



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 **CMOM Program Development** 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 **\$75,000.00**. 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 210 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: _____

Date: 04/09/2020

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

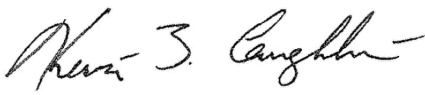
 _____ for
Peter G. Smith, City Attorney

EXHIBIT A – SCOPE OF SERVICES
City of Farmers Branch
Capacity, Management, Operations, and Maintenance Plan

PROJECT UNDERSTANDING:

Freese and Nichols, Inc. (FNI) will lead the effort to assist the City through the CMOM self-audit process by identifying the steps needed to successfully complete the self-audit, identifying and assisting with data collection, helping establish performance measures for each of its operating functions verifying data, and preparing a self-audit report and summary of results and recommendations. If deficiencies are discovered in the self-audit, as a second task the Professional will facilitate the development of a plan to address these deficiencies. Professional will arrange and conduct meetings of City staff and prepare documentation to formulate the CMOM plan as identified by regulatory agencies.

SCOPE OF SERVICES:

PHASE A – CMOM Self-Audit

Task 1 – Project Management

FNI will perform project management activities including accounting, invoicing, monthly progress reports, meeting minutes, and other administrative duties.

Task 2 – Kickoff Meeting

FNI will attend a kick-off meeting with the City to discuss project goals, schedule, and data requirements. Prior to the kickoff meeting, key individuals within the City will be identified to participate in the CMOM development and will be included at the meeting. During the kickoff meeting, the project team will walk through the EPA Self-Audit to review information that is required for the City or provide. An action plan will be developed to track who will provide necessary information in the appropriate timeframe to complete the development of the Self-Audit.

Task 3 – Data Collection and Review

FNI will prepare a data request memorandum for submittal to the City. FNI will collect, assemble, review, and summarize relevant project data.

Task 4 – Prepare CMOM Self-Audit

FNI shall, with assistance from City staff facilitate and complete a CMOM Self-Audit using the EPA's Region IV CMOM Self-Audit/Self-Disclosure program, components of the EPA SSO draft rule (including CMOM and Asset Management (AM) business practices) and the EPA 2005 CMOM Guidance Document. The City will provide FNI with information pertaining to internal processes and information that is currently tracked.

Task 5 – CMOM Framework Development

FNI shall describe interactions with the City required to develop the CMOM framework incorporating asset management business practices where appropriate.

Task 6 – Documentation of O&M Practices

FNI will inspect, inventory, evaluate, and document the City's existing management, operations, and maintenance programs. FNI will develop programs to assess the effectiveness of the City's management, operation, and maintenance of the wastewater collection system by benchmarking best work practices in the collection system and establishing performance criteria.

Task 7 – Self-Audit Progress Meetings

FNI will attend up to two (2) progress meetings with the City to review the status and results of the self-audit action plan.

Task 8 – Draft Self-Audit Report

FNI will provide a draft copy of the completed self-audit checklist for City staff review. FNI will deliver one electronic PDF copy of the draft report and three (3) hard copies.

Task 9 - Draft Report Review Meeting

FNI will conduct one meeting with City staff to review the draft report and solicit comments.

Task 10 – Final Self-Audit Report

FNI will revise the draft technical report based on City comments and develop a final report. FNI will deliver one electronic PDF copy of the final technical report and three (3) hard copies.

PHASE B – Development of CMOM Plan**Task 1 – Development of a Gap Closure Plan**

FNI will reference the results of the CMOM Self-Audit to determine gaps in City programs when compared with EPA CMOM guidance documents. A detailed description of the gaps for each program element shall be developed and presented. FNI shall prioritize activities needed to address any deficiencies revealed in the Self-Audit and develop a Gap Closure Plan(s) in coordination with City staff and project goals. FNI will develop strategies for addressing gaps and develop an implementation plan(s) for gap closure projects including resources, budget, and schedule for implementation, if required. The final CMOM Plan will include the Gap Closure Plan as an appendix.

Task 2 – Develop CMOM Plan

The CMOM Plan will package up the following major areas into a CMOM program format based on available data:

- EPA Reporting Process
- Sewer Use Ordinances
- Organizational Structure
- Capacity Assurance Plan
- Safety and Training Programs
- Customer Service
- Equipment and Collection System Inventory
- SSO Notification Plan
- Management Information System
- System Mapping
- Internal CCTV Inspection

- Sewer Cleaning Program
- Manhole Inspection and Assessment
- Lift Stations Inventory
- Capacity Assessment
- Tracking of SSOs
- Overflow Emergency Response Plan and Lift Station Power Outage Response Plan
- FOG Program
- Flow Monitoring Plan
- Condition Assessment and System Renewal Plan

FNI will provide a draft copy of the CMOM Plan for City staff review. FNI will deliver one electronic PDF copy of the draft plan and three (3) hard copies.

Task 3 – Review Meeting

FNI will hold a meeting with City staff to review the Draft CMOM plan and receive comments.

Task 4 – Final CMOM Plan

FNI will revise the draft CMOM Plan based on City comments and develop a final CMOM Plan. FNI will deliver one electronic PDF copy of the final technical report and three (3) hard copies.

SCHEDULE

Professional services will commence upon Notice to Proceed (NTP) from Farmers Branch. The following is the anticipated schedule for the project. The project schedule will be heavily dependent upon submittal of information by City staff. FNI will document an action plan and assign submittal dates at the kickoff meeting. If professional services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

| TASK | | 2020 | | | | | | | |
|------------------------------------|-----------------------------------|------|---|---|---|---|---|---|---|
| Phase A - CMOM Self-Audit | | A | M | J | J | A | S | O | N |
| 1 | Project Management | | | | | | | | |
| 2 | Kickoff Meeting | | | | | | | | |
| 3 | Data Collection and Review | | | | | | | | |
| 4 | Prepare CMOM Self-Audit | | | | | | | | |
| 5 | CMOM Framework Development | | | | | | | | |
| 6 | Documentation of O&M Practices | | | | | | | | |
| 7 | Self-Audit Progress Meetings | | | | | | | | |
| 8 | Draft Self-Audit Report | | | | | | | | |
| 9 | Draft Report Review Meeting | | | | | | | | |
| 10 | Final Self-Audit Report | | | | | | | | |
| Phase B - Development of CMOM Plan | | A | M | J | J | A | S | O | N |
| 1 | Development of a Gap Closure Plan | | | | | | | | |
| 2 | Develop CMOM Plan | | | | | | | | |
| 3 | Review Meeting | | | | | | | | |
| 4 | Final CMOM Plan | | | | | | | | |

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of Professional:

- A. FNI will provide a data needs memorandum prior to the kick-off meeting and will discuss the data needs for the project at the kick-off meeting. The City will provide to Professional applicable reports and data requested (if available).
- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Professional's services for the Project.
- C. Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to development of the CMOM Plan.
- D. Examine all studies, reports, proposals and other documents presented by Professional, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Professional.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- F. Give prompt written notice to Professional whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services.

EXHIBIT B – FEE SUMMARY
City of Farmers Branch
Capacity, Management, Operations, and Maintenance Plan

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

| Phase | Description | Total Effort |
|--------------|--------------------------|---------------------|
| A | CMOM Selft Audit | \$39,700 |
| B | Development of CMOM Plan | \$35,300 |
| Total | | \$75,000 |

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 Seventy Five Thousand Dollars (\$75,000).

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 | 107 |
| Professional - 2 | 130 |
| Professional - 3 | 146 |
| Professional - 4 | 169 |
| Professional - 5 | 197 |
| Professional - 6 | 225 |
| Construction Manager - 1 | 85 |
| Construction Manager - 2 | 111 |
| Construction Manager - 3 | 131 |
| Construction Manager - 4 | 164 |
| CAD Technician/Designer - 1 | 91 |
| CAD Technician/Designer - 2 | 117 |
| CAD Technician/Designer - 3 | 145 |
| Corporate Project Support - 1 | 87 |
| Corporate Project Support - 2 | 105 |
| Corporate Project Support - 3 | 139 |
| Intern/ Coop | 53 |
| 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 |
| <u>Technology Charge</u> | Large Format (per sq. ft.) | | | Water Quality Meter (per day) \$100 |
| \$8.50 per hour | Bond | \$0.25 | \$0.75 | Microscope (each) \$150 |
| | Glossy / Mylar | \$0.75 | \$1.25 | Pressure Recorder (per day) \$200 |
| | Vinyl / Adhesive | \$1.50 | \$2.00 | Ultrasonic Thickness Gauge (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.