

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

That the City of Mansfield, a municipal corporation situated in Tarrant County, Texas, hereinafter called "City", acting herein by and through, its duly authorized City Manager or his/her designee, and Freese and Nichols, Inc., hereinafter called "Engineer", acting herein by and through its Principal, hereby make and enter into the following agreement:

ARTICLE I

SERVICES

Section 1. For and in consideration of the covenants herein contained, Engineer hereby covenants and agrees as an independent contractor, to perform the services hereinafter described with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas. The services to be performed by Engineer hereunder shall include all necessary design and engineering work for improvements in connection with the following project and location:

Water & Wastewater CIP and Impact Fee Update

Section 2. See Attachment SC to further identify the scope of work services that Engineer will perform as part of this identified project.

ARTICLE II

COMPENSATION

Section 1. For all engineering services performed hereunder, local travel, supplies and incidentals, City agrees to pay Engineer a not to exceed fee of Two Hundred Seventy Two Thousand Dollars (\$272,000.00).

Section 2. City shall pay Engineer for all subcontractor work authorized by City at the actual cost plus ten percent (10%). For reproduction work beyond that identified in Article I, City shall pay Engineer for reproduction work at the current commercial rates.

Section 3. Progress payments shall be made monthly upon receipt of an invoice from Engineer outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for any subcontract, reproduction and survey work performed during the period covered by said invoice. A copy of the standard hourly rates is included with this contract.

The aggregate of such monthly progress payments shall not exceed the following:

WAGE RATE SCHEDULE

See Attached Schedule of Charges (Attachment CO)

ARTICLE III

SCHEDULE

Engineering work on this project shall be completed according to the following schedule:

Within twelve months of notice to proceed.

ARTICLE IV

CITY'S RESPONSIBILITIES

City's responsibilities shall include the following:

- 1) City shall make available to Engineer for use in performing services hereunder all existing plans, maps, field notes, statistics, computations and other data in City's possession relative to existing facilities and to the project.
- 2) City, through its surveying contractor, shall perform the necessary field surveys for the Project and deliver them to Engineer in digital format. Any coordinate system changes, benchmark elevation adjustments or input of existing topographic information or surveys shall be coordinated with and approved by City. Engineer will not be held liable for the accuracy of survey data. However, any question regarding the data shall be brought to the attention of City.
- 3) City's surveying consultant shall provide all surveys for design, right-of-way, easements, and construction control staking. Soils testing, and construction-phase services for this project are not to be provided by Engineer other than as outlined in ARTICLE I.
- 4) See additional City's Responsibilities in Attachment SC.

ARTICLE V

PROGRESS REPORT

If requested by City, Engineer shall submit monthly progress reports with the monthly invoice. If Engineer determines in the course of preparing design drawings and specifications that the preliminary opinion of probable construction cost will be exceeded,

whether by change in the scope of the project, or other conditions, the Engineer shall immediately report such fact to City, in writing, and if so instructed shall suspend all work hereunder.

ARTICLE VI

ENGINEER'S LIABILITY

All Contract Documents shall comply to the best of the knowledge, information and belief of Engineer, with all applicable local, state and federal laws and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies. Approval by City shall not constitute or be deemed to be a release of the responsibility and liability of Engineer, its officers, agents, employees and subcontractors for the accuracy and competency of the services performed hereunder, including but not limited to designs, working drawings and specifications or their engineering documents. Such approval shall not be deemed to be an assumption of such responsibility and liability by City for any error, omission, defect or negligence in the performance of such services, it being the intent of the parties that approval by City signifies City's approval of only the general design concept of the improvements to be constructed.

ARTICLE VII

INDEMNIFICATION

Engineer, during the construction of said project and for a ten (10) year period thereafter, as prescribed in Article 5536a of the Revised Civil Statutes of Texas, shall indemnify and hold harmless City, its officers, agents and/or employees from any loss, damages, liability or expense on account of damage to property and/or injuries (including death) to any person or persons, including officers, employees or agents of Engineer, which are caused by any negligent error, omission, defect, or deficiency in the performance of Engineer's professional services or in the negligent preparation of designs, working drawings, specifications or other engineering documents incorporated into any improvements constructed in accordance herewith. Engineer shall pay all expenses (including reasonable Attorney's fees) and satisfy all judgments which may be incurred by or rendered against City or its officers, agents or employees in connection herewith; providing and except, however, that this indemnity provision shall not be construed as requiring Engineer to indemnify or hold harmless City, its officers, agents, or employees from loss, damages, liability or expense on account of defects or deficiencies in design criteria and information furnished to Engineer by City and which Engineer could not discover by the exercise of reasonable diligence or deviations by the Contractor in construction from Engineer's designs, working drawings, specifications or other engineering documents, except such deviations as might occur with the approval of the Engineer or during the performance of work over which Engineer has supervision. Engineer shall not be liable for claims, lawsuits, expenses or damages arising from, or in any manner related to the exposure to, or the handling, manufacture or disposal of asbestos, asbestos

products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

No provision or condition contained within this agreement shall constitute a waiver of any governmental immunity or other protection afforded the City of Mansfield.

ARTICLE VIII

USE OF DOCUMENTS

All drawings, specifications, and other documents or instruments prepared or assembled by Engineer under this contract shall become the sole property of City and shall be delivered to City without restriction on future use. Engineer shall retain in their files all original drawings, specifications, documents or instruments and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings and other documents by City or other consultants subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the engineer making said change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE IX

TRANSFER OF CONTRACT

Engineer shall not assign, sublet or transfer, in whole or in part, its interest in this agreement without the prior written consent of City.

ARTICLE X

TERMINATION OF CONTRACT

Section 1. City may terminate this contract at any time and for any cause by a notice in writing to Engineer. Upon receipt of such notice Engineer shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this contract.

Section 2. If City terminates this contract under the foregoing Section 1, City shall pay Engineer a reasonable amount for services performed prior to such termination, which payment shall be based upon the hourly billing rates of employees engaged on the work by Engineer up to the date of termination of the contract and for subcontract, reproduction, and survey work in accordance with the method of compensation stated in ARTICLE II herein.

Section 3. All completed or partially completed reports prepared under this contract, including the original drawings, shall become the property of City when the contract is terminated, and may be used by City in any manner it desires; provided,

however, that Engineer shall not be liable for the use of such drawings for any project other than the project described in this contract.

ARTICLE XI

INDEPENDENT CONTRACTOR

Engineer covenants and agrees that it will perform the work hereunder as an independent contractor, and not as an officer, agent, servant, or employee of City; that Engineer shall have exclusive control of and the exclusive right to control the details of Engineer's work performed hereunder, and all persons performing same, and Engineer shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

ARTICLE XII

DISCLOSURE

By signature of this contract, Engineer warrants to the City of Mansfield that he has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. Engineer further warrants that he will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

ARTICLE XIII

INSURANCE

Section 1. Engineer shall, at their own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work under this contract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis through companies duly approved to transact that class of insurance in the State of Texas. The insurance requirements shall remain in effect throughout the term of this contract.

- 1) Workers' Compensation and Employers' Liability Insurance, as required by law; not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.

- 2) Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence.
- 3) Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with bodily injury and property damage limits of \$500,000 per occurrence.
- 4) Professional Liability Insurance, coverage in an amount of at least \$500,000 per claim and aggregate covering the services provided under this contract, including contractual liability. This insurance shall be maintained throughout the contract and for one year after completion of construction of the project.

Section 2. Each insurance policy to be furnished by Engineer shall include the following conditions by endorsement to the policy:

- 1) City shall be named as an additional insured as to all applicable coverage(s) except Workers' Compensation and Professional Liability.
- 2) Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to City by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

- 3) The term "Owner" or "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
- 4) The policy phrase "other insurance" shall not apply to City where City is an additional insured on the policy.
- 5) All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

Section 3. Engineer agrees to the following:

- 1) Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.

- 2) Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums are the sole responsibility and risk of Engineer.
- 3) Approval, disapproval, or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
- 4) No special payments shall be made for any insurance that Engineer and subcontractors, if any, are required to carry; all are included in the contract price and the contract unit prices.

ARTICLE XIV

VENUE

Venue of any suit or cause of action under this contract shall lie in Tarrant County, Texas.

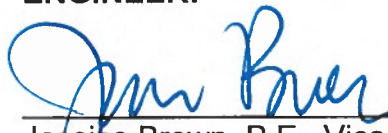
IN WITNESS WHEREOF, the parties hereby have executed this agreement in duplicate originals on this date, the _____ day of _____, 2016 at Tarrant County, Texas.

ATTEST:

CITY OF MANSFIELD, TEXAS:

Clayton Chandler, City Manager

ENGINEER:



Jessica Brown, P.E., Vice President
4055 International Plaza, Ste. 200
Fort Worth, Texas 76109
817-735-7300

ATTACHMENT SC:

SCOPE OF SERVICES

I. PHASE 1 - WATER & WASTEWATER CIP UPDATE

Task A. Data Collection and Wastewater Flow Monitoring

- A1. Project Kickoff Meeting and Data Collection: FNI will meet with the CITY to review scope and schedule of the project and critical project milestones and future service area. FNI will present a memorandum outlining data needed for the project. FNI will review the data request memorandum with the CITY to determine what data and data format is available from the CITY.
- A2. Install Temporary Wastewater Flow Meters for 60 Day Period – Meet with City to review and recommend up to eight (8) wastewater flow monitoring locations. FNI will review with City the selected manholes in the field to verify flow meter locations and install flow meters for a period of 60 days to obtain both dry and wet weather flows.
- A3. Conduct Wastewater Flow Monitoring Data Analysis: FNI will review flow monitoring results and develop dry and wet weather flows, quantity of infiltration and inflows from each sewer basin and develop recommendations for infiltration and inflow allowances for the recommended 5 year design storm event.

Task B. Water & Wastewater Model Updates and Model Calibration

- B1. Update Water Model in Infowater: FNI will update the existing water model in Infowater software and utilize GIS data to add new water infrastructure to the model and update attribute data.
- B2. Update Wastewater Model in H2OMap Sewer: FNI will update the wastewater model to the H2OMap Sewer software and utilize GIS data to include 10-inch and larger wastewater lines and other critical 6-inch and 8-inch wastewater lines and lift stations in the modeling software.
- B3. Develop and Distribute Existing Water Demands: FNI will utilize field testing results and data from the City utility billing system database to allocate existing demands throughout the City. The data will consist of metered usage fields for each customer account.
- B4. Conduct Water Model Calibration: FNI will conduct model calibration by adjusting peaking values and demand allocation distribution.
- B5. Utilize Wastewater Field Testing Results to Develop Flow Data for Existing Wastewater Model Input: FNI will utilize flow monitoring data and historical records to develop per capita wastewater flows, commercial flows and infiltration/inflow allowances.
- B6. Distribute Existing Wastewater Flows throughout City and Conduct Model Calibration: FNI will use utility billing information to distribute wastewater flows throughout the system and conduct model calibration by adjusting peaking factors and wastewater flow distribution.

- B7. Meet with City to Review Water and Wastewater Model Calibration Results: FNI will prepare mapping showing comparison of water pressure results vs. model pressure results for water model calibration and of wastewater meter results vs. modeling results for wastewater model calibration.

Task C. Develop Water & Wastewater Load Projections for 5 year, 10 year & Buildout conditions for Existing City, ETJ and Wholesale Customers

- C1. Meet with City to Discuss Proposed Land Uses throughout Future Service Area and Timing of Growth Expansion: FNI will meet with the City to discuss the existing land uses and current and projected NCTCOG population projections, and update as necessary for 5 year, 10 year and Buildout conditions including the ETJ.
- C2. Review Historical Water Usage Records to Estimate Year 2016 Water Demands: FNI will review historical records and use information to determine per capita water usage, commercial usage and peaking factors. FNI will estimate 2016 water demands for various operating conditions including average day, maximum day, peak hour and fire flow conditions.
- C3. Develop Diurnal Water Demand Curves: FNI will utilize SCADA data to develop average day and maximum day diurnal water demand curves for representation of daily water usage through the City for typical operating conditions.
- C4. Develop Water Demand & Wastewater Load Projections for Buildout: FNI will use land use maps, field testing data and input from the City's staff to develop future water demands and wastewater loads for 5 year, 10 year and Buildout projections for residential and commercial land uses. FNI will develop the wastewater loads utilizing per capita flow, peaking factors, and Infiltration/Inflow (I/I) values comparable to those used for modeling and planning in other cities in the region, and in accordance with TCEQ guidelines.
- C5. Review Wholesale Water Demand Projections: FNI will review project proposed wholesale water demands for water system analysis including City of Grand Prairie and Johnson County SUD. FNI will attend up to one meeting with JCSUD and Mansfield if necessary.
- C6. Distribute Future Water Demands & Wastewater Loads throughout City: Distribute water demands for each operating condition throughout City using land use assumptions. Distribute future wastewater flows for each operating condition throughout each sewer basin using land use assumptions. Large industrial and commercial demands will be distributed as point loads in the water and wastewater system models.

Task D. Conduct Water & Wastewater Analysis for 5 year, 10 year & Buildout Conditions

- D1. Perform Extended Period Modeling and Analysis of Existing and Buildout Water System: FNI will utilize calibrated water model to perform an extended period simulation of the existing and buildout water system under maximum day and peak hour water demands. FNI will utilize water demand projections and calibrated model to develop future water system model scenarios.

- D2. Develop Lower Pressure Plane System Curves for the High Service Pump Station: FNI will utilize updated InfoWater model reflecting current system infrastructure and operations to develop system curves (flow rate versus head) for the Lower Pressure Plane High Service Pump Station. System curves will be developed for existing and 10-year conditions under maximum day and average day demand conditions. Minimum head, average head, and maximum head curves will be developed.
- D3. Lower Pressure Plane System Curves Brief Technical Memorandum: FNI will prepare a brief technical memorandum documenting the development of the system curves and will deliver one electronic PDF copy of the memorandum.
- D4. Lower Pressure Plane System Curves Follow-up Coordination: FNI will attend one conference call to discuss the system curves.
- D5. Perform Steady State Modeling and Analysis of Existing and Buildout Wastewater System: FNI will utilize calibrated wastewater model to perform a steady state simulation of the existing and buildout wastewater system under peak wet weather flows. FNI will utilize wastewater load projections and calibrated model to develop future wastewater system model scenarios.
- D6. Meet with the CITY to Discuss Future Modeling Results: FNI will meet with the CITY to discuss future water and wastewater system analysis results for Buildout planning periods. FNI will prepare a memorandum summarizing the results of the modeling, including any hydraulic deficiencies that exist within the current water and wastewater system.
- D7. Develop Water System Improvement Alternatives for 5 year, 10 year and Buildout Conditions: FNI will utilize Buildout model to simulate a number of system improvement alternatives to meet 5 year, 10 year and Buildout future growth. Water system facilities and lines will be sized to meet maximum day demands, peak hour demands and to provide adequate fire flows of 1,500 gpm. FNI will analyze up to three (3) proposed locations for a future water treatment plant based on buildout maximum day demand conditions.
- D8. Develop Wastewater System Improvement Alternatives for 5 year, 10 year and Buildout Conditions: FNI will utilize wastewater flow projections and the calibrated wastewater model to develop Buildout wastewater model. FNI will utilize Buildout model to simulate a number of system improvement alternatives to meet 5 year, 10 year and Buildout future growth. Wastewater facilities and lines will be sized to meet peak wet weather flows.

Task E. Water and Wastewater CIP Report

- E1. Develop Capital Improvement Plan (CIP) Costs, Phasing Plan & Mapping: Develop costs for each proposed project, draft CIP scheduling of projects based upon water and wastewater system modeling requirements and reliability needs, and mapping showing project locations. Costs will be in Year 2016 dollars and will include engineering and contingencies.
- E2. Meet with the CITY to Discuss Future Water and Wastewater Improvements: FNI will meet with the CITY to discuss future water and wastewater system improvements for 5 year, 10 year and Buildout planning periods.
- E3. Revise CIP and Prepare Preliminary Water and Wastewater System CIP Report: FNI will revise computer modeling based upon CITY's comments and modifications and prepare a

CIP report discussing field test results, assumptions, water demand and wastewater flow projections and recommended capital improvement plans including schedule and costs of improvements. The report will include colored maps showing proposed system improvements as well as GIS digital copies.

- E4. Present Water and Wastewater CIP Report and Capital Improvement Plan to CITY Council: FNI will revise water and wastewater study report as necessary and attend a CITY Council meeting to present report recommendations. FNI will provide the CITY with ten (10) copies of the final comprehensive Water and Wastewater CIP Report.
- E5. Deliver GIS Mapping and Modeling Files to City: FNI will deliver to the City all electronic modeling and GIS Mapping files.

PHASE 2 WATER AND WASTEWATER IMPACT FEE STUDY

Task F. Water & Wastewater Impact Fee Analysis

- F1. Meet with CITY to Obtain Impact Fee Data: FNI will prepare a memorandum listing the data needed for impact fee analysis including ordinances, size and number of meters, design project cost data, etc.
- F2. Conduct Water and Wastewater Impact Fee Capacity Analysis for New Capital Improvement Projects for 10 year Projected Growth: FNI will utilize water and wastewater model to analyze new capital improvement projects and existing recently completed projects for excess eligible capacity for impact fee cost recovery for 10 year projected growth.
- F3. Calculate Water and Wastewater Costs Eligible for Impact Fee Cost Recovery: FNI will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery.
- F4. Develop Existing Service Unit Equivalent (SUEs) for Water and Wastewater Systems: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for existing conditions.
- F5. Project Growth in Service Unit Equivalent (SUEs) for Water and Wastewater Systems: FNI will utilize demographic data, meter size breakdown and impact fee code requirements to project 10 year service unit equivalents for water and wastewater systems.
- F6. Conduct Financial Analysis of Water and Wastewater Capital Improvement Plans to Determine Eligible Financing Costs for Inclusion into Impact Fee Calculations: FNI will project financing costs for Water and Wastewater Capital Improvement Plans based on the proposed phasing program that are eligible for inclusion into Impact Fees Calculations.
- F7. Calculate Maximum Allowable Water and Wastewater Impact Fees: FNI will develop maximum allowable water and wastewater impact fees using existing and proposed capital improvement costs to support 10 year growth based on projected increase in SUEs.
- F8. Develop Draft Water and Wastewater Impact Fee Report and Meet with City to Present Results: FNI will prepare Water and Wastewater Impact Fee Report showing land use assumptions, water and wastewater impact fee eligible capital improvement costs, and maximum allowable water and wastewater impact fees and meet with City Staff to review results. FNI will finalize report after addressing CITY comments.

- F9. Develop Updated Impact Fee Comparisons for Neighboring Cities: FNI will develop updated comparison tables showing impact fees by neighboring City and growth rates.
- F10. Present Impact Fee Analysis Results to Citizen Advisory Committee: Following review by City Staff, FNI will prepare a summary presentation and present results of the water and wastewater impact fee analysis results and recommendations to Citizen Advisory Committee.
- F11. Present Impact Fee Analysis at Public Hearing at City Council Meeting on the Adoption of Impact Fees: Attend one (1) Public Hearing and present impact fee calculation results for water and wastewater systems to City Council.
- F12. Finalize Water and Wastewater Impact Fee Report: FNI will finalize the water and wastewater impact fee report and provide ten (10) hard copies of the final report to the City along with a PDF of the report.

Task G. Water & Wastewater Impact Fee Credit Analysis

- G1. Perform Required Credit Analysis under New Impact Fee Regulations: FNI will conduct the required impact fee credit analysis for the water and wastewater impact fees as required by Chapter 395 and present results to staff.

II. ADDITIONAL SERVICES

The following services are not included in this proposal. They can be provided as additional services if approved by the CITY as necessary:

- A. Field surveying required for the preparation of designs and drawings.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. GIS mapping services or assistance with these services.
- D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
- F. Providing renderings, model, and mock-ups requested by the CITY.
- G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by CITY.

- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Conducting pilot plant studies or tests.
- K. Preparing Operation and Maintenance Manuals or conducting operator training.
- L. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- M. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- N. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- O. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- P. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- Q. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- R. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- S. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- T. Provide Geotechnical investigations, studies and reports.

IV. RESPONSIBILITIES OF CITY OF MANSFIELD

City of Mansfield shall perform the following in a timely manner so as not to delay the services of Engineer:

- A. 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 FNI's services for the Project.
- B. Provide City staff to assist in setting out the pressure recorders, including operating the fire hydrants and associated valves.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, 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 FNI.
- F. 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.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CITY may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CITY may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CITY may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. Give prompt written notice to FNI whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Section II of this AGREEMENT or other services as required.
- J. Bear all costs incident to compliance with the requirements of this Section IV.

V. DESIGNATED REPRESENTATIVES:

Engineer and City designate the following representatives:

City's Designated Representative – Mr. Bart VanAmburgh, Project Engineer, 1305 E. Broad St. Mansfield, Texas 76063; telephone (817) 472-9371; fax (817) 447-1416; and e-mail bart.vanamburgh@mansfield-tx.org

City's Accounting Representative - (Name, address, telephone number, fax number, and e-mail)

Engineer's Project Manager – Mazen Kawasmi, P.E., 4055 International Plaza, Suite 200, Fort, Texas 76108-7895; telephone (817) 735-7432; fax (817) 735-7492; and e-mail Mazen.Kawasmi@freese.com.

Engineer's Accounting Representative – Jana Collier, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109-4895; telephone (817) 735-7354; fax (817) 735-7492; and e-mail jvc@freese.com

COMPENSATION

Not to Exceed: Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Two Hundred Seventy Two Thousand Dollars (\$272,000). 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 CITY for CITY's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

WWW CIP Update=\$183,281; WWW Impact Fee Study=\$88,719

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	75	128
Professional - 2	97	163
Professional - 3	104	200
Professional - 4	152	243
Professional - 5	193	267
Professional - 6	183	487
Construction Manager - 1	95	218
Construction Manager - 2	115	166
Construction Manager - 3	142	177
Construction Manager - 4	179	242
CAD Technician/Designer - 1	63	109
CAD Technician/Designer - 2	99	142
CAD Technician/Designer - 3	128	183
Corporate Project Support - 1	46	106
Corporate Project Support - 2	77	190
Corporate Project Support - 3	84	369
Intern/ Coop	38	71

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.25 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$0.25 per binding

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 and 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. 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 rates will be adjusted annually in February

375-22015

FNI_____