

PROFESSIONAL SERVICES AGREEMENT

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This Agreement is entered into by City of Shawnee, Oklahoma (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as **Clearpond Road – Culvert Replacement**.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment A – Scope of Services and Attachment D – Clients Responsibilities which are attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all Basic professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$64,450. Client agrees to pay FNI for all Special professional services rendered under this Agreement for time and materials in accordance with Attachment C – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services under this Agreement for a not to exceed fee of \$29,560. This brings the total contract fee to \$94,010.
- 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 Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Oklahoma. Venue of any legal proceeding involving this Agreement shall be in Oklahoma County, Oklahoma.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is 5/8/2023.

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

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

CITY OF SHAWNEE, OKLAHOMA

By: DocuSigned by:
Andrea Weckmueller-Behringer
Name: 312F137F2FCA4E8...
Andrea Weckmueller-Behringer
Title: City Manager
Date: 5/16/2023

Attest: DS
DocuSigned by:
Lisa Lasyone
C9FE8965F5804E1...



FREESE AND NICHOLS, INC.

By: Brandon Huxford
Name: Brandon Huxford
Title: Principal/Vice President
Date: 5/4/2023

Attest: Jennifer Wasmger

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.
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:

Commercial General Liability

\$2,000,000 General Aggregate

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Workers' Compensation

As required by Statute

Professional Liability

\$3,000,000 Annual Aggregate

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. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **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 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.

8. **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.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 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.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. 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. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the City is named as an indemnified party.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.

Attachment A, Scope of Services Clearpond Road – Culvert Replacement

The scope set forth herein defines the work to be performed by FNI in completing the project. Both the Client and FNI have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

The project objective is the design of a culvert replacement structure along Clearpond Road, approximately 1,500 feet west of SH-102. The project will include construction of a concrete box structure and the reconstruction in-kind of a two-lane asphalt roadway. The proposed box structure will have, at minimum, equivalent flow area to the existing 2–60-inch corrugated metal pipes (CMP's). The proposed structure will be sized using available Stream Stats data and conceptual drainage area delineation and sizing with HY-8 as a check to determine whether the existing CMP's are sized appropriately. Environmental permitting and documentation are assumed to not be needed for this project. Geotechnical investigations will be performed to determine the appropriate level of stabilization for the structure. Geotechnical and structural design will be performed to design the proposed structure and/or its support structure. It is assumed the Client will provide construction inspection services. This contract does not include hydrologic/hydraulic modeling. Topographic survey will be performed but easement and document generation are not included as part of this contract as it appears that improvements will be within present R/W.

WORK TO BE PERFORMED

Basic Services

- Task 1. Conceptual Design (30%)
- Task 2. Final Design (90% & Final)
- Task 3. Bid Phase
- Task 4. Record Drawings

Special Services

- Task 5. Construction Phase
- Task 6. Survey
- Task 7. Geotechnical Exploration
- Task 8. Additional Services

BASIC SERVICES

TASK 1. CONCEPTUAL DESIGN (30%).

The Conceptual Design shall be submitted to the Client per the approved Project Schedule.

The purpose of the conceptual design is for FNI to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the Client's endorsement of this concept.

FNI will develop the conceptual design for the culvert replacement as follows.

1.1. Data Collection & Assessment

- In addition to data obtained from the Client, FNI will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. FNI will also identify and seek to obtain data for existing conditions that may impact the project including; utilities, City Master Plans, and property ownership information.
- Site Visit – FNI will perform a site visit to verify survey data collected for the location of above ground appurtenances, drainage patterns and infrastructure, current issues, and other site-specific existing conditions.
- FNI will perform a Quality Assurance review of the various subconsultant's work products and will assess factors that contributed or may have contributed to the failure of the existing crossing, such as the pipe material, subgrade conditions, corrosion, etc.

1.2. The Conceptual Design package shall include the following:

- Design Recommendation Memo that will outline the conceptual recommended foundation design of proposed RCB for approval by the Client. It will also discuss the contributing factors for the failure of the existing crossing and measures that are recommended to mitigate the potential for a similar failure of the reconstructed crossing. The purpose of the memo is to get approval for design concept prior to proceeding with detailed design.
- Proposed typical sections which outline the proposed improvements. Typical sections shall include existing and proposed R/W and existing and proposed lane widths.
- Develop a project horizontal and vertical layout of the proposed roadway and culvert.
- Evaluate needed headwall geometry and modifications to existing drainage infrastructure to convey positive drainage adjacent to the proposed roadway and structure. Hydrology and Hydraulic storm calculations will not be performed with this contract and culvert sizing is to be based on available Stream Stats data and conceptual drainage area delineation and sizing using HY-8. Proposed culvert size will be an ODOT Standard detail size. A brief summary of the design process will be added to the above mentioned Design Recommendation Memo.
- Develop conceptual cross-sections to determine construction tie-back limits.

- 30% Conceptual plans to include:
 - Title Sheet
 - Typical Sections
 - Roadway Plan and Profile sheets
 - Culvert Plan and Profile sheets
 - Conceptual Cross Sections
 - Estimate of probable construction cost
- 1.3. Submit the half-size (11x17) plan set, and Construction Cost Estimate to Client.
- 1.4. Attend meeting with Client to review the Conceptual Plan comments (1 meeting)

ASSUMPTIONS

- Attend Meeting with Client to review Conceptual Plan comments for Plan-in-hand meeting (1 meeting)
- Plans will be developed per ODOT Standards and Specifications.
- Utility Coordination will be handled by the Client using the Conceptual plan submittal showing the relative location of below ground utilities.
- Environmental Services are assumed to not be needed as part of this project. FNI performance of environmental services can be added through amendment.

DELIVERABLES

- A. Design Recommendation Memo (digital PDF)
- B. Conceptual Plans (digital PDF)
- C. Opinion of Probable Construction Cost (OPCC)

TASK 2. FINAL DESIGN (90% & FINAL)

Final plans shall be submitted to the Client per the approved Project Schedule. Following discussion and approval of the Preliminary Design through the 30% working submittal, FNI will develop the Final design of the infrastructure as follows:

- 2.1. Development of 90% Design Drawings shall include the following:
- Updated Roadway Typical Sections to include dimensions and slope annotations
 - Updated horizontal and vertical project geometry based on Client desired adjustments
 - Advance roadway and culvert plan and profile sheets to include TOC/TOS, contours, and other pertinent plan information.
 - Develop geotechnical/structural detailing for the chosen stabilization method.

- Develop detailed project grading plan denoting limits of construction with major and minor contour labels.
 - Miscellaneous details
 - 90% Plans to include:
 - Title Sheet
 - General Notes
 - Pay Quantity Summary and notes
 - Horizontal Control
 - Typical Sections
 - Removal Sheets
 - Roadway Plan and Profile sheets
 - Culvert Plan and Profile sheets
 - Cross-sections
 - Grading Plan
 - Structural Details
 - Miscellaneous Details
- 2.2. Prepare Opinion of Probable Construction Cost Estimate (OPCC).
- 2.3. Prepare Project Manual (Spec Book).
- 2.4. Submit digital PDF half-size (11x17) plan set, project manual and Construction Cost Estimate to the Client for review.
- 2.5. Attend meeting with Client to review the 90% Plan comments (1 meeting)
- 2.6. Upon approval of the 90% Plan submittal, FNI shall revise and submit Final Plans (100%) to the Client per the approved Project Schedule in digital PDF format. If required, additional hard copies of the plan set can be generated as an additional service.
- 2.7. FNI shall submit a Final design estimate of probable construction cost with the Final plan submittal.
- 2.8. Upon completion of the design package, FNI will prepare the MicroStation (.DGN) files for delivery to the Client. Including design files and sheet files.

ASSUMPTIONS

- Plan submittals (90% and Final) will be handled through digital PDF files with hard copies supplied as needed (up to 2 copies).

DELIVERABLES

- A. 90% Plan Submittal and Project Manual (digital PDF and hard copies)
- B. Final (100%) Plan Submittal and Project Manual (digital PDF and hard copies)
- C. Opinion of Probable Construction Cost (OPCC)

D. Final CAD files in .DGN format

TASK 3. BID PHASE

- 3.1. FNI will provide two (2) half-size (11x17) copies of the plan set along with a digital PDF for Client use during the bidding process. Additional copies will be provided as requested at additional cost.
- 3.2. At Client request, FNI will assist Client in responding to Requests for Information. Pre-qualification of all prospective bidders, tabulating and analyzing bids, reviewing qualifications, recommending award of contracts, and issuing a list of eligible bidders prior to the bid opening would be additional services.
- 3.3 FNI will assist in coordinating and attending the Pre-bid meeting.
- 3.4. FNI will generate a digital PDF of the conformed Issued for Construction Drawings to be distributed by the Client to the contractor as needed. Printed sets of documents can be provided as an additional service.

TASK 4. RECORD DRAWINGS

- 4.1. FNI shall prepare record drawings at the conclusion of construction from information submitted by the inspector and/or Contractor. The drawings shall be submitted as two (2) half-size (11x17) sets of plans and one CD of As-Built Plans in digital PDF format.

ASSUMPTIONS

- Construction Phase services other than preparation of Record Drawings or as defined in Task 8 are not included in this scope but can be provided as an additional service at the request of the Client.

DELIVERABLES

- A. Record Drawings – two (2) half-size (11x17) set of plans and one thumb drive (digital PDF)

SPECIAL SERVICES

TASK 5. 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 Client 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.

- 5.1. Attend pre-construction conference with the Contractor(s) and Client to answer plan questions during the meeting. All meeting prep work, organization and agendas, and leading of the meeting to be performed by the Client.
- 5.2. Interpret the drawings and specifications for Client and Contractor(s). Assist Client in minor constructability questions and give recommendation(s) to Client concerning changes. Investigations, analyses, and studies requested by the Contractor(s) and approved by the Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- 5.3 Perform up to 2 site visits to evaluate the status of construction. Formal reports will not be generated but any observations will be reported back to the Client designated project manager. Site Visits in excess of the above number can be added at the Client's request through supplemental.

TASK 6. SURVEY

FNI will provide survey services in accordance with the below:

- 6.1. Limits of Survey – per attached exhibit 300 feet east and west of the culvert along Clearpond Road and 100 feet upstream and downstream of the culvert along creek.
 1. Utilize provided alignment to complete topographic surveying support within the attached limits of surveying support
 - a. Full topographic data will be obtained within the limits of survey (attached)
 - b. OKIE ticket will be submitted to aid in the location of underground utilities
 - c. Current Statutory Right of Way will be shown along the section line at the approximate centerline of the existing road
 - d. City of Shawnee atlas sheets will be obtained and utilized to locate public utilities (sewer, storm, water) and to verify pipe sizes and materials, if available
 2. Benchmarks/control points will be established outside of the proposed limits of construction at each end of the project

3. Utilize benchmarks as available and referenced to the Oklahoma State Plan Coordinate System South Zone (3502) and North American Vertical Datum (NAVD 88)
4. Review by Professional Land Surveyor
5. Provide CAD file and field notes used to complete the surveying support services

TASK 7. GEOTECHNICAL EXPLORATION

FNI will contract with a geotechnical engineer to provide geotechnical exploration services in accordance with the below:

- 7.1. After contacting the CALL OKIE service and clearing the site of utilities, advance two (2) borings along the existing roadway using a truck-mounted drilling rig. Borings will be located on both sides of the existing crossing. The bores will drill through the existing pavement to collect intermittent samples and perform downhole testing. The pavement thickness will be recorded to the nearest half-inch. Water levels will be measured, and the boreholes will remain open for a period of up to 48 hours. At completion, the boreholes will be backfilled, and the pavement surface patched with cold-set asphalt compound. It is assumed that traffic control is not required since the roadway is closed due to the crossing failure.
- 7.2. Laboratory testing will be performed on representative samples to classify the subsurface stratigraphy and develop geotechnical engineering parameters for the proposed design.
- 7.3. The exploration will be summarized in a Geotechnical Data Report (GDR) provided in PDF format. This report will not include interpretations or recommendations.
- 7.4. One or more project memoranda, addressed to FNI, will be prepared that will include the following interpretations and recommendations:
 1. A general discussion on the existing roadway crossing and the likely causes for the observed failure.
 2. A discussion of regional geology as it pertains to the site and a summary of the engineering analysis of the subsurface stratigraphy.
 3. Recommended parameters for use during design of the crossing replacement.

TASK 8. ADDITIONAL SERVICES.

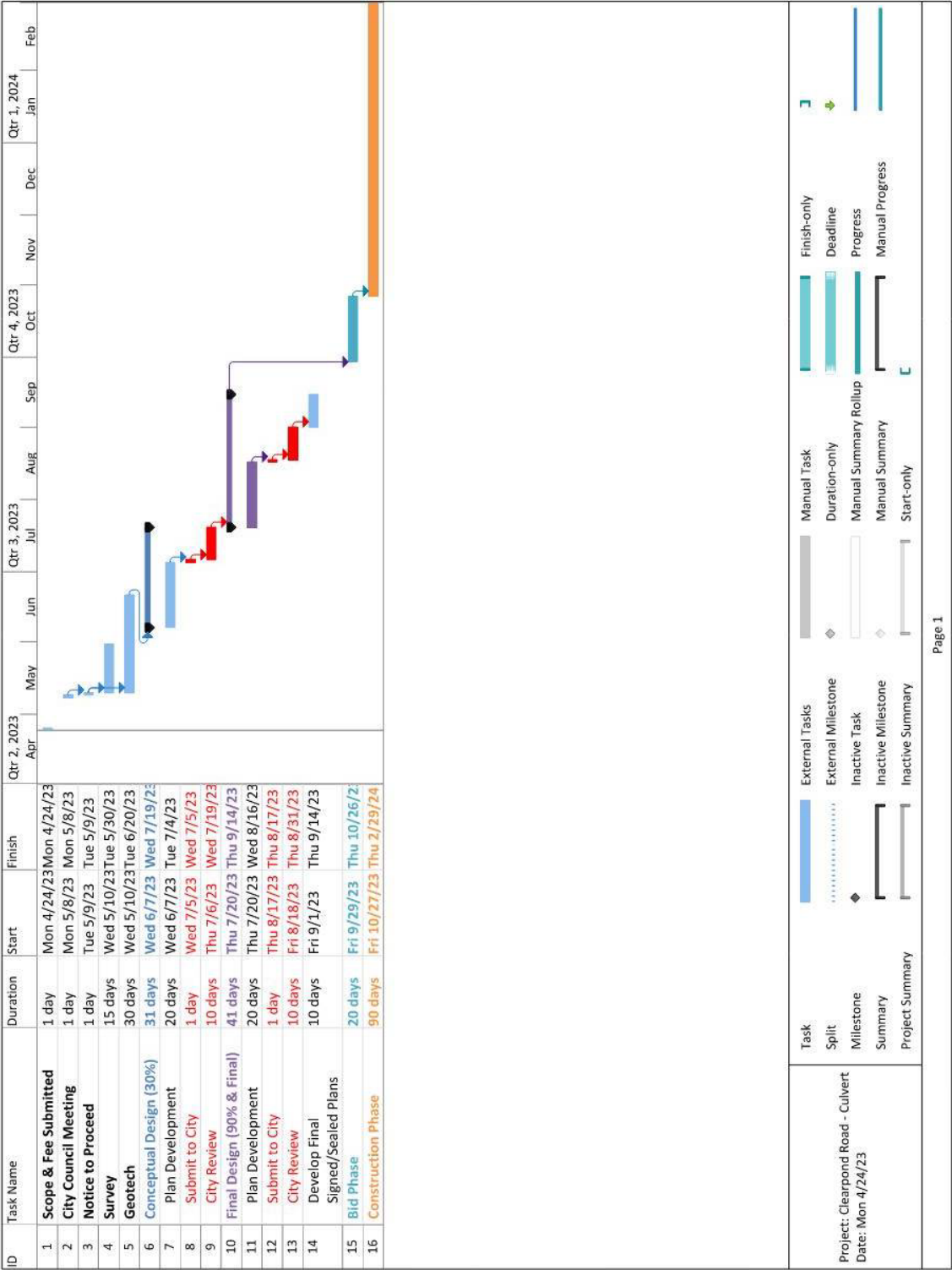
ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – Client and FNI agree that the following services are beyond the Scope of Services described in the tasks above. However, FNI can provide these services, if needed, upon the Client's written request. Any additional amounts paid to FNI as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to development of the Client's project financing and/or budget.
- Performance of miscellaneous and supplemental services related to the project as requested by the Client.
- Traffic control services or traffic devices for the performance of the fieldwork.
- Obtaining additional survey.
- Hydraulic modeling and/or detailed hydraulic calculations.
- GIS mapping services or assistance with these services.
- 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 Client.
- Providing renderings, model and mock-ups requested by the Client.
- 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.
- 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 Client.
- Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- 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.
- Preparing Operation and Maintenance Manuals or conducting operator training.
- Preparing data and reports for assistance to Client 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.
- Assisting Client 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).
- Assisting Client 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.
- 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.
- Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- 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.
- Services required to resolve bid protests or to rebid the projects for any reason.
- Visits to the site in excess of the number of trips included in the above scope for periodic site visits, coordination meetings, or contract completion activities.

- 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.
- Providing services after the completion of the construction phase not specifically listed in the above scope.
- Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services Agreement.
- Provide follow-up professional services during Contractor's warranty period.
- Preparing environmental investigations or studies. Preparing environmental permit applications or documents that may be needed in support of environmental permits.

Attachment B, Schedule
Clearpond Road – Culvert Replacement



**Attachment C, Fee Schedule
Clearpond Road – Culvert Replacement**

**FEE SCHEDULE SUMMARY
Clearpond Road – Culvert Replacement**

BASIC SERVICES (LS)

Task 1: Conceptual Design	\$	31,000
Task 2: Final Design (90% & Final)	\$	29,650
Task 3: Bid Phase	\$	2,750
Task 4: Record Drawings	\$	1,050

BASIC SERVICES (LUMP SUM) \$ 64,450

SPECIAL SERVICES

Task 5: Construction Phase (CPM)	\$	4,800
Task 6: Survey (LS)	\$	8,160
Task 7: Geotechnical (Unit Price)	\$	16,600

SPECIAL SERVICES \$ 29,560

PROJECT TOTAL \$ 94,010

Attachment C, Compensation Clearpond Road – Culvert Replacement

Compensation to FNI for the Basic Services described in attachment A scope of services shall be a lump sum of sixty-four thousand four hundred and fifty Dollars (\$64,450). Compensation to FNI for tasks 5, 6, 7 in attachment A scope of services shall be computed on the basis of the Schedule of Charges but shall not exceed twenty-nine thousand five hundred and sixty dollars (\$29,560), for a total fee of ninety-four thousand and ten dollars (\$94,010). 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 A, FNI will notify the Client for Client's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

COMPENSATION

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	80	156
Professional 2	95	156
Professional 3	113	244
Professional 4	113	278
Professional 5	177	305
Professional 6	196	370
Construction Manager 1	86	101
Construction Manager 2	86	153
Construction Manager 3	122	153
Construction Manager 4	141	196
Construction Manager 5	162	232
Construction Manager 6	223	275
Construction Representative 1	71	86
Construction Representative 2	80	86
Construction Representative 3	98	144
Construction Representative 4	101	162
CAD Technician/Designer 1	61	119
CAD Technician/Designer 2	98	147
CAD Technician/Designer 3	135	196
Corporate Project Support 1	55	119
Corporate Project Support 2	68	171
Corporate Project Support 3	80	315
Intern / Coop	43	74

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

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.05. 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 2023.

Attachment D, Clients Responsibilities Clearpond Road – Culvert Replacement

As the Client will serve as a conduit for information, the Client shall provide information pertaining to applicable studies, data, city policies and ordinances, other relevant planning studies by Shawnee area agencies. If data is required from other public agencies, the Client will assist in making requests for such data.

The Client shall perform the following tasks:

- A. Coordinate and securing of meeting locations, times and necessary materials.
- B. Review and comment on Consultant materials and recommendations.
- C. Publish all public meeting notices, including all notices required in the newspaper.
- D. Make all requests to other public agencies (if necessary) for data and/or assistance, as may be appropriate and relevant for data.
- E. Provide FNI with current base mapping of City and extra-territorial jurisdictions in GIS (ESRI shapefile) or electronic format (DWG, DGN, DXF).
- F. Designate in writing a person to act as Client'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 Client's policies and decisions with respect to FNI's services for the Project.
- G. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- H. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- I. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- J. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- K. Bear all costs incident to compliance with the requirements of this Attachment D.
- L. Notify FNI in writing of the request to perform additional and/or "optional" services at the added cost to the overall contract.