

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Mansfield, Texas (City) and Freese and Nichols, Inc. (FNI). The parties may be referred to individually herein as Party or collectively as the Parties. In consideration of FNI providing professional services for City and City utilizing these services, the Parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as the design and implementation of a City of Mansfield Future Land Use Plan (Project).
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services under this Agreement for Basic Services a lump sum fee of \$249,800.00 and Special Services a not to exceed fee of \$25,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is December 5, 2022.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other Party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF MANSFIELD, TEXAS

By: _____


Name: _____

Title: _____

Date: _____

Attest: _____

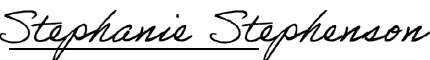
FREESE AND NICHOLS, INC.

By:  _____

Name: Wendy Bonneau, FAICP

Title: Vice President

Date: December 8, 2022

Attest:  _____

**SCOPE OF SERVICES
CITY OF MANSFIELD FUTURE LAND USE PLAN**

Task 1: Project Management

Approximate Cost: \$14,200

Perform general project management, including scheduling, budgeting/accounting, team coordination, monthly reporting, and similar efforts. This task also includes high-level quality assurance reviews.

Task 2: Engagement and Meetings

Approximate Cost: \$123,000

It is envisioned that the consultant team will work with a Comprehensive Plan Advisory Committee (CPAC) during the plan's development. The CPAC will be a cross-section of the community, anticipated to include residents, business owners, elected/appointed officials, and other community leaders.

FNI will lead the following engagements:

- Biweekly calls with City Staff (up to 24)
- Project kick-off call with City Staff (1)
- Stakeholder meetings (1 day virtual)
- City Staff charrette (up to 4 hours)
- City Council and/or P&Z meetings (up to 3)
- Comprehensive Plan Advisory Committee (CPAC) meetings (up to 7)
- Community Open House engagements (up to 2 in-person events plus 2 simultaneous virtual engagements)

The following engagements assume the arrangements noted below:

- Engagements #1 (CPAC Kick-off), #2 (Joint Workshop), and #3 (Open House) occur during the same calendar week
- Engagement #4 (Special Area Plan Stakeholders) is conducted virtually
- Engagements #7 and #8 occur during the same calendar week

FNI will also support with the following additional engagement efforts:

- Develop advertising materials (e.g., flyers) for the Open House engagements that the City can share via social media or other communication methods
- Develop and maintain a project website
- Develop project branding (including title, logo, and color scheme)

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PROJECT SCHEDULE

Major Engagements	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Interactive Website	■	■	■	■	■	■	■	■	■	■	■	■
Biweekly Coordination	■	■	■	■	■	■	■	■	■	■	■	■
Engagement #1: CPAC Kick-Off, Snapshot Review, SOAR	■											
Engagement #2: Joint Workshop* on Guiding Principles	■											
Engagement #3: Open House Listening Session	■											
Engagement #4: Stakeholder Discussions on each Special Area	■											
Engagement #5: CPAC Goal Refinement		■										
Engagement #6: CPAC Concepts Feedback				■								
Engagement #7: CPAC Land Use Strategies Refinement						■						
Engagement #8: CPAC Land Use Mapping Refinement						■						
Engagement #9: CPAC Special Area Plan Refinement							■					
Engagement #10: CPAC Plan Final Review and Recommendation								■				
Engagement #11: Open House Feedback on Draft Plan										■		
Engagement #12: Joint Workshop* on Draft Plan											■	
Engagement #13: Joint Public Hearing												■

*Joint workshops may include the Planning & Zoning Commission, City Council, CPAC, Economic Development Corporation, Parks and Recreation Advisory Board, and/or other entities as determined by City Staff.

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Task 3: Community Snapshot

Approximate Cost: \$15,000

1. Existing Demographics and Population Trends

- Data will include population, age, sex, race, ethnicity, education, median household income, and median home value
- Demographic data will be based on the most recent U.S. Census American Community Survey data available at the time of Notice to Proceed

2. Planning Context Analysis

- Past and ongoing planning efforts conducted by the City
- Regional initiatives affecting the City's planning

3. Existing Land Use

- Map-based analysis of types of land use (color-coded by category) and quantified by acres
- Discussion of existing development patterns and land use relationships, both opportunities and constraints

4. Physical Features

- Map-based analysis of existing natural and constructed constraints including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other physical implications that impact growth and development

Task 4: Guiding Principles

Approximate Cost: \$5,000

Guiding principles are broad, overarching themes and a lens to view the plan's development. The plan is anticipated to include approximately three to five principles. These principles will be established at the Joint Workshop (Engagement #1). This process will reference the City's True NORTH principles and focus on how the True NORTH principles can be reflected in the plan. This activity will also include discussion regarding quantifiable outcomes for each principle, which will be used in the Performance Measures.

- Examples: Ensure fiscal responsibility; Protect the natural environment; Be an inclusive community

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Task 5: Future Land Use Plan

Approximate Cost: \$33,100

1. Emerging Trends Discussion

This section will include a summary of emerging planning trends applicable to Mansfield's land use planning efforts, such as mixed-use development and New Urbanism concepts, urban design, fiscal impacts of various development types, life-long neighborhoods and alternative housing types, 15-Minute Cities, Biophilic Cities, incremental redevelopment, transfer of development rights, and low-impact development.

2. Future Land Use Map and Categories

The Future Land Use Map will follow the following rounds of revisions:

- Conceptual City Staff review draft
- Conceptual CPAC review draft
- City Staff review draft
- CPAC review draft
- Open House review draft
- Public hearing consideration drafts
- Final adopted map

The Future Land Use Plan will depict color-coded land uses within the City's planning area. This section will include the definition and discussion of future land use types, including any new land use types that may be applicable within the planning area. Discussions will include associated character guidelines and preferred locations. Land use projections by acreage will be calculated. Land use projections will depict the acreage by land use type as reflected within the Future Land Use Plan Map.

3. Future Land Use Goals and Strategies

Each Future Land Use category grouping will include a set of goals and strategies specific to those categories. Strategies are implementable actions or policies, and all strategies will fall under identified goals.

4. Population Projections and Ultimate Capacity Estimates

FNI will develop a new projected growth rate and population projections for the City based upon historical growth patterns and future growth considerations, derived from FNI expertise and other professional sources, such as the Texas Water Development Board and NCTCOG. Ultimate capacity will be estimated based on existing population characteristics (i.e., person per household, occupancy rates), vacant land within each land use category, and recommended densities for each residential land use category.

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Task 6: Special Area Plans

Approximate Cost: \$45,700

The following five (5) Special Areas Plans (SAP) will be developed in conjunction with the Future Land Use Plan. Each SAP will include a high-level analysis of opportunities for future investment and a set of goals and strategies that supports the land use plan.

- **Downtown District:** The Downtown District is an already established area with an existing plan (Mansfield Downtown Development Strategies) and zoning district (D, Downtown District). This SAP is anticipated to focus on potential infill and redevelopment strategies that supplement the previous efforts, including an analysis of existing building stock and opportunities presented based on that analysis. This SAP will also include discussion on TOD development and strategies within the Downtown District.
- **Entertainment District:** The Entertainment District is located east of Texas 360 and north of the future extension of Lone Star Road, and is anticipated to incorporate entertainment-oriented land uses. This SAP will include conceptual-level planning (i.e., not block-specific) that could help inform the development of a future regulating plan. This SAP will also focus on recommendations related to edges/transitions providing appropriate and compatible transitions between the district and adjacent development and key intersections. Recommendations will be formulated to tie back to and integrate with the City's other planning efforts, including the Form-based Development District (SOMA) and Design Guidelines, as applicable. FNI will provide recommendations regarding design guidelines and feedback on the City's existing architectural pattern book for this area.
- **Innovation District:** The Innovation District is located generally along Heritage Parkway east of US 287, and is anticipated to incorporate a mix of technology and bio-medical research and manufacturing land uses. This SAP will include conceptual-level planning (i.e., not block-specific) that could help inform the development of a future regulating plan. This SAP will also focus on recommendations related to edges/transitions providing appropriate and compatible transitions between the district and adjacent development and key intersections. Recommendations will be formulated to tie back to and integrate with the City's other planning efforts, including the Form-based Development District (SOMA) and Design Guidelines, as applicable. FNI will provide recommendations regarding design guidelines and feedback on the City's existing architectural pattern book for this area.
- **Western Promise:** The Western Promise District is generally located west of the Downtown District between the north and south city limits to the western edge of Mansfield. This area is envisioned to incorporate Traditional Neighborhood Development (TND) and housing variety while protecting and featuring the natural environment; an example of appropriate development for this area includes the upcoming Starlin Ranch development. Recommendations will focus on appropriate development types and investment strategies.
- **Extraterritorial Jurisdiction (ETJ):** The ETJ is generally located to the west and south of the City limits. The ETJ is anticipated to incorporate a blend of Traditional Neighborhood Development

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(TND) and large lot residential development; an example of appropriate development for this area includes the Serenbe development outside of Atlanta, GA, which is an innovative conservation/cluster development that focuses on preserving the natural environment. This SAP is intended to establish policies and appropriate development types that would be appropriate in this area.

Task 7: Implementation Plan

Approximate Cost: \$9,600

1. Implementation Matrix

The Implementation Plan will be structured into a coordinated action program so that City leaders, staff, and other decision-makers can easily identify the steps necessary to achieve the vision for the City that is described within the plan. The Implementation Matrix will outline the plan's recommended strategies along with the anticipated timeline for initiation, approximate cost range, and mechanism for implementation. This Matrix will serve as City Staff's "checklist" for implementing the plan.

2. Performance Measures

The plan will also include performance measures that are tied to Mansfield's True NORTH principles and the Guiding Principles established at the beginning of this process. These performance measures focus on the long-term outcomes and answering the question, "are we achieving the results that we wanted to see?".

- Examples: Percentage of households paying more than 30% of their household income toward housing; Percentage of homes within a 10-minute walk to a park; Walkscore ratings

Task 8: Deliverables

Approximate Cost: \$4,200

FNI will provide the final deliverable in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final plan document will be provided to the City. The plan will be prepared in Microsoft Word. All mapping created will use ESRI's ArcGIS software and other necessary rendering software. It is assumed that the City will provide all necessary base mapping data in compatible electronic format in order to generate necessary mapping. Please note that any hard copy deliverables are included in the Additional Services task.

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Task 9: Additional Services

Maximum Authorized Cost: Up to \$25,000

This scope includes the following Additional Services, which will only be provided and invoiced as directed by the City. If the following services are not requested, no cost will be charged to the City. Additional services must be authorized in writing by the City.

- **Graphic Renderings:** FNI can provide high quality 3D illustrations as requested by the City. The cost varies depending on the perspective and size of the site. For estimation purposes, the cost ranges from approximately \$12,500 for three illustrations to \$22,500 for six illustrations.
- **Additional In-Person Meetings:** FNI will conduct project meetings as directed by City Staff in addition to the herein scoped meetings that will be billed hourly, including meeting time, preparation, travel, and any associated expenses.
- **Hard Copy Deliverables:** FNI will provide hard copy deliverables as requested by City Staff. Exact cost will vary based on page count and formatting (but typically ranges between \$125-\$175 per copy).
- **Display Boards:** These freestanding display boards can be posted at City events or key locations to collect community input at locations convenient to the general public. Cost varies based on complexity, style, and number of boards.

City Staff Responsibilities

FNI requests that City Staff fulfill the following responsibilities through the development of this plan:

1. Provide the materials included in FNI's data request, as available
2. Provide one set of consolidated, consistent comments on submitted review drafts
3. Secure all meeting facilities
4. Send printed or electronic communications to the public
5. Maintain all communications with the CPAC and other elected/appointed officials

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the Party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will 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. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof. The City shall have no obligation to indemnify FNI in the event FNI discovers and fails to notify the City of such defects or omissions.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

FNI shall provide City with evidence of such coverages in a form which is acceptable to City. Such policies shall name City, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against City.

5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly. FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services

to City and in acceptance of the Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving seven (7) days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

7. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
8. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either Party upon ten (10) days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The Parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI

accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

11. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
12. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY TEX. LOC. GOV'T CODE SEC 271.904, FNI AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, REASONABLE ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE FNI'S NEGLIGENT PERFORMANCE UNDER THIS AGREEMENT.
13. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one Party to this Agreement may include the other Party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

16. **INDEPENDENT CONTRACTOR.** In performing the services under this Agreement, FNI is acting as an independent contractor. No term or provision hereof shall be construed as making FNI the agent, servant, or employee of CITY or as creating a partnership or joint venture relationship between FNI and CITY.
17. **ANTI-BOYCOTT VERIFICATIONS.** FNI hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas

Government Code, and to the extent such section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. For purposes of this paragraph, FNI understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with FNI and exists to make a profit.

18. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** FNI represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes FNI and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. For purposes of this paragraph, FNI understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with FNI and exists to make a profit.
19. **FOSSIL FUELS BOYCOTT VERIFICATION.** As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, FNI hereby verifies that FNI, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.
20. **FIREARMS DISCRIMINATION VERIFICATION.** As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, SB 19), as amended, FNI hereby verifies that FNI, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Forty Nine Thousand Eight Hundred Dollars (\$249,800).

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 Twenty Five Thousand Dollars (\$25,000).

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

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	74	130
Professional 2	97	152
Professional 3	93	212
Professional 4	146	220
Professional 5	174	310
Professional 6	188	367
Construction Manager 1	92	119
Construction Manager 2	80	153
Construction Manager 3	117	144
Construction Manager 4	137	188
Construction Manager 5	170	237
Construction Manager 6	209	266
Construction Representative 1	75	77
Construction Representative 2	77	84
Construction Representative 3	88	141
Construction Representative 4	101	161
CAD Technician/Designer 1	61	128
CAD Technician/Designer 2	99	148
CAD Technician/Designer 3	130	188
Corporate Project Support 1	50	104
Corporate Project Support 2	66	165
Corporate Project Support 3	105	246
Intern / Coop	44	75

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) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. 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 2022.