

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Three Hundred Eighty Thousand Five Hundred Ninety Five Dollars (**\$380,595.00**) in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

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

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

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

This coverage may be written as follows:

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

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

To CONSULTANT:

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

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

17. SEVERABILITY.

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

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

30. OWNERSHIP OF DOCUMENTS.

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

31. COUNTERPARTS; PDF SIGNATURES.


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

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SIGNATURE PAGE

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

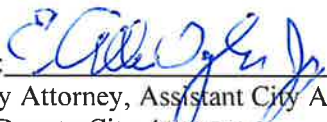
CITY OF BURLESON:

By: 
Name: Bryan Langley
Title: City Manager
Date: 01-09-2023

FREESE AND NICHOLS, INC.:

By: 
Name: Chris Bosco, P.E.
Title: Vice President/Principal
Date: December 28, 2022

APPROVED AS TO FORM:

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

**ATTACHMENT A
SCOPE OF SERVICES**

ATTACHMENT A
SCOPE OF SERVICES

PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering services in conjunction with the Village Creek Parkway (from McCall Street to Alsbury Boulevard) project (approximately 2,200 feet) for the City of Burleson (hereinafter referred to as CITY or OWNER).

The purpose of this project is to provide design, bid (through design, bid, build process), and construction phase services to remove an existing two-lane undivided roadway and construct of a five-lane undivided roadway, a shared use path on the eastside of the roadway, a sidewalk on the westside of the roadway, underground drainage system, minor water and sanitary sewer adjustments to proposed grades, signage and pavement marking improvements. The location of roadway illumination will be identified by FNI and installed by Oncor Electric. There are no water or sanitary sewer replacements or improvements with this project.

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

WORK TO BE PERFORMED

<u>DESIGN SERVICES</u>	<u>EFFORT PER TASK</u>
TASK 1. PROJECT MANAGEMENT	\$ 36,217.00
TASK 2. PRELIMINARY (60%) DESIGN	\$ 107,313.00
TASK 3. FINAL (90% AND 100%) DESIGN	\$ 96,504.00
TASK 4. BID AND CONSTRUCTION PHASE	\$ 32,860.00
TASK 5. TOPOGRAPHIC SURVEY	\$ 40,343.00
TASK 6. SUBSURFACE UTILITY ENGINEERING	\$ 41,140.00
TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION	\$ 3,750.00
TASK 8. UTILITY COORDINATION	\$ 15,818.00
TASK 9. FAA COORDINATION	\$ 6,650.00
DESIGN SERVICES TOTAL	\$ 380,595.00

BASIC SERVICES

TASK 1. PROJECT MANAGEMENT

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

Communications and Reporting

- Conduct internal project kickoff meeting
- Conduct and document external project kickoff meeting with CITY
- Conduct and document project update meetings (up to six (6) meetings) with CITY Project Manager.
- Prepare and submit monthly progress reports.

ASSUMPTIONS

- One (1) project kickoff meeting with CITY
- Up to six (6) project update meetings with CITY
- Invoices will be provided to the CITY from FNI on a monthly basis.

DELIVERABLES

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

TASK 2. PRELIMINARY (60%) DESIGN

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

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

GENERAL DESIGN

- COVER SHEET – Including project limits and location map
- INDEX OF SHEETS
- GENERAL NOTES – Including applicable City standard general notes
- SURVEY CONTROL AND PROJECT LAYOUT – Including City Control Points with X, Y, Z coordinates, identified coordinate system, and bearing base. Z coordinate will be included on City Datum only with a description of the location.
- ALIGNMENT DATA

- RIGHT-OF-WAY AND EASEMENT MAP – Including parcels numbers
- EXISTING UTILITY MAP – Including collected Level A-D SUE data.
- TYPICAL SECTIONS – Including existing and proposed typical sections showing pavement (roadway, sidewalk, curb), ROW, lane widths (with direction arrows), and retaining walls
- REMOVAL PLAN – Including removal of above and below ground features necessary for the construction of the project improvements.
- EROSION CONTROL PLAN – Including the layout of erosion control measures and notes.
- EROSION CONTROL DETAILS
- CONSTRUCTION PHASING NARRATIVE AND TYPICAL SECTION – Including description of the suggested construction phasing and typical sections. The construction phasing narrative includes expectation and restrictions of the construction during the multi-phase project.
- TRAFFIC CONTROL DETAILS – Including applicable CITY and TxDOT traffic control details. Assumes that the Contractor will prepare and implement a traffic control plan in accordance with the Texas Manual on Uniform Traffic Control Devices.

ROADWAY DESIGN

- ROADWAY PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- SIDESTREET PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- DRIVEWAY PROFILE - Including profile of existing top of ground line, proposed top of roadway elevation (profile grade line) at driveway centerline.
- ROADWAY DETAILS – Including necessary non-City of Burleson standard details.
- CITY OF BURLESON - ROADWAY DETAILS

DRAINAGE DESIGN

- OVERALL DRAINAGE AREA MAP - Including delineate the watershed based on contour data and field verification and document existing street, right-of-way and storm drain capacities for the subject site. A drainage area map will be drawn at maximum 1" = 200' scale from available 1-foot contour data with the contours labeled. Data source and year will be provided by FNI.
- DETAILED DRAINAGE AREA MAP - Including view (1" = 30' scale) of proposed drainage improvements and watershed delineation lines within the existing and proposed right-of-way.
- INLET AND STORM DRAIN CALCULATIONS - Including calculations regarding street and right-of-way capacities and design discharges at selected critical locations will be provided. All calculations shall conform to CITY criteria. All locations in the project area where 100-year runoff exceeds available storm drain and right-of-way capacities shall be clearly identified.
- DRAINAGE KEY MAP
- STORM DRAIN PLAN AND PROFILE - Including location and size of all inlets, manholes, junction boxes, piping to include storm drain profiles showing existing and proposed flow lines,

HGL, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.

- STORM DRAIN LATERAL PROFILE - Including profile view of existing and proposed top of ground lines, proposed inlet, and proposed pipe.
- DRAINAGE DETAILS – Including necessary non-City of Burleson standard details.
- CITY OF BURLESON - DRAINAGE DETAILS

UTILITY DESIGN

- MINOR UTILITY ADJUSTMENT PLAN – Including plan sheets for the minor adjustment (for example, adjustment of valve or manhole to proposed finished grade) of existing water and sanitary sewer utilities within the project area.
- CITY OF BURLESON AND CITY OF FORT WORTH – UTILITY DETAILS

ILLUMINATION DESIGN

- ILLUMINATION PLAN – Including recommended location of roadway light fixture, ground boxes, conduit, and electrical service pedestal/meter. Oncor Electric will review and approve the design. If necessary, existing utility poles will be used to install roadway light fixtures on.
- ONCOR ELECTRIC – ILLUMINATION DETAILS

SIGNING AND PAVEMENT DESIGN

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

LANDSCAPE DESIGN

- LANDSCAPE PLAN – Including proposed locations of topsoil, sod, and hydromulch in relation to the proposed improvements.

CROSS SECTION DESIGN

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

Specifications Manual

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

Opinion of Probable Construction Cost

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

Quality Assurance / Quality Control

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

Plan Review Process

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

ASSUMPTIONS

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

DELIVERABLES

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

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

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

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

Specifications Manual

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

Opinion of Probable Construction Cost

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

Plan Review Process

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

Following the 90% design review meeting with the CITY, FNI will submit Final (100%) Design plans, specifications, and OPCC to the CITY per the approved Project Schedule. Each plan sheet will be stamped, dated, and signed by the engineer registered in the State of Texas.

ASSUMPTIONS

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

DELIVERABLES

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

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

TASK 4. BID AND CONSTRUCTION PHASE

During the bid phase of the Project, FNI will:

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

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

During the construction phase of the Project, FNI will:

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

TASK 5. TOPOGRAPHIC SURVEY

FNI will provide topographic survey support as follows:

- Survey and prepare a topographic survey map that will establish the control line, centerline, and references for control points, benchmarks, and cross-sections. The survey will also include utility features found in the field marked by Texas 811 and will show public utility lines per as-built drawings provided by the CITY. The survey will be provided with an electronic copy for use in design. The survey will include location and identification of all above ground features within the survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways, handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth will be identified. Trees six inches and larger in diameter will be surveyed and common name will be identified.
- Research the existing eight-of-way / easement property boundaries and field locating within the project area.
- The topographic survey will be conducted up to 120 feet in width along the roadway alignment (2,200 feet in length).
- Survey Control and Materials:
 - 5/8" iron rods with cap and/or mag nails will be used as control material.
 - Horizontal and vertical control points will be set at 500' interval within the project area. Where possible, control monumentation will be located sufficiently away from the project limits so as not be disturbed by construction activities.
 - All established main horizontal and vertical control along the pertinent calculations will be furnished in electric (MS Word Document) format.
- Temporary Right of Entry - Prior to entering property for field survey, the CITY will prepare, mail and obtain Temporary Right of Entry from landowners after a date range for field survey has been provided by FNI.
- Prepare up to twelve (12) easement survey documents (exhibit and metes and bounds description).
- Prepare up to two (2) right-of-way survey documents (exhibit and metes and bounds description).

ASSUMPTIONS

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

DELIVERABLES

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

TASK 6. SUBSURFACE UTILITY ENGINEERING

FNI will perform the Level 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.

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

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

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

FNI will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, 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 will also provide.

TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION

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

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- FNI is responsible for providing plans that are in compliance with TDLR requirements.
- Submit construction documents to the TDLR.
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the TDLR.
- Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
- Responding to agency comments and requests.
- All costs associated with TDLR plan review and inspections are to be paid by FNI during the course of the project.

ASSUMPTIONS

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

DELIVERABLES

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

TASK 8. UTILITY COORDINATION

FNI will provide utility coordination support for the CITY, as follows:

- FNI will prepare and conduct up to six (6) utility coordination meetings with utility owners.
- FNI will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of utility conflicts will be completed by FNI with assistance from the CITY.
- In the case of a public utility conflict, FNI will design CITY facilities to avoid or minimize conflicts with existing utilities (owned by both City of Fort Worth and City of Burleson). FNI will provide design for minor vertical adjustments to existing City of Fort Worth water lines as necessary.
- In the case of a private utility conflict, the FNI will provide a PDF set of plans with the utility conflicts highlighted and a utility conflicts table of those conflicts. If necessary, FNI will coordinate directly with the private utility provider if that provider needs to undertake design to adjust their utility's location.
- During Preliminary Design and Final Design, FNI will provide the plans and table showing the utility conflicts to the utility companies which have facilities within the limits of the project.
- As available, the CITY will attend the coordination meetings and assist in the coordination process.

TASK 9. FAA COORDINATION

FNI will provide Federal Aviation Administration (FAA) coordination support for the CITY, as follows:

- FNI to prepare and conduct up to two (2) coordination meeting with FAA staff.
- FNI to prepare and submit FAA Form 7460-1 "Notice of Proposed Construction or Alteration" to the FAA to allow for construction activity to commence in the proximity of airport property.

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

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

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

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

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



SPINKS AIRPORT

ABNER LEE DRIVE

VILLAGE CREEK PARKWAY

ALSBURY BOULEVARD

ROADWAY, DRAINAGE, ILLUMINATION, PAVEMENT MARKING, AND SIGNAGE IMPROVEMENTS

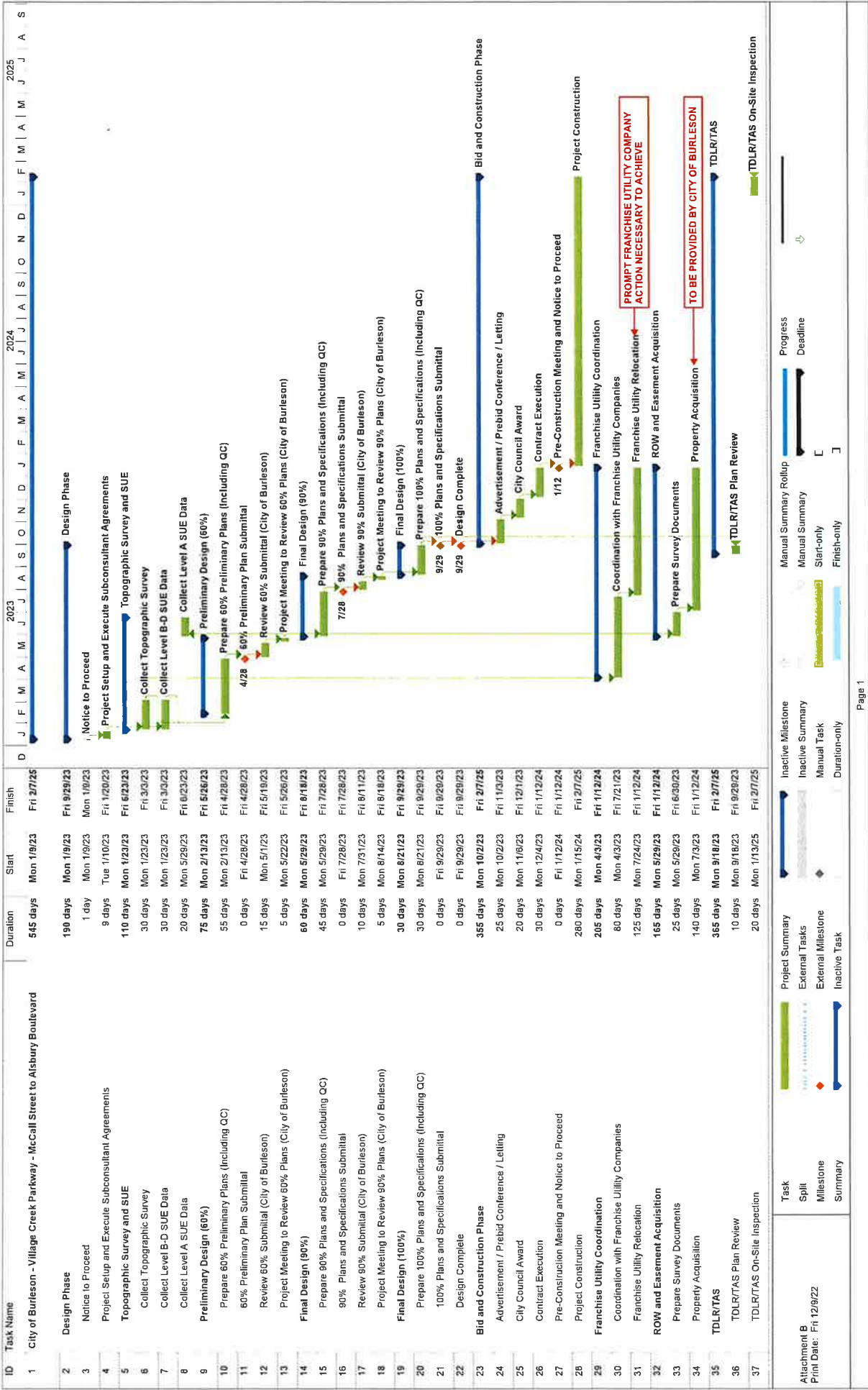
MCCALL STREET

I-35W

ATTACHMENT A
CITY OF BURLESON - VILLAGE CREEK PARKWAY
FROM MCCALL STREET TO ALSBURY BOULEVARD

2000 ft





ID	Task Name	Duration	Start	Finish
1	City of Burleson - Village Creek Parkway - McCall Street to Alsbury Boulevard	545 days	Mon 1/9/23	Fri 2/7/25
2	Design Phase	190 days	Mon 1/9/23	Fri 9/29/23
3	Notice to Proceed	1 day	Mon 1/9/23	Mon 1/9/23
4	Project Setup and Execute Subconsultant Agreements	9 days	Tue 1/10/23	Fri 1/20/23
5	Topographic Survey and SUE	110 days	Mon 1/23/23	Fri 6/23/23
6	Collect Topographic Survey	30 days	Mon 1/23/23	Fri 3/23/23
7	Collect Level B-D SUE Data	30 days	Mon 1/23/23	Fri 3/23/23
8	Collect Level A SUE Data	20 days	Mon 5/29/23	Fri 6/23/23
9	Preliminary Design (60%)	75 days	Mon 2/13/23	Fri 5/26/23
10	Prepare 60% Preliminary Plans (Including QC)	55 days	Mon 2/13/23	Fri 4/28/23
11	60% Preliminary Plan Submittal	0 days	Fri 4/28/23	Fri 4/28/23
12	Review 60% Submittal (City of Burleson)	15 days	Mon 5/1/23	Fri 5/19/23
13	Project Meeting to Review 60% Plans (City of Burleson)	5 days	Mon 5/22/23	Fri 5/26/23
14	Final Design (90%)	60 days	Mon 5/29/23	Fri 8/18/23
15	Prepare 90% Plans and Specifications (Including QC)	45 days	Mon 5/29/23	Fri 7/28/23
16	90% Plans and Specifications Submittal	0 days	Fri 7/28/23	Fri 7/28/23
17	Review 90% Submittal (City of Burleson)	10 days	Mon 7/31/23	Fri 8/11/23
18	Project Meeting to Review 90% Plans (City of Burleson)	5 days	Mon 8/14/23	Fri 8/18/23
19	Final Design (100%)	30 days	Mon 8/21/23	Fri 9/29/23
20	Prepare 100% Plans and Specifications (Including QC)	0 days	Fri 9/29/23	Fri 9/29/23
21	100% Plans and Specifications Submittal	0 days	Fri 9/29/23	Fri 9/29/23
22	Design Complete	0 days	Fri 9/29/23	Fri 9/29/23
23	Bid and Construction Phase	355 days	Mon 10/2/23	Fri 2/7/25
24	Advertisement / Prebid Conference / Letting	25 days	Mon 10/2/23	Fri 11/3/23
25	City Council Award	20 days	Mon 11/6/23	Fri 12/1/23
26	Contract Execution	30 days	Mon 12/4/23	Fri 1/12/24
27	Pre-Construction Meeting and Notice to Proceed	0 days	Fri 1/12/24	Fri 1/12/24
28	Project Construction	280 days	Mon 1/15/24	Fri 2/7/25
29	Franchise Utility Coordination	205 days	Mon 4/3/23	Fri 1/12/24
30	Coordination with Franchise Utility Companies	80 days	Mon 4/3/23	Fri 7/21/23
31	Franchise Utility Relocation	125 days	Mon 7/24/23	Fri 1/12/24
32	ROW and Easement Acquisition	165 days	Mon 5/29/23	Fri 1/12/24
33	Prepare Survey Documents	25 days	Mon 5/29/23	Fri 6/30/23
34	Property Acquisition	140 days	Mon 7/3/23	Fri 1/12/24
35	TDLR/TAS	365 days	Mon 9/18/23	Fri 2/7/25
36	TDLR/TAS Plan Review	10 days	Mon 9/18/23	Fri 9/29/23
37	TDLR/TAS On-Site Inspection	20 days	Mon 1/13/25	Fri 2/7/25

COMPENSATION

ATTACHMENT CO

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 Five Hundred Ninety Five Dollars (\$380,595).

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

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

Rates for In-House Services and Equipment

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

OTHER DIRECT EXPENSES:

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

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