### 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 & 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. <u>TERM.</u>

This Agreement shall commence upon execution by the parties (the "Effective Date") and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

## 3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed ONE MILLION, SIX HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,645,000.00) 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 submit 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 <u>Duties and Obligations of the Parties.</u>

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

## 5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

## 6. RIGHT TO AUDIT.

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

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

## 7. INDEPENDENT CONTRACTOR.

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

## 8. CHARACTER OF SERVICES AND INDEMNIFICATION.

## 8.1 Character of Services.

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

## 8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

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

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

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

# 9. ASSIGNMENT AND SUBCONTRACTING.

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

# 10. <u>INSURANCE.</u>

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 <u>Certificates.</u>

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. <u>NON-DISCRIMINATION COVENANT.</u>

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 Attn: Tommy Ludwig 141 W. Renfro St. Burleson, TX 76028 FREESE & NICHOLS, INC. ATTN: CHRIS BOSCO 801 CHERRY STREET SUITE 2800 FORT WORTH, TX 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. <u>AMENDMENTS / MODIFICATIONS / EXTENSIONS.</u>

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. <u>ENTIRETY OF AGREEMENT.</u>

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. <u>SIGNATURE AUTHORITY.</u>

The person signing this agreement hereby warrants that he/she has the legal authority to

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

# 24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

# 25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

# 26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

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

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

# **30. OWNERSHIP OF DOCUMENTS.**

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

# 31. <u>COUNTERPARTS; PDF SIGNATURES</u>.

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

# **SIGNATURE PAGE**

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

CITY OF BURLESON:	FREESE & NICHOLS, INC.
By:	By:
Name:	Chris Bosco Name:
Title:	Title:
Date:	6/6/2025 Date:

#### ATTACHMENT A

### SCOPE OF SERVICES

### PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering services in conjunction with the Alsbury Boulevard – Phase 3 (from Prairie Grove Lane to CR 914) project (approximately 1.75 miles) for the City of Burleson (hereinafter referred to as CITY or OWNER).

The purpose of this project is to provide schematic design and environmental clearance services to remove an existing two-lane undivided asphalt roadway and construct a four-lane divided concrete roadway (with shared-use paths on both sides of the roadway, underground drainage system, roadway illumination, 12-inch diameter sanitary sewer line, 12-inch diameter Johnson County Special Utility District (JCSUD) water line, signage and pavement marking, and landscape and irrigation improvements. The location of roadway illumination will be identified by FNI and installed by UCS. The improvements will be constructed within a 120' wide right-of-way that will be acquired with this project. It is expected that the design and construction funding for this project will be state or federal funding; therefore, FNI will provide a design services in accordance with the Texas Department of Transportation (TxDOT) design criteria and project requirements.

FNI will perform the following engineering, technical, and design services as authorized by the CITY.

### WORK TO BE PERFORMED

BASIC SE	ERVICES	EFFORT PER TASK
TASK 1.	PROJECT MANAGEMENT	\$105,731.00
TASK 2.	30% SCHEMATIC DESIGN	\$180,285.00
TASK 3.	60% SCHEMATIC DESIGN	\$133,000.00
TASK 4.	90% AND 100% SCHEMATIC DESIGN	\$200,603.00
	BASIC SERVICES TOTAL	\$619,617.00
SPECIAL	<u>SERVICES</u>	
TASK 5.	TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS	\$549,504.00
TASK 6.	SUBSURFACE UTLIITY ENGINEERING	\$42,832.00
TASK 7.	PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION	\$150,358.00
TASK 8.	ENVIRONMENTAL CATEGORICAL EXCLUSION	\$157,150.00
TASK 9.	STORMWATER ANALYSIS	\$46,212.00
TASK 10.	TXDOT COORDINATION	\$79,330.00

BASIC AND SPECIAL SERVICES TOTAL \$1,645,000.00

SPECIAL SERVICES TOTAL \$1,025,384.00

### **BASIC SERVICES**

### TASK 1. PROJECT MANAGEMENT

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

# Communications and Reporting

- Set up project on internal system and prepare subconsultant contracts.
- Conduct internal project kickoff meeting.
- Conduct and document external project kickoff meeting with CITY.
- Conduct and document project update meetings (up to twelve (12)) with CITY Project Manager.
- Conduct internal project coordination meetings (up to twelve (12)).
- Prepare and submit monthly progress reports.
- Conduct up to three (3) site visits to understand the existing conditions.
- North Central Texas Council of Governments (NCTCOG) Coordination:
  - o Conduct one (1) project introduction meeting with NCTCOG staff and CITY staff
  - o Conduct two (2) meetings with NCTCOG staff and CITY staff to coordinate the project being added to the Metropolitan Transportation Plan (MTP)
  - o Conduct two (2) meetings with NCTCOG staff and CITY staff to coordinate the project being added to the Transportation Improvement Program (TIP).
  - o CITY to provide all traffic analysis and supporting documentation for project to be included on MTP and TIP.

### ASSUMPTIONS

- One (1) project kickoff meeting with CITY
- Up to twelve (12) project update meetings with CITY
- Invoices will be provided to the CITY from FNI on a monthly basis.

### **DELIVERABLES**

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Monthly invoices (up to eighteen (18))

### TASK 2. 30% SCHEMATIC DESIGN

30% Schematic Design shall be submitted to CITY per the approved Project Schedule.

FNI will provide design services to the CITY with the following schematic elements. The schematic will include the information required based on TxDOT's schematic checklist:

- Schematic Plan and Profile Layout:
  - o TxDOT standard title block (project name, control-section-job number, county, limits, etc.)
  - O North arrow and scale (1" = 100' horizontal, 1" = 10' vertical)
  - O Stationing (left to right) from project beginning to end
  - o Match lines with station callouts
  - Legend and abbreviations as necessary
- Existing and proposed typical sections
- Construction phasing typical sections
- Existing traffic volumes and turning movement counts based on previously collected data. CITY and TxDOT to provide projected traffic counts
- Horizontal and vertical alignments
- Intersection and driveway layouts
- Bicycle and pedestrian accommodations
- Retaining wall layouts
- Drainage culvert layout
- Pavement marking layout
- Proposed right of way and easement layout
- Prepare project cross sections at 100' station and at critical design points

## Opinion of Probable Construction Cost

• FNI will prepare Opinion of Probable Construction Cost based on the 30% design.

## KMZ

• FNI will prepare digital KMZ file based on the 30% design.

## Quality Assurance / Quality Control

• FNI will conduct a review of the design plans and OPCC prior to submitting the 30% documents to the CITY.

#### Plan Review Process

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

# **ASSUMPTIONS**

- FNI will provide CITY with electronic PDF files of the schematic and OPCC.
- FNI shall not proceed with 60% Schematic Design activities without written approval by the CITY and TxDOT of the 30% Schematic Design Package.

### **DELIVERABLES**

A. 30% Schematic Design Package, including schematic, KMZ, and OPCC.

### TASK 3. 60% SCHEMATIC DESIGN

60% Schematic Design shall be submitted to CITY per the approved Project Schedule.

FNI will progress design sheets from previous submittal (see list of schematic elements in previous tasks).

Opinion of Probable Construction Cost

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

### **KMZ**

• FNI will prepare digital KMZ file based on the 60% design.

Quality Assurance / Quality Control

• FNI will conduct a review of the design plans and OPCC prior to submitting the 60% documents to the CITY.

#### Plan Review Process

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

## **ASSUMPTIONS**

- FNI will provide CITY with electronic PDF files of the schematic and OPCC.
- FNI shall not proceed with 90% Schematic Design activities without written approval by the CITY and TxDOT of the 60% Schematic Design Package.

#### **DELIVERABLES**

A. 60% Schematic Design Package, including schematic, KMZ, and OPCC.

## TASK 4. FINAL (90% AND 100%) DESIGN

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

FNI will provide Final Design services to the CITY by finalizing the design submitted during the 60% Design phase.

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

• FNI will progress design sheets from previous submittal (see list of schematic elements in previous tasks).

Opinion of Probable Construction Cost

• FNI will prepare Opinion of Probable Construction Cost based the 90% and 100% design.

### Plan Review Process

• Attend one (1) design review meeting after the submittal of the 90% and 100% design

Following the 90% design review meeting with the CITY and TxDOT, FNI shall submit Final (100%) Design to the CITY per the approved Project Schedule.

### **ASSUMPTIONS**

• FNI will provide CITY with electronic PDF files of the schematic and OPCC.

### **DELIVERABLES**

- A. Final (90%) Design Package, including schematic, KMZ, and OPCC.
- B. Final (100%) Design Package, including schematic, KMZ, and OPCC.

# **SPECIAL SERVICES**

### TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS

FNI will provide topographic survey support as follows:

- Survey and prepare a topographic survey map that will establish the control line, centerline, and references for control points, benchmarks, and cross-sections. The survey will also include utility features found in the field marked by Texas 811 and will show public utility lines per as-built drawings provided by the CITY. The survey will be provided with an electronic copy for use in design. The survey will include location and identification of all above ground features within the survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways, handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth will be identified. Trees six inches and larger in diameter will be surveyed and common name will be identified.
- To supplement the previously conducted topographic survey effort at the County Road 914 intersection, an additional area 800 feet north and 800 feet south of the County Road 914 and Alsbury Boulevard intersection (200 feet in width along the existing County Road 914 roadway alignment) will be surveyed.
- To supplement the previously conducted topographic survey effort for the downstream drainage conditions at 10440 County Road 1020, an additional area 700 feet south of County Road 1020 and 150 feet in width will be surveyed.
- Survey Control and Materials:
  - o 5/8" iron rods with cap and/or mag nails will be used as control material.
  - Horizontal and vertical control points will be set at 500' intervals within the project area.
     Where possible, control monumentation will be located sufficiently away from the project limits so as not be disturbed by construction activities.
  - o All established main horizontal and vertical control along the pertinent calculations will be furnished in electric (MS Word Document) format.
- Prepare up to one hundred twenty five (125) easement survey documents (exhibit and metes and bounds description).
- Prepare up to fifty-five (55) right-of-way survey documents (exhibit and metes and bounds description) and set monuments for the new right-of-way acquisitions to meet the standards of the Texas Board of Professional Engineers and Land Surveyors (TBPELS).
- Conduct in-field easement boundary staking for up to one hundred twenty five (125) easements.

#### ASSUMPTIONS

• Construction staking will be conducted by the Project Contractor, not by FNI.

- CITY will provide all services associated with meetings with property owners and acquisition of the right-of-way and easements.
- TxDOT ROW Strip Map and TxDOT ROW markers are not required for the project.

### **DELIVERABLES**

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

## TASK 6. SUBSURFACE UTILITY ENGINEERING

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

- Quality Level D (QL"D") Information derived from existing utility records.
- Quality Level C (QL"C") QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating", this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") Three-dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

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

To supplement the previously conducted Level B-D subsurface utility engineering effort at the County Road 914 intersection, an additional area 800 feet north and 800 feet south of the County Road 914 and Alsbury Boulevard intersection (200 feet in width along the existing County Road 914 roadway alignment) will be surveyed.

To supplement the previously conducted Level B-D subsurface utility engineering effort for the downstream drainage conditions at 10440 County Road 1020, an additional area 700 feet south of County Road 1020 and 150 feet in width will be surveyed.

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

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

FNI will provide up to ten (10) test holes (estimated to be between 8 and 12 feet in depth) Subsurface Utility Engineering (SUE) to Quality Level A, as described below:

Expose and locate utilities at specific locations.

- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.

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

#### **DELIVERABLES**

A. Digital subsurface utility engineering file in CAD format, ASCII point file, and field notes and sketches.

### TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION

FNI will develop a public involvement plan that outlines timelines and tools that will be used to provide engagement throughout the project. FNI will develop and maintain a stakeholder database to include impacted property owners, HOA/NA/POA contacts, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. FNI will develop a project fact sheet that can be distributed with the Notice and Opportunity to Comment, at the public meeting and meetings with impacted property owners, and can be available on the website developed and hosted by the CITY. FNI will provide web content for the website.

FNI shall provide public involvement and stakeholder coordination support for the CITY, as follows:

**Public Engagement Planning** 

- FNI to conduct public engagement kickoff meeting
- FNI to conduct up to three (3) public engagement planning coordination meetings with the CITY

### Public Engagement

- FNI to develop Public Involvement Plan
- FNI to prepare Database list for key stakeholders and property owners
- CITY to prepare project website
- FNI to prepare project communication exhibits and materials

Notice and Opportunity to Comment (NAOTC)

- FNI will develop a Notice and Opportunity to Comment starting from the template available on the TxDOT Public Involvement Toolkit and in coordination with TxDOT and the CITY. The Notice will be translated into additional languages as needed. Our team will distribute the Notice with a cover letter and the project fact sheet to property owners, affected local governments, and public officials. FNI will develop documentation, including a comment response matrix, for the Notice and Opportunity to Comment. A 15-day comment period will be afforded. Any timely comments received in response to the NAOTC will be addressed in a comment/response matrix. A document of the NAOTC will be provided to TxDOT for review and approval and will be included in the project files.
  - o Notice and Opportunity to Comment, Cover Letter, Distribution List Development & Distribution

o Documentation with Comment Response Matrix (assumes up to 50 comments)

## Public Meeting No. 1

- FNI will conduct a public meeting to share project information and collect feedback from the community. It is anticipated that the public meeting will be held in a hybrid format, with the same information available in both formats. The in-person option will be held in a facility approved by the CITY, and the online option will be available as a prerecorded video presentation and materials on the CITY's project webpage. The public meeting will be planned and conducted in accordance with NEPA requirements and the scope assumes current TxDOT Fort Worth District protocols will be followed.
  - o Prepare meeting plan
  - o Prepare prerecorded video presentation in English.
  - o Identifying venue options in coordination with the CITY
  - Facilitating a meeting rehearsal
  - o PowerPoint presentation, meeting agendas, technical handouts, meeting minutes with local, state, and federal agencies and officials.
  - o Technical handouts for the public meeting. FNI shall provide printed hardcopies as well as digital files (Microsoft Word and PDF) format.
  - Exhibits/displays for the public meeting.
  - Summary of the public meeting. Information should include, but is not limited to, number of people attending, handouts, summary of verbal input, summary of written input, and written responses to verbal and written comments for the public meeting (assumes up to 50 comments). Electronic copies of the summaries for the public meetings shall be provided via email.
  - o The CITY shall publish and pay for legal notices in local media publications and individual project mailers.

## Stakeholder Meetings

• FNI will facilitate up to twenty (20) one-on-one stakeholder meetings to provide information about the project, discuss potential impacts, and respond to questions and comments. FNI will prepare a PowerPoint presentation, project layout exhibits, and meetings documentation and summaries.

### **ASSUMPTIONS**

- The CITY will select (and make any necessary payments for) a suitable location, time and date.
- The CITY will prepare mailing list of all affected property owners and send all public meeting notifications.
- Coordination meetings will be held virtually.
- The CITY will host the project website, email, and phone line. FNI will assist in the draft replies.
- Stakeholder Meeting Coordination, Facilitation, Materials, and Documentation (up to 20)

# **DELIVERABLES**

- A. Facilitate Notice and Opportunity to Comment
- B. Facilitate Public Meeting

- C. Meeting Project Layout Exhibit
- D. PowerPoint Presentation
- E. Meeting Documentation and Summaries

#### TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION

FNI will assist the CITY in receiving TxDOT environmental clearance. FNI will prepare technical documentation support for review by TxDOT, to be prepared in accordance with the most current guidance. FNI assumes that the project will be environmentally cleared as a Categorical Exclusion (CE) and will include the following:

- FNI will conduct and document up to twenty (20) project meetings with TxDOT Environmental staff.
- TxDOT Environmental Scoping: FNI will review preliminary design information, environmental database information, and prepare and submit the Environmental Project Definition and Work Plan Development Form to TxDOT for review. FNI will attend one meeting with the TxDOT environmental reviewer to discuss the form and determine what analysis and tech reports would be required for environmental clearance and address one round of TxDOT comments on the Environmental Project Definition and Work Plan Development Form.
- Field Data Collection and Processing: FNI will collect and process the field data required for TxDOT environmental clearance.
- Technical Analysis/Reports: FNI will conduct the required technical analysis and prepare the required technical reports for TxDOT environmental clearance. Technical analyses and reports for environmental services might include a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision. This scope includes the use of TxDOT templates and forms. The anticipated environmental technical reports are listed below:
  - o Hazmat ISA Form and Supporting Documentation Memo
  - Species Analysis Form and Spreadsheet
  - Surface Water Analysis Form
  - o Farmland Conversion Impact Rating for Corridor Type Projects Form
  - o Traffic Noise Analysis and Model
  - Community Impacts Analysis Report
  - o Historical Project Coordination Request (PCR) Form
- Historical Reconnaissance Survey Report (HRSR)
- Archeological Background Study (ABS) Report
- Archeological Survey Report

### **ASSUMPTIONS**

- The project will require less than 10 displacements and less than 30 acres of new Right of Way and permanent easements.
- The project will be a TxDOT CE and not require an EA or EIS.
- The project will not require a Section 4(f), 6(f), or Chapter 26 evaluation.

#### **DELIVERABLES**

- A. Environmental Constraints Exhibit
- B. Draft Technical Reports
- C. Final Technical Reports

### TASK 9. STORMWATER ANALYSIS

FNI will provide stormwater analysis for a culvert outfall at 10340 County Road 1020 and 10440 County Road 1020 for the CITY, as follows:

- FNI will utilize the previously calculated existing and post-project runoff conditions and discharge rates (determined using CITY's drainage criteria).
- FNI will develop a proposed conditions HEC-RAS model for the culvert crossing and outfall channel. The model will be based on one dimensional steady state analysis.
- FNI will identify a proposed culvert size and outlet channel configuration to meet CITY criteria.
- FNI will evaluate a configuration to continue normal flow of water to 10340 County Road 1020. An approximate analysis of discharges to this property under flood conditions will be performed to confirm no adverse impacts during high flows.
- FNI will prepare a brief technical report summarizing the drainage outfall analysis (supporting the hydraulic information shown on the design plans).
- FNI will prepare for and conduct up to two (2) meetings with the CITY and TxDOT to review and finalize the preferred culvert outfall.

### ASSUMPTIONS

• It is assumed that there will be no hydraulic adverse impacts; therefore, adverse impact or flood mitigation alternatives will not be provided.

### **DELIVERABLES**

A. Technical Memorandum

### TASK 10. TXDOT COORDINATION

- FNI will conduct and document up to twenty (20) project meetings with TxDOT.
- Prior to the design phase of the project, FNI will prepare and submit the following documents:
  - Oversight Level Special Approval Form
  - o Advance Planning and Development (APD) Stage Gate Checklist (Form 2442)
  - o PS&E Stage Gate Checklist (Form 2443)

- o Environmental Review Request
- o Advanced Funding Agreement Project Budget Form
- o Project Information Form (PIF)
- Location Map
- FNI will prepare and submit a Design Summary Report (DSR) to TxDOT.
- Based on the schematic design submittal (30%, 60%, 90%, and 100%) and in accordance with TxDOT requirements, the FNI will prepare and submit the following documents:
  - Contract Time Estimate
  - Form 1002 P. S. & E. Transmittal Data
  - Form 2229 Significant Project Procedures
  - Local Government Project Plan Development Review Checklist

## **ASSUMPTIONS**

• Deliverables will be provided in electronic format to CITY and TxDOT

## **DELIVERABLES**

A. TxDOT Forms

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

- A. Land acquisition services.
- B. Construction materials testing.
- C. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).
- D. Providing renderings, model, and mock-ups requested by the CITY.
- E. Assisting CITY in claims disputes with Contractor(s).
- F. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- G. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- H. 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.
- I. Services required to resolve bid protests or to rebid the projects for any reason.
- J. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- K. GIS mapping services or assistance with these services.
- L. Site visits and meetings in excess of the number of trips included in the scope of services.
- M. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- N. Quality Level "A, B, C, D" subsurface utility engineering outside of the quantity outlined in the scope of services.
- O. Prepare and mail public meeting notification letters.
- P. Public Meeting Facility Rental.
- Q. Floodplain Services (CLOMR and/or LOMR).
- R. Preparation of a pre-construction notification (PCN) to the USACE for Section 404 nationwide permit authorization.
- S. Preparation of a formal written request to the USACE for authorization under a letter of permission (LOP) procedure or a standard individual Section 404 permit application.
- T. Preparation of an Approved Jurisdictional Determination (AJD) or No Permit Required Letter Request from the USACE.
- U. Tree survey and preparation of a permit application for compliance with CITY tree ordinance requirements or mitigation plan.

- V. Preparation of a National Environmental Policy Act (NEPA) Environmental Information Document (EID), Environmental Assessment (EA), or an Environmental Impact Statement (EIS).
- W. Application to Texas Commission on Environmental Quality (TCEQ) for individual 401 Water Quality Certification.
- X. Presence/absence surveys for state or federally listed threatened/endangered species.
- Y. Preparation of a Biological Assessment for Consultation/Conference with the U. S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act.
- Z. Preparation of a Hazardous Waste Regulatory Records Review, a Hazardous Materials Initial Site Assessment (ISA), Phase I, or Phase II Environmental Site Assessment (ESA).
- AA. Section 404 permit application for nationwide permit or individual permit authorization.
- BB. Prepare or submit funding applications.
- CC. Prepare property appraisals or assist with property acquisition process.

## **PROJECT SCHEDULE**

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

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

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

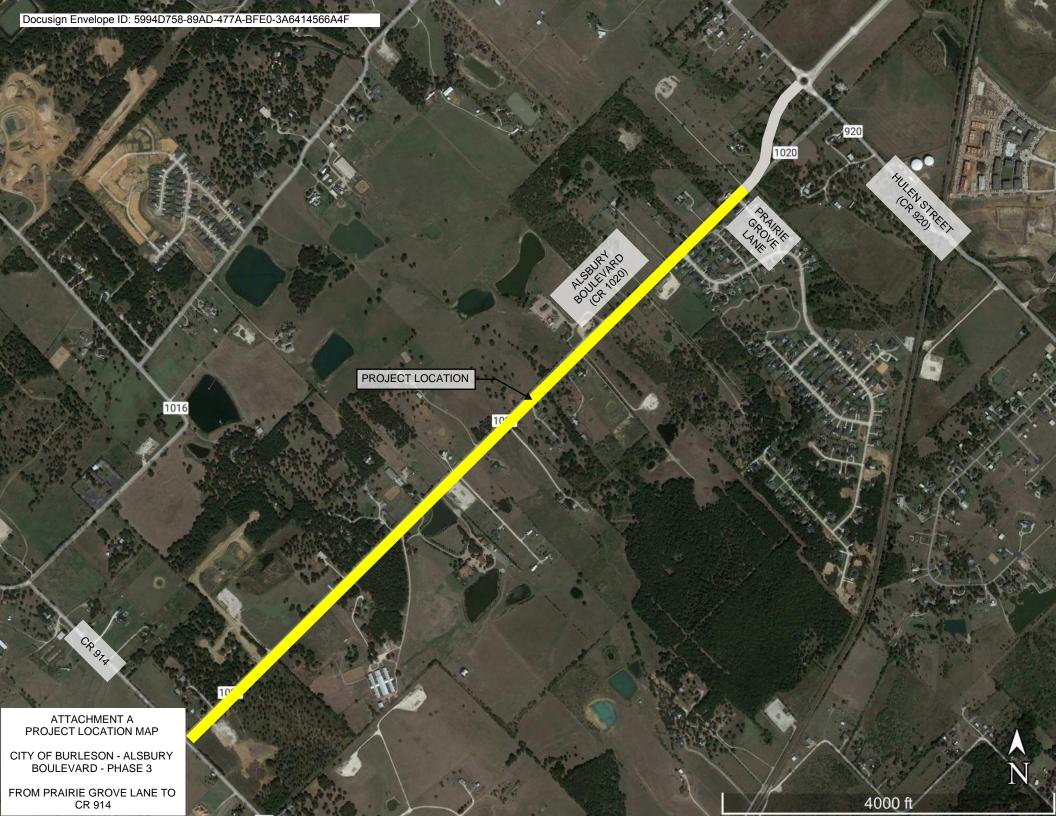
- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person will have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services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

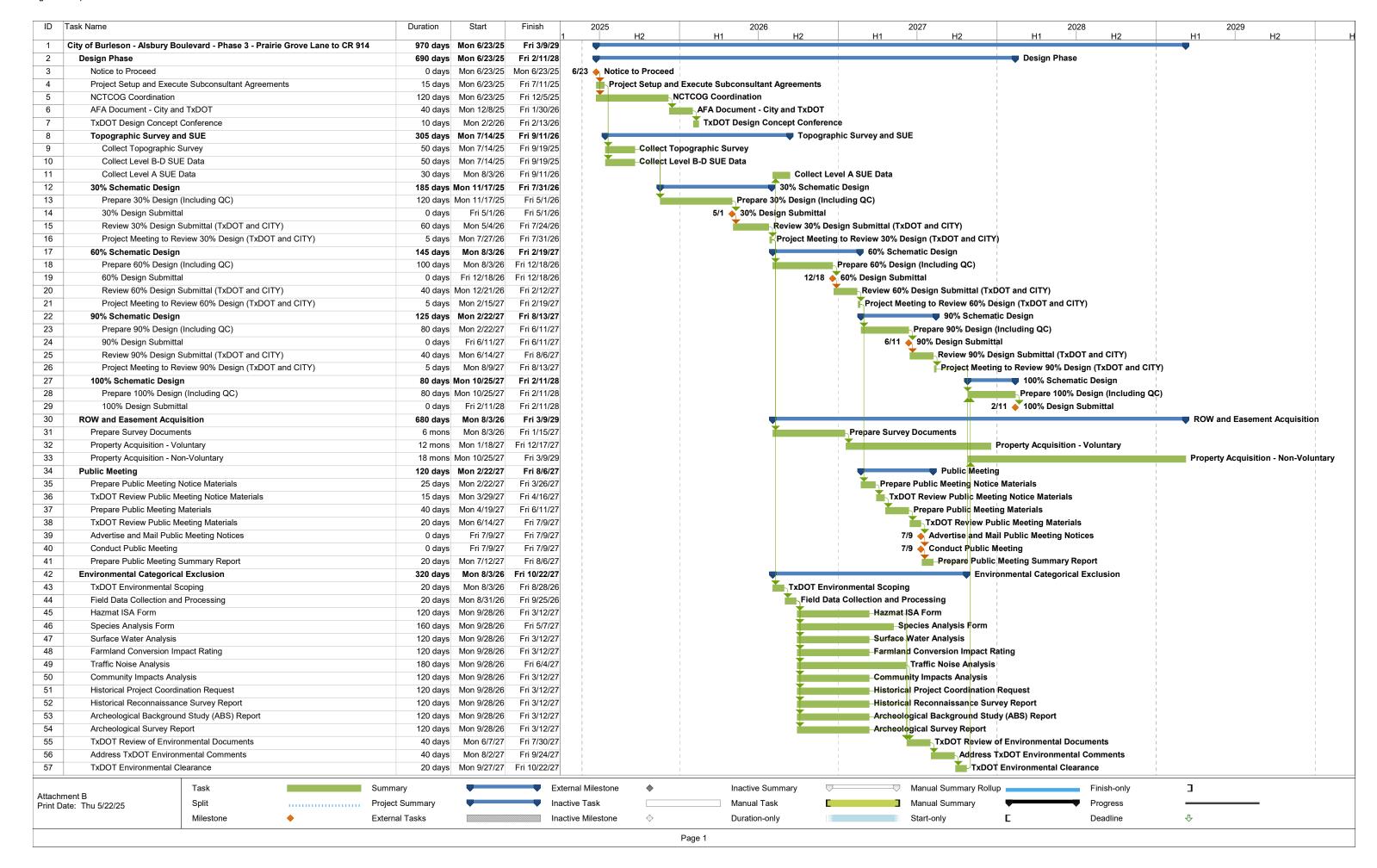
# **DESIGNATED REPRESENTATIVES**: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Travis N. Attanasio, P.E., CFM, Project Manager – Public Works Department, 141 W. Renfro, Burleson, Texas 76028; Phone (817) 426-9614; e-mail: tattanasio@burlesontx.com

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

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





City of Burleson	Project Fee	Summary	
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	\$	619,617
	Special Services	\$	1,025,383
Detailed Cost Breakdown	Total Project	\$	1,645,000

												Labor	
Basic or Special	Task Description	Chris Bosco	Todd Buckingham	Matt Willoughby	Eileen Spila	Zach Garlock	JB Ferguson	Steve James	Sandip Faldu	Nana Zhu	Justin Oswald	Jonathan Schwartzenberg	Landon Lewis
Dania	TASK 1. PROJECT MANAGEMENT												
Basic Basic	INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING		6										
Basic	INTERNAL PROJECT KICKOFF MEETING	1	4	4	2	2					2		
Basic	EXTERNAL PROJECT KICKOFF MEETING	1	4	4	2	2					2		
Basic	EXTERNAL COORDINATION MEETING (UP TO 12)	1	12	24	36	_					12		
Basic	INTERNAL COORDINATION MEETING (UP TO 12)	1	12	24	36						12		
Basic	MONTHLY INVOICE AND STATUS REPORTS (UP TO 18)		9	18	18								
Basic	SITE VISITS (UP TO 3)		9	9	9						9		
Basic	NCTCOG COORDINATION												
Basic	PROJECT INTRODUCTION MEETING	2	6	8		8			4	8			
Basic	METROPOLITAN TRANSPORTATION PLAN (MTP) REVIEW MEETING	4	8	20		8			8	20			
Basic	TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW MEETING	4	8	20		8			8	20			
Basic													
	TASK 2. 30% SCHEMATIC DESIGN			_									
Basic	COORDINATION WITH TXDOTCONNECT		4	8									
Basic	TYPICAL SECTIONS	_	4	12	30	20			_				
Basic	HORIZONTAL ALIGNMENT LAYOUT	2	20	40	80	80			8	20			
Basic	ROW AND EASEMENT LAYOUT	2	10	20	40	00							
Basic	VERTICAL ALIGNMENT LAYOUT	2	20	40	80	80							
Basic Basic	CONSTRUCTION PHASING PAVEMENT MARKING LAYOUT		4	12 12	20 20								
Basic			4		20								
Basic	RETAINING WALL LAYOUT ALIGNMENT DATA		2	12 8	12								
Basic	PROPERTY INFORMATION		1	2	4								
Basic	CROSS SECTIONS		10	20	80	40							
Basic	OPCC		10	20	20	40							
Basic	KMZ		10	20	12	12							
Basic	QA/QC				12	12	20	40					
Basic	POST-SUBMITTAL MEETINGS (1)		2	4	4			40			2		
Basic	1 001-00BWITTAE WILE TINGO (1)			-	-								
	TASK 3. 60% SCHEMATIC DESIGN												
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	2	30	160	200	220			8	20			
Basic	OPCC	2	10	20	200	220			0	20			
Basic	KMZ		10	20	12	12							
	QA/QC				12	12	20	40					
Basic			2	4	4		20	40					
Basic	POST-SUBMITTAL MEETINGS (1)		2	4	4								
Basic	TACK A COST AND ACCOT CONFINATIO DECICAL												
	TASK 4. 90% AND 100% SCHEMATIC DESIGN												
Basic	90% SCHEMATIC DESIGN			110	400	400							
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	2	20	140	160	180			8	20			
Basic	OPCC		10	20	20	40							
Basic	KMZ				12	12	40	60					
Basic	QA/QC						12	30					
Basic	POST-SUBMITTAL MEETINGS (1)		2	4	4								
Basic	ACCON CONTRACTIO DECICAL												
Basic	100% SCHEMATIC DESIGN												
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	2	20	100	120	120			8	20			
Basic	OPCC		10	20	20								
Basic	KMZ				12	12							
Basic	QA/QC						12	30					
Basic	POST-SUBMITTAL MEETINGS (1)		2	4	4								
Special	TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS												
	SUPPLEMENTAL FIELD SURVEY		2	4		8							
Special	EASEMENT DOCUMENTS (UP TO 125)		4	8	12	0							
Special			4		12								
	ROW DOCUMENTS (UP TO 55)			8	12								
Special			0	A									
Special Special Special	EASEMENT STAKING (UP TO 125)		2	4									

City of Burleson	Project Fe	e Summary	
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	\$	619,617
	Special Services	\$	1,025,383
Detailed Cost Breakdown	Total Project	\$	1,645,000

												Labor	
Basic or	Task Description	Chris Bosco	Todd Buckingham	Matt Willoughby	Eileen Spila	Zach Garlock	JB Ferguson	Steve James	Sandip Faldu	Nana Zhu	Justin Oswald	Jonathan Schwartzenberg	Landon Lewis
Special	Task Description											<u> </u>	
Special	SUPPLEMENTAL LEVEL B SUE		2	4		8							
Special	LEVEL A SUE (UP TO 10)		2	8	8								
Special													
Special	TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION												
Special	DEVELOP PUBLIC INVOLVEMENT PLAN		4										
Special	DATABASE DEVELOPMENT AND UPDATES, COMMUNICATIONS LOG		4										
Special	NOTICE AND OPPORTUNITY TO COMMENT		4	4	20	20							
Special	PUBLIC MEETING (UP TO 1)												
Special	PLANNING AND LOGISTICS		2	2									
Special	PUBLIC MEETING PROMOTION (NOTICES, ADVERTISEMENTS, MEDIA COO	ORDINATION)	2	4									
Special	FACILITATION OF PUBLIC MEETING	2	4	4	4								
Special	PUBLIC MEETING MATERIALS (PPT, MAPS, EXHIBITS, HANDOUTS)	2	4	8	20	20							
Special	SUMMARY REPORT		4	8	8	20							
Special	STAKEHOLDER COORDINATION MEETINGS (UP TO 20)	10	20	20	0	40							
Special	OTTALLIGED IN COORDINATION WELLINGS (OF TO 20)	10	20	20		70							
Special	TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION												
•	PROJECT MEETINGS WITH TXDOT (20)		30										
Special	` /		2										
Special	TXDOT ENVIRONMENTAL SCOPING		2										
Special	FIELD DATA COLLECTION AND PROCESSING												
Special	TECHNICAL ANALYSIS AND REPORTS												
Special	HAZMAT ISA FORM AND SUPPORTING DOCUMENTATION MEMO												
Special	SPECIES ANALYSIS FORM AND SPREADSHEET												
Special	SURFACE WATER ANALYSIS FORM												
Special	FARMLAND CONVERSION IMPACT RATING FOR CORRIDOR TYPE PROJECT	TS FORM											
Special	TRAFFIC NOISE ANALYSIS AND MODEL												
Special	COMMUNITY IMPACTS ANALYSIS												
Special	TXDOT PCR AND ARCHEOLOGICAL BACKGROUND STUDY												
Special	HISTORIC RESOURCES SURVEY AND REPORT												
Special	ARCHEOLOGICAL RESOURCES SURVEY AND REPORT												
Special	QA/QC												
Special													
Special	TASK 9. STORMWATER ANALYSIS												
Special	PREPARE PROPOSED CONDITIONS MODEL										2	8	30
Special	DEVELOP PROPOSED CONDITIONS PIPE AND OUTFALL										6	20	30
Special	EVALUATE PIPE CONFIGURATION AND FLOWS TO 10340										4	20	24
Special	REVISIONS DURING DESIGN OR FROM CITY COMMENT										4	8	20
Special	TECHNICAL MEMORANDUM										8	40	40
Special	MEETING WITH TXDOT AND CITY (UP TO 2)										4	8	8
Special	` '												
Special	TASK 10. TXDOT COORDINATION												
Special	PROJECT MEETINGS WITH TXDOT (20)	10	30	50							30		
Special	OVERSIGHT LEVEL SPECIAL APPROVAL FORM	1	2	4							- 55		
Special	ADVANCE PLANNING AND DEVELOPMENT (APD) STAGE GATE CHECKLIST	1	2	4									
Special	PS&E STAGE GATE CHECKLIST (FORM 2443)	1	2	4									
Special	ENVIRONMENTAL REVIEW REQUEST	1	2	4									
Special	ADVANCED FUNDING AGREEMENT PROJECT BUDGET FORM	1	2	4									
Special	PROJECT INFORMATION FORM (PIF)	1	2	4									
Special	DESIGN SUMMARY REPORT AND MEETING	2	8	16	20								
Special	CONTRACT TIME ESTIMATE		2	8	8								
•													
Special	FORM 1002 AND FORM 2229  LOCAL GOVERNMENT PROJECT - PLAN DEVELOPMENT REVIEW CHECKLIS	1	2	8	8 20								
Special		•	2	16									
Special	SCHEMATIC CHECKLIST	2	8	16	20								
	Total Hours / Quantity	59	439	1,037	1,273	912		140	52	128			
	Total Effort							\$ 47,403	\$ 18,777	\$ 21,617	\$ 27,479	\$ 19,234	\$ 19,046

### City of Burleson

SW Alsbury Boulevard - Phase 3 - Schematic and Environmental

#### Detailed Cost Breakdown

Basic or Special	Task Description	Richard Aldredge	Sara Rogers	Julianne Matthews	Dallas May	Melissa Kinzer	Ben Hagood	Kimberly Buckley	Total Hours		tal Labo Effort
										\$	-
Basic	TASK 1. PROJECT MANAGEMENT									\$	-
Basic	INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING								6	\$	1,8
Basic	INTERNAL PROJECT KICKOFF MEETING	2							17	\$	3,9
Basic	EXTERNAL PROJECT KICKOFF MEETING	2							17	\$	3,9
Basic	EXTERNAL COORDINATION MEETING (UP TO 12)	12							97	\$	19,
Basic	INTERNAL COORDINATION MEETING (UP TO 12)	12							97	\$	19,
Basic	MONTHLY INVOICE AND STATUS REPORTS (UP TO 18)								45	\$	8,
Basic	SITE VISITS (UP TO 3)	9							45	\$	10,
Basic	NCTCOG COORDINATION									\$	
Basic	PROJECT INTRODUCTION MEETING								36	\$	7,
	METROPOLITAN TRANSPORTATION PLAN (MTP) REVIEW MEETING									\$	
Basic									68		14,
Basic	TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW MEETING								68	\$	14,
Basic										\$	
Basic	TASK 2. 30% SCHEMATIC DESIGN									\$	
Basic	COORDINATION WITH TXDOTCONNECT								12	\$	2,
Basic	TYPICAL SECTIONS								66	\$	9,
Basic	HORIZONTAL ALIGNMENT LAYOUT								250	\$	40,
Basic	ROW AND EASEMENT LAYOUT								70	\$	12,
Basic	VERTICAL ALIGNMENT LAYOUT								222	\$	34,
Basic	CONSTRUCTION PHASING								36	\$	6,
Basic	PAVEMENT MARKING LAYOUT								36	\$	6,
Basic	RETAINING WALL LAYOUT								36	\$	6,
Basic	ALIGNMENT DATA								22	\$	3,
	PROPERTY INFORMATION								7	\$	1,
Basic											
Basic	CROSS SECTIONS								150	\$	22,
Basic	OPCC								50	\$	9,
Basic	KMZ								24	\$	3,
Basic	QA/QC								60	\$	19,
Basic	POST-SUBMITTAL MEETINGS (1)	2							14	\$	2,
Basic										\$	
Basic	TASK 3. 60% SCHEMATIC DESIGN									\$	
Basic	UPDATE PLAN AND PROFILE SCHEMATIC								640	\$	98.
										\$	,
Basic .	OPCC								50	_	9,
Basic	KMZ								24	\$	3,
Basic	QA/QC								60	\$	19,
Basic	POST-SUBMITTAL MEETINGS (1)								10	\$	1,
Basic	, ,									\$	
Basic	TASK 4. 90% AND 100% SCHEMATIC DESIGN									\$	
Basic	90% SCHEMATIC DESIGN									\$	
										-	
Basic	UPDATE PLAN AND PROFILE SCHEMATIC								530	\$	82
Basic	OPCC								50	\$	9
Basic	KMZ								24	\$	3,
Basic	QA/QC								42	\$	13,
Basic	POST-SUBMITTAL MEETINGS (1)								10	\$	1.
Basic	1 cor committee (1)									\$	.,
Basic	100% SCHEMATIC DESIGN									φ	
									000	φ	
Basic	UPDATE PLAN AND PROFILE SCHEMATIC								390	\$	62
Basic	OPCC								50	\$	9
Basic	KMZ								24	\$	3,
Basic	QA/QC								42	\$	13.
Basic	POST-SUBMITTAL MEETINGS (1)								10	\$	1.
										\$	
Pagial	TACK E TODOCRADUIC CURVEY AND CURVEY DOCUMENTS									\$	
Special	TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS								<del>  , .</del>	-	
Special	SUPPLEMENTAL FIELD SURVEY								14	\$	2,
Special	EASEMENT DOCUMENTS (UP TO 125)								24	\$	4
Special	ROW DOCUMENTS (UP TO 55)								24	\$	4
Special	EASEMENT STAKING (UP TO 125)								6	\$	1
Special									<del>-</del>	\$	
poolai	TASK 6. SUBSURFACE UTILITY ENGINEERING									\$	

### City of Burleson

SW Alsbury Boulevard - Phase 3 - Schematic and Environmental

### Detailed Cost Breakdown

Basic or Special	Task Description	Richard Aldredge	Sara Rogers	Julianne Matthews	Dallas May	Melissa Kinzer	Ben Hagood	Kimberly Buckley	Total Hours		tal Labor Effort
Special	SUPPLEMENTAL LEVEL B SUE								14	\$	2,31
Special	LEVEL A SUE (UP TO 10)								18	\$	3,17
Special										\$	-
Special	TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION									\$	-
Special	DEVELOP PUBLIC INVOLVEMENT PLAN								4	\$	1,207
Special	DATABASE DEVELOPMENT AND UPDATES, COMMUNICATIONS LOG								4	\$	1,207
Special	NOTICE AND OPPORTUNITY TO COMMENT	8							56	\$	9,006
Special	PUBLIC MEETING (UP TO 1)									\$	-
Special	PLANNING AND LOGISTICS								4	\$	982
Special	PUBLIC MEETING PROMOTION (NOTICES, ADVERTISEMENTS, MEDIA CO	2							8	\$	1,866
Special	FACILITATION OF PUBLIC MEETING	4							18	\$	4,244
Special	PUBLIC MEETING MATERIALS (PPT, MAPS, EXHIBITS, HANDOUTS)	8							62	\$	10,504
Special	SUMMARY REPORT	4							24	\$	4,788
Special	STAKEHOLDER COORDINATION MEETINGS (UP TO 20)								90	\$	18,284
Special										\$	-
Special	TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION									\$	-
Special	PROJECT MEETINGS WITH TXDOT (20)	30							60	\$	16,633
Special	TXDOT ENVIRONMENTAL SCOPING	20		10					32	\$	6,860
Special	FIELD DATA COLLECTION AND PROCESSING		16	16		10	10		52	\$	7,477
Special	TECHNICAL ANALYSIS AND REPORTS									\$	
Special	HAZMAT ISA FORM AND SUPPORTING DOCUMENTATION MEMO		30		8	4			42	\$	5,940
Special	SPECIES ANALYSIS FORM AND SPREADSHEET		20			-			20	\$	2,377
Special	SURFACE WATER ANALYSIS FORM			20					20	\$	2,405
Special	FARMLAND CONVERSION IMPACT RATING FOR CORRIDOR TYPE PROJECT			10		4			14	\$	1,753
Special	TRAFFIC NOISE ANALYSIS AND MODEL	8		10		190	90		288	\$	48,637
Special	COMMUNITY IMPACTS ANALYSIS	0		40		8	30		48	\$	5,911
Special	TXDOT PCR AND ARCHEOLOGICAL BACKGROUND STUDY	8		40		Ŭ			8	\$	2,021
Special	HISTORIC RESOURCES SURVEY AND REPORT	8							8	\$	2,021
Special	ARCHEOLOGICAL RESOURCES SURVEY AND REPORT	8							8	Φ.	2,021
Special	QA/QC	40					8		48	Φ.	11,927
Special	Q/1QO	70					0		40	Φ.	11,321
Special	TASK 9. STORMWATER ANALYSIS									Φ.	
Special	PREPARE PROPOSED CONDITIONS MODEL								40	φ	5,805
Special	DEVELOP PROPOSED CONDITIONS PIPE AND OUTFALL								56	φ_	9,158
•	EVALUATE PIPE CONFIGURATION AND FLOWS TO 10340								48	φ	7,839
Special	REVISIONS DURING DESIGN OR FROM CITY COMMENT								32	φ	5.119
Special	TECHNICAL MEMORANDUM								88	\$	14,676
Special Special	MEETING WITH TXDOT AND CITY (UP TO 2)								20	Φ	3,615
•	WILLTING WITH TABOT AND CITT (OF TO 2)								20	\$	3,013
Special	TASK 10. TXDOT COORDINATION									Φ	-
Special		20							150	\$	20.200
Special Special	PROJECT MEETINGS WITH TXDOT (20)  OVERSIGHT LEVEL SPECIAL APPROVAL FORM	30							150	Φ Φ	38,302
Special									7	φ	1,731
Special	ADVANCE PLANNING AND DEVELOPMENT (APD) STAGE GATE CHECKLIST								7	\$	1,731
Special	PS&E STAGE GATE CHECKLIST (FORM 2443)									\$	1,731
Special	ENVIRONMENTAL REVIEW REQUEST								7	\$	1,731
Special	ADVANCED FUNDING AGREEMENT PROJECT BUDGET FORM								7	\$	1,731
Special	PROJECT INFORMATION FORM (PIF)								7	\$	1,731
Special	DESIGN SUMMARY REPORT AND MEETING								46	\$	8,824
Special	CONTRACT TIME ESTIMATE								18	\$	3,174
Special	FORM 1002 AND FORM 2229								18	\$	3,174
Special	LOCAL GOVERNMENT PROJECT - PLAN DEVELOPMENT REVIEW CHECKLIS								39	\$	6,643
Special	SCHEMATIC CHECKLIST								46	\$	8,824
										\$	-
	Total Hours / Quantity	217	66	96	8	216	108		5,168		
	Total Effort	\$ 54,829	\$ 7,845	\$ 11,545	\$ 1,824	\$ 29,711	\$ 24,578	\$ -		\$	930,88

City of Burleson	8.5	
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	619,617
	Special Services	1,025,383
Detailed Cost Breakdown	Total Project	1,645,000

		1,040,000									
				Exp	enses						
Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	Public Meeting Expense	Total Expense Effort				
		-					\$ -				
Basic	TASK 1. PROJECT MANAGEMENT	-					\$ -				
Basic	INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING	6					\$ -				
Basic Basic	INTERNAL PROJECT KICKOFF MEETING  EXTERNAL PROJECT KICKOFF MEETING	17 17					\$ - \$ -				
Basic	EXTERNAL COORDINATION MEETING (UP TO 12)	97					\$ -				
Basic	INTERNAL COORDINATION MEETING (UP TO 12)	97					\$ -				
Basic	MONTHLY INVOICE AND STATUS REPORTS (UP TO 18)	45					\$ -				
Basic	SITE VISITS (UP TO 3)	45	169				\$ 118				
Basic	NCTCOG COORDINATION	-					\$ -				
Basic	PROJECT INTRODUCTION MEETING	36					\$ -				
Basic	METROPOLITAN TRANSPORTATION PLAN (MTP) REVIEW MEETING	68					\$ -				
Basic	TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW MEETING	68					\$ -				
Basic		-					\$ -				
Basic	TASK 2. 30% SCHEMATIC DESIGN	-					\$ -				
Basic	COORDINATION WITH TXDOTCONNECT	12					\$ -				
Basic Basic	TYPICAL SECTIONS HORIZONTAL ALIGNMENT LAYOUT	66 250					\$ - \$ -				
Basic	ROW AND EASEMENT LAYOUT	70					\$ -				
Basic	VERTICAL ALIGNMENT LAYOUT	222					\$ -				
Basic	CONSTRUCTION PHASING	36					\$ -				
Basic	PAVEMENT MARKING LAYOUT	36					\$ -				
Basic	RETAINING WALL LAYOUT	36					\$ -				
Basic	ALIGNMENT DATA	22					\$ -				
Basic	PROPERTY INFORMATION	7					\$ -				
Basic	CROSS SECTIONS	150					\$ -				
Basic	OPCC	50					\$ -				
Basic	KMZ	24					\$ -				
Basic	QA/QC	60					\$ -				
Basic	POST-SUBMITTAL MEETINGS (1)	14					\$ -				
Basic		-					\$ -				
Basic	TASK 3. 60% SCHEMATIC DESIGN	-					\$ -				
Basic	UPDATE PLAN AND PROFILE SCHEMATIC  OPCC	640					\$ - \$ -				
Basic		50					•				
Basic	KMZ QA/QC	24 60					\$ - \$ -				
Basic		10					\$ - \$ -				
Basic Basic	POST-SUBMITTAL MEETINGS (1)	-					\$ -				
Basic	TASK 4. 90% AND 100% SCHEMATIC DESIGN	-					\$ -				
Basic	90% SCHEMATIC DESIGN	-					\$ -				
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	530					\$ -				
Basic	OPCC	50					\$ -				
Basic	KMZ	24					\$ -				
Basic	QA/QC	42					\$ -				
Basic	POST-SUBMITTAL MEETINGS (1)	10					\$ -				
Basic	1 001 00DM177L MEZITITOS (1)	-					\$ -				
Basic	100% SCHEMATIC DESIGN	-					\$ -				
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	390					\$ -				
Basic	OPCC	50					\$ -				
Basic	KMZ	24					\$ -				
Basic	QA/QC	42					\$ -				
Basic	POST-SUBMITTAL MEETINGS (1)	10					\$ -				
		-					\$ -				
Special	TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS	-					\$ -				
Special	SUPPLEMENTAL FIELD SURVEY	14					\$ -				
Special	EASEMENT DOCUMENTS (UP TO 125)	24					\$ -				
Special	ROW DOCUMENTS (UP TO 55)	24					\$ -				
Special	EASEMENT STAKING (UP TO 125)	6					\$ -				
Special		-					\$ -				
Special	TASK 6. SUBSURFACE UTILITY ENGINEERING	-					\$ -				

City of Burleson	8.5	
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	619,617
	Special Services	1,025,383
Detailed Cost Breakdown	Total Project	1,645,000

			1	Exp	enses		1				
Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	Public Meeting Expense		Expense fort			
Special	SUPPLEMENTAL LEVEL B SUE	14					\$	-			
Special	LEVEL A SUE (UP TO 10)	18					\$	-			
Special		-					\$	-			
Special	TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION	-					\$	-			
Special	DEVELOP PUBLIC INVOLVEMENT PLAN	4					\$	-			
Special	DATABASE DEVELOPMENT AND UPDATES, COMMUNICATIONS LOG	4					\$	-			
Special	NOTICE AND OPPORTUNITY TO COMMENT	56					\$	-			
Special	PUBLIC MEETING (UP TO 1)						\$	-			
Special	PLANNING AND LOGISTICS	4					\$	-			
Special	PUBLIC MEETING PROMOTION (NOTICES, ADVERTISEMENTS, MEDIA CO	8	100				\$				
Special	FACILITATION OF PUBLIC MEETING	18	100				\$	70			
Special	PUBLIC MEETING MATERIALS (PPT, MAPS, EXHIBITS, HANDOUTS) SUMMARY REPORT	62 24					\$	-			
Special	STAKEHOLDER COORDINATION MEETINGS (UP TO 20)	90	200				\$	140			
Special Special	STAKEHOLDER COORDINATION WILE TINGS (UP TO 20)	90	200				\$	-			
Special	TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION	-					\$				
Special	PROJECT MEETINGS WITH TXDOT (20)	- 60					\$				
Special	TXDOT ENVIRONMENTAL SCOPING	32					\$				
Special	FIELD DATA COLLECTION AND PROCESSING	52					\$				
Special	TECHNICAL ANALYSIS AND REPORTS	-					\$				
Special	HAZMAT ISA FORM AND SUPPORTING DOCUMENTATION MEMO	42					\$				
Special	SPECIES ANALYSIS FORM AND SPREADSHEET	20					\$				
Special	SURFACE WATER ANALYSIS FORM	20					\$	-			
Special	FARMLAND CONVERSION IMPACT RATING FOR CORRIDOR TYPE PROJECT	14					\$				
Special	TRAFFIC NOISE ANALYSIS AND MODEL	288					\$				
Special	COMMUNITY IMPACTS ANALYSIS	48					\$	-			
Special	TXDOT PCR AND ARCHEOLOGICAL BACKGROUND STUDY	8					\$	-			
Special	HISTORIC RESOURCES SURVEY AND REPORT	8					\$	-			
Special	ARCHEOLOGICAL RESOURCES SURVEY AND REPORT	8					\$	-			
Special	QA/QC	48					\$	-			
Special		-					\$	-			
Special	TASK 9. STORMWATER ANALYSIS						\$	-			
Special	PREPARE PROPOSED CONDITIONS MODEL	40					\$	-			
Special	DEVELOP PROPOSED CONDITIONS PIPE AND OUTFALL	56					\$	-			
Special	EVALUATE PIPE CONFIGURATION AND FLOWS TO 10340	48					\$	-			
Special	REVISIONS DURING DESIGN OR FROM CITY COMMENT	32					\$	-			
Special	TECHNICAL MEMORANDUM	88					\$	-			
Special	MEETING WITH TXDOT AND CITY (UP TO 2)	20					\$	-			
Special		-					\$	-			
Special	TASK 10. TXDOT COORDINATION	-					\$	-			
Special	PROJECT MEETINGS WITH TXDOT (20)	150					\$	-			
Special	OVERSIGHT LEVEL SPECIAL APPROVAL FORM	7					\$	-			
Special	ADVANCE PLANNING AND DEVELOPMENT (APD) STAGE GATE CHECKLIST	7					\$	-			
Special	PS&E STAGE GATE CHECKLIST (FORM 2443)	7					\$	-			
Special	ENVIRONMENTAL REVIEW REQUEST	7					\$				
Special	ADVANCED FUNDING AGREEMENT PROJECT BUDGET FORM	7					\$	-			
Special	PROJECT INFORMATION FORM (PIF)	7					\$	-			
Special	DESIGN SUMMARY REPORT AND MEETING	46					\$	-			
Special	CONTRACT TIME ESTIMATE	18					\$	-			
Special	FORM 1002 AND FORM 2229	18					\$	-			
Special	LOCAL GOVERNMENT PROJECT - PLAN DEVELOPMENT REVIEW CHECKLIST	39					\$	-			
Special	SCHEMATIC CHECKLIST	46					\$	-			
	Total Hours / Quantity	5,168	469	_	_	_	\$				
	Total Hours / Quantity  Total Effort		\$ 328		s -	s -	s	328			

City of Burleson	Project Fee Summary		
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	619,617	
	Special Services	1,025,383	
Detailed Cost Breakdown	Total Project	1,645,000	

		Subconsultants					Total		
Basic or Special	Task Description	Yellow Rose Mapping - Survey	Yellow Rose Mapping - SUE	Acacia Heritage Consulting	CD&P	Total Eff		Total	Effort
						\$	-	\$	-
Basic Basic	TASK 1. PROJECT MANAGEMENT  INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING					\$	-	\$	1,811
Basic	INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING  INTERNAL PROJECT KICKOFF MEETING					\$	-	\$	3,909
Basic	EXTERNAL PROJECT KICKOFF MEETING					\$	-	\$	3,909
Basic	EXTERNAL COORDINATION MEETING (UP TO 12)					\$	_	\$	19,720
Basic	INTERNAL COORDINATION MEETING (UP TO 12)					\$	-	\$	19,720
Basic	MONTHLY INVOICE AND STATUS REPORTS (UP TO 18)					\$	-	\$	8,500
Basic	SITE VISITS (UP TO 3)					\$	-	\$	10,550
Basic	NCTCOG COORDINATION					\$	-	\$	-
Basic	PROJECT INTRODUCTION MEETING					\$	-	\$	7,813
Basic	METROPOLITAN TRANSPORTATION PLAN (MTP) REVIEW MEETING					\$	-	\$	14,900
Basic	TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW MEETING					\$	-	\$	14,900
Basic						\$	-	\$	-
Basic	TASK 2. 30% SCHEMATIC DESIGN					\$	-	\$	
Basic	COORDINATION WITH TXDOTCONNECT					\$	-	\$	2,722
Basic	TYPICAL SECTIONS HORIZONTAL ALIGNMENT LAYOUT					\$	-	\$	9,819
Basic Basic	ROW AND EASEMENT LAYOUT					\$	-	\$	12,085
Basic	VERTICAL ALIGNMENT LAYOUT					\$	-	\$	34,428
Basic	CONSTRUCTION PHASING					\$	-	\$	6,119
Basic	PAVEMENT MARKING LAYOUT					\$	_	\$	6,119
Basic	RETAINING WALL LAYOUT					\$	-	\$	6,119
Basic	ALIGNMENT DATA					\$	-	\$	3,702
Basic	PROPERTY INFORMATION					\$	-	\$	1,208
Basic	CROSS SECTIONS					\$	-	\$	22,125
Basic	OPCC					\$	-	\$	9,445
Basic	KMZ					\$	-	\$	3,012
Basic	QA/QC					\$	-	\$	19,725
Basic	POST-SUBMITTAL MEETINGS (1)					\$	-	\$	2,961
Basic						\$	-	\$	-
Basic	TASK 3. 60% SCHEMATIC DESIGN					\$	-	\$	-
Basic	UPDATE PLAN AND PROFILE SCHEMATIC					\$	-	\$	98,929
Basic	OPCC					\$	-	\$	9,445
Basic	KMZ					\$	-	\$	3,012
Basic	QA/QC					\$	-	\$	19,725
Basic	POST-SUBMITTAL MEETINGS (1)					\$	-	\$	1,889
Basic						\$	-	\$	-
Basic	TASK 4. 90% AND 100% SCHEMATIC DESIGN					\$	-	\$	-
Basic	90% SCHEMATIC DESIGN					\$	-	\$	-
Basic	UPDATE PLAN AND PROFILE SCHEMATIC					\$	-	\$	82,085
Basic	OPCC					\$	-	\$	9,445
Basic	KMZ					\$	-	\$	3,012
Basic	QA/QC					\$	-	\$	13,867
Basic	POST-SUBMITTAL MEETINGS (1)					\$	-	\$	1,889
Basic	4000/ 001/5144710 P501011					\$	-	\$	-
Basic	100% SCHEMATIC DESIGN					\$	-	\$	-
Basic	UPDATE PLAN AND PROFILE SCHEMATIC					\$	-	\$	62,093
Basic	OPCC					\$	-	\$	9,445
Basic	KMZ					\$	-	\$	3,012
Basic	QA/QC					\$	-	\$	13,867
Basic	POST-SUBMITTAL MEETINGS (1)					\$	-	\$	1,889
Charial	TACK E TODOCDADUIC CUDVEY AND CUDVEY DOCUMENTO					\$	-	\$	
Special	TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS	40.000				\$	-	\$	- 24 002
Special	SUPPLEMENTAL FIELD SURVEY	19,800					21,780		24,093
Special	EASEMENT DOCUMENTS (UP TO 125)	270,625					97,688		301,993
Special	ROW DOCUMENTS (UP TO 55)	166,705							187,681
Special	EASEMENT STAKING (UP TO 125)	31,250					34,375	\$	35,736
Special	TACK C CURCURFACE LITH ITY FNOINTEERING					\$	-	\$	-
Special	TASK 6. SUBSURFACE UTILITY ENGINEERING					\$	-	\$	-

City of Burleson	Project Fee Summary		
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services		
	Special Services	1,025,383	
Detailed Cost Breakdown	Total Project	1,645,000	

		Subconsultants			Total		
Basic or Special	Task Description	Yellow Rose Mapping - Survey	Yellow Rose Mapping - SUE	Acacia Heritage Consulting	CD&P	Total Sub Effort	Total Effort
Special	SUPPLEMENTAL LEVEL B SUE	,	8,500	Ü		\$ 9,350	\$ 11,663
Special	LEVEL A SUE (UP TO 10)		25,450			\$ 27,995	\$ 31,169
Special						\$ -	\$ -
Special	TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION					\$ -	\$ -
Special	DEVELOP PUBLIC INVOLVEMENT PLAN				9,500	\$ 10,450	\$ 11,657
Special	DATABASE DEVELOPMENT AND UPDATES, COMMUNICATIONS LOG				6,955	\$ 7,651	\$ 8,858
Special	NOTICE AND OPPORTUNITY TO COMMENT				15,275	\$ 16,803	3 \$ 25,808
Special	PUBLIC MEETING (UP TO 1)					\$ -	\$ -
Special	PLANNING AND LOGISTICS				3,875	\$ 4,263	\$ 5,245
Special	PUBLIC MEETING PROMOTION (NOTICES, ADVERTISEMENTS, MEDIA CO				6,000	\$ 6,600	\$ 8,466
Special	FACILITATION OF PUBLIC MEETING				9,000	\$ 9,900	\$ 14,214
Special	PUBLIC MEETING MATERIALS (PPT, MAPS, EXHIBITS, HANDOUTS)				9,575	\$ 10,533	\$ 21,036
Special	SUMMARY REPORT				11,900	\$ 13,090	
Special	STAKEHOLDER COORDINATION MEETINGS (UP TO 20)				17,065	\$ 18,772	
Special					,	\$ -	\$ -
Special	TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION					\$ -	\$ -
Special	PROJECT MEETINGS WITH TXDOT (20)					\$ -	\$ 16,633
Special	TXDOT ENVIRONMENTAL SCOPING					\$ -	\$ 6,860
Special	FIELD DATA COLLECTION AND PROCESSING					\$ -	\$ 7,477
Special	TECHNICAL ANALYSIS AND REPORTS					\$ -	\$ -
Special	HAZMAT ISA FORM AND SUPPORTING DOCUMENTATION MEMO					\$ -	\$ 5,940
Special	SPECIES ANALYSIS FORM AND SPREADSHEET					\$ -	\$ 2,377
Special	SURFACE WATER ANALYSIS FORM					\$ -	\$ 2,405
Special	FARMLAND CONVERSION IMPACT RATING FOR CORRIDOR TYPE PROJECT					\$ -	\$ 1,753
Special	TRAFFIC NOISE ANALYSIS AND MODEL					\$ -	\$ 48,637
Special	COMMUNITY IMPACTS ANALYSIS					\$ -	\$ 5,911
Special	TXDOT PCR AND ARCHEOLOGICAL BACKGROUND STUDY			3.619		\$ 3,981	
Special	HISTORIC RESOURCES SURVEY AND REPORT			13,121		\$ 14,433	,
Special	ARCHEOLOGICAL RESOURCES SURVEY AND REPORT			20,683		\$ 22,751	
•	QA/QC			20,063		\$ 22,73	\$ 11,927
Special Special	QA/QC					\$ -	\$ 11,927
Special	TASK 9. STORMWATER ANALYSIS					\$ -	\$ -
•	PREPARE PROPOSED CONDITIONS MODEL					\$ -	\$ 5,805
Special	DEVELOP PROPOSED CONDITIONS PIPE AND OUTFALL					\$ -	\$ 9,158
Special	EVALUATE PIPE CONFIGURATION AND FLOWS TO 10340					\$ -	\$ 7,839
Special							
Special	REVISIONS DURING DESIGN OR FROM CITY COMMENT TECHNICAL MEMORANDUM					•	\$ 5,119
Special Special	MEETING WITH TXDOT AND CITY (UP TO 2)					\$ - \$ -	\$ 14,676 \$ 3,615
•	WEETING WITH TADOT AND CITY (OF TO 2)					\$ -	\$ 3,013
Special	TARK AS TYPOT COORDINATION					\$ -	\$ -
Special	TASK 10. TXDOT COORDINATION						т
Special	PROJECT MEETINGS WITH TXDOT (20)					\$ -	\$ 38,302
Special	OVERSIGHT LEVEL SPECIAL APPROVAL FORM					\$ -	\$ 1,731
Special	ADVANCE PLANNING AND DEVELOPMENT (APD) STAGE GATE CHECKLIST					\$ -	\$ 1,731
Special	PS&E STAGE GATE CHECKLIST (FORM 2443)					\$ -	\$ 1,731
Special	ENVIRONMENTAL REVIEW REQUEST					\$ -	\$ 1,731
Special	ADVANCED FUNDING AGREEMENT PROJECT BUDGET FORM					\$ -	\$ 1,731
Special	PROJECT INFORMATION FORM (PIF)					\$ -	\$ 1,731
Special	DESIGN SUMMARY REPORT AND MEETING					\$ -	\$ 8,824
Special	CONTRACT TIME ESTIMATE					\$ -	\$ 3,174
Special	FORM 1002 AND FORM 2229					\$ -	\$ 3,174
Special	LOCAL GOVERNMENT PROJECT - PLAN DEVELOPMENT REVIEW CHECKLIS					\$ -	\$ 6,643
Special	SCHEMATIC CHECKLIST					\$ -	\$ 8,824
						\$ -	\$ -
	Total Hours / Quantity						
	Total Effort	\$ 537,218	\$ 37,345	\$ 41,165	\$ 98,060	\$ 713,788	\$ 1,645,000

#### COMPENSATION

	<b>Hourly Rate</b>		
<u>Position</u>	<u>Min</u>	<u>Max</u>	
Professional 1	102	196	
Professional 2	119	203	
Professional 3	147	312	
Professional 4	161	375	
Professional 5	214	389	
Professional 6	242	455	
Construction Manager 1	112	172	
Construction Manager 2	126	207	
Construction Manager 3	165	214	
Construction Manager 4	175	266	
Construction Manager 5	214	326	
Construction Manager 6	287	389	
Construction Representative 1	91	112	
Construction Representative 2	102	130	
Construction Representative 3	109	196	
Construction Representative 4	140	207	
CAD Technician/Designer 1	74	133	
CAD Technician/Designer 2	105	210	
CAD Technician/Designer 3	140	249	
Corporate Project Support 1	77	172	
Corporate Project Support 2	84	252	
Corporate Project Support 3	105	364	
Intern / Coop	56	102	

### **Rates for In-House Services and Equipment**

<u>Mileage</u>	<b>Bulk Printing and Reproduction</b>			<u>Equipment</u>		
Standard IRS Rates		B&W	<u>Color</u>	Valve Crew Vehicle (	hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)		\$500
	Large Format (per sq. ft.)			Water Quality Meter (per day)		\$100
	Bond	\$0.25	\$0.75	Microscope (each)		\$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day)		\$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day)		\$275
				Flushing / Cfactor (each) Backpack Electrofisher (each)		\$500
	Mounting (per sq. ft.)	\$2.00				\$1,000
	Binding (per binding)	\$0.25				
					Survey Grade	<u>Standard</u>
				Drone (per day)	\$200	\$100
				GPS (per day)	\$150	\$50

#### **OTHER DIRECT EXPENSES:**

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