



RESOLUTION NO. 2023-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF FARMERS BRANCH, TEXAS, AND FREESE AND NICHOLS, INC. FOR THE DEVELOPMENT OF A LEAD AND COPPER RULE REVISION COMPLIANCE PLAN; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City administration recommends negotiating and entering into an Agreement for Professional Services with Freese and Nichols, Inc. for the development of a Lead and Copper Rule Revision Compliance Plan; and

WHEREAS, upon full review and consideration of the Professional Services Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager, or designee, should be authorized to execute the Agreement for Professional Services on behalf of the City of Farmers Branch, Texas.

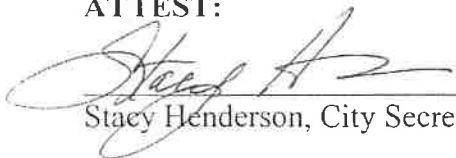
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:

SECTION 1. The City Council hereby approves the Agreement for Professional Services between the City of Farmers Branch, Texas, and Freese and Nichols, Inc., substantially in the form attached hereto as Exhibit "A", and authorizes the City Manager, or designee, to negotiate and execute such Agreement on behalf of the City of Farmers Branch, Texas, and to negotiate and execute such further amendments or instruments related thereto.


SECTION 2. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 7TH DAY OF FEBRUARY 2023.


ATTEST:

  
Stacy Henderson, City Secretary

APPROVED:

  
William P. Glancy, Mayor

APPROVED AS TO FORM:

  
Peter G. Smith, City Attorney  
(PGS:1-25-23:TM 133308)

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made by and between the City of Farmers Branch ("City"), a Texas home rule municipality, and Freese and Nichols, Inc. ("Professional"), a Texas corporation (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist City in developing a Lead and Copper Rule Revision Compliance Plan (the "Project") on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Professional desires to render services for City on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date it has been signed by authorized representatives of the Parties, whether on the same document or in duplicate counterparts ("Effective Date") and continue until completion of the services which shall be not later than 270 calendar days after delivery of a written Notification to Proceed by City to Professional, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by Professional in connection with this Agreement upon receipt of all amounts due and payable to Professional for work completed as of the date of termination. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

**Article II**  
**Scope of Service**

2.1 Standard of Care. Professional shall perform the services in connection with the Project as set forth in the Scope of Services. Professional shall perform the services with: (i) the

professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be.

2.2 City Information. City shall, prior to commencement of services, provide Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence, and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables.

- (a) All documents including but not limited to reports, drawings, and specifications, provided or furnished by Professional pursuant to this Agreement are instruments of service in respect to the Project, whether such Project is completed, and shall be the property of the City ("Instruments of Service"). The City shall have, keep and retain all rights, title and interest in and to all Instruments of Service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Instruments of Service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement. The Professional shall endeavor to omit any information in the Instruments of Service which may constitute trade secrets or copyrighted. If any portion of the documents comprising the Instruments of Service have been previously copyrighted or otherwise protected from disclosure or unauthorized use by the Professional which have previously been prepared by the Professional and which are not created for the sole and specific purpose of this Project, such copyright protections or reservations of rights shall be expressly stated thereon. Professional shall not place any copyright marks on the Instruments of Service.
- (b) When such documents are in electronic form, the City shall own copies of data files, text, specifications, or drawings for the City's information in its use of the Services. However, due to the potential that electronic information can be modified by the City or other persons, unintentionally or otherwise, Professional reserves the right to remove all indicia of its ownership and/or involvement from each electronic display or file. For documentation purposes, the original computer files will be

retained by Professional for a period not to exceed five (5) years after completion of the Services. Thereafter, all such files shall be remitted to the City.

- (c) In addition, electronic information created and produced by Professional is considered a part of Professional's instrument of service and will not be used by the City for other services, for additions to the Scope of Services, or for completion of this Scope of Services by another design professional except by agreement or Professional's default.
- (d) Any such use or reuse of any Instrument of Service by the City or others without written verification or data adaptation by Professional for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Professional. Notwithstanding the foregoing the City, its contractors and consultants may use the Instruments of Service for the Project.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

2.7 Mutual Waiver of Consequential Damages. Except for the indemnification provided by the Professional for the City, in no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

### **Article III Schedule of Work**

3.1 Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

3.2 Force Majeure. Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for services already performed, if such delay is caused by events beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods, strikes, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions (an event of "Force Majeure"), the Party so obligated shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15)

businesses days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. In the event that any event of Force Majeure as herein defined occurs, the Professional shall be entitled to a reasonable extension of time for performance of its services under this Agreement.

#### **Article IV Compensation and Method of Payment**

4.1 Invoices; Payment. Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services for the lump sum fee of Two Hundred Sixty-five Thousand, Six Hundred and Eight No/100 Dollars (\$265,608.00). Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and shall include the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Expenses. Unless otherwise provided in the Scope of Services Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 Rate Schedule. The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of City.

#### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 Engagement of Third Parties. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and obtain written approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless otherwise provided herein.

5.3 Professional's Facilities and Equipment. Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Progress Reports and Meetings. Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in a State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 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.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All

services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of City. Professional 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.

6.8 Right-of-Access. Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager  
City of Farmers Branch  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

With a copy to:

Peter G. Smith, City Attorney  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201

If intended for Professional:

Attn: Trey Shanks  
Freese and Nichols, Inc.  
801 Cherry Street, Suite 2800  
Fort Worth, Texas 76102  
Telephone: 214.217.2221  
Email: ts@freese.com

6.10 Insurance.

- (a) During the term of this Agreement, Professional shall maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of City, its officers, contractors, agents and employees (collectively referred to as the "City Parties") insuring against all claims, demands or actions relating to the work and services provided by Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This

policy shall be primary to any policy or policies carried by or available to City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$3,000,000.00 annual aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against 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. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will provide to City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, Professional shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal and/or material changes to any of the policies of 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. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Professional shall within ten (10) business days after written request provide City with certificates of insurance and policy endorsements for the insurance required herein.

#### 6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared



ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform City.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform City of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by City in entering into this Agreement.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM PROFESSIONAL'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO PROFESSIONAL'S LIABILITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties 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.

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

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional 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)*

SIGNED AND AGREED this 24 day of February, 2023.

CITY OF FARMERS BRANCH, TEXAS

By: Benjamin W. Williamson  
Benjamin W. Williamson, City Manager

ATTEST:

Stacy Henderson  
Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Peter G. Smith  
Peter G. Smith, City Attorney

SIGNED AND AGREED this 15th day of February, 2023.

FREESE AND NICHOLS, INC.

By: Trey Shanks  
Trey Shanks, Vice President

# EXHIBIT "A" SCOPE OF SERVICES

## City of Farmers Branch Lead and Copper Rule Revision Compliance Program

### Background

The U.S. Environmental Protection Agency (EPA) released Lead and Copper Rule Revisions (LCRR) on Jan. 15, 2021, setting new standards aimed at removing harmful levels of lead and copper from drinking water. The LCRR went into effect on December 16, 2021 with the compliance date of October 16, 2024. This revision will require cities and other water utilities to take significant action to protect customers from the health risks associated with lead and copper in order to comply with the LCRR.

Freese and Nichols, Inc. (FNI) recommends achieving compliance through a phased approach support the City of Farmers Branch (City) in their compliance with the LCRR.

- Phase 1 – LCRR Effort Assessment
- Phase 2 – Initial Service Line Inventory Development
- Phase 3 – Service Line Inventory Completion by Field Inspections
- Phase 4 – Sample Plan Update, Preliminary Sampling, and Other Compliance Preparations
- Phase 5 – Lead Service Line Replacement Planning and Mitigation

The City has completed Phase 1. A scope of Phase 2 services and related fee is proposed in the following pages. The level of effort related to Phases 3 to 5 may be prepared as part of a future proposal if and when requested by the City.

## EXHIBIT "A" SCOPE OF SERVICES

### Scope of Work

FNI shall render the following professional services in connection with the development of the Project:

#### **Task 1. Project Administration & Coordination Meetings**

- **Project Administration:** Perform general administrative duties associated with the Project, including planning, progress monitoring and monthly progress reporting, scheduling, and invoicing for the Project. These duties include maintaining regular contact with the City to help meet the needs of the City in a timely manner and executing work in accordance with the work plan, budget, and schedule.
- **Project Kickoff Meeting:** conduct a kickoff meeting with key project stakeholders to discuss the project approach and data requested. FNI will develop and submit a data request technical memorandum prior to the Kickoff Meeting.
- **Project Coordination Meetings:** lead up to twelve (12), virtual, one-hour coordination meetings with the City's staff to facilitate the gathering of the requested materials for various tasks.

#### **Task 2. Desktop Service Line Material Research & Inventory Development**

- **Perform Desktop Service Line Material Research:** FNI will perform a desktop assessment, up to 240 hours, to determine the material type of service lines constructed before the EPA Lead Ban. If a material type cannot be identified, FNI will assign a material type of lead status unknown to service mains constructed prior to the EPA Lead Ban, per TCEQ guidance.
- **Develop Service Line Inventory:** FNI will develop an ESRI ArcGIS Online web map of the initial service line inventory. The web map will include information on the private and City-owned portion of each service line, where available. FNI will develop an automated process for creating a GIS line layer of the service lines. The GIS layer will be spatially representative of the actual service line and is only intended for mapping purposes. Information from the web map will be exported and utilized to populate the TCEQ service line inventory template. FNI will present the initial lead service line inventory to the City as part of a project coordination meeting.
- **Service Line Material Field Investigation Plan:** FNI will develop recommendations for Pre-Lead Ban service main material verification through field investigations (performed separately as part of Task 3). FNI will present the field investigation plan to the City as part of a project coordination meeting.

#### **Task 3. Service Line Material Field Verification Pilot**

- **Service Line Material Field Investigation App:** FNI will develop an ESRI Field Maps data collection app to be utilized to record the findings of the field investigation pilot. The app will include drop down menus to record the material of the public and private portion of the service line.

**EXHIBIT “A”  
SCOPE OF SERVICES**

- Field Investigation Pilot: FNI will perform a field investigation on up to 400 service lines as part of a pilot to establish a process for determining service line material type. The field investigations will consist of a visual inspection of the public and private portions of the service from within the meter box. Lead identification methods such as scratch, magnet, and lead swab testing will be utilized as part of the field inspections.
- Update Service Line Inventory: FNI will update the service line inventory based on the findings of the field investigation pilot. FNI will submit the updated service line inventory in a digital format (excel spreadsheet, GIS Shapefile, and PDF) to the City.

**Task 4. LCRR Compliance Phase Three Planning**

- Phase Three LCRR Compliance Schedule and Budget Development: FNI will develop phase three compliance schedule and planning level budget for consideration in the City’s FY23-24 budgeting process. The budget will include effort for developing the LSL replacement plan, service line material field investigation, sampling plan update and public outreach. FNI will develop up to three (3) alternative compliance budgeting scenarios that consider varying service line material field investigation rates. The compliance schedule and budget alternatives will be presented to City Staff at a project coordination meeting.
- Prepare and Submit Draft LCRR Compliance Phase Two TM: FNI will prepare a technical memorandum summarizing the service line material research and inventory development, and the field investigation pilot. The phase three compliance activities, budget, and schedule necessary for the City to meet compliance will also be summarized. FNI will submit an electronic copy the Draft LCRR Compliance Phase Two TM for City Staff’s review.
- Finalize LCRR Compliance Phase Two TM: FNI will finalize the LCRR Compliance Phase Two TM based on one round of comments from City Staff. FNI will submit up to ten (10) hard copies and an electronic copy of the finalized technical memorandum to the City.

**Schedule**

FNI shall complete the proposed professional services in connection with the development of the Project:

- The Draft LCRR Compliance Phase Two TM will be submitted to the City within nine (9) months of receiving the notice to proceed.
- The Final LCRR Compliance Phase Two TM will be completed within three (3) weeks of receiving the City’s comments.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Compensation**

The following is the breakdown of the proposed fees for the tasks presented in this Scope.

TASK	FEE
Task 1: Project Administration & Coordination Meetings	\$23,730
Task 2: Service Line Material Research & Initial Desktop Service Line Inventory	\$92,105
Task 3: Service Line Material Field Verification Pilot	\$116,681
Task 4: LCRR Compliance Phase Three Planning	\$33,091
<b>Total Basic Services Fee:</b>	<b>\$265,608</b>

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Sixty Five Thousand Six Hundred Eight Dollars (\$265,608).

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

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

## EXHIBIT "A" SCOPE OF SERVICES

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

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

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In- house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

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