

PROFESSIONAL, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. PROFESSIONAL represents that all its employees who perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

- A. Services as further described in Exhibit "A".
- B. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by PROFESSIONAL under this Contract, and CITY may look solely to PROFESSIONAL for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. PROFESSIONAL acknowledges by the execution of this Contract that all contingencies known to PROFESSIONAL at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. PROFESSIONAL will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data PROFESSIONAL is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

ARTICLE IV. **TIME FOR COMPLETION**

The term of this Contract shall begin on the last date of execution of this Contract. PROFESSIONAL understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "A".

This contract shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless PROFESSIONAL submits a written request, and CITY approves such request in writing.

ARTICLE V. **REVISIONS OF SCHEMATIC DRAWINGS**

CITY reserves the right to direct substantial revision of the deliverables after acceptance by CITY as CITY may deem necessary and CITY shall pay PROFESSIONAL equitable compensation for services rendered for the making of any such revisions. In any event, when PROFESSIONAL is directed to make substantial revisions under this Section of the Contract, PROFESSIONAL shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to PROFESSIONAL undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the deliverables are required by reason of PROFESSIONAL's error or omission, then such revisions shall be made by PROFESSIONAL without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

It is expressly understood and agreed by PROFESSIONAL that any compensation not specified in Article II may require City Council approval and is subject to funding limitations.

ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER

PROFESSIONAL shall be available for conferences with CITY so that Project can be designed with the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to PROFESSIONAL all existing plans, maps, field notes, and other data in its possession relative to the Project. PROFESSIONAL may show justification to CITY for changes in design from CITY standards due to the judgement of said PROFESSIONAL of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision as to any changes after appropriate request by PROFESSIONAL.

ARTICLE VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, PROFESSIONAL shall immediately discontinue all services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, PROFESSIONAL shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay PROFESSIONAL promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by PROFESSIONAL, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. PROFESSIONAL shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to City which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. Professional shall be liable for any additional cost to complete the project as a result of Professional's termination of this Contract without cause.

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

Upon completion of PROFESSIONAL services and receipt of payment in full, the Project drawings, specifications, and other documents or instruments of professional services prepared or assembled by PROFESSIONAL under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. PROFESSIONAL shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the Project. PROFESSIONAL shall have no liability for

changes made to the drawings and other documents by other professionals subsequent to the completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the PROFESSIONAL making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE IX. **INSURANCE**

- A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL allow any subcontractor to commence work on its own subcontract 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. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of 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 PROFESSIONAL'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 \$1,000,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: PROFESSIONAL shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per occurrence.
- B. Each insurance policy to be furnished by PROFESSIONAL shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 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

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

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; and
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.

C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY's decision thereon shall be final.
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

D. PROFESSIONAL agrees to the following:

1. PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL;
3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL 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 PROFESSIONAL from liability;

4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X. MONIES WITHHELD

When CITY has reasonable grounds for believing that:

- A. PROFESSIONAL will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against PROFESSIONAL or CITY arising out of the negligence of the PROFESSIONAL or the PROFESSIONAL's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to PROFESSIONAL under this Contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to PROFESSIONAL, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

ARTICLE XI. NO DAMAGES FOR DELAYS

Notwithstanding any other provision of this Contract, PROFESSIONAL shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

ARTICLE XII. PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

In performing this Contract, PROFESSIONAL agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at

least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the PROFESSIONAL agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give PROFESSIONAL reasonable advance notice of intended audits.

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and PROFESSIONAL) specifically agree and contract that: (1) the Contract only affects matters/disputes between the Parties to this Contract, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or PROFESSIONAL or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or PROFESSIONAL.

ARTICLE XV.
SUCCESSORS AND ASSIGNS

CITY and PROFESSIONAL each bind themselves, their successors, executors, administrators and assigns to the other Party of this Contract and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Contract. Neither CITY nor PROFESSIONAL shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XVI.
PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, agents or PROFESSIONALS for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents prepared by said PROFESSIONAL, its employees, subcontractors, agents and PROFESSIONALS subject to §271.904 of the Texas Local Government Code.

ARTICLE XVII.
INDEMNIFICATION

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XVIII.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Contract and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE XIX.
INDEPENDENT CONTRACTOR

PROFESSIONAL covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that PROFESSIONAL shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and PROFESSIONALS; that the doctrine of respondent

superior shall not apply as between CITY and PROFESSIONAL, its officers, agents, employees, contractors, subcontractors and PROFESSIONALS and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and PROFESSIONAL.

**ARTICLE XX.
DISCLOSURE**

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she 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. PROFESSIONAL further agrees that he/she 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 XXI.
VENUE**

The Parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

**ARTICLE XXII.
ENTIRE CONTRACT**

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including Exhibit "A". In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

**ARTICLE XXIII.
APPLICABLE LAW**

This Contract is entered into subject to the Mansfield City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

**ARTICLE XXIV.
DEFAULT**

If at any time during the term of this Contract, PROFESSIONAL shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if

PROFESSIONAL shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other Parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has not therefore been paid to PROFESSIONAL hereunder, PROFESSIONAL shall be liable for and shall reimburse CITY for such excess.

**ARTICLE XXV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**ARTICLE XXVI.
NON-WAIVER**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**ARTICLE XXVII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. PROFESSIONAL shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the PROFESSIONAL has violated this section, this Contract shall be deemed terminated and PROFESSIONAL's further rights hereunder forfeited.

**ARTICLE XXIX.
CONSTRUCTION OF CONTRACT**

Both Parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Contract.

ARTICLE XXX.
NOTICES

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:	City of Mansfield Attn.: Raymond Coffman, P.E. 1200 E. Broad St. Mansfield, Texas 76063 (817) 276-4238
If intended for Professional, to:	Freese and Nichols, Inc. Attn: Nicholas Lester, PE, Principal 801 Cherry Street, Suite 2900 Fort Worth, Texas 76102 817-735-7300

ARTICLE XXXI.
PRIVATE LAND ENTRY

No entry onto any property of others by PROFESSIONAL on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until PROFESSIONAL has secured the landowners' permission to enter and perform such activities, and PROFESSIONAL shall hold CITY harmless from any and all damages arising from activities of PROFESSIONAL on land owned by others.

ARTICLE XXXII.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

PROFESSIONAL agrees to execute, simultaneously with this Contract, CITY's Verification and Certifications Required by Law form.

[Signature Page Follows]

EXECUTED this the ____ day of _____, 2025, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Raymond Coffman, P.E.
Director of Engineering Services

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
Freese and Nichols, Inc.

By: Nicholas Lester
Name: Nicholas Lester
Title: Principal

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Raymond Coffman, P.E., Director of Engineering Services of the City of Mansfield.

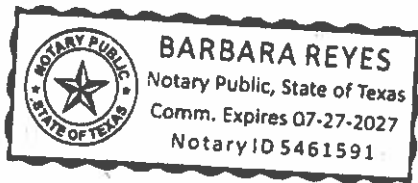
Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 31st day of December, ~~2025~~, by Nichols Lester, Principal of Freese and Nichols, Inc.
2024



Barbara Reyes
Notary Public in and for the State of Texas

EXHIBIT "A"

PROFESSIONAL ENGINEERING SERVICES

PROFESSIONAL was selected by the CITY to provide professional services for the 8-inch Sewer Line that crosses the Hogpen Branch Creek. The existing sewer line has become exposed due to erosion of the creek bottom. The project includes a route study of two options including realigning the sewer line to connect to the existing 12-inch sewer line along Country Club Dr. or to replace the existing sewer line with an aerial crossing. Following the route study, design of up to approximately 200 linear feet of sewer line. It also includes advertisement and bid phase services along with general representation for construction.

PROFESSIONAL shall assist the CITY with services associated with this Project related to special surveys, tests, test borings, or other subsurface investigations necessary to complete the Project. Such surveys, tests, and investigations shall be made only upon authorization by and at the expense of the CITY.

PROFESSIONAL shall determine the right-of-way and easement needs necessary for the construction of the project and furnish same to the CITY. The CITY and the CITY's surveying consultant shall provide the necessary land survey, Deed and Abstract Records search, right-of-way maps and descriptions of properties to be acquired.

CITY shall make available to PROFESSIONAL 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 this Project.

CITY, through its surveying contractor, shall perform the necessary field surveys for the Project and deliver them to PROFESSIONAL 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. PROFESSIONAL shall not be held liable for the accuracy of survey data. However, any question regarding the data shall be brought to the attention of CITY.

CITY, through its surveying contractor, 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 PROFESSIONAL beyond that identified in this Exhibit.

PROFESSIONAL to provide Level B SUE. PROFESSIONAL to provide pothole exhibit with northings and eastings for the City to engage its surveying contractor to stake pothole locations and CITY to complete potholing of up to 5 locations with Level A SUE coordination with surveying consultant and PROFESSIONAL.

I. BASIC SERVICES

PHASE 1 – DESIGN

Upon written notice to proceed from the CITY, design the features associated with this project. The design shall include the following.

- A1. Project Management: FNI shall coordinate internally and also with the CITY for successful project initiation, planning, execution, monitoring/controlling and closeout. FNI shall manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:
 1. Consult with the CITY: to review the scope of services, verify the CITY'S requirements for the Project and to review available data.
 2. Monthly Invoicing: FNI will prepare and submit monthly invoices to the CITY for payment in accordance with Attachment CO.
 3. 1-Page Monthly Reports: FNI will prepare and submit monthly status reports to the CITY with FNI's monthly invoice. Monthly status reports will comprise a one-page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
 4. Quality Assurance/Quality Control: FNI will develop and implement a QA/QC plan for the work.
 5. Attend up to twelve (12) bi-weekly virtual meetings with the City during the design phase of the project.

- A2. Route Study (From the existing manhole on the west side of Hogpen Branch Creek to connect to the existing 12-inch sanitary sewer along Country Club Dr. or replace the existing 8-inch sewer line with an aerial crossing):
 1. Conduct kick-off Meeting to consult with the CITY:
 - a. Review the scope of services.
 - b. Verify CITY's requirements for the Project.
 - c. Review available data.
 - d. Advise CITY as to the necessity of CITY's providing or obtaining data or services from others and assist CITY in coordination with any such services.
 2. Conduct a site visit to evaluate up to two (2) route for the sewer line.
 3. Evaluate the feasibility of the potential route, easement requirements, design and construction schedule, and probable construction cost associated with each alternative.
 4. Evaluate the impact of new sewer lines on existing utilities, streets, highways, driveways, traffic and determine appurtenances, and permanent and construction easement requirements.
 5. Prepare a preliminary route study memorandum with a schematic layout of a maximum of two alternative sewer main alignments with appropriate GIS exhibits to indicate the recommended alignment to the CITY, pipe material alternatives, recommended permanent and temporary construction easement requirements, feasibility and impacts of sewer line

being within roadway, final design criteria, updated design and construction schedule and setting forth FNI's opinions of probable construction costs for the Project.

6. Provide one (1) PDF to CITY.
- A3. Prepare applications for routine permits for TCEQ Approval. It is anticipated there are no road crossing permits as it is a City owned road. Environmental and United States Army Corp of Engineers (USACE) permitting are included as Special Service in Article II. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
- A4. Furnish such information necessary for CITY to conduct coordination to utility companies whose facilities may be affected, or services may be required for the Project. Provide site civil design of the facility sites to support the electric utilities site requirements, including site grading, roads, underground duct banks, and equipment pads if necessary. Easements for utilities companies will be provided as a Special Service.
- A6. Design Milestones: Design submittals shall be provided by FNI to the CITY at 30%, 60% and 90%. The 30% submittal shall consist of plan only drawings, KMZ/KML file updated schedule, and updated opinion of probable construction costs. The 60% design submittal shall consist of drawings, KMZ/KML file updated schedule, and updated opinion of probable construction costs. 90% submittal shall include construction drawings, specifications, contract documents, bid proposal, updated schedule, and updated opinion of probable construction costs. Digital copies of these items shall be submitted to the CITY at each of the submittal dates. Drawings will be in 11"X17" format.

Project sheet list will include:

- a. Cover
 - b. Index, Vicinity Map and General Notes
 - c. Overall Horizontal Control Plan (1)
 - d. Sanitary Sewer Line Plans (1)
 - e. Erosion/Sediment Control Details (1)
 - f. Traffic Control Plan (1)
 - g. City Standard Details
- A7. Design Scope: Provide pipeline drawings and specifications. Pipeline drawings will include plan and profiles on 11- x 17-inch paper size at one-inch equals 40 feet horizontal scale and one-inch equals eight feet vertically. Prepare general notes for Contractor's preparation of erosion control details. Prepare general notes for Contractor's preparation of traffic control plans. Incorporate standard details from the City and prepare special details as necessary.
 - A8. Meetings with City
 1. Meetings

FNI team will meet with CITY for a maximum of one (1) in-person meeting to review technical memorandums and discuss comments.

FNI to meet with CITY in-person at each design milestone (30%, 60% and 90%) to review comments and discuss design components.

- A9. TCEQ Submittal: Submit signed/sealed plans to TCEQ for compliance verification.
- A10. Bid Set of Plans: Provide digital copy of signed and sealed plans, specifications, contract documents, and bid proposals for one construction contract to complete this project. Preparation of plans, specifications, contract documents, and bid proposals for additional construction contracts will be an additional service.

PHASE 2 – BID OR NEGOTIATION PHASE

Upon completion of the design services for the project and approval of bid drawings and specifications by the CITY, FNI will proceed with the performance of services in this phase as follows:

- A1. Assist CITY in Securing Bids: The CITY will set up the projects on CivCast to distribute the bid documents to prospective bidders and plan rooms. FNI to assist with soliciting bids from preferred Contractors. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by the Engineer except as indicated below.
- A2. Respond to Bid Phase Questions: Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- A3. Qualification Review: Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
- A4. Recommendation of Award of Contract: Recommend award of contracts or other actions as appropriate to be taken by CITY.
- A5. Prepare Construction Contract Documents: Assist CITY in the preparation of the Construction Contract Documents. 2 conformed 11”X17” drawings are assumed for the Contractor. PDF’s of the contract documents will also be prepared.

PHASE 3 – CONSTRUCTION PHASE

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect CITY in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts

or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI standards are used, the CITY agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

- A1. Review of Various Construction Submittals: Review contractor's submittals (up to 10), including, requests for information (up to 5), modification requests such as change orders or field orders (up to 1), record data (up to 5) and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- A3. Construction Meetings and Site Visits: Attend two (2) construction meetings and make three (3) site visits to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Monthly construction and site visits will occur on the same day. In this effort FNI will endeavor to protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CITY. Construction progress meetings are not included in these services. Meeting and Site Visits in excess of the specified number are an additional service.
- A4. Notify Contractor of Non-Conforming Work: Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- A5. Interpret Drawings and Specifications: Interpret the drawings and specifications for CITY and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- A6. Change Orders: PROFESSIONAL to review change order costs and conformance to intent and standards. CITY to prepare and process the paperwork. Documentation of field orders (up to 2), where cost to CITY is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the CITY are an additional service. Substitutions of materials or equipment or design modifications requested by the CITY are an additional service. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of information submitted by the contractor or available in project

documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

- A7. Conduct, in company with CITY's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the CITY in obtaining legal releases, permits, warranties, and spare parts from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
- A8. Record Drawings: Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. A digital PDF of the final record drawings will be provided.

II. SPECIAL SERVICES

PHASE 4 – ENVIRONMENTAL REVIEW

1. Compile Information

FNI will assemble data such as aerial photos, U.S. Geological Survey (USGS) topographic maps, U.S. Department of Agriculture (USDA) soil information, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) data, USGS National Hydrography Dataset (NHD) information, and the project area in digital format for the development of field maps and to upload to a Global Positioning System (GPS) unit.

2. Site Visit

Once the Limits of Construction (LOC) have been defined, FNI environmental scientists will conduct a pedestrian survey of the proposed LOC. Potential waters of the U.S. (WOTUS), such as relatively-permanent streams, wetlands, or open waterbodies, will be documented and the boundaries of these features will be mapped with a GPS capable of sub-meter accuracy. The jurisdictional boundaries of wetlands will be delineated based on the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0). FNI scientists will also assess the proposed LOC to determine if potential habitat for federally listed threatened or endangered species is present and investigate structures within and near the project area which may qualify as historic age structures.

3. Permitting Memorandum

FNI environmental scientists will review the plans with the design team and develop a technical memorandum documenting the result of the site visit, and if the project has been designed to meet the terms and conditions of a Nationwide Permit (NWP) without the preparation and submittal of a Pre-construction Notification (PCN) to the USACE. If the project is determined to require a PCN, it can be provided as an additional service. Since the project would be designed to affect less than five acres and disturb less than 5,000 cubic yards, coordination with the Texas Historical Commission (THC) is not required and the technical memorandum will discuss potential impacts to historic resources. If the project is determined to require a letter to the THC, it can be provided as an additional service.

4. Project Team Coordination

FNI environmental scientists will coordinate with the project team (design team and CITY) on the results of the site visit and pre-application meeting and provide environmental permitting input into the design.

PHASE 5 – GEOTECHNICAL ENGINEERING

Task 1 – Field Exploration

The field exploration will include two borings, one on each side of the creek. The following Table 1 presents boring numbers and depths.

Table 1. Proposed Borings for Country Club Sewer Line

Boring	Depth, feet
B-2401	40
B-2402	40

Select and mark two (2) boring locations, one on each side of the creek channel, and notify Texas 811, appropriate CITY department(s) and other agencies to request location and marking of existing underground utilities prior to the field exploration. The boring on the west side of the creek behind Tom Thumb may need to be moved to the pavement requiring minor traffic control and concrete coring if a location in the grass is not accessible.

Subcontract with a geotechnical drilling contractor to drill a total of 2 borings to depths shown in Table 1. Samples will be collected intermittently using augers and either split-spoon or tube samplers. Rock and rock-like materials will be tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings, and pavement borings will be patched with concrete to match the existing pavement thickness.

Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

Task 2 – Laboratory Testing

Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.

Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:

- i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
- ii. Moisture content
- iii. Dry unit weight
- iv. Unconfined compressive strength
- v. Overburden Swell

Task 3 – Engineering Analysis

Prepare a report of the geotechnical investigation to include:

- a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
- b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
- c. General discussion of expected construction related issues.

Task 4 – Design

Time for coordinating and discussions with the design team during project plan development have not been included within the geotechnical budget. It is assumed that a line item for coordination time will be included in the budget for design.

III. 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:

1. Attend pre-bid meeting and bid opening meeting.
2. Prepare bid tabulation.
3. Attend the pre-construction meeting.

4. Surveying.
5. Retaining wall and stormwater design.
6. Pay application review, certified test reports, and schedule review.
7. Conduct pre-construction conference.
8. Land acquisition services.
9. Construction materials testing.
10. Public Involvement activities including Public Meetings, Council meetings, newsletters and web site activities.
11. Field surveying required for the preparation of designs and drawings.
12. Services for construction materials testing outside of what is specified in the scope of services.
13. Field layouts or the furnishing of construction line and grade surveys.
14. GIS mapping services or assistance with these services.
15. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
16. 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.
17. Revising 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.
18. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
19. 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.
20. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

21. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
22. Preparing Operation and Maintenance Manuals or conducting operator training.
23. 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.
24. Furnishing the services of a full time Resident Project Representative to act as CITY's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for CITY against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Phase 3-Construction Phase and Attachment RPR.
25. 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).
26. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
27. 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.
28. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
29. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
30. 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.
31. Services required to resolve bid protests or to rebid the projects for any reason.
32. 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.

33. Adding metering equipment to the project.
34. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
35. Providing services after the completion of the construction phase not specifically listed in Article I.
36. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
37. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
38. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
39. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
40. Provide follow-up professional services during Contractor's warranty period.
41. Preparation of a request for a pre-application meeting and a pre-construction notification (PCN) application to the USACE.
42. Preparation of a formal written request to the USACE for authorization under a letter of permission (LOP) procedure or a standard individual Section 404 permit application.
43. Preparation of an Approved Jurisdictional Determination (AJD) or No Permit Required Letter Request from the USACE.
44. Preparation of a coordination letter to the Texas Historical Commission.
45. Tree survey and preparation of a permit application for compliance with CITY tree ordinance requirements.
46. Preparation of a National Environmental Policy Act (NEPA) Categorical Exclusion (CE), Environmental Information Document (EID), Environmental Assessment (EA), or an Environmental Impact Statement (EIS).
47. Preparation of a Texas Parks and Wildlife Aquatic Resource Relocation Plan.
48. Application to Texas Commission on Environmental Quality (TCEQ) for individual 401 Water Quality Certification.
49. Freshwater mussel surveys.
50. Presence/absence surveys for state or federally listed threatened/endangered species.

51. Preparation of a Biological Assessment for Consultation/Conference with the U. S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act.
52. Preparation of a Hazardous Waste Regulatory Records Review, a Hazardous Materials Initial Site Assessment (ISA), Phase I, or Phase II Environmental Site Assessment (ESA).
53. Preparation of a National Pollution Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP).
54. Cultural resources survey by a professional archeologist.
55. Expert representation at legal proceedings or at contested hearings.
56. Meetings, field investigations, analysis, or consultation with the USACE or other resource agencies, including respond to public or regulatory agency comments except as specifically noted in this scope of services.
57. Other environmental services not specifically defined in this scope of services.
58. Additional exploratory drilling and associated laboratory testing due to soft or loose soil conditions, depth of rock, or other unexpected site conditions.
59. The use of an all-terrain drilling rig.

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 Freese and Nichols:

Designate in writing a person to act as CITY of Mansfield'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 of Mansfield's policies and decisions with respect to Freese and Nichols' services for the Project.

Provide all criteria and full information as to CITY of Mansfield's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City of Mansfield will require to be included in the plans and specifications.

Assist Freese and Nichols by placing at Freese and Nichols' disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

Arrange for access to and make all provisions for Freese and Nichols to enter upon public and private property as required for Freese and Nichols to perform services under this Agreement.

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Freese and Nichols, obtain advice of an attorney, insurance counselor and other

consultants as City of Mansfield deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Freese and Nichols.

Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City of Mansfield may require or Freese and Nichols may reasonably request with regard to legal issues pertaining to the Project.

Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

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.

Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit A, Article II of this AGREEMENT or other services as required.

Bear all costs incident to compliance with the requirements of this Article IV.

V. DESIGNATED REPRESENTATIVES:

Engineer and City designate the following representatives:

City's Designated Representative – Mr. Raymond Coffman, P.E., City Engineer, 1200 E. Broad St. Mansfield, Texas 76063; telephone (817) 276-4238; fax (817) 447-1416; and e-mail Raymond.coffman@mansfield-tx.gov

Engineer's Project Manager – Ashley Carter, P.E., 101 S. Locust St., Suite 202, Denton, Texas 76201; telephone (940) 215-5441; fax (817) 735-7492; and e-mail Ashley.carter@freese.com.

Engineer's Accounting Representative – Misty Ballard, 801 Cherry St., Suite 2800, Fort Worth, Texas 76102; telephone (817)735-7298; fax (817)735-7290; and e-mail misty.ballard@freese.com

PAYMENT FOR SERVICES

Total Proposed Fee = \$134,114

Total Phase 1 Design Phase Cost (CPM) = \$81,762

Total Phase 2 Bid Phase Cost (CPM) = \$6,094

Total Phase 3 Construction Phase Cost (CPM) = \$15,835

Total Phase 4 Environmental Services Phase Cost (CPM) = \$9,418

Total Phase 5 Geotechnical Services Phase Cost (CPM) = \$21,005

Progress payments shall be made monthly upon receipt of an invoice from PROFESSIONAL outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for services performed during the period in accordance with the standard hourly rates described in "Exhibit A".

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Three Thousand Six Hundred Ninety One Dollars (\$103,691).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Thirty Thousand Four Hundred Twenty Three Dollars (\$30,423).

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	98	195
Professional 2	132	214
Professional 3	150	327
Professional 4	173	357
Professional 5	255	387
Professional 6	259	480
Construction Manager 1	128	180
Construction Manager 2	132	222
Construction Manager 3	165	222
Construction Manager 4	192	289
Construction Manager 5	229	338
Construction Manager 6	304	402
Construction Representative 1	87	102
Construction Representative 2	102	132
Construction Representative 3	139	210
Construction Representative 4	139	210
CAD Technician/Designer 1	94	135
CAD Technician/Designer 2	113	222
CAD Technician/Designer 3	147	282
Corporate Project Support 1	79	177
Corporate Project Support 2	90	259
Corporate Project Support 3	113	375
Intern / Coop	60	105

Rates for In-House Services and Equipment

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

OTHER DIRECT EXPENSES:

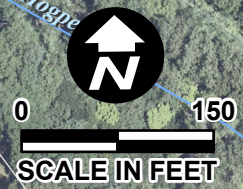
Other direct expenses are reimbursed at actual cost times a multiplier of 1.00. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

DRAFT FIGURE 1 CITY OF MANSFIELD GRAVITY MAIN FAILURE

LEGEND

- █ Failing Gravity Main
- █ 8" and Smaller Wastewater Line
- █ 10" and Larger Wastewater Line
- █ 8" and Smaller Water Line
- █ 10" and Larger Water Line
- Manhole
- ~ Stream
- Parcel



Created By Freese and Nichols, Inc.
 Job No.: MAN23200
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 Updated: Wednesday, September 4, 2024 11:02 AM
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