

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 05.16.25

Meeting Date: 05.27.25

Submitted By: Lance Anderson

Department: Purchasing

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>
 5-27-25

Description:

Consider and Approve with Authorization for County Judge to sign Contract and Exhibits A-F with Freese and Nichols for Program Management of Transportation Management Bond Program on System Projects.

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

☒ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☒ County Attorney ☐ IT ☐ Purchasing ☒ Auditor

☐ Personnel ☒ Public Works ☐ Facilities Management

Other Department/Official (list) CJO, County Engineer

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

AGREEMENT BETWEEN COUNTY AND ENGINEER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

THIS AGREEMENT is made on the 27th day of May, 2025,

Between the **COUNTY:** JOHNSON COUNTY, TEXAS
Attention: County Judge
2 N. Main Street
Cleburne, Texas 76033

and the **ENGINEER:** Freese and Nichols
Attention: Chris B. Bosco, P.E.
801 Cherry Street
Suite 2800
Fort Worth, TX 76087

for the following **PROJECT:** Program Management and Engineering Design Services for
Johnson County Bond Program On-System Projects

The COUNTY and ENGINEER agree as set forth below.

ARTICLE I **ENGINEER'S RESPONSIBILITY**

1.1 ENGINEER'S SERVICE

1.1.1 The ENGINEER'S services consist of those services performed by the ENGINEER, ENGINEER'S employees, and the ENGINEER'S consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The ENGINEER'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ENGINEER shall submit for the COUNTY'S approval a schedule for the performance of the ENGINEER'S services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the COUNTY'S review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the COUNTY shall not, except for reasonable cause, be exceeded by the ENGINEER or the COUNTY.

1.1.3 The term “**ENGINEER**” as used herein to identify a person or business entity, includes the Engineer, Engineering Firm, Partnership or Engineering Business Entity that is entering this Agreement with Johnson County, Texas.

1.1.4 The term “**COUNTY**” is used to identify and means JOHNSON COUNTY, TEXAS a.k.a. COUNTY OF JOHNSON, a political subdivision of the State of Texas.

ARTICLE II

SCOPE OF ENGINEER’S BASIC SERVICES

2.1 DEFINITION

2.1.1 The ENGINEER’S Basic Services consist of those services and schedule described in attached Exhibit “A” and incorporated by reference hereto – SCOPE OF BASIC SERVICES TO BE PROVIDED BY Freese and Nichols, Inc., TO JOHNSON COUNTY.

ARTICLE III

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in attached Exhibit “B” as Additional Services and Exhibit “C” as Contingent Additional Services are not included in the Basic Services. It is expressly understood and agreed that ENGINEER shall not furnish any of the additional services or additional contingent services without the prior written authorization of the COUNTY or the COUNTY’S designee. The COUNTY shall have no obligation to pay for such additional services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

3.1.2 Services which could possibly be required, but at the time of this Agreement were yet to be determined and which are not included in the Basic Services or Additional Services as identified and described in EXHIBIT “A” and EXHIBIT “B,” respectively, shall be considered as Exhibit “C” Contingent Additional Services. A list of possible Contingent Additional Services that could be needed as the Project proceeds is included at the end of Exhibit “C.”

It is expressly understood and agreed that the ENGINEER shall not furnish any of the Contingent Additional Services without the prior written authorization of the COUNTY or the COUNTY’S designee. The COUNTY shall have no obligation to pay for such Contingent Additional Services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

3.1.3 The projects, while delineated in the Johnson County Transportation Bond Program have not been fully identified to date as to order of priority or scheduling. Freese and Nichols is understood to not have exclusive project design rights nor be restricted from submitting for project design contracts.

Projects may be grouped together for proposal as deemed appropriate by the County.

Freese and Nichols may provide a quote for consideration for any project(s), prior to the advertisement of the project RFP.

ARTICLE IV
COUNTY'S RESPONSIBILITY

4.1 The COUNTY shall provide full information regarding requirements for the Project, including a program, which shall set forth the COUNTY's objective, schedules, constraints, and criteria.

4.2 The COUNTY shall establish and update an overall budget for the Project, including the Construction Cost, the COUNTY'S other costs, and reasonable contingencies related to all of these costs.

4.3 The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the ENGINEER in order to avoid unreasonable delay in the orderly and sequential progress of the ENGINEER'S service.

4.4 The COUNTY shall give prompt written notice to the ENGINEER if the COUNTY becomes aware of any fault or defect in the Project or non-conformance with the contract documents. Any delay by the COUNTY in providing said notice shall not constitute a waiver, a bar, or act to stop the COUNTY from exercising any of its rights under this contract.

4.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as the COUNTY deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.6 The proposed language of certificates or certifications requested of the ENGINEER or the ENGINEER'S consultants shall be submitted to the ENGINEER for review and approval at least 14 days prior to execution. The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.7 The COUNTY shall also provide those specific items identified in the attached Exhibit D incorporated by reference hereto – ITEMS TO BE PROVIDED BY THE COUNTY TO THE ENGINEER.

ARTICLE V
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the COUNTY of all elements of the Project designed or specified by the ENGINEER.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided by the ENGINEER, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Construction Cost does not include the compensation of the ENGINEER and the ENGINEER'S consultants, the costs of the land, right-of-way, financing, or other costs which are the responsibility of the COUNTY.

5.2 RESPONSIBILITY FOR CONSTRUCTION COSTS: Evaluations of the COUNTY'S Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the ENGINEER, represent the ENGINEER'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ENGINEER nor the COUNTY has control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the COUNTY'S Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ENGINEER.

ARTICLE VI

USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

6.1 The COUNTY shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, and other documents prepared pursuant to this Agreement by the ENGINEER with the same force and effect as if the COUNTY prepared same. Copies of complete or partially completed mylar reproducible, preliminary layouts, record drawings, sketches, and other documents prepared pursuant to this Agreement shall be delivered to the COUNTY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The ENGINEER may retain one set of reproducible copies of the documents, and these copies shall be for the ENGINEER'S sole use in preparation of studies or reports for the COUNTY. The ENGINEER is expressly prohibited from selling, licensing, or otherwise marketing or donating these documents, or using the documents in preparation of other work for any other client, without the prior express written permission of the COUNTY.

6.2 All documents including reports, drawings, and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ENGINEER. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

6.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the ENGINEER'S reserved rights.

ARTICLE VII
TERMINATION, SUSPENSION, OR ABANDONMENT

7.1 This Agreement may be terminated by either party upon not less than fourteen (14) days written notice to the other party.

7.2 If the COUNTY suspends the Project for more than thirty (30) consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension.

7.3 This Agreement may be terminated by the COUNTY upon not less than fourteen (14) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the COUNTY abandons the Project for more than ninety (90) consecutive days, the ENGINEER may terminate this Agreement by giving written notice.

7.4 If the COUNTY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the ENGINEER may, after giving fourteen (14) days written notice to the COUNTY, suspend services under this Agreement.

7.5 Failure of the COUNTY to make payments to the ENGINEER in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.6 If the County fails to make a payment thirty (30) days after receipt of an invoice from the Engineer for his services and expenses, the Engineer, may upon fourteen (14) days written notice to the COUNTY, suspend performance of services under this Agreement. Unless the ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the COUNTY for delay or damage caused by the COUNTY because of suspension of services.

7.7 In the event of termination that is not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination, together with Reimbursable Expenses, if any, then due.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the COUNTY. Venue for any dispute or disagreement regarding the terms of this Agreement shall be in Johnson County, Texas.

8.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

8.3 The COUNTY and the ENGINEER, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the ENGINEER shall assign this Agreement without the express written consent of the other party.

8.4 This Agreement represents the entire integrated agreement between the COUNTY and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the ENGINEER.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.

8.6 Unless otherwise provided for in this Agreement, the ENGINEER and the ENGINEER'S consultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

8.7 The ENGINEER shall have the right to include representations of the design of the Project, including photographs, among the ENGINEER'S promotional professional materials. The ENGINEER'S materials shall not include the COUNTY'S confidential or proprietary information, if the COUNTY has previously advised the ENGINEER in writing of the specific information considered by the COUNTY to be confidential or proprietary.

8.8 COMPLIANCE AND STANDARDS: The ENGINEER agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the engineering profession to comply with all applicable state, federal and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the ENGINEER'S performance.

8.9 SURVEYING SERVICES: In accordance with the Professional Land Surveying Practices Act of 1989, the COUNTY is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 North Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

8.10 INDEMNIFICATION: ENGINEER shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the ENGINEER, its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the ENGINEER, or of any person employed by the ENGINEER. The ENGINEER shall also save harmless the COUNTY from and against any and all expenses, including attorney's fees, which might be incurred by the COUNTY in litigation, or otherwise, resisting said claims or liabilities which might be imposed on the COUNTY as the result of such activities by the ENGINEER, its agents, or employees.

ARTICLE IX
PAYMENTS TO THE ENGINEER

9.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES: Upon approval by the COUNTY, or the COUNTY'S designee, payment for Basic Services shall be made monthly and shall be in proportion to services performed that month within each phase of service.

9.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES: Upon approval by the COUNTY or the COUNTY'S designee of the ENGINEER'S statement of services rendered or expenses incurred, payment on account of the ENGINEER'S Additional Services and for Reimbursable Expenses shall be made monthly.

9.3 PAYMENTS WITHHELD: No deductions shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the ENGINEER has been found to be liable.

9.4 ENGINEER'S ACCOUNTING RECORDS: Records of Reimbursable Expenses pertaining to Additional Services and services performed on an hourly basis shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times. Any potential reimbursable expenses shall be specified in Exhibit E "Fee Schedule." Reimbursement shall be at the County's sole discretion.

9.5 LIMIT OF APROPRIATION: Prior to the execution of this Agreement, the ENGINEER has been advised by the COUNTY and the ENGINEER fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that ENGINEER may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the ENGINEER hereunder, shall not, under any conditions, circumstances or interpretations hereof, exceed the sum certified as available by the County Auditor in the Auditor's Certificate attached hereto.

ARTICLE X
BASIS OF COMPENSATION

The COUNTY shall compensate the ENGINEER from funds obtained through The Johnson County Transportation Bond Program or current revenue of Johnson County as follows:

10.1 BASIC COMPENSATION: For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows:

In accordance with the attached Exhibit "E" incorporated by reference hereto, SCHEDULE OF FEES.

10.2 COMPENSATION FOR ADDITIONAL SERVICES: For Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "E" incorporated by reference hereto, SCHEDULE OF FEES.

10.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES:

10.3.1 For Contingent Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "E" incorporated by reference hereto, SCHEDULE OF FEES.

10.3.2 Payments shall be made by the COUNTY in accordance with Texas Government Code Chapter 2251. The COUNTY shall pay the ENGINEER'S statement as approved by the COUNTY within thirty (30) days after the COUNTY'S approval of the same, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the ENGINEER to the point indicated by such statement or of receipt or acceptance by the COUNTY of the work covered by such statement.

ARTICLE XI

OTHER CONDITIONS OR SERVICES

11.1 INSURANCE

11.1.1 The ENGINEER shall file with the COUNTY a Certificate of Errors and Omissions Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and annual One Million and No/100 Dollars (\$1,000,000.00) aggregate. Such Errors and Omissions Insurance shall have a deductible not in excess of Five Hundred Thousand and No/100 Dollars (\$500,000.00) self-insured. Such Certificate shall bear the endorsement "Not to be canceled without thirty (30) days prior notice to JOHNSON COUNTY, TEXAS." The ENGINEER shall maintain the Errors and Omissions Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

11.1.2 The ENGINEER shall also provide Worker's Compensation, automobile and comprehensive general liability policies. The ENGINEER shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days' notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

11.1.3 If the ENGINEER has canceled or allowed to lapse any of these insurance policies then the COUNTY may pay for such insurance and may hold the amount of such payment out of the ENGINEER's fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

11.2 PERIODS OF SERVICE

11.2.1 The ENGINEER shall begin work immediately upon receipt of the Notice-to-Proceed in writing by the COUNTY or the COUNTY's designee. The project will proceed according to the schedule shown in Exhibit "A." The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the ENGINEER.

11.2.2 Working days shall be defined as standard workdays between Monday and Friday, exclusive of holidays.

11.2.3 The schedule assumes an orderly progression of the ENGINEER'S services. Delays beyond the control of the ENGINEER may be cause for extension of this period of service, in which case the ENGINEER shall submit in writing to the COUNTY its request for such extensions a minimum of thirty

(30) calendar days prior to the end of the affected service period.

11.2.4 If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time or performance of the ENGINEER'S services shall be adjusted equitably.

This Agreement entered into as of the day and year first written above.

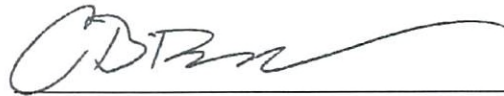
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in force and effect.

JOHNSON COUNTY, TEXAS

Freese and Nichols, Inc.



Christopher Boedeker, County Judge



Chris B. Bosco, Principal

Acting by and through the authority of
the Johnson County Commissioners Court

Attest:



County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Johnson County under this contract.



Johnson County Auditor

Exhibit A – Basic Services

The intent of this contract is to provide program management, engineering, and construction support to Johnson County for the execution phase of the 2024 Johnson County Transportation Bond Program. This program is defined by the planning documents prepared by Freese and Nichols for Johnson County and as approved by the citizens of Johnson County in the November 5, 2024 bond election.

- A. Program Management Plan** — A Program Management Plan (PMP) will be created to provide an execution schedule and budget for each of the approved projects along with an operational program cash flow. Throughout the planning and development phase, FNI will closely coordinate with Johnson County, addressing aspects such as funding approach, resource allocations, and specific program policies. The proposer will actively participate in meetings with program participants and stakeholders during this planning phase. The proposer will conduct informational workshops with each of the County Commissioners on the program execution specifics and address all received questions. Upon approval and adoption by the Johnson County Commissioners Court, the funding plan outlined in the PMP will serve as the program budget, and any changes will require court approval. The PMP scope will be included as part of the early start project work authorization.
- B. Program Management** — Authorization of these services will include managing master schedules and budgets at the program level. All communications and reporting with Johnson County will be coordinated through the proposer's Program Management team including monthly and annual reports to the Johnson County Commissioners Court. The proposer will define all documentation processes so that a record of all project development, communication, and management activities are turned over to Johnson County in a format acceptable to Johnson County at the completion of each individual project. The specific tasks of an individual work authorization for program management activities or as a component of each individual project work authorization could include:
- a. Preliminary project planning meetings with stakeholders as needed per project, and Commissioners Court quarterly. Website management and updates
 - b. Social Media Program Communication Updates
 - c. Program Reporting (Monthly, Quarterly, or Annual)
 - d. Drone photography and aerial imagery
 - e. Video Development for program communication
 - f. Project schedule development and refinements
 - g. Project budget development and refinements
 - h. Program Management Information System (PMIS) selection or development
 - i. Development of Alternative Delivery Contracts for County Attorney Review and approval
 - j. Coordination of Interlocal Agreements and Advanced Funding Agreements
 - k. Expert witness services for condemnation cases, mediation proceedings, and court trials
 - l. Coordination of utility encroachment agreements
 - m. Municipality and Developer coordination
 - n. Right of Entry agreements for private property
 - o. PMP development and refinement
 - p. Contractor Outreach
 - q. Engineering Subconsultants. The proposer will work with the County to prepare Specification documents and administer a Request for Qualification (RFQ) for selection of additional engineering firms to provide design services for the "on-system" projects and other projects requested by the County Commissioners. The proposer will manage the contract negotiations, contract execution, review invoices and perform technical design reviews.
 - r. Subconsultant contract development & coordination. The proposer will contract with subconsultants to support the program by providing the following services:
 - i. Survey and Mapping
 - ii. Subsurface Utility Engineering (SUE)
 - iii. Geotechnical Investigations

- iv. Traffic Counting
- v. Construction Materials Testing
- vi. Asbestos survey, documentation, and remediation
- vii. Real estate agents, appraisers, and legal services to support right-of-way acquisition.
- viii. Program management software platforms.
- ix. Other subconsultants needed to execute the individual project scope of work.
- s. Public Outreach Plan
- t. Quality Assurance Plan
- u. Process and Reporting Plans
- v. Program funding strategy and approach to include identification of any and all funding sources, including but not limited to grants writing, applications, administration, and reporting
- w. Agency coordination and negotiation – NCTCOG, TxDOT, FHWA, FEMA

C. Design Development — This includes performing topographic and boundary surveys, traffic data collection, geotechnical investigations, hydrologic analysis, and collection of environmental data and other information required for developing preliminary design concepts. Traffic modeling and operational analysis will be performed to develop intersection designs. Initial coordination with municipal and franchise utilities will be conducted. The proposer will advise the Owner of any special investigations that may be required for a specific project site; these may include more detailed geotechnical and foundation investigations, hydrologic analysis and hydraulic modeling at creek crossings, and unforeseen conditions that may require specialized services. Specific design development tasks to be included in the individual work authorizations could include:

- a. Typical section alternatives analysis and development
- b. Preliminary alignment alternatives analysis and feasibility studies
- c. Preliminary environmental clearance analysis and coordination
- d. USACE Nationwide Permits and Preconstruction notices (if needed)
- e. FEMA Permits (if needed)
- f. City, TxDOT and other stakeholder coordination
- g. Subconsultant contract development
- h. Preliminary ROW impact evaluation
- i. Utility coordination
- j. Roadway and intersection design
- k. Sidewalk and trail design
- I. Roundabout and specialized intersection design
- m. Structure design for bridges, retaining walls, and culverts.
- n. Storm drainage system design
- o. Traffic signal design
- p. Construction details
- q. Construction cost estimates and bid proposals.
- r. Construction contract manual preparation
- s. Quality control and Constructability review
- t. Bid phase services.

D. Construction Contract Administration — This division of the scope includes all activities associated with the administration of the construction contract and related interaction with the contractor and construction process. A contractor's contact database will be maintained to notify all potential bidders about upcoming work opportunities. The proposer will participate in all pre-bid conferences, perform all required duties to make a reasonable award recommendation, and conduct pre-construction conferences prior to the start of construction. During construction, the proposer will perform field observations on each project in accordance with the requirements detailed in the task authorization for Resident Project Representation (RPR), review all material testing reports and prepare site visit reports. The proposer will review and approve all contractor pay requests and verify all claimed materials on hand. Our construction personnel will coordinate with Local, State and Federal agencies, including TxDOT, as required. As each project nears completion, the proposer will prepare final completion punch lists and reports, which will ultimately result in a recommendation of final acceptance. Specific construction phase tasks and the duties,

responsibilities, and the limitations of authority of the Resident Project Representative will be included in the individual work authorizations for construction phase administration, including:

- a. Project advertising
- b. Pre-bid conference
- c. Addendum production
- d. Bid Opening
- e. Contractor Award Recommendation
 - i. Bid tabulation
 - ii. Insurance confirmation
 - iii. Reference checks
 - iv. Award recommendation to County Evaluation Committee
 - v. Conformed documents
- f. Pre-construction conference
- g. Construction Management
- h. Onsite inspection and reporting
- i. Construction coordination meeting
- j. Material inspection coordination
- k. Proposed change order identification & tracking
- l. Local City and/or TxDOT coordination
- m. Utility construction coordination
- n. Completion punch lists
- o. Project completion reporting
- p. Complete Record Drawings
- q. Management of Maintenance, Payment & Performance Bonds
- r. Construction Materials Testing
- s. TxDOT Local Government Project Procedures LGPP Documentation
- t. State Reimbursement Documentation
- u. Compliance Audit by State and Federal Agencies

E. Subconsultant Coordination – The proposer will actively manage all technical subconsultants required to supplement our staff to achieve schedule compliance or at the request of Johnson County. This will include any subconsultants for engineering design, technical studies, appraisals, and procurement of Rights-of-way, geotechnical and materials testing, physical and aerial surveying, roadway and specialty design, hydraulic / hydrologic modeling, traffic analysis, railroad coordination. Detailed scopes for subconsultants will be included in each individual work authorization.

Exhibit B - Additional Services

ADDITIONAL SERVICES: The following Additional Services are not included in Exhibit A, Basic Services, but can be performed or coordinated upon additional authorization by the Johnson County Commissioners Court. Upon request, a Proposal for Additional Services will be submitted for review and approval which will include a description of the requested Scope of Work, an Itemized Fee Calculation, and any proposed extension of the contract time. These Additional Services are described as follows:

- A. Making revisions to drawings, specifications on other documents when such revisions are 1) not consistent with approvals or instructions previously given by County or 2) due to other causes not solely within the control of the proposer.
- B. Preparing data and reports for assistance to County in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting County in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s) and other litigants.
- D. Assisting County in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the proposer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- E. Advanced environmental services not typically required by transportation projects similar to those within the Johnson County Transportation Bond Program, including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses and other assistance required to address environmental issues beyond the initial environmental clearance process define in the current scope.
- F. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Provide professional services on an accelerated time schedule from the approved Program Management Plan schedules. The scope of this service includes the cost for overtime wages of employees and consultants, inefficiencies in work sequence attributable to an accelerated time schedule directed by the County.

Exhibit C – Contingent Services

The Proposer informs the County that the following services or conditions may require additional services or expenses in order to perform the basic services agreed to in Exhibit A, Basic Services (List Contingent Services Below).

Exhibit D – Responsibilities of County

The County shall perform the following in a timely manner so as not to delay the services of the proposer:

- A. County recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. The proposer will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the County or Contractor, or any change order costs not caused by the negligent errors or omissions of the proposer. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the proposer is liable for change order costs. It is recommended that the County budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as County's representative with respect to the services to be rendered under this Agreement. Such a person shall have contract authority to transmit instructions, receive information, interpret, and define County's policies and decisions with respect to the proposer's services as approved by the Commissioners Court in accordance with State Law.
- C. Provide all criteria and full information as to County's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. The proposer will use local City and/or TxDOT design standards, specifications and construction details unless otherwise requested by Johnson County.
- D. Assist the proposer by placing at the proposer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for the proposer to enter upon public property as required for the proposer to perform services under this Agreement.
- F. Give prompt written notice to the proposer whenever County observes or otherwise becomes aware of any development that affects the scope or timing of the proposer's services, or any defect or nonconformance of the work of any Contractor.

Exhibit E – Fee Schedule

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges.

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

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	93	179
Professional 2	109	185
Professional 3	135	283
Professional 4	148	340
Professional 5	196	353
Professional 6	221	414
Construction Manager 1	103	155
Construction Manager 2	116	189
Construction Manager 3	151	195
Construction Manager 4	160	242
Construction Manager 5	196	296
Construction Manager 6	263	353
Construction Representative 1	84	101
Construction Representative 2	93	118
Construction Representative 3	100	179
Construction Representative 4	128	189
CAD Technician/Designer 1	68	121
CAD Technician/Designer 2	96	192
CAD Technician/Designer 3	128	226
Corporate Project Support 1	71	155
Corporate Project Support 2	77	229
Corporate Project Support 3	96	333
Intern / Coop	52	91
Senior Advisor	175	175

Rates for In-House Services and Equipment

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

OTHER DIRECT EXPENSES:

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

These ranges and/or rates will be adjusted annually in February. Last updated February 2025.