



## 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 KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant").

### **1** SCOPE OF SERVICES.

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

### **2** TERM.

This Agreement shall commence upon execution by the parties (the "Effective Date") and shall terminate upon completion of the work specified in **Attachment A (Scope of Services)**, and in general accordance with the Project Schedule attached hereto as **Attachment C**, 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 Eight Hundred Five Thousand Six Hundred Eighty Dollars and No Cents (\$805,680.00) in accordance with the fee schedule incorporated herein as **Attachment B**, 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.



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#### **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



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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.**

#### 8.3 **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,**



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**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**



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**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.**

**THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.**

### **9 ASSIGNMENT AND SUBCONTRACTING.**

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

### **10 INSURANCE.**

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

#### **10.1 Coverage and Limits**

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

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

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



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- \$500,000 Disease - Policy limit This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

- \$1,000,000 Per Claim and Aggregate

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

### 10.2 Certificates.

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

### 10.3 Additional Insurance Requirements.

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

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

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





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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  
Attn: Tommy Ludwig  
141 W. Renfro St.  
Burleson, TX 76028

#### TO CONSULTANT:

Kimley-Horn and Associates, Inc.  
Attn: Doug Arnold  
801 Cherry Street  
Suite 1300, Unit 11  
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.**



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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 Attachments A, B, and C, 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





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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:

- (a) 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.
- (b) 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. 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.
- (c) 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 STATUTORY TITLE VI CLAUSES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- 27.1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 27.2 Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.



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The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in ~~Appendix~~ B of 49 CFR Part 21.

- 27.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 27.4 Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 27.5 Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancelling, terminating, or suspending a contract, in whole or in part.
- 27.6 Incorporation of Provisions: The Consultant will include the provisions of §27.1-27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- 27.7 During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.



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- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,
- (h) The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- (i) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (j) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (k) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### 28 **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.

### 29 **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.



**30     BASIC SAFEGUARDING OF CONSULTANT 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.

**31     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.

**32     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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**Purchasing**

**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KIMLEY-HORN AND ASSOCIATES, INC.**

Signed by:  
By: Doug Arnold  
D7A6C9199E604BC...

Name: Doug Arnold

Title: Contract Specialist

Date: 1/8/2026

## **ATTACHMENT A**

Scope of Services for Engineering Design Related Services for:

### **CHISHOLM WEST LIFT STATION AND FORCE MAIN**

The CONSULTANT will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the Chisholm West Lift Station and Force Main.

#### **Project Understanding**

CONSULTANT will provide engineering design services for the following:

- 6 MGD (2.5 MGD initial) firm capacity sanitary sewer lift station
- Approximately 10,000 linear feet of sanitary sewer force main from the lift station site to an existing 21-inch interceptor located in CR 914 to the southeast (or another location of similar distance as dictated by the City)
- Gravity sanitary sewer stub-outs to the north and south for future extensions by others to supply flow to the lift station
- Approximately 1,000 linear feet of 6-inch water line extended from an existing 6-inch JCSUD water line in CR 1016 to the lift station site

Basic Services scope of work for this project generally includes the following items:

- Lift station including wetwell and pumps, discharge piping and valve vault, flow meter vault, various equipment pads, electrical building, and odor control measures
- Force main, gravity sewer, and water line improvements
- Electrical and controls improvements including a standby generator
- Shade structure for electrical rack (it is assumed that variable frequency drives will not be utilized, a climate controlled electrical building will also not be required, and that the motor starter enclosure will be equipped with a cooling system to mitigate potential to overheat exterior equipment)
- Survey, geotechnical investigation, and subsurface utility engineering (SUE)
- Permitting services for the lift station site and proposed pipelines
- Bidding and Construction phase services for the lift station and pipelines

Special Services scope of work for this project generally includes the following items:

- Early equipment procurement packages for various long-lead items to permit the City to purchase or partially purchase items prior to completion of design



CONSULTANT's scope of services is as follows:

### **Basic Services**

- Task 1 – Design Management
- Task 2 – Conceptual Analysis
- Task 3 – Preliminary Engineering Report (30%)
- Task 4 – Preliminary Design (60%)
- Task 5 – Final Design (90%)
- Task 6 – Construction Contract Documents
- Task 7 – Bid Phase Services
- Task 8 – Construction Contract Administration
- Task 9 – Record Drawings Preparation
- Task 10 – Permitting
- Task 11 – Platting and Easement Preparation
- Task 12 – Survey, SUE, Geotech

### **Special Services**

- Task 13 – Early Equipment Procurement Packages

## **BASIC SERVICES**

### **Task 1 DESIGN MANAGEMENT**

#### **A. Kickoff Meeting**

1. Prepare for and attend kickoff meeting.
2. Prepare meeting notes and distribute to the City.

#### **B. Data Collection**

1. Receive and organize existing City record drawings, GIS shapefiles, and information related to ongoing projects for water, sanitary sewer and storm sewer pipelines and facilities at or near the proposed site.
2. Receive current water system model from City, including future demand scenarios.

#### **C. Sub-consultant Agreement Preparation**

1. Prepare and execute up to four (4) subconsultant agreements.

#### **D. Monthly Reporting**

1. Prepare and e-mail progress reports to the project team once a month (during design phase only) to be included with invoices. 12 months is assumed.
2. Prepare project schedule and provide schedule updates if the schedule changes.

#### **E. Meetings**

1. Attend up to twelve (12) progress and/or design meetings with City and stakeholders during design phase.

## **Task 2      CONCEPTUAL ANALYSIS**

### **A. Conceptual Analysis Memorandum**

1. Evaluate lift station locations west and east of Chisholm Trail Parkway and make recommendations on the best which meets the following criteria:
  - a. Ability to serve the entirety of the Tall Grass development without the requirement of an additional lift station
    - i. The lift station site is assumed to be near the northwest corner of the Chisholm Summit development, approximately 1,000 linear feet northwest of the CR 1016 and CR 914A intersection within the City of Burleson ETJ. An alternate location west of Chisholm Trail Parkway will be evaluated as well.
  - b. Minimize wetwell depth
2. Develop one (1) site layout for the selected site.
3. Identify considerations for the selected site
4. Develop two (2) force main alignment exhibits
5. Identify considerations for each alignment
6. Prepare an Opinion of Probable Construction Cost (OPCC) for each proposed site and pipeline alignment
  - a. *The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
7. Provide recommendations for lift station site and pipeline alignment.
8. Prepare draft technical memorandum incorporating findings of this Task.
9. Finalize technical memorandum based on City comments.

### **B. Assumptions**

1. City will provide initial and ultimate flow requirements and the development of this design will not require further analysis of the existing and future basin.

### **C. Deliverables**

1. Draft and Final Technical Memorandum and will be provided in .PDF format to City via e-mail for review and comment.

### **D. Review Meeting**

1. Meet with City to receive comments on technical memorandum.

### **E. Site Visits**

1. One (1) site visit will be performed.

## **Task 3      PRELIMINARY ENGINEERING REPORT**

### **A. Preliminary Engineering Report**

1. The following items will be evaluated and included in the Preliminary Engineering Report:
  - b. Report:
    - ii. Lift Station Hydraulics and System Curve Evaluation
    - iii. Flow assumptions summary
    - iv. Pump selection and pump performance diagrams
    - v. Preliminary site plan and pump station layout.
    - vi. Yard Piping – sizing for initial as well as future capacity.
    - vii. Site Lighting
    - viii. City architectural requirements and City design preferences.
    - ix. Site Landscaping Requirements
    - x. Geotechnical and Structural Considerations
    - xi. Control Narrative – operational narrative of the pumps for various conditions from initial to build-out.
    - xii. SCADA System – RTU on-site, and connection to existing SCADA system.
    - xiii. Pump motor control center and starter options (VFD's and/or soft starters).
    - xiv. Electrical service options.
    - xv. Electrical rack and site lighting requirements
    - xvi. Pump Motor Starter Requirements (soft starters assumed).
    - xvii. Generator – evaluate generator size and enclosure requirements.
    - xviii. Noise Control requirements.
    - xix. Site security requirements.
    - xx. City storm drainage detention requirements.
    - xxi. Force main and appurtenances material considerations
    - xxii. Force main alignment considerations
2. Drawings / Exhibits
  - c. The following items will be included in the PER:
    - i. Lift Station Mechanical Plan
    - ii. Lift Station Mechanical Section
    - iii. Lift Station Isometric Views
    - iv. Site Plan Layout Alternatives (up to two)
    - v. Electrical One Line Diagram
    - vi. Process Flow Diagram
    - vii. Overall Force Main Plan and Profile

**B. Deliverables**

1. Submit two (2) hard copies and one .PDF digital copy of Preliminary Engineering Report to City for review and comment.
  - a. Draft Submittal shall include the following:
    - i. Preliminary Engineering Report with 11"x17" Drawings
  - b. Revised Submittal shall include the following:
    - i. Preliminary Engineering Report with 11"x17" Drawings
  - c. Consultant's Opinion of Probable Construction Cost (OPCC).

**C. Meetings**

1. Attend one (1) meeting with City to present and review the preliminary engineering report.

**D. Site Visits**

1. One (1) site visit will be performed.

## **Task 4 PRELIMINARY DESIGN**

### **A. Preliminary Design**

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report:
  - a. Cover Sheet
  - b. Sheet Index
  - c. General Notes Sheet
  - d. Control and Benchmarks
  - e. Proposed and Existing Easement Sheets
  - f. Overall Location and Proposed Infrastructure Map
  - g. Overall and Existing Infrastructure Sheet
  - h. Lift Station:

• Site Plan	• Yard Piping Plan
• Demolition Plan	• Yard Piping Profiles
• Grading Plan	• Mechanical Plan
• Paving Plan	• Mechanical Sections
• Pre/Post Drainage Area Map	• Electrical Sheets
	• Structural Sheets
  - i. Pipelines
    - Force Main Plan and Profile Sheets (10 assumed)
    - Water Line Plan and Profile Sheet (1 assumed)

### **B. Assumptions**

1. Project Manual will not be required as part of this submittal

### **C. Deliverables**

1. Preliminary Design Submittal (60%)
  - a. Submit two (2) copies to the City for review and comment and digital .PDF copy.
  - b. Submittal shall include the following:
    - i. Preliminary design drawings
    - ii. Consultant's OPCC

### **D. Meetings**

1. One (1) meeting with City to review Preliminary Design Submittal.

### **E. Site Visits**

1. One (1) site visit will be performed.

## **Task 5      FINAL DESIGN**

### **A. Final Design**

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report and Preliminary Design:

- a. Cover Sheet
- b. Sheet Index
- c. General Notes Sheet
- d. Control and Benchmarks
- e. Proposed and Existing Easement Sheets
- f. Overall Location and Proposed Infrastructure Map
- g. Overall and Existing Infrastructure Sheet
- h. Lift Station:
  - Site Plan
  - Demolition Plan
  - Grading Plan
  - Paving Plan
  - Pre/Post Drainage Area Map
  - Yard Piping Plan
  - Yard Piping Profiles
  - Mechanical Plan
  - Mechanical Sections
  - Discharge Meter Vault and Details
  - Lift Station Detail Sheets (4)
  - Paving and Jointing Details
  - Drainage Details
  - Fence and Gate Details
  - Landscaping/Irrigation Plan and Details
  - Electrical Sheets
  - Structural Sheets
  - Plumbing Sheets (vault sump pumps)
- i. Pipelines
  - Force Main Plan and Profile Sheets (10 assumed)
  - Water Line Plan and Profile Sheet (1 assumed)
  - Sewer Details
  - Water Details
- j. Surface Repair/Restoration Sheets
- k. Erosion Control Plan
- l. Erosion Control Details
- m. Traffic Control Plans



2. Preparation of Project Manual

- a. Front End Documents including bidding and construction contract documents
- b. Technical Specification Preparation:
  - a. Division 1 – General Requirements
  - b. Division 3/4 – Structural
  - c. Division 22 – Plumbing
  - d. Division 32 – Exterior Improvements
  - e. Division 33 – Utilities
  - f. Division 40/43/46 - Process

**B. Deliverables**

- 1. Final Design Submittal (90%)
  - a. Submit two (2) copies to the City for review and comment and digital .PDF copy.
  - b. Submittal shall include the following:
    - i. Final design drawings
    - ii. Final design project manual
    - iii. Consultant's OPCC

**C. Meetings**

- 1. One (1) meeting with City to review Final Design Submittal.

**D. Site Visits**

- 1. One (1) site visit will be performed.

**Task 6 CONSTRUCTION CONTRACT DOCUMENTS**

**A. Bidding Construction Contract Documents**

- 1. Incorporate City comments from final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
- 2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design. Conformance plans and specifications

**B. Deliverables:**

- 1. Construction Contract Documents Submittal
  - a. Submit electronic (.pdf) documents to the City for bidding.
  - b. Submittal shall include the following:
    - viii. Bid drawings
    - ix. Bid project manual
    - x. Consultant's OPCC

## **Task 7      BID PHASE SERVICES**

### **A. Bid Phase Services**

1. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers, and plan rooms.
2. The following assistance will be provided to the City during the bidding phase:
  - a. Preparation of addenda and delivery to City for distribution to planholders (this scope of services assumes up to 3 addenda).
  - b. Responses to questions submitted by planholders (this scope of services assumes up to 50 questions).
  - c. Attend and conduct pre-bid meeting with City and planholders
  - d. Attend bid opening facilitated by City.
  - e. Evaluation of bidder qualifications.
  - f. Prepare bid tabulations.

### **B. Conformance Plans and Specifications**

1. Prepare conformance set of plans and specifications to be used for construction contract execution based on questions and addenda from the bidding phase.
2. Provide digital copies (.PDF) to City for construction contract execution.

## **Task 8 CONSTRUCTION CONTRACT ADMINISTRATION**

### **A. Construction Phase Services**

1. Pre-Construction Conference
  - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
  - a. Visit the construction site up to eighteen (18) times during construction to perform construction observation. 18 months construction time is assumed.
  - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgement.
  - c. Based on information obtained during site visits, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep City informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
  - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, CONSULTANT believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the CONSULTANT.
4. Construction Progress Meetings
  - a. Conduct monthly progress meetings with City and Contractor to assist with administration of the construction. Meetings are anticipated to be conducted on-site and in conjunction with Site Visits associated with observation of construction.
5. Clarifications and Interpretations
  - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
6. Change Orders
  - a. Recommend change orders to City, as appropriate.
  - b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7. Shop Drawings and Samples

- a. Review up to **one hundred (100)** shop drawings, samples, and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction. This quantity assumes no more than one re-review of each shop drawing on average (**200 reviews total**).
- b. Such review, approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
- c. Log all shop drawings, samples and other submittals.

8. Substitutes and “or-equal”

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

9. Request for Information (RFI):

- a. Provide necessary interpretations and clarifications of contract documents and make recommendations as to the acceptability of the work for up to **forty (40)** RFI's. CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

10. Inspections and Tests

- a. Review certificates of inspections and tests within CONSULTANT's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

11. Disagreements between City and Contractor

- a. As necessary, CONSULTANT will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, CONSULTANT will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the CONSULTANT shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the CONSULTANT with no decision having been rendered.

12. Lift Station Startup

- a. CONSULTANT will coordinate with City and Contractor regarding timing for pump and pumping system startup and commissioning and assist the Contractor with scheduling.
- b. CONSULTANT will prepare a startup plan which is only intended to provide guidance during startup of various system components.
- c. CONSULTANT will be present on-site during startup to assist with troubleshooting and provide guidance to Contractor and their vendors and City staff.
- d. This task assumes that startup and commissioning will occur over no more than two (2) calendar days.

13. Substantial Completion and Final Acceptance Walkthrough and Punchlist Preparation

- a. Attend substantial completion and final acceptance walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
  - i. Limitation of Responsibilities: The CONSULTANT will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or aof any other individual entity performing or furnishing the work. CONSULTANT will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during substantial completion and final acceptance walkthrough with City and Contractor.

## **Task 9      RECORD DRAWINGS PREPARATION**

### **A. Record Drawings**

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The CONSULTANT will not observe on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
  - a. PDF electronic copy

## **Task 10 PERMITTING**

### **A. TCEQ Permitting**

1. Prepare and submit TCEQ technical review submittal in accordance with Texas Administrative Code Title 30, Part 1, Chapter 217, Subchapter A.
  - a. CONSULTANT will coordinate with TCEQ staff to obtain approval of the pump station designs.
  - b. CONSULTANT will revise design documents as required by technical review comments.

### **B. Commercial Site Plan**

1. Prepare Commercial Site Plan application and incorporate the following items from the design drawings in accordance with City of Burleson Planning Department requirements:
  - a. Dimensioned Site Plan Layout
  - b. Preliminary Utility Plan
  - c. Preliminary Drainage/Grading Plan
  - d. Building Elevations
  - e. Landscape Plan
2. Up to two (2) revisions of prepared exhibits are anticipated.

### **C. Aquatic Resources Delineation**

1. Delineation will be performed in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement (Great Plains Region) as detailed below:
  - a. Locate readily available resource documents and perform a desktop review of site conditions.
  - b. Perform one site visit to evaluate the existence and approximate locations of aquatic resources on the site.
  - c. Prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit. Appropriate feature data, locations, and extents will be collected with a GPS with sub-meter accuracy as required by the USACE. This scope of work does not include flagging.
  - d. Prepare a report for the project documenting the results of the aquatic resources delineation performed onsite providing recommendations pertaining to compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.



2. Official authority to make a determination defining applicable jurisdictional limits rests with the EPA; however, authority has been delegated to the USACE. Jurisdictional determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The aquatic resources delineation should not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits.

#### **D. Oncor Encroachment Agreements**

1. Coordination meeting with Oncor staff on proposed utility crossings of Oncor easements
2. Create up to three (3) exhibits prepared for utility crossings of Oncor transmission line easements
3. Assumed two (2) rounds of comments
4. Coordinate up to three (3) encroachment agreements

#### **E. Drainage Study**

1. Prepare a runoff timing study demonstrating that the proposed pump station site does not increase peak runoff.
  - a. Unit hydrograph hydrologic modeling software (HEC-HMS) will be utilized to evaluate peak flows at the site's outfalls.
  - b. Delineate contributing drainage areas from publicly available topographic data and survey data where available.
  - c. Calculate hydrologic parameters per City criteria.
2. Prepare a flood study demonstrating that the proposed lift station site development causes no adverse impact to the floodplain.
  - a. Hydraulic impacts will be evaluated from the proposed development in 100-yr conditions.
3. Prepare technical memorandum explaining timing and flood study methodology and results.
4. Deliverables:
  - a. Technical Memorandum
  - b. Hydraulic and Hydrologic workmaps
  - c. Digital files (HEC-HMS and HEC-RAS modeling).

#### **F. Assumptions**

1. Proposed lift station site will not require modification or reclamation of existing floodplain, nor preparation of associated LOMR/CLOMR and/or LOMR-F documentation or associated FEMA coordination.
2. The project will not trigger a USACE Section 404 Nationwide Permit, and will not require USACE coordination or preparation of associated documentation for this type of permit.
3. The project will not require the performance of a cultural resources survey by a registered archeologist.

## **Task 11 PLATTING AND EASEMENT PREPARATION SERVICES**

### **A. Easement Preparation**

1. Upon receiving approval of proposed pump station site and offsite piping alignments, CONSULTANT will prepare up to four (4) permanent water line easements and four (4) temporary construction easements.
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

### **B. Platting Services**

1. Preparation of preliminary and final plat and/or replat exhibits
2. Up to two (2) revisions of prepared exhibits
3. The City will be responsible for administration of platting/replatting the new pump station site. CONSULTANT will only prepare exhibits as described above.

### **C. Deliverables**

1. Two (2) mylar copies of final plat/replat and digital (.PDF) format.

## **Task 12 SURVEY, SUE, GEOTECH**

### **A. Data Collection**

1. Utility and Property Owner Coordination
  - a. Coordinate with DIG TESS and City of Burleson to locate and mark existing franchise and public utilities prior to performing the field survey.

### **B. Design Survey**

2. The limits of the survey shall be approximately one half acre for the selected Chisholm West Lift Station site, and approximately two (2) miles of 100-foot wide area for the selected force main alignment.
3. Establish up to two (2) horizontal control points based on the City of Burleson Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
4. Establish a vertical control benchmark circuit tied to the City of Burleson benchmark system, specific for this project.
5. Perform a field survey to identify and locate all existing topographic elements within the site including, but not limited to, the following:
  - a. Property pins
  - b. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - c. Driveways
  - d. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
  - e. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
  - f. Signs (excluding temporary signs)
  - g. Trees, 6-inch caliper and up
  - h. Fence limits and material types
  - i. Other applicable physical features that could impact design:
    - i. Field ties to the existing edge of pavement on CR 1016.
    - ii. Field sketches of utility manholes and structures.
  - j. Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

### **C. Geotechnical Engineering**

1. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
  - a. Subsurface exploration including ten (10) sample bores (one for the lift station site, and nine for the force main) drilled to between 15 feet (for the pipeline) and 35 feet (for the lift station) depending upon depth to un-weathered shale or limestone.
  - b. Laboratory tests for classification purposes and strength characteristics.
  - c. Engineering services that address the following:
    - i. Soil and groundwater conditions
    - ii. Comments on general excavatability of soils and shale encountered
    - iii. Recommendations for pump station, transformer and generator pads, and vault foundation types, depth, allowable loading and backfill requirements
    - iv. Foundation construction requirements
    - v. Recommended lateral pressures for the design of below grade walls
    - vi. Evaluation of the subgrade soils
    - vii. Recommendations for yard piping installation, including bedding and backfill
    - viii. Recommendations for earthwork.
2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

### **D. Subsurface Utility Engineering (SUE)**

1. Level A investigation of existing water line connection points, and potential crossing utilities. The Level A investigation shall consist of performing up to nine (9) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.

## **SPECIAL SERVICES**

### **Task 13 EARLY EQUIPMENT PROCUREMENT PACKAGE**

*Upon approval of the preliminary design package (60%), CONSULTANT will assist the City with early procurement of various long-lead pieces of equipment to mitigate schedule impact as follows:*

#### **A. Bid Package Development**

1. Coordination with City Purchasing.
2. Preparation of custom front-end bidding and Contract Documents to provide partial payment for equipment which will be stored at vendor's facilities at the City's cost. Contract will be developed such that the Contractor will pay remaining costs for equipment and that City will not ever have equipment in their possession but will only pay for storage of equipment.
3. Preparation of final technical specifications for inclusion in up to four (4) separate equipment bid packages:
  - a. Submersible Pumps
  - b. Standby Generator Set
  - c. Automatic Transfer Switch
  - d. Pump Starters (RVSS or VFD)

#### **B. Bid Support**

1. Provide bid documents to the City for upload onto Bonfire.
2. Assist with the preparation of relevant addenda during the advertisement period.
3. Attend the prebid conference in support of the City.
4. Assist the City in determining the qualifications and acceptability of prospective suppliers.
5. Attend the bid opening in support of the City.
6. Incorporate all addenda into the contract documents and issue conformed sets.

#### **C. Procurement Support**

1. Shop drawing, samples, and other submittals review
  - a. Review shop drawings, samples and other submittals submitted by the supplier for general conformance with the design concepts and general compliance with the requirements of the equipment procurement contracts.
  - b. Such review, approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
  - c. Log all shop drawings, samples and other submittals.

2. Substitutions

- a. Evaluate and determine the acceptability of substitute or "or-equal" materials proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of the state or the CITY.

3. Request for Information (RFI):

- a. Provide necessary interpretations and clarifications of contract documents, CONSULTANT will respond to reasonable and appropriate supplier requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY as appropriate Any orders authorizing variations from the Contract Documents will be made by CITY.



## **ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

City and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the City's written request. Any additional amounts paid to CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Resident Project Representative (RPR) services during construction
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Requests for Information (RFI) during construction
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services related to appraising, negotiating, and acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Architectural improvements including design of an electrical building
- Any services not listed in the Scope of Services

ATTACHMENT B

Compensation for Engineering Design Related Services for:

CHISHOLM WEST LIFT STATION AND FORCE MAIN

Total compensation for the CONSULTANT contemplated under the terms of this agreement **shall be a total not-to-exceed \$805,680** for all services including reimbursable expenses. The CITY shall compensate the CONSULTANT as follows.

For all Basic Services (Tasks 1-12) the total compensation shall be on a lump sum basis and not to exceed **\$768,190**.

For all Special Services (Task 13) the total compensation shall be on a lump sum basis and not to exceed **\$37,490**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

**BASIC SERVICES**

• Task 1 – Design Management	\$ 27,800
• Task 2 – Conceptual Analysis	\$ 27,460
• Task 3 – Preliminary Engineering Report (30%)	\$ 45,700
• Task 4 – Preliminary Design (60%)	\$132,980
• Task 5 – Final Design (90%)	\$151,060
• Task 6 – Construction Contract Documents	\$ 22,880
• Task 7 – Bid Phase Services	\$ 27,580
• Task 8 – Construction Contract Administration	\$166,100
• Task 9 – Record Drawings Preparation	\$ 10,420
• Task 10 – Permitting	\$ 35,650
• Task 11 – Platting and Easement Separation	\$ 24,660
• Task 12 – Survey, SUE, and Geotech	<u>\$ 95,900</u>

**Basic Services Total \$ 768,190**

**SPECIAL SERVICES**

• Task 13 – Early Equipment Procurement Packages	<u>\$ 37,490</u>
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**Special Services Total \$ 37,490**

Lump sum fees (LS) will be invoiced monthly based upon the overall percentage of services performed. Hourly fees (HR) will be invoiced based on actual effort required and CONSULTANT’s then current rate schedule.

CONSULTANT will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Basic Services												\$ 768,190
<b>Task 1: Design Management</b>						103	\$ 23,400	\$ 4,000	\$ 400	\$ -	\$ -	\$ 27,800
Kickoff Meeting							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare for Kickoff Meeting							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attend Kickoff Meeting	2	2	2	2		8	\$ 2,240	\$ -	\$ -	\$ -	\$ -	\$ 2,240
Kickoff Meeting Notes			2	4		6	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Prepare Baseline Schedule		1	4			5	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ 1,300
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Agreements							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Geotech (CMJ)			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Survey (YPA)			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
SUE (YRM)			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Reporting							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Invoicing			6		12	18	\$ 3,240	\$ -	\$ -	\$ -	\$ -	\$ 3,240
Status/Schedule Updates			12			12	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 2,880
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meetings w/ City and Stakeholders and Notes (12)		12	12	24		48	\$ 11,280	\$ -	\$ -	\$ -	\$ -	\$ 11,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Expenses							\$ -	\$ 4,000	\$ 400	\$ -	\$ -	\$ 4,400
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 2: Conceptual Analysis</b>						114	\$ 27,460	\$ -	\$ -	\$ -	\$ -	\$ 27,460
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flow Determination							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Use Flow Projections from City		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Basin Exhibit		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Conceptual Analysis Memorandum	2					2	\$ 720	\$ -	\$ -	\$ -	\$ -	\$ 720
Site Selection and depth determinations (2 locations)		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Site Selection Considerations		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Site Plan		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Offsite Piping (2 alignments)		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Offsite Piping Considerations		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
OPCC		2	4	4		10	\$ 2,360	\$ -	\$ -	\$ -	\$ -	\$ 2,360
Recommendations		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Visit		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submittal			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meet with Client		2	2	2		6	\$ 1,520	\$ -	\$ -	\$ -	\$ -	\$ 1,520
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Report Revisions / Finalization		2	4	4		10	\$ 2,360	\$ -	\$ -	\$ -	\$ -	\$ 2,360
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
<b>Task 3: Preliminary Engineering Report (30%)</b>						191	\$ 45,700	\$ -	\$ -	\$ -	\$ -	\$ 45,700
Report							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lift Station							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Curve Evaluation		2	4	6		12	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ 2,720
Flow Assumptions Summary		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Pump Selection and Pump Curves		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
Yard Piping		1	2	2		5	\$ 1,180	\$ -	\$ -	\$ -	\$ -	\$ 1,180
Site Lighting		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Landscaping Requirements		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Geotechnical and Structural Considerations		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Electrical Loading and Service		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Control Narrative		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Generator		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Force Main and Gravity Pipeline							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pipeline Aligement and Material Considerations		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drawings							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lift Station Model		5	10	20		35	\$ 7,700	\$ -	\$ -	\$ -	\$ -	\$ 7,700
Updated Site Plan		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Electrical One Line Diagram		1	2	6		9	\$ 1,900	\$ -	\$ -	\$ -	\$ -	\$ 1,900
Process Flow Diagram		1	2	6		9	\$ 1,900	\$ -	\$ -	\$ -	\$ -	\$ 1,900
Overall Pipeline Plan and Profiles		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Visit		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPCC		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QA/QC	4					4	\$ 1,440	\$ -	\$ -	\$ -	\$ -	\$ 1,440
Revisions			4	8		12	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ 2,400
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submit to Client		2				2	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ 680
Meet with Client		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main											Basic Services:	\$ 768,190
12/19/2025											Special Services	\$ 37,490
Detailed Cost Breakdown											Total:	\$ 805,680
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
<b>Task 4: Preliminary Design (60%)</b>						605	\$ 132,980	\$ -	\$ -	\$ -	\$ -	\$ 132,980
Team Coordination							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Electrical		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Survey Cleanup			2	4		6	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Preliminary Design Drawings							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cover			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Sheet Index and General Notes			2	2		4	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ 840
Control and Benchmarks			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Proposed Easement Layout		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Existing Easements		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Overall Location and Proposed Map			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Overall Existing Infrastructure Sheet			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Lift Station							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Plan		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
Demo Plan		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Grading Plan		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
Paving Plan			2	4		6	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Pre/Post Drainage Area Map		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Yard Piping Plan		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Yard Piping Profiles		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
Mechanical Plan		4	8	12		24	\$ 5,440	\$ -	\$ -	\$ -	\$ -	\$ 5,440
Mechanical Sections		4	8	12		24	\$ 5,440	\$ -	\$ -	\$ -	\$ -	\$ 5,440
Electrical Sheets		8	30	40		78	\$ 17,120	\$ -	\$ -	\$ -	\$ -	\$ 17,120
Structural Sheets		10	20	80		110	\$ 22,600	\$ -	\$ -	\$ -	\$ -	\$ 22,600
Pipelines							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Force Main P&P (10)		20	40	80		140	\$ 30,800	\$ -	\$ -	\$ -	\$ -	\$ 30,800
Water Line P&P (1)		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Visit		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Quantities & OPCC		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QA/QC	8					8	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 2,880
Revisions		1	6	12		19	\$ 3,940	\$ -	\$ -	\$ -	\$ -	\$ 3,940
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submit to Client		2				2	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ 680
Meet with Client		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
<b>Task 5: Final Design (90%)</b>						681	\$ 151,060	\$ -	\$ -	\$ -	\$ -	\$ 151,060
Team Coordination							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural Coordination		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Electrical Coordination		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Civil Plan Sheet Preparation							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cover			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Sheet Index and General Notes			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Control and Benchmarks			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Proposed Easement Layout			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Existing Easements			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Overall Location and Proposed Map			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Overall Existing Infrastructure Sheet			1	1		2	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 420
Lift Station							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Plan		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Demo Plan			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Grading Plan		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Paving Plan			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Pre/Post Drainage Area Map		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Yard Piping Plan		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Yard Piping Profiles		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Mechanical Plan		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Mechanical Sections		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Discharge Meter Vault and Details		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Lift Station Detail Sheets (4)		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Paving and Jointing Details		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Drainage Details		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Fence and Gate Details		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Landscaping/Irrigation Plans & Details		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
Electrical Sheets		5	40	80		125	\$ 25,700	\$ -	\$ -	\$ -	\$ -	\$ 25,700
Structural Sheets		10	20	60		90	\$ 19,000	\$ -	\$ -	\$ -	\$ -	\$ 19,000
Plumbing Sheets		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Pipelines							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Force Main P&P (10)		15	30	60		105	\$ 23,100	\$ -	\$ -	\$ -	\$ -	\$ 23,100
Water Line P&P (1)		1	3	6		10	\$ 2,140	\$ -	\$ -	\$ -	\$ -	\$ 2,140
Sewer Details (4)		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Water Details (4)		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Surface Control Sheets		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Erosion Control Plan (2)		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Erosion Control Details (2)			2	4		6	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Traffic Control Plans (4)		2	4	12		18	\$ 3,800	\$ -	\$ -	\$ -	\$ -	\$ 3,800
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Project Manual							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Front End Documents		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
Tech Specs							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 1 - General Requirements		1	2			3	\$ 820	\$ -	\$ -	\$ -	\$ -	\$ 820
Division 3/4 - Structural		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 22/23 - Plumbing/HVAC		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 31 - Earthwork		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 32 - Exterior Improvements		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 33 - Utilities		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Division 40/43/26 - Process		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Visit		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Quantities & OPCC		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QA/QC	8					8	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 2,880
Revisions		1	6	12		19	\$ 3,940	\$ -	\$ -	\$ -	\$ -	\$ 3,940
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submit to Client		2				2	\$ 680	\$ -	\$ -	\$ -	\$ -	\$ 680
Meet with Client		3	3	3		9	\$ 2,280	\$ -	\$ -	\$ -	\$ -	\$ 2,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 6: Construction Contract Documents</b>						<b>105</b>	<b>\$ 22,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,880</b>
Construction Documents							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drawing Revisions		10	20	60		90	\$ 19,000	\$ -	\$ -	\$ -	\$ -	\$ 19,000
Project Manual Revisions		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Provide to City			1	2		3	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 7: Bid Phase Services</b>						<b>118</b>	<b>\$ 27,580</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,580</b>
Address RFI (up to 50 questions)		6	24	12		42	\$ 9,960	\$ -	\$ -	\$ -	\$ -	\$ 9,960
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Issue Addenda (up to 3)		6	18	18		42	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ 9,600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare for and Attend Prebid		2	6	4		12	\$ 2,840	\$ -	\$ -	\$ -	\$ -	\$ 2,840
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attend Bid Opening		1	1	1		3	\$ 760	\$ -	\$ -	\$ -	\$ -	\$ 760
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare Bid Tabulation			1		2	3	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ 540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Evaluate Quals		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare Conformance Plans and Specs		2	4	6		12	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ 2,720
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main											Basic Services:	\$ 768,190
12/19/2025											Special Services	\$ 37,490
Detailed Cost Breakdown											Total:	\$ 805,680
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
<b>Task 8: Construction Phase Services</b>						688	\$ 166,100	\$ -	\$ -	\$ -	\$ -	\$ 166,100
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare for and Attend Precon Coordination Meetings		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
(1/mo for 18 mo = 18 visits)		24	36	36		96	\$ 23,280	\$ -	\$ -	\$ -	\$ -	\$ 23,280
Meeting Notes			18	18		36	\$ 7,560	\$ -	\$ -	\$ -	\$ -	\$ 7,560
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shop Drawings							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submittals (100)		50	150	50		250	\$ 62,000	\$ -	\$ -	\$ -	\$ -	\$ 62,000
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Team Coordination							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural		4	10	20		34	\$ 7,360	\$ -	\$ -	\$ -	\$ -	\$ 7,360
Electrical		4	10	20		34	\$ 7,360	\$ -	\$ -	\$ -	\$ -	\$ 7,360
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plan/Spec Interpretation - RFIs 40		20	80	40		140	\$ 33,200	\$ -	\$ -	\$ -	\$ -	\$ 33,200
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lift Station Startup							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Coordination		3	3			6	\$ 1,740	\$ -	\$ -	\$ -	\$ -	\$ 1,740
Startup Plan Preparation		4	4			8	\$ 2,320	\$ -	\$ -	\$ -	\$ -	\$ 2,320
Startup and Commissioning (2 days)		16	16	16		48	\$ 12,160	\$ -	\$ -	\$ -	\$ -	\$ 12,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Substantial Completion Walkthrough		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Final Acceptance Walkthrough		4	4	4		12	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ 3,040
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 9: Record Drawings Preparation</b>						47	\$ 10,420	\$ -	\$ -	\$ -	\$ -	\$ 10,420
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Review Contractor Redlines		2	4	6		12	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ 2,720
Revisions		5	10	20		35	\$ 7,700	\$ -	\$ -	\$ -	\$ -	\$ 7,700
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 10: Permitting</b>						150	\$ 34,000	\$ -	\$ -	\$ 1,500	\$ 150	\$ 35,650
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial Site Plan		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ 500	\$ 50	\$ 3,630
Revisions		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aquatic Resources Delineation		4	12	12		28	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 6,400
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oncor Encroachment Agreements (3)							\$ -	\$ -	\$ -	\$ 500	\$ 50	\$ 550
Preparation		4	12	12		28	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 6,400
Revisions		2	4	4		10	\$ 2,360	\$ -	\$ -	\$ -	\$ -	\$ 2,360
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chapter 217 Submittal							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Preparation		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
Revisions		1	2	4		7	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ 1,540
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flood Study							\$ -	\$ -	\$ -	\$ 500	\$ 50	\$ 550
Preparation		4	12	12		28	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 6,400
Revisions		2	6	6		14	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ 3,200
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
<b>Task 11: Platting and Easement Preparation</b>						107	\$ 24,660	\$ -	\$ -	\$ -	\$ -	\$ 24,660
Plat Preparation							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Document Preparation		3	6	12		21	\$ 4,620	\$ -	\$ -	\$ -	\$ -	\$ 4,620
City Coordination		8				8	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ 2,720
Revisions		2	4	8		14	\$ 3,080	\$ -	\$ -	\$ -	\$ -	\$ 3,080
Easement Preparation							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permanent Easements (4)		4	12	16		32	\$ 7,120	\$ -	\$ -	\$ -	\$ -	\$ 7,120
Temporary Easements (4)		4	12	16		32	\$ 7,120	\$ -	\$ -	\$ -	\$ -	\$ 7,120
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 12: Survey, SUE, Geotech</b>						76	\$ 17,800	\$ -	\$ -	\$ 71,000	\$ 7,100	\$ 95,900
Topographic Survey (0.5 AC & 10,000 LF)							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Work & Coordination		2	2			4	\$ 1,160	\$ -	\$ -	\$ 33,000	\$ 3,300	\$ 37,460
Office Work		10	20	30		60	\$ 13,600	\$ -	\$ -	\$ -	\$ -	\$ 13,600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUE Sub Coordination		2	2	2		6	\$ 1,520	\$ -	\$ -	\$ -	\$ -	\$ 1,520
Level A Test Holes (9)							\$ -	\$ -	\$ -	\$ 16,000	\$ 1,600	\$ 17,600
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Geotechnical Sub Coordination		2	2	2		6	\$ 1,520	\$ -	\$ -	\$ 22,000	\$ 2,200	\$ 25,720
Lift Station Borings (1 @ 35')							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pipeline Borings (9 @ 15')							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Basic Services Totals:</b>	<b>24</b>	<b>481</b>	<b>1,098</b>	<b>1,368</b>	<b>14</b>	<b>2,985</b>	<b>\$ 684,040</b>	<b>\$ 4,000</b>	<b>\$ 400</b>	<b>\$ 72,500</b>	<b>\$ 7,250</b>	<b>\$ 768,190</b>

CITY OF BURLESON						Project Fee Summary						
Chisholm West Lift Station and Force Main												
12/19/2025												
Detailed Cost Breakdown												
Project Role	Principal	Project Manager	Project Engineer	Analyst	Administrative Assistant	Total Hours	Total Labor Effort	Total Expense Effort	Total Expense Markup (10% per contract)	Total Sub Effort	Total Sub Markup (10% per contract)	Total Effort
Special Services												\$ 37,490
Task 13: Early Equipment Procurement Packages						132	\$ 37,490	\$ -	\$ -	\$ -	\$ -	\$ 37,490
Bid Package Development							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchasing Coordination		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Develop Front Ends for Partial Payment		4	4			8	\$ 2,320	\$ -	\$ -	\$ -	\$ -	\$ 2,320
100% Technical Specifications:							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submersible Pumps		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Standby Generator Set		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Automatic Transfer Switch		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Pump Starters (RVSS)		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bid Support							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepare for Bonfire Upload		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Answer Bidder Questions		12	12			24	\$ 6,960	\$ -	\$ -	\$ -	\$ -	\$ 6,960
Issue Addenda		12	12			24	\$ 6,960	\$ -	\$ -	\$ -	\$ -	\$ 6,960
Prepare Agenda for Pre-bid Meeting		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Attend Pre-Bid Meeting		1	1			2	\$ 580	\$ -	\$ -	\$ -	\$ -	\$ 580
Prepare Bid Tabulation			1		1	2	\$ 390	\$ -	\$ -	\$ -	\$ -	\$ 390
Prepare Conformance Specs		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Procurement Support							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchasing Coordination		2	2			4	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 1,160
Vendor Coordination		4	8			12	\$ 3,280	\$ -	\$ -	\$ -	\$ -	\$ 3,280
Shop Drawing Review:							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submersible Pumps		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Standby Generator Set		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Automatic Transfer Switch		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
Pump Starters (RVSS or VFD)		2	4			6	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 1,640
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Services Totals:		59	72		1	132	\$ 37,490	\$ -	\$ -	\$ -	\$ -	\$ 37,490
Basic and Special Services Totals:	24	540	1,170	1,368	15	3,117	\$ 721,530	\$ 4,000	\$ 400	\$ 72,500	\$ 7,250	\$ 805,680

## **ATTACHMENT C**

Chisholm West Lift Station (WW2603)

### **Anticipated Schedule**

- Conceptual Analysis – Completion within 8 weeks from NTP\*
- Preliminary Engineering Report (30%) – Completion within 8 weeks from NTP\*
- Preliminary Design (60%) – Completion within 8 weeks of NTP\*
- Final Design (90%) – Completion within 10 weeks of NTP\*
- Final Design (100%) – Completion within 5 weeks of NTP\*

\*NTP's will be provided to the Consulting Firm at each project milestone.\

See attached Gantt Chart for overall scheduling, assuming:

1. An overall project NTP by 2/2/2026
2. City review and review meeting within two weeks of submittal for each milestone
3. Permitting timeline as shown on the Gantt Chart

