CSO#1353-05-2020

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by City of Burleson, Texas, hereinafter called "CITY" or "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: CITY agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; CITY agrees to pay to FNI compensation. The Project is described as follows: Water/Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Assistance.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of CITY which is attached to and made a part of this AGREEMENT.

III. **COMPENSATION:** CITY agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO – Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a not to exceed fee amount of $380,000.00. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by CITY, or if FNI's services are extended for more than 60 calendar days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the CITY and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between CITY and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.
IN TESTIMONY HEREOF, they have executed this AGREEMENT, the 4 day of May, 2020.

APPROVED AS TO FORM:

City Attorney

City of Burleson, Texas
(CITY / OWNER)

By: Bryan Langley City Manager
Print or Type Name and Title

Freese and Nichols, Inc.
(FNI)

By: Jessica Brown
Jessica Brown, Vice President
Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

PROJECT DESCRIPTION

This project is an update to the City's 2015 Water and Wastewater Master Plan and Impact Fee Study in order to proactively respond to growth and development for the City of Burleson. The master plan process will update the future demand and flow projections, updates to the water and wastewater hydraulic models, and an updated Capital Improvements Plan. The impact fee update will keep the City aligned with the rules and regulations of TAC Chapter 395 which dictates impact fees in the State of Texas. Also included in this scope of services is a Risk and Resiliency Assessment and Emergency Response Plan. This is in response to the American Water Infrastructure Act of 2018 released by the EPA. All public water utilities are required to certify that these items are completed and updated every 5 years.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task A. Project Management and Data Collection

A.1 Administration: Perform general administration duties with the project, including progress meeting scheduling, general correspondence, office administration, and monthly invoicing.

A.2 Project Kick-off Meeting: FNI will conduct a kick-off meeting with the City to discuss and solicit input for objectives and goals of the project. The team will also review project scope, schedule, communication, and present a data request memorandum.

A.3 Document Control: FNI has established Document Control procedures to enable proper recordkeeping and retrieval. The Document Control procedures use a standardized electronic and paper file index, set up at the outset of the project. Protocols are observed for electronic and paper records, confidentiality and security, and proper distribution and retention. Documents will be assigned unique names and the filename and path included in the footer of each document.

A.4 Monthly Progress Reports: A Monthly Status Report will be submitted, summarizing progress against specific tasks and scheduled tasks to be accomplished in the upcoming month; outlining upcoming key decisions which will require input from, or discussion with, City staff; and listing any problems or unresolved issues.

A.5 Data Collection: FNI will compile information from the City including GIS files, as-built, work order data and preliminary design drawings for projects currently under design. FNI will review the data request memorandum with the City to determine what data and data format is available from the City. FNI will obtain input on customer complaints to determine areas of pressure concerns during summer conditions and areas with overflow problems under wet weather conditions.

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Task B. Develop Water and Wastewater Load Projections for Future Conditions

B.1 Utilize Data from City to Update Existing Population and Commercial Development and Peak Water Demands and Wastewater Loads: FNI will geocode the water billing meter data. FNI will utilize existing water meters, water account data, aerial mapping and planning data from the City to estimate existing population and commercial development and distribution throughout the water and wastewater service area. FNI will review historical water demand and wastewater flow data to estimate existing peak water demand and wastewater flows and allocate these loads throughout the system.

B.2 Develop Land Use Assumptions for Future Conditions: FNI will utilize the City's Comprehensive Plan and other resources to develop land use assumptions for residential and commercial growth for 5-year, 10-year, 20 year and ultimate buildout conditions based on the delineated service areas.

B.3 Develop Water Demand and Wastewater Load Projections: FNI will use land use maps, historical usage data and input from the City's staff to develop future water demands for 5-year, 10-year and buildout conditions and wastewater loads for 5-year, 10-year, 20-year probable development, and ultimate buildout conditions for residential and commercial land uses. FNI will develop the wastewater loads utilizing per capita flow, peaking factors, and Infiltration/Inflow (I/I) values comparable to those used for modeling and planning in other cities in the region, and in accordance with TCEQ guidelines.

B.4 Meet with the City to Review the Updated Demand Projections: FNI will prepare for and conduct a meeting with City staff on the updated population, water demand, and wastewater flow projections.

Task C. Water and Wastewater Model Update and Model Calibration

C.1 Update Water System Model: FNI will update the existing water model using the City's latest GIS data and record drawings of recently constructed improvements to update the water system model for all pipes in the City's GIS. FNI will convert the existing water system model from the H2OMap Water Software to InfoWater Software bringing the water model from a standalone platform to a GIS based one. FNI will update pumping and storage facility data in the model to represent the existing water system conditions.

C.2 Update Wastewater System Model: FNI will utilize the City's most recent GIS mapping of the wastewater system and record drawings of major wastewater projects to update the wastewater system model for 10-inch and larger wastewater lines and other critical wastewater lines and lift stations in the modeling software. FNI will convert the existing water system model from the H2OMap Sewer Software to InfoSewer Software bringing the wastewater model from a standalone platform to a GIS based one. FNI will add lift station data for selected facilities to the model to represent the existing wastewater system conditions.

C.3 Distribute Future Water Demands and Wastewater Flows throughout the City: FNI will distribute the water demands for each planning period throughout City using the updated demand database. FNI will distribute the wastewater flows for each planning period throughout City using the updated flow database. Large industrial and commercial demands will be distributed as point loads in the water and wastewater system models.

C.4 Identify and Map Testing Locations to Conduct Field Testing: FNI will identify locations for field testing based on model calibration needs and areas of concern from the City. Pressure testing will be conducted for two (2) weeks with up to twelve (12) pressure testing locations being utilized throughout the City. FNI will prepare procedures for field testing showing proposed location of testing, duration of testing, required operational data during testing period and assistance from City. City staff will

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provide SCADA data, including flows and discharge pressures at pump stations and tank levels, for testing time period in 30-minute increments.

C.5 Conduct EPS Model Calibration: FNI will conduct a 24-hour extended period simulation model calibration by adjusting c-factors, peaking factors, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.

C.6 Flow Meter and Rain Gauge Site Selection and Installation: FNI will identify locations in the existing system to conduct flow monitoring and additional locations for rainfall monitoring for use in calibration of the hydraulic model. FNI will meet with the City to review the proposed locations. FNI will perform reconnaissance of the metering sites with City staff to determine the suitability for metering based on hydraulics and accessibility during rainfall periods.

C.7 Temporary Flow Monitoring and Analysis: FNI will perform temporary flow and rainfall monitoring at up to 10 locations for sixty (60) days and analyze gathered data. The flow and rainfall data will be collected at 5-minute intervals for both dry and wet weather flow periods.

1) Analyze flow data for sub-basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
2) Develop hydrographs for dry and wet weather flow conditions.
3) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations
4) Determine peak infiltration rates during high groundwater conditions, if possible.

C.8 I/I Characterization and Ranking: Flow data will be compared with rainfall data to determine amount of inflow and infiltration experienced during selected storm events. FNI will utilize current and available historical data to characterize the I/I in the wastewater collection system. Mapping will be developed for all the flow meter basins to characterize and rank the basins by the amount of I/I entering the collection system.

C.9 Conduct Wastewater Model Calibration: FNI will calibrate the updated wastewater model for each of the flow meter sites based on recent temporary flow monitoring. Each flow meter basin will be calibrated to reflect the existing collection system conditions.

Task D. Conduct Water and Wastewater Analysis for Existing and Future Conditions

D.1 Perform Modeling of Existing Water and Wastewater Systems: FNI will utilize calibrated water model to perform extended period modeling of the existing water system for average day and maximum day water demands to determine capacity and deficiencies within the existing water system. FNI will evaluate the City's compliance with TCEQ capacity requirements including elevated storage, ground storage and pumping capacity and identify areas with pressure issues. The water distribution system piping will be evaluated for excessive headloss and velocities during peak hour conditions. The wastewater system modeling will use the calibrated wastewater model to analyze peak flow conditions for the existing wastewater system to determine capacity and deficiencies.

D.2 Conduct Fire Flow Analysis: FNI will utilize the water model to conduct a fire flow analysis to identify areas with less than 1,000 gpm fire flow capacity. Fire flow results will be shown using shading of available fire flows for each hydrant in the model.

D.3 Meet with City to Review Calibration Results and Existing System Evaluation from the Modeling: FNI will meet with the City to discuss field testing, model calibration and existing system capacity

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evaluation. FNI will prepare mapping showing field vs. model results for pressures and flows demonstrating model calibration and existing system evaluation.

D.4 Develop Water and Wastewater System Improvement Alternatives for Future Conditions: FNI will develop the following future scenarios to identify water and wastewater infrastructure needs:

- Future water scenarios include:
  - 5-year maximum day + peak hour model
  - 10-year maximum day + peak hour model
  - Buildout maximum day + peak hour model
- Future wastewater scenarios include:
  - 5-year peak wet weather flow model
  - 10-year peak wet weather flow model
  - 20-year peak wet weather flow model with known probable developments
  - Ultimate buildout peak wet weather flow model

FNI will utilize these models to simulate a number of system improvement alternatives to meet future growth planning periods. Water system facilities and lines will be sized to meet maximum day demands, peak hour demands and to provide adequate fire flows of at least 1,000 gpm under maximum day demand conditions. Pressure plane delineation will also be evaluated. Wastewater facilities and lines will be sized to meet peak wet weather flows.

D.5 Meet with City to Review Future System Analysis Results: FNI will meet with City to review alternatives for future system improvements for both water and wastewater systems and proposed system improvements to meet future water and wastewater needs. FNI will prepare mapping to identify the need for the improvements based on future system analysis results.

Task E. Water and Wastewater CIP and Master Plan Report

E.1 Develop Draft Water and Wastewater Capital Improvement Plan (CIP) Costs, Phasing Plan and Mapping: FNI will develop a draft CIP for the water and wastewater systems to address existing deficiencies while planning for future growth. The CIP will include the scheduling of projects based upon water and wastewater system modeling requirements and reliability needs, and mapping showing project locations. FNI will develop draft set of improvements in 5-year, 10-year, 20 year, and buildout periods. FNI will develop planning level costs for each proposed project. Costs will be in current year dollars and will include engineering and contingencies.

E.2 Meet with the City to Discuss Draft Capital Improvement Plans for Water and Wastewater System Improvements: FNI will meet with the City to discuss the recommended Water and Wastewater system improvements for 5-year, 10-year, 20-year, and buildout planning periods.

E.3 Revise CIP and Prepare Draft Water and Wastewater System Master Plan Report: FNI will revise the hydraulic modeling and CIP based upon the City's comments and feedback and prepare a master plan report discussing field test results, assumptions, water demand and wastewater flow projections and recommended capital improvement plans including phasing and costs of improvements. The report will include colored maps showing proposed system improvements as well as GIS digital copies. FNI will provide the City with five (5) copies of the draft report for review.

E.4 Finalize Water and Wastewater System Master Plan: FNI will finalize the Master Plan Report based on comments from the City. FNI will provide the City with ten (10) copies of the final report, and electronic PDF copy, and any requested modeling/GIS files.

E.5 Conduct Water and Wastewater Master Plan Report Presentation: FNI will develop a presentation and present the results of the Water and Wastewater Master Plan to City Council.

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WATER and WASTEWATER IMPACT FEE STUDY

Task F. Develop Land Use Assumptions and Capital Improvement Plan

F.1 Develop Impact Fee Land Use Assumptions: FNI will use data developed in the Water and Wastewater Master Plan to develop 10-year impact fee land use assumptions.

F.2 Determine Existing and Proposed Water and Wastewater Improvements Eligible for Impact Fees: FNI will review recently completed water and wastewater improvements over the last 5 years and determine which projects are eligible for future cost recovery from growth. FNI will use the CIPs from the Water and Wastewater Master Plan to determine proposed impact fee eligible projects. Maps will be prepared showing the existing and proposed water and wastewater capital improvement plan projects included in the impact fee calculation.

F.3 Meet with City to Review Existing and Proposed Water and Wastewater Projects Eligible for Impact Fee Analysis: FNI will meet with the City to review existing and proposed water and wastewater system improvements identified to be included in the impact fee analysis.

F.4 Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Recently Completed and New Capital Improvement Projects for 10-year Projected Growth: FNI will evaluate existing completed projects for remaining capacity and new projects for eligible capacity for impact fee cost recovery for 10-year projected growth.

F.5 Calculate Water and Wastewater Costs Eligible for Impact Fee Cost Recovery: FNI will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery.

F.6 Conduct Financial Analysis of Water and Wastewater Capital Improvement Plans to Determine Eligible Financing Costs for Inclusion into Impact Fee Calculations: FNI will project Financing Costs for Water and Wastewater Capital Improvement Plans based on proposed phasing program that are eligible for inclusion into Impact Fees Calculations.

F.7 Develop Service Unit Equivalents (SUEs) for Water and Wastewater: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year projected growth conditions for the water and wastewater systems.

F.8 Calculate Maximum Allowable Water and Wastewater Impact Fees without Credit Calculation: FNI will develop maximum allowable water and wastewater impact fees using existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs over the 10-year period.

Task G. Impact Fee Report Development and Meeting Attendance

G.1 Develop Draft Water and Wastewater Impact Fee Study Report: FNI will prepare and send five (5) copies of the draft water and wastewater impact fee study report discussing methodology, water and wastewater loads, utilization of water and wastewater improvements, and impact fee calculations. Report will include water and wastewater maps showing the existing and proposed system improvements required to meet projected 10-year growth and maximum allowable water and wastewater impact fees.

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G.2 Meet with the City Staff on the Draft Impact Fee Report: FNI will meet with City Staff to discuss the report findings, impact fee calculations, and recommendations for setting the water and wastewater impact fees for the City. Following the meeting, FNI will incorporate revisions into Impact Fee Study Report.

G.3 Finalize Water and Wastewater Impact Fee Study Report: Based on comments by City's Staff, FNI will finalize and send ten (10) copies of the final Water and Wastewater Impact Fee Study to the City along with an electronic copy of files for graphs, forms and tables of the impact fee calculations including a PDF for the final report.

G.4 Present Land Use Assumptions and Impact Fee CIPs and Analysis to the Capital Improvement Program Advisory Committee (CIPAC): FNI will attend up to two (2) CIPAC meetings to present Land Use Assumptions, the Water and Wastewater Impact Fee CIPs, results of impact fee analysis and comparison of impact fees of surrounding communities.

G.5 Attend Public Hearing and Meet with City Council on the Adoption of the Impact Fees: FNI will attend one (1) Public Hearing to review Land Use Assumptions and water and wastewater CIPS and results of impact fee analysis. At this hearing, it is anticipated that City staff will present recommendations on the Adoption of the Impact Fees for Water and Wastewater to the City Council.

AWIA RISK AND RESILIANCE ASSESSMENT and EMERGENCY RESPONSE PLAN

Task H. Conduct Risk and Resilience Assessment

The Risk and Resilience Assessment (RRA) is an all hazards approach to identify hazards, relative probabilities of occurrence, identify assets at risk, and develop a management plan to mitigate risks. FNI will conduct up to 3 meetings with staff to discuss project progress, and one presentation to the City Manager or City Council summarizing the Risk and Resilience Assessment.

H.1 Data Collection and Review: As part of the project kickoff meeting, FNI will meet with the Burleson to determine the RRA team participants, needs and schedule. The following items will be discussed during the meeting:

- Project goals
- Project schedule
- Data collection for review by FNI
- Communication and information flow for the project
- Additional entities to coordinate with in the development of the project

Burleson will provide the following documents, if available, to FNI for review:

- Previous vulnerability and risk assessments
- System diagrams
- Existing security plans and procedures
- Business continuity plans / Continuity of operations plans
- SCADA system information
- Source water protection plans
- Interlocal agreements with neighboring utilities
- Local natural hazard mitigation plan(s)
- Emergency response plans

Other documents that may be related to the vulnerability and resilience of the water system.

H.2 Identification of Critical Assets and Threats (and Workshop 1): FNI will review the data collected for the Burleson's water system to identify a preliminary list of assets. A database of the assets will

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be created for future evaluation through the project. FNI will conduct a preliminary evaluation of identified threats based on available published information from the U.S. EPA, FEMA, USGS, DHS and other relevant agencies. Threats to be evaluated include direct hazards to the water system from malevolent man-made sources and natural events, as well as tangential hazards from impacts to system dependencies or unaffiliated but near-proximity infrastructure.

FNI will conduct one workshop (Asset-Threat Workshop) with the Burleson RRA team to develop a prioritized list of asset-threat pairs to conduct a further risk and resilience evaluation. In the workshop, FNI will lead the RRA team through a review of the assets and an initial screening of consequences of failure to develop a list of critical assets.

FNI will then lead the RRA team through an evaluation of malevolent, natural, and dependency hazards to identify those of most relevance to the water system. Finally, FNI will facilitate the RRA team through a review of asset-threat pairs to prioritize the pairs to focus the risk and resilience evaluation.

The RRA will include a limited review of the operation and maintenance of the water system. FNI will discuss the status of an asset management program and approaches that could be undertaken to improve the Burleson's resilience. The results of the assessment will be included in the RRA Report. Up to 20 asset-threat pairs to be evaluated for the water system. Additional asset-threat pairs will be conducted upon request of the Burleson as an Additional Service.

H.3 Cyber Security Evaluation (and Workshop 2): Utilizing a cybersecurity framework guide following AWWA's cybersecurity protocols, FNI will meet with staff identified during the Kickoff Meeting with knowledge of the Burleson SCADA system, software and hardware technology, and information security protocols and procedures. The workshop will focus on evaluation of the implementation of the "Priority 1" protocols identified in the AWWA Water Sector Cybersecurity Risk Management Guidance (2019).

FNI will compile the information collected in the Cybersecurity Workshop to identify gaps in security, threats to the water system and recommendations for improvements in conjunction with the information developed in Task H.2.

H.4 Risk and Resilience Analysis (and Workshop 3): For each of the prioritized asset-threat pairs, FNI will conduct an initial evaluation to estimate the probability of occurrence of the threat (T), the vulnerability (V) of the assets to failure from the threat, and the consequence (C) of asset failure. FNI will initially input existing measures in place that serve to increase the resilience of the critical assets by mitigation of one or more of the risk factors. The risk to each asset is calculated as:

Risk = Consequence * Vulnerability * Threat

FNI will facilitate a final Workshop with the RRA team to present, evaluate and adjust the calculated risk for each asset-threat pair assessed based on team feedback. Through the workshop, a risk value for each asset-threat pair will be developed to allow for prioritization of assets for improvements. During the workshop, an initial identification of additional mitigation measures to further reduce risk and improve resilience will be identified. Mitigation measures may include policy and procedure improvements, physical security upgrades, structural improvements, staffing adjustments, and other actions.

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H.5 Risk and Resilience Management: FNI will evaluate the additional mitigation measures identified in the Risk and Resilience Analysis Workshop, and as appropriate, identify supplemental mitigation measures for consideration. The mitigation measures will be analyzed for risk reduction and resilience improvement, and rough approximation conceptual cost to Burleson. FNI will develop a prioritized list of mitigation measures based on benefit-cost ratio.

FNI will document the RRA and the prioritized mitigation measures for implementation in a draft RRA report. FNI will meet with the Burleson to provide a final briefing on the RRA, present the results of the assessment, and deliver the draft report.

H.6 Final RRA Report and Certification of Compliance: Upon receipt of final comments on the draft RRA report, FNI will finalize the RRA report. FNI will assist Burleson to complete and submit the certification of the Risk and Resilience Assessment through the online EPA portal. A copy of the certification will be maintained in the final RRA report.

Task I. Emergency Response Plan

The Emergency Response Plan (ERP) is a guidance document during emergencies that provides utility staff with well-defined response procedures intended to restore and maintain service delivery during times of crisis. FNI will utilize information presented in the City's Comprehensive Emergency Management Plan (CEMP) and the corresponding Emergency Support Functions (ESF) documents to develop the Emergency Response Plan. FNI will work with the City to develop Emergency Response Plan concepts with the following elements:

I.1 Data Collection and Review: During the project kickoff meeting, FNI will meet with the Burleson to determine the ERP team participants, needs and project schedule. The team members should be experts in one or more of the following areas or have a role in the execution of the ERP:

- Utility management
- Emergency management
- Water treatment and operations
- SCADA operations
- Human resources management
- Procurement
- Other representatives include members of local police, fire and the local emergency planning committee

The following items will be discussed during the meeting:

- Project goals
- Project schedule
- Data collection for review by FNI
- Communication and information flow for the project
- Additional entities to coordinate with in the preparation of the ERP
- Results of the Risk and Resilience Assessment

Burleson will provide the following documents, if available, to FNI for review:

- Existing emergency response plans for the utility or the overall organization
- Emergency preparedness plans
- Safety and security procedures
- Hazard mitigation plans
- System recovery plans

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- System diagrams
- Business continuity plans / Continuity of operations plans
- Source water protection plans
- Interlocal agreements with neighboring utilities
- Local natural hazard mitigation plan(s)
- Crisis communications plan
- Other documents that may be related to the preparedness of the water system.

I.2 Review of Existing Plans and Preparation of Initial ERP Outline (and Initial Workshop): FNI will review the data collected for the Burleson's water system to identify gaps and necessary information for an up-to-date ERP. FNI will prepare an initial inventory of available information to review/update and gaps in information where development by the ERP team will be required. The ERP will be developed generally according to the outline identified in the AWWA M19 guidance document.

FNI will conduct an initial workshop (ERP Preparation Workshop) with the ERP team. In this workshop, FNI will provide an overview of the proposed ERP contents and approach and the current status of information to fulfill these needs. Additional personnel necessary for the proper preparation of the ERP will be identified for inclusion in one or more of the future workshops.

I.3 Emergency Response Plan Preparation Workshops: Through a series of up to three (3) workshops, FNI will facilitate the ERP team to identify the components of the ERP. The critical components of an ERP include the following:

1. System overview
2. Incident management overview
3. Roles and responsibilities, based on NIMS and ICS
4. Internal and external contact information
5. General emergency response guidance
6. Communications plan
7. Record-keeping

Hazard-specific plans addressing relevant threats identified in the Risk and Resilience Assessment will be developed through the workshops. FNI will provide initial content for the hazard-specific plans based on Burleson's existing ERP and/or industry-standard guidance.

I.4 Draft Emergency Response Plan: FNI will compile the information collected and developed in the series of workshops to prepare a draft ERP. FNI will meet with the Burleson to present a briefing on the draft ERP, provide implementation recommendations, and solicit comments on the plan.

I.5 Final ERP and Certification of Compliance: Upon receipt of final comments on the draft ERP, FNI will finalize the ERP. FNI will assist Burleson to complete and submit the certification of the Emergency Response Plan through the online EPA portal. A copy of the certification will be maintained in the Burleson's ERP.

ARTICLE II

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. Field surveying required for the preparation of designs and drawings.

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B. Field layouts or the furnishing of construction line and grade surveys.

C. GIS mapping services or assistance with these services.

D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.

E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.

F. Providing renderings, model, and mock-ups requested by the OWNER.

G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.

H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.

I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

J. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

K. Conducting pilot plant studies or tests.

L. Preparing Operation and Maintenance Manuals or conducting operator training.

M. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

N. Assisting OWNER 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.

O. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

P. 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.

Q. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.

R. 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

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plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.

S. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

T. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services as follows:

FNI intends to complete the study per the attached project schedule. FNI expects the final report deliverables to be submitted within sixteen (16) months after the notice to proceed.

The AWIA Risk and Resiliency Assessment and Emergency Response Plan tasks are required to be certified with the EPA according to the following schedule:

- Risk and Resiliency Assessment: June 30, 2021
- Emergency Response Plan: December 31, 2021

However, the documents can be certified prior to the deadline dates.

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 City 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.

ARTICLE IV

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 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.

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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. 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.

G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.

H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Michelle McCullough, P.E., 141 West Renfro, Burleson, Texas 76028; Phone: 817-426-9616; E-mail: mmccullough@burlesontx.com

FNI's Project Manager – Andrew Franko, P.E., 4055 International Plaza Suite 200, Fort Worth, Texas 76109; Phone (817) 735-7515; Fax (817) 735-7491; e-mail: asf@freese.com

FNI's Accounting Representative – Jana Collier, 4055 International Plaza Suite 200, Fort Worth, Texas 76109; Phone (817) 735-7354; Fax (817) 735-7491; email: jvc@freese.com

FNI JB
OWNER LBL

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Hundred Eighty Thousand Dollars ($380,000).

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 CITY for CITY's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	81	146
Professional 2	95	154
Professional 3	115	220
Professional 4	151	237
Professional 5	188	350
Professional 6	197	391
Construction Manager 1	93	173
Construction Manager 2	109	185
Construction Manager 3	152	217
Construction Manager 4	206	281
CAD Technician/Designer 1	67	147
CAD Technician/Designer 2	98	152
CAD Technician/Designer 3	131	201
Corporate Project Support 1	50	122
Corporate Project Support 2	71	168
Corporate Project Support 3	98	259
Intern / Coop	42	84

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

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

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$100
Water Quality Meter (per day)	$100
Microscope (each)	$150
Pressure Recorder (per day)	$200
Ultrasonic Thickness Guage (per day)	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

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

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler 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 February 2020.

350022020

FNI JB

CLIENT LBL

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of Burleson, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.

2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.

3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.

5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		**Workers' Compensation**	
General Aggregate	$2,000,000	As required by Statute	
Automobile Liability (Any Auto)		**Professional Liability**	
CSL	$1,000,000	$3,000,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Client upon payment of FNI's fees for services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI JB
CLIENT LBL

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.

11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the 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, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CLIENT and in acceptance of the services as satisfactory by the CLIENT. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

    If CLIENT fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.

14. **SUCCESSORS AND ASSIGNMENTS:** CLIENT and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

    Neither CLIENT nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

FNI JB
CLIENT LBL

City of Burleson

Water/Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Assistance

4/17/2020

Fee Summary by Task

Task	Task Name	Total Hours	Total Labor Effort	Total Expense Effort*	Total Sub Effort	Total Effort
A	Project Management and Data Collection	68	$10,573	$733	$0	$11,306
B	Develop Water and Wastewater Load Projections for Future Conditions	104	$13,639	$995	$0	$14,634
C	Water and Wastewater Model Update and Model Calibration	252	$31,991	$5,378	$66,000	$103,370
D	Conduct Water and Wastewater Analysis for Existing and Future Conditions	281	$38,438	$2,910	$0	$41,348
E	Water and Wastewater CIP and Master Plan Report	303	$42,357	$6,031	$0	$48,387
	WATER & WASTEWATER MASTER PLAN UPDATE TOTAL	**1,008**	**$136,998**	**$16,047**	**$66,000**	**$219,045**
F	Develop Land Use Assumptions and Capital Improvement Plan	246	$33,783	$2,364	$0	$36,148
G	Impact Fee Report Development and Meeting Attendance	180	$27,510	$3,092	$0	$30,603
	WATER & WASTEWATER IMPACT FEE UPDATE TOTAL	**426**	**$61,294**	**$5,457**	**$0**	**$66,750**
H	AWIA Risk and Resiliency Assessment	324	$45,726	$4,458	$0	$50,184
I	AWIA Emergency Response Plan	278	$39,946	$4,075	$0	$44,021
	AWIA COMPLIANCE ASSISTANCE TOTAL	**602**	**$85,672**	**$8,533**	**$0**	**$94,205**
	GRAND TOTAL	**1,434**	**$283,964**	**$30,036**	**$66,000**	**$380,000**

*Total Expenses includes printing, binding, plotting, mileage, etc.

City of Burleson Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Ass 4/17/2020 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	$	380,000
	Special Services	$	-
	Total Project	$	380,000

Tasks				Labor									Expenses							Subconsultants		Total
Phase	Task	Basic or Special	Task Description	Jessica Brown	Andrew Franko	Nicholas McCormick	Liliana Contreras	Cassie Seaboum	Aaron Conine	Total Hours	Total Labor Effort		Tech Charge	Miles	Color (sheet)	Lg Format - Bond - Color (sq. ft.)	Other	Total Expense Effort		Flow Monitoring Sub	Total Sub Effort	Total Effort
				SA	PM	APM	EIT	GIS	Util. Design													
A	1	Basic	Administration		18					18	$	3,277	18					$	197		$ -	$ 3,474
A	2	Basic	Project Kickoff Meeting	2	2	4				8	$	1,490	8	40	200	50		$	179		$ -	$ 1,668
A	3	Basic	Document Control		2	4				6	$	916	6					$	51		$ -	$ 967
A	4	Basic	Monthly Progress Reports		6	12				18	$	2,748	18					$	153		$ -	$ 2,901
A	5	Basic	Data Collection		2	4	8	4		18	$	2,143	18					$	153		$ -	$ 2,296
B	1	Basic	Utilize Data from City to Update Existing Population and Commercial Development and Peak Water Demands and Wastewater Loads		4	8	12	4		28	$	3,483	28					$	238		$ -	$ 3,721
B	2	Basic	Develop Land Use Assumptions for Future Conditions	1	4	8	16	4		33	$	4,195	33					$	281		$ -	$ 4,476
B	3	Basic	Develop Water Demand and Wastewater Load Projections	1	2	6	16	4		29	$	3,555	29					$	247		$ -	$ 3,802
B	4	Basic	Meet with the City to Review the Updated Demand Projections	2	4	8				14	$	2,405	14	40	200	50		$	230		$ -	$ 2,635
C	1	Basic	Update Water System Model		2	8	16			26	$	3,167	26					$	221		$ -	$ 3,388
C	2	Basic	Update Wastewater System Model		2	8	16			26	$	3,167	26					$	221		$ -	$ 3,388
C	3	Basic	Distribute Future Water Demands and Wastewater Flows throughout the City		2	6	12	8		28	$	3,221	28					$	238		$ -	$ 3,459
C	4	Basic	Identify and Map Testing Locations to Conduct Field Testing	1	2	4	8	4		19	$	2,430	19	80			2,400	$	2,848		$ -	$ 5,278
C	5	Basic	Conduct EPS Model Calibration	1	4	16	24			45	$	5,771	45					$	383		$ -	$ 6,153
C	6	Basic	Flow Meter and Rain Gauge Site Selection and Installation	1	4	8	8	4		25	$	3,346	25					$	213		$ -	$ 3,558
C	7	Basic	Temporary Flow Monitoring and Analysis	2	2	8	8			20	$	2,891	20				500	$	720	60,000	$ 66,000	$ 69,611
C	8	Basic	I/I Characterization and Ranking		2	6	8	2		18	$	2,230	18					$	153		$ -	$ 2,383
C	9	Basic	Conduct Wastewater Model Calibration	1	4	16	24			45	$	5,771	45					$	383		$ -	$ 6,153
D	1	Basic	Perform Modeling of Existing Water and Wastewater Systems	2	12	24	48	8		94	$	11,921	94					$	799		$ -	$ 12,720
D	2	Basic	Conduct Fire Flow Analysis	1	4	6	12	2		25	$	3,306	25					$	213		$ -	$ 3,518
D	3	Basic	Meet with City to Review Calibration Results and Existing System Evaluation from the Modeling	2	8	16				26	$	4,237	26	40	500	200		$	519		$ -	$ 4,756
D	4	Basic	Develop Water and Wastewater System Improvement Alternatives for Future Conditions	4	18	32	48	12	8	122	$	16,569	122					$	1,037		$ -	$ 17,606
D	5	Basic	Meet with City to Review Future System Analysis Results	2	4	8				14	$	2,405	14	40	200	200		$	342		$ -	$ 2,748
E	1	Basic	Develop Draft Water and Wastewater Capital Improvement Plan (CIP) Costs, Phasing Plan and Mapping	4	20	40	48	12	12	136	$	18,787	136					$	1,156		$ -	$ 19,943
E	2	Basic	Meet with the City to Discuss Draft Capital Improvement Plans for Water and Wastewater System Improvements	2	4	8				14	$	2,405	14	40	500	200		$	417		$ -	$ 2,823
E	3	Basic	Revise CIP and Prepare Draft Water and Wastewater System Master Plan Report	4	12	40	40	8	8	112	$	15,353	112	40	2,500	500		$	1,975		$ -	$ 17,328
E	4	Basic	Finalize Water and Wastewater System Master Plan	1	2	8	8	4		23	$	2,981	23	40	5,000	1,000		$	2,219		$ -	$ 5,200
E	5	Basic	Conduct Water and Wastewater Master Plan Report Presentation	2	4	8	4			18	$	2,830	18	40	200	50		$	264		$ -	$ 3,094

City of Burleson	Project Fee Summary		
Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Ass	Basic Services	$	380,000
4/17/2020	Special Services	$	-
Detailed Cost Breakdown	Total Project	$	380,000

Tasks				Labor							Expenses						Subconsultants		Total
Phase	Task	Basic or Special	Task Description	Jessica Brown	Andrew Franko	Nicholas McCormick	Liliana Contreras	Cassie Seabourn	Aaron Conine	Total Hours	Total Labor Effort	Tech Charge	Miles	Color (sheet)	Lg Format - Bond - Color (sq. ft.)	Other	Total Expense Effort	Flow Monitoring Sub	Total Sub Effort	Total Effort
				SA	PM	APM	EIT	GIS	Util. Design											
F	1	Basic	Develop Impact Fee Land Use Assumptions		4	8	16	2		30	$ 3,720	30					$ 255		$ -	$ 3,975
F	2	Basic	Determine Existing and Proposed Water and Wastewater Improvements Eligible for Impact Fees	2	4	24	16	4		50	$ 6,689	50					$ 425		$ -	$ 7,114
F	3	Basic	Meet with City to Review Existing and Proposed Water and Wastewater Projects Eligible for Impact Fee Analysis	2	4	8				14	$ 2,405	14	40	400	200		$ 392		$ -	$ 2,798
F	4	Basic	Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Recently Completed and New Capital Improvement Projects for 10-year Projected Growth	2	8	16	20			46	$ 6,361	46					$ 391		$ -	$ 6,752
F	5	Basic	Calculate Water and Wastewater Costs Eligible for Impact Fee Cost Recovery	2	4	6	8			20	$ 2,979	20					$ 170		$ -	$ 3,149
F	6	Basic	Conduct Financial Analysis of Water and Wastewater Capital Improvement Plans to Determine Eligible Financing Costs for Inclusion into Impact Fee Calculations		2	8	8			18	$ 2,317	18					$ 153		$ -	$ 2,470
F	7	Basic	Develop Service Unit Equivalents (SUEs) for Water and Wastewater	2	4	12	16			34	$ 4,656	34					$ 289		$ -	$ 4,945
F	8	Basic	Calculate Maximum Allowable Water and Wastewater Impact Fees without Credit Calculation	2	4	12	16			34	$ 4,656	34					$ 289		$ -	$ 4,945
G	1	Basic	Develop Draft Water and Wastewater Impact Fee Study Report	2	8	16	24	8		58	$ 7,541	58	40	750	200		$ 854		$ -	$ 8,394
G	2	Basic	Meet with the City Staff on the Draft Impact Fee Report	2	4	8				14	$ 2,405	14	40	100	50		$ 205		$ -	$ 2,610
G	3	Basic	Finalize Water and Wastewater Impact Fee Study Report	2	2	8	8	4		24	$ 3,268	24	40	1,500	400		$ 902		$ -	$ 4,170
G	4	Basic	Present Land Use Assumptions and Impact Fee CIPs and Analysis to the Capital Improvement Program Advisory Committee (CIPAC)	12	16	24	12	4		68	$ 11,317	68	80	500	100		$ 824		$ -	$ 12,142
G	5	Basic	Attend Public Hearing and Meet with City Council on the Adoption of the Impact Fees	4	4	8				16	$ 2,979	16	80	200	100		$ 307		$ -	$ 3,286
H	1	Basic	Data Collection and Review	2	8	8	24	2		44	$ 5,871	44					$ 374		$ -	$ 6,245
H	2	Basic	Identification of Critical Assets and Threats (and Workshop 1)	4	12	16	32	2		66	$ 9,126	66	40				$ 584		$ -	$ 9,710
H	3	Basic	Cyber Security Evaluation (and Workshop 2)	4	12	16	20	2		54	$ 7,852	54	40				$ 482		$ -	$ 8,334
H	4	Basic	Risk and Resilience Analysis (and Workshop 3)	4	16	20	40	2		82	$ 11,255	82	40				$ 720		$ -	$ 11,976
H	5	Basic	Risk and Resilience Management	4	16	20	24	2		66	$ 9,556	66	40	2,500	550	500	$ 2,172		$ -	$ 11,728
H	6	Basic	Final RRA Report and Certification of Compliance	2	4	4	2			12	$ 2,066	12	40				$ 125		$ -	$ 2,191
I	1	Basic	Data Collection and Review	2	8	8	20	2		40	$ 5,446	40					$ 340		$ -	$ 5,786
I	2	Basic	Review of Existing Plans and Preparation of Initial ERP Outline (and Initial Workshop)	4	12	16	24	2		58	$ 8,276	58	40				$ 516		$ -	$ 8,793
I	3	Basic	Emergency Response Plan Preparation Workshops	12	16	24	40	6		98	$ 14,479	98	120				$ 903		$ -	$ 15,382
I	4	Basic	Draft Emergency Response Plan	4	12	20	32	2		70	$ 9,678	70	80	2,500	500	500	$ 2,191		$ -	$ 11,869
I	5	Basic	Final ERP and Certification of Compliance	2	4	4	2			12	$ 2,066	12	40				$ 125		$ -	$ 2,191
			Total Hours / Quantity	114	344	638	788	124	28	2,036	$ 283,964	2,036	1,200	17,750	4,350	3,900	$ 30,036	$ 60,000	$ 66,000	$ 380,000

FREESE AND NICHOLS

Burleson TEXAS

Water/Wastewater Master Plan, Impact Fee Update, and AWIA Compliance Assistance
Project Schedule

	Project Task	2020								2021							
		MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
A	Project Management and Data Collection																
B	Develop Water and Wastewater Load Projections for Future Conditions																
C	Water and Wastewater Model Update and Model Calibration			★			★										
D	Conduct Water and Wastewater Analysis for Existing and Future Conditions																
E	Water and Wastewater CIP and Master Plan Report										★	★	★				
F	Develop Land Use Assumptions and Capital Improvement Plan																
G	Impact Fee Report Development and Meeting Attendance															★	★
H	AWIA Risk and Resiliency Assessment								★								
I	AWIA Emergency Response Plan														★		

★ Key Project Milestones (Dates Approximate) ★

Water system pressure testing - July 2020
Wastewater system flow monitoring - October 2020
Draft W/WW CIP - February 2021
Draft Master Plan Report - March 2021
Final Master Plan Report - April 2021
Impact Fee CIAC Meeting - July 2021
Impact Fee Council Presentation - August 2021
AWIA Risk and Resiliency Assessment - December 31, 2020 (ahead of required completion date)
AWIA Emergency Response Plan - June 30, 2021 (ahead of required completion date)

4/17/2020