



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Freese & Nichols, Inc.**, hereinafter called "ENGINEER," and the **City of Farmers Branch, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires ENGINEER to perform certain work and services set forth in Section 1, Scope of Services.

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and ENGINEER agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by OWNER, ENGINEER agrees to provide to OWNER the necessary professional engineering services related to the preparation of plans and specifications for the *AWIA Risk & Resilience Assessment* as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until ENGINEER completes the services required herein to the satisfaction of OWNER, unless sooner terminated as provided in Section 8, below.

Section 3. Engineer Obligations

A. ENGINEER shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, ENGINEER shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for ENGINEER to perform the services under this Agreement, ENGINEER shall be authorized to engage the services of any agents, assistants, persons, or corporations that ENGINEER may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to ENGINEER only if authorized in writing in advance by OWNER.

C. ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. OWNER agrees to pay ENGINEER for all services authorized in writing and properly performed by ENGINEER in accordance with the Payment Schedule set forth in Exhibit "B," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to ENGINEER by OWNER shall be based on invoices submitted by ENGINEER for work performed monthly by ENGINEER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

B. OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, ENGINEER has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

C. The Total Engineering Fee shall be as specified in Exhibit "B," which shall not exceed **\$80,000.00**. OWNER may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to OWNER. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

Section 5. Responsibilities

A. ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time For Performance

A. ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is

of the essence of this Agreement, such services shall be completed within 365 calendar days after receipt of Notice to Proceed for the project, exclusive of OWNER and other governmental review time.

B. In the event ENGINEER's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and ENGINEER have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the ENGINEER) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by ENGINEER in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.

C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees,

associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and engineers.

Section 8. Termination

A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with ENGINEER, and in the event OWNER and ENGINEER fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by ENGINEER prior to such termination date.

Section 9. Insurance

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

(i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) A automobile liability insurance policy covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) name the CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;

(ii) provide for at least thirty (30) days prior written notice to the CITY for cancellation of the insurance; and

(iii) provide for a waiver of subrogation against the CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to CITY prior to commencement of services.

Section 10. Indemnification.

CITY shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of ENGINEER pursuant to this Agreement. ENGINEER hereby waives all claims against CITY, its officers, agents and employees (collectively referred to in this section as "City Indemnitees") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the City Indemnitees. ENGINEER agrees to indemnify and save harmless the City Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of ENGINEER, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a City Indemnitee, in whole or in part, in which case ENGINEER shall indemnify the City Indemnitee only to the extent or proportion of negligence attributed to ENGINEER, its officer, as determined by a court or other forum of competent jurisdiction). ENGINEER's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by ENGINEER under this Agreement. This provision shall survive the termination of this Agreement.

Section 11. Assignment

ENGINEER shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 12. Applicable Laws

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 13. Default of Engineer

In the event ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to ENGINEER, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by OWNER at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resubletting to others.

B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

Section 14. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by ENGINEER without a written agreement with OWNER prior to the performance of such services.

Section 15. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between ENGINEER and OWNER.

Section 16. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 17. Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 18. Independent Contractor.

It is understood and agreed by and between the parties that ENGINEER in satisfying the conditions of this Agreement is acting independently and that the OWNER assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by ENGINEER pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 19. Right-Of-Access.

OWNER will obtain and/or furnish right-of-access on any project site for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to any Task Order. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 20. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER: (Physical Address)	Director of Public Works City of Farmers Branch 13000 William Dodson Pkwy Farmers Branch, TX 75234
(Mailing address):	P.O. Box 819010 Farmers Branch, TX 75381
(With copy to):	Peter G. Smith Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Ross Tower 500 North Akard Dallas, Texas 75201

If to ENGINEER:

Scott Cole - Vice President
Freese & Nichols, Inc.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109

Section 21. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 22. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 23. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. Prohibition of Boycott Israel.

Engineer verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if Engineer is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Engineer has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

OWNER:
City of Farmers Branch, Texas

ENGINEER:
Freese & Nichols, Inc.

By: 
Charles S. Cox,
City Manager

By: 
Scott Cole - Vice President

Date: May 7, 2020

Date: 04/09/2020

ATTEST:


Amy Piukana, City Secretary

APPROVED AS TO FORM:


Peter G. Smith, City Attorney

EXHIBIT A – SCOPE OF SERVICES
City of Farmers Branch
AWIA Risk and Resilience Assessment

PROJECT UNDERSTANDING:

America’s Water Infrastructure Act (AWIA) of 2018, Section 2013, requires that all community water systems serving populations greater than 3,300 persons assess the risks to and resilience of its system. The Risk and Resilience Assessment (RRA) will be conducted following the Risk Analysis and Management for Critical Asset Protection (RAMCAP®) standard detailed in the J100 (Risk and Resilience of Drinking Water Systems) guidance developed jointly by the AWWA, ASME, and ANSI. The seven-step process outlined in the J100 standard provides the framework for the scope of work. The steps are as follows:

- Asset characterization
- Threat characterization
- Consequence analysis
- Vulnerability analysis
- Threat analysis
- Risk/resilience analysis
- Risk/resilience management

The RRA will include an implementation plan for capital and operational needs for risk and resilience management of the system. The assessment will be finalized and then certified by the City of Farmers Branch (City) to the Administrator of the Environmental Protection Agency (EPA) by Jun 30, 2021, in the case of systems serving a population of 3,300 or more but less than 50,000.

While not required by the AWIA of 2018, the City has elected to evaluate its wastewater collection system using the same process required of water systems by the AWIA.

SCOPE OF SERVICES:

PHASE 1 – RISK AND RESILIENCE ASSESSMENT

The RRA includes four workshops with the RRA team and one final briefing. An RRA report will be developed and provided. Due to the sensitive nature of the content, the RRA report is recommended to be protected from public access within applicable law. Electronic document transfer for this project will be provided to the City through a secure file-sharing platform. Confidential documents will not be emailed. Hard copies of the RRA report will be hand-delivered.

Task A – Project Kickoff Meeting, Data Collection and Review

FNI will conduct a kickoff meeting with City staff to introduce the FNI project team, review the scope of services and project schedule, and identify communication approaches. The kickoff meeting will also include a discussion of the background/history related to vulnerability and resiliency for the City.

During the kickoff meeting, FNI will meet with the City to determine the RRA team participants, needs and schedule. The following items will be discussed during the meeting:

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

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

- Previous vulnerability and risk assessments
- System diagrams
- Existing security plans and procedures
- Business continuity plans / Continuity of operations plans
- SCADA system information
- Source water protection plans
- Interlocal agreements with neighboring utilities
- Local natural hazard mitigation plan(s)
- Emergency response plans
- Other documents that may be related to the vulnerability and resilience of the water and wastewater systems

Deliverable:

1. FNI will provide meeting minutes from the kickoff meeting within seven (7) days to summarize major discussion items, decisions, and action items.

Task B – Identification of Critical Assets and Threats

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

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

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

The RRA will include a limited review of the operation and maintenance of the water and wastewater

systems. FNI will discuss the status of an asset management program and approaches that could be undertaken to improve the City's resilience. The results of the assessment will be included in the RRA Report.

Up to 20 asset-threat pairs will be evaluated for the water system and up to 15 asset-threat pairs will be evaluated for the wastewater system. Additional asset-threat pairs will be conducted upon request of the City as an Additional Service.

Deliverable

1. FNI will provide meeting minutes from the Asset-Threat Workshop within seven (7) days to summarize major discussion items, decisions, and action items.

Task C – Cybersecurity Evaluation

Utilizing a cybersecurity framework guide following AWWA's cybersecurity protocols, FNI will meet with staff identified during the Kickoff Meeting with knowledge of the City's SCADA system, software and hardware technology, and information security protocols and procedures. The workshop will focus on evaluation of the implementation of the "Priority 1" protocols identified in the AWWA Water Sector Cybersecurity Risk Management Guidance (2019). FNI will compile the information collected in the Cybersecurity Workshop to identify gaps in security, threats to the water and wastewater systems and recommendations for improvements in conjunction with the information developed in Task B.

Deliverable:

1. FNI will provide meeting minutes from the Cybersecurity Workshop within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.

Task D – Risk and Resilience Analysis

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

$$\text{Risk} = \text{Consequence} * \text{Vulnerability} * \text{Threat}$$

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

Deliverable

1. FNI will provide meeting minutes from the Risk Analysis Workshop within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.

- FNI will provide the list of critical assets ranked by risk to the City for review and approval.

Task E – Risk and Resilience Management

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

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

Deliverable:

- FNI will provide meeting minutes within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.
- FNI will deliver the draft RRA report to the City in electronic PDF format for review and comment.

Task F – Final RRA Report and Certification of Compliance

Upon receipt of final comments on the draft RRA report, FNI will finalize the RRA report. FNI will assist the City to complete and submit the certification of the Risk and Resilience Assessment through the online EPA portal. A copy of the certification will be maintained in the final RRA report.

Deliverable:

- FNI will deliver one electronic PDF copy and five (5) hard copies of the final RRA report.

SCHEDULE

Professional services will commence upon Notice to Proceed (NTP) from Farmers Branch. The following is the anticipated schedule for the project. While the Risk and Resilience Assessment certification can be submitted before the June 30, 2021 deadline, it is recommended to submit the certification on the deadline since submission of the RRA starts the clock for the deadline of the Emergency Response Plan for 6 months from RRA certification.

TASK		2020									2021					
		A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Phase 1 - Risk and Resilience Assessment																
A	Project Kickoff Meeting, Data Collection and Review		■													
B	Identification of Critical Assets and Threats		■	■	■											
C	Cybersecurity Evaluation			■	■	■	■									
D	Risk and Resilience Analysis					■	■	■	■	■	■					
E	Risk and Resilience Management									■	■	■	■	■		
F	Final RRA Report and Certification of Compliance															★
★ EPA Deadline for Cities with Population between 3,300 and 50,000																

EXHIBIT B – FEE SUMMARY
City of Farmers Branch
AWIA Risk & Resilience Assessment

FNI provides the following budget estimate for the above reference scope of services.

Phase	Description	Water Effort	Wastewater Effort	Total Effort
1	Risk and Resilience Assessment	\$ 60,000	\$ 20,000	\$ 80,000
	Total	\$ 60,000	\$ 20,000	\$ 80,000

COMPENSATION

Compensation to FNI for Basic Services in Exhibit A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Eighty Thousand Dollars (\$80,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify 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>
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57
Senior Advisor	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) \$100
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$200
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

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

These rates will be adjusted annually in February.