioning Workshops (Meetings #1 - #4) with CITY at CITY offices to establish a common vision of the manual content. FNI will develop a meeting agenda and a questionnaire for use in CITY visioning workshops, which will be provided in advance of the meeting. Staff from COUNTY will be included to discuss current development standards and concerns within CITY's ETJ. The workshops will be comprised of staff from the following CITY and COUNTY departments, at a minimum:
 - i. CITY Engineering Services
 - ii. CITY Public Works – Water / Sewer and Drainage / Paving
 - iii. CITY Development Services
 - iv. COUNTY Public Works
- d. FNI will provide Meeting Minutes reflecting items discussed during the work sessions. These meeting minutes will be reviewed by CITY, and any corrections will be provided by CITY in writing. These Meeting Minutes will serve as the basis for the Diagnostic Review and Recommendations (Task 3) performed by FNI.
- e. FNI will attend up to two (3) City Council meetings (Meetings #11 - #12) in support of CITY during discussion about revised guidance documents and ordinances. At least one (1) meeting will occur prior to delivery of the Final *Design Criteria Manual*. This scope assumes that CITY will develop and present content. FNI will provide exhibits, graphics, and figures by CITY request for use in meeting materials.

Task 3 – Diagnostic Review and Recommendations

- a. FNI will review the CITY design guidance documents and provide recommendations to address deficiencies identified during the Visioning Workshops. Additionally, FNI will provide recommendations on enhanced technical standards and requirements based on regionally accepted criteria, best practices, and state regulatory guidance.
- b. FNI will review the following documents in full:
 - a. *Design Criteria Manual*
 - b. *Code of Ordinances Appendix A – Subdivision and Development (Articles 4-7)*
 - c. *Drainage, Paving, Sewer and Water Standard Details*
 - d. *Code of Ordinances, Chapter 42 – Floods*
 - e. *Floodplain Development Permit*
 - f. *Letter of Permission for Grading or Concentration of Flow*
 - g. *Storm Water Management Site Plan (SWMSP) Checklist (Large and Small)*
- c. FNI will review the following documents for context and to evaluate specific concerns provided by CITY:
 - a. *Code of Ordinances Appendix A – Subdivision and Development (Articles 1-3, 8-9)*
 - b. *Code of Ordinances Appendix B – Zoning*
 - c. *Code of Ordinances Appendix C – Design Standards*
 - d. *Development Guide*
 - e. *Subdivision Rules and Regulations of Johnson County, Texas*
- d. FNI will provide a Diagnostic Summary of identified conflicts and issues and initial recommendations for changes to current criteria. This Diagnostic Summary will also include a Draft Table of Contents and

Template outlining the proposed format for the new *Design Criteria Manual*. CITY will review the Diagnostic Summary and, to the extent feasible, provide feedback and questions to FNI in advance of Meeting #5.

- e. FNI will meet one (1) time with CITY (Meeting #5) to discuss the initial recommendations. The CITY will direct FNI upon which updates to the design guidance documents, ordinances, and technical standards to incorporate into the revised documents.
- f. FNI will provide Meeting Minutes in the form of a revised Diagnostic Summary reflecting items discussed during the meeting. These Meeting Minutes will be reviewed by CITY, and any corrections will be provided CITY in writing. These Meeting Minutes will serve as the basis for the Design Manual Update (Task 4) performed by FNI.

Task 4 – Design Manual Update

- a. FNI will develop a new *Design Criteria Manual*. The development of the manual will encompass three (3) drafts:
 - a. First Draft *Design Criteria Manual*
 - b. Second Draft *Design Criteria Manual*
 - c. Final *Design Criteria Manual*
- b. The following revisions are understood to be part of Task 4:
 - a. Reorganization of existing manual per approved outline
 - b. Incorporation of new or updated technical standards
 - c. Update of existing tables and figures and incorporation of new tables and figures, as appropriate
 - d. Update of associated CITY ordinances to incorporate technical standards into the *Design Criteria Manual* where appropriate, reflect new or updated criteria, resolve conflicts between guidance documents, and/or to address other specific concerns identified by CITY during the Visioning Workshops. These updates will be provided in the form of redlined documents for formal revision by CITY staff.
 - e. Update of existing *Standard Details*
 - f. Development of a *Civil Construction Sheet Checklist* and *Standard Sheet Notes*
 - g. Creation of embedded links and references to other relevant CITY design guidance and ordinances
 - h. Creation of a hyperlinked, bookmarked, searchable document for upload to CITY website, provided as the final deliverable.
- c. This scope assumes that revisions under Task 4-b. will require no more than 400 hours of staff time per the manhours estimate (attached). Available budget estimates for work remaining will be provided with monthly billing. Additional revisions beyond this level of effort may be executed as part of SPECIAL SERVICES.
- d. CITY will review each draft and provide written comments to FNI. FNI will meet up to two (2) times (Meetings #6 and #7) with CITY to resolve comments.
- e. FNI will participate in two (2) work sessions with the development community (Meetings #8 and #9) to receive feedback on the draft *Design Criteria Manual* after the delivery of the First and Second Drafts. CITY will direct FNI on which feedback from the development community to incorporate into the Final *Design Criteria Manual*.
- f. FNI will participate in one (1) review meeting with COUNTY (Meeting #10) to receive feedback on the draft *Design Criteria Manual*. CITY will direct FNI on which feedback from the County to incorporate into the Final *Design Criteria Manual*.

SPECIAL SERVICES

Task A – Contingency

- a. FNI will provide continuing services as described in Task 4 in the event that the defined level of effort is exceeded.
- b. This task may also comprise related work and revisions not specifically defined in Task 4.
- c. The scope and budget for performing these services will be agreed upon in writing by CITY and FNI in advance of performing the work. Work will begin upon written authorization by CITY.

ADDITIONAL SERVICES

ADDITIONAL SERVICES not included in the BASIC SERVICES will be negotiated with CITY as necessary. Compensation will be based upon either a mutually agreed lump sum fee or an hourly basis. ADDITIONAL SERVICES, which must receive written authorization from CITY before being performed, include but are not limited to:

- 1. Staff time for revisions beyond that allocated to Task 4-b.
- 2. Additional meetings with CITY beyond the number specifically defined
- 3. Review of additional CITY design guidance documents and/or ordinances beyond those specifically defined
- 4. Additional drafts of or revisions to the *Design Criteria Manual* beyond those specifically defined
- 5. Formal revisions to ordinances
- 6. Creation of new or revised permits, details, checklists, development application forms, or standard operating procedures beyond those specifically defined
- 7. Staff training
- 8. Engineering and development review support

COMPENSATION

FNI agrees to provide the professional services described above for the not-to-exceed fee of One Hundred Seventy-Four Thousand Two Hundred Ninety Dollars (\$174,290) allocated to the tasks shown below:

<u>TASK</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
1	Project Management and Meetings	\$6,076
2	Visioning Workshops	\$19,059
3	Diagnostic Review and Recommendations	\$40,953
4	Design Manual Update	\$88,202
A	<i>Contingency (Special Services)</i>	<u>\$20,000</u>
TOTAL		\$174,290

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 SC, FNI will notify OWNER for OWNER's approval before proceeding.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	107
Professional 2	130
Professional 3	146
Professional 4	169
Professional 5	197
Professional 6	225
Construction Manager 1	85
Construction Manager 2	111
Construction Manager 3	131
Construction Manager 4	164
CAD Technician/Designer 1	91
CAD Technician/Designer 2	117
CAD Technician/Designer 3	145
Corporate Project Support 1	87
Corporate Project Support 2	105
Corporate Project Support 3	139
Intern / Coop	53
Senior Advisor	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (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 1.15. 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 1.15. 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 2021.

ID	Task Mode	Task Name	Duration	Start	Finish	Half 1, 2023					
						S	N	J	M	M	
1		Project Set Up & Visioning	71 days	Tue 9/6/22	Tue 12/13/22	[Summary Bar]					
2		NTP: Project Start* (estimated)	0 days	Tue 9/6/22	Tue 9/6/22	9/6					
3		Project Set Up	1 day	Tue 9/6/22	Tue 9/6/22	9/6					
4		Internal Kickoff Meeting	0 days	Tue 9/6/22	Tue 9/6/22	9/6					
5		Review City Standards and Concerns	10 days	Wed 9/7/22	Tue 9/20/22						
6		Develop Agenda and Questionnaire	1 day	Wed 9/21/22	Wed 9/21/22	9/21					
7		MEETING: Visioning Workshops (Meetings #1 - #	0 days	Wed 9/21/22	Wed 9/21/22	9/21					
8		Prepare Meeting Minutes	4 days	Thu 9/22/22	Tue 9/27/22						
9		City Review	10 days	Wed 9/28/22	Tue 10/11/22						
10		Notice to Proceed: Diagnostic Review	0 days	Tue 10/11/22	Tue 10/11/22	10/11					
11		Diagnostic Review	20 days	Wed 10/12/22	Tue 11/8/22						
12		DELIVERABLE: Diagnostic Summary	0 days	Tue 11/8/22	Tue 11/8/22	11/8					
13		City Review	10 days	Wed 11/9/22	Tue 11/22/22						
14		MEETING: Diagnostic Summary Staff Debrief (Meeting #5)	0 days	Tue 11/22/22	Tue 11/22/22	11/22					
15		Prepare Updated Diagnostic Summary	5 days	Wed 11/23/22	Tue 11/29/22						
16		City Review	10 days	Wed 11/30/22	Tue 12/13/22						
17		Design Criteria Manual Update	105 days	Tue 12/13/22	Tue 5/9/23	[Summary Bar]					
18		NTP: DCM Update	0 days	Tue 12/13/22	Tue 12/13/22	12/13					
19		First Draft DCM	30 days	Wed 12/14/22	Tue 1/24/23						
20		DELIVERABLE: First Draft DCM	0 days	Tue 1/24/23	Tue 1/24/23	1/24					
21		City Review	10 days	Wed 1/25/23	Tue 2/7/23						
22		MEETING: DCM Staff Work Session #1 (Meeting	0 days	Tue 2/7/23	Tue 2/7/23	2/7					
23		MEETING: Developer Work Session #1 (Meeting	0 days	Tue 2/7/23	Tue 2/7/23	2/7					
24		MEETING: County Review Meeting (Meeting #	100 days	Tue 2/7/23	Tue 2/7/23	2/7					
25		Second Draft DCM	30 days	Wed 2/8/23	Tue 3/21/23						
26		DELIVERABLE: Second Draft DCM	0 days	Tue 3/21/23	Tue 3/21/23	3/21					
27		City Review	10 days	Wed 3/22/23	Tue 4/4/23						
28		MEETING: DCM Staff Work Session #2 (Meeting	0 days	Tue 4/4/23	Tue 4/4/23	4/4					
29		MEETING: Developer Work Session #2 (Meeting	0 days	Tue 4/4/23	Tue 4/4/23	4/4					
30		Final DCM	25 days	Wed 4/5/23	Tue 5/9/23						
31		DELIVERABLE: Final DCM	0 days	Tue 5/9/23	Tue 5/9/23	5/9					
32		Council Meetings	74 days	Wed 1/25/23	Tue 5/9/23	[Summary Bar]					
33		Council Meeting #1 (Meeting #11) (Date TBD)	0 days	Wed 1/25/23	Wed 1/25/23	1/25					
34		Misc. Meeting, As Needed (Meeting #12) (Date TBD)	0 days	Tue 5/9/23	Tue 5/9/23	5/9					

Project: 2022-04-11 - Draft Sch
Date: Thu 6/30/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			