

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (the “Contract”) is made and entered into this 17th day of February 2021 (the “Effective Date”) by and between the City of Manor, Texas, a Texas home rule municipal corporation (the “City”) and **Freese and Nichols, Inc.** (the “Consultant”). The City and the Consultant are sometimes referred to herein as the “Parties.”

RECITALS:

WHEREAS, the City desires to retain a professional consultant for services associated with preparing a Comprehensive Plan for the City; and

WHEREAS, the Consultant responded to a Request for Proposal for Comprehensive Planning services for the City ("RFP");

WHEREAS, a copy of the RFP is attached hereto;

WHEREAS, the Consultant responded to the RFP seeking to provide planning service for the City;

WHEREAS, Consultant is in the business of planning of the type proposed by the City; and

WHEREAS, Consultant has by providing a response to the RFP indicated a willingness to undertake the planning services for the benefit of the City; and

WHEREAS, the City wishes to authorize Consultant to undertake planning services under the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant hereby agree as follows:

A. Scope of Services

The general Scope of Work (“SOW”) for this Contract is a Comprehensive Plan that encompasses the present conditions of the City as well as projects that it will include in the coming years (“Project”). The specific SOW shall consist of the following documents, attached hereto and incorporated herein by this reference:

- Request for Proposal ("RFP") issued by the City on September 8, 2020;
- Any Addenda to the RFP issued by the City, bearing the date(s) of October 14, 2020;
- The Consultant's Response to RFP, dated October 23, 2020; and
- Attachment A - Scope of Services and Additional Services

The SOW shall be governed by the above-identified documents, except as may be amended by the issuance of change orders pursuant to this Contract.

B. Payment

Consultant agrees to accept the fee sum of **\$319,168.00** based on the rates provided in Attachment A, as full payment for the performance of the SOW services contemplated under this Contract, which sum shall be increased or decreased only by the amount representing the associated cost of any and all change orders approved as provided in this Contract. The City shall render payment based on key benchmarks as approved in Attachment A. Invoices shall be submitted to the City once a month. Payment shall be made by the City within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this section shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

C. Change Orders

The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant or the City Manager varies significantly from the SOW set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City Manager.

1. Any material change to the SOW contemplated under this Contract shall be accomplished only as provided in this section.
2. When the original contract amount plus all change orders is equal to or less than \$319,168.00, the City Manager or his designee may approve the written change order provided the change order does not exceed \$25,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. When a change order exceeds \$25,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such City Council approval, must be approved by City Council.
3. Should either party determine that a material change to the SOW is necessary or advisable, the particular change shall be set forth in a writing entitled "Change Order, [date]," and shall bear the signatures of an authorized representative of each party. Upon execution by both Parties of any such change order, the SOW shall be deemed modified and incorporated by this reference into this Contract as if set forth fully herein. The City will retain all original change orders approved pursuant to this

section and Consultant shall be provided a copy for its files.

4. Any request by the Consultant for an increase in the SOW and an increase in the amount listed in Section B. of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City with respect to any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the SOW included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

D. Time of Performance

1. Consultant's SOW services shall be completed as presented in Attachment A within 15 months of receiving the Notice to Proceed. Consultant will undertake the SOW services in a thorough and workmanlike manner in every respect and in compliance with the applicable standard of care for such professionals.
2. The SOW services will be considered complete when all services described in the SOW have been finished, and the final work product materials have been accepted by the City.

E. Independent Consultant

1. In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and sub-contractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's sub-contractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the SOW contained herein and approved by the City.
2. The City's Project Manager for all purposes under this Contract is the City Manager, or his designee, and all communications from Consultant to City arising out of this Contract shall be directed to the City Manager's attention, or his designee.

F. Authorization

1. The City shall direct Consultant to commence work on the Project by sending Consultant

a "letter of authorization" to begin work on the Project.

2. Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.
3. Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the Parties that for all purposes related to this Contract, Consultant shall be an independent Consultant at all times and is not to be considered either an agent or an employee of the City.

G. Representations and Warranty

1. The Consultant has familiarized itself with the nature and the extent of this Contract, the SOW, the locality, all characteristics of the City considering the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the SOW services, or apply in any manner whatsoever to the work.
2. As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances and has the personnel and resources to complete the Project within the time frame set forth herein. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or sub-contractors.
3. Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.
4. Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.
5. Any and all of Consultant's work product ("Work Product") hereunder considered work(s) made by Consultant for the City and shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature

that are within Consultant's possession or control and that are the City's property or relate to the City or its business. If by operation of law, any of the Work Product, including all related documents, is not owned in its entirety by the City automatically upon creation thereof, then Consultant agrees to assign, and hereby assigns, to the City and its designees the ownership of such Work Product, including all related property rights. "Work Product" shall mean any writings (including excel, power point, emails, etc.), programming, documentation, data compilations, reports, and any other media, materials, or other objects produced as a result of Consultant's work hereunder or delivered by Consultant in the course of performing that work.

6. Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.
7. Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this section of the Contract.

H. Indemnification and Release

1. Indemnity

- a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of professional services pursuant to this Contract by Consultant, its employees, sub-contractors, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR**

**WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE
LIABLE.**

- b. To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed above occur outside the course of performance of professional services (i.e. non- professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.
 - c. It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.
 - d. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with tile requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
2. Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused .in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

I. Insurance

1. Consultant shall not commence work under this Contract until it has presented Certificates of Insurance as required below, confirming it has obtained all insurance and bonds required by this section and with the minimum insurance coverage as follows:
 - a. Workers' Compensation: statutory limits.
 - b. Comprehensive General Liability insurance with minimum combined single limits

- of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
- c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services.
 - d. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000).
2. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
 3. Certificates of Insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
 4. Failure on the part of the Consultant to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the City may immediately terminate this Contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

J. Termination

1. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event that the City terminates this

Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.

2. No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

K. Form 1295

Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

L. Miscellaneous Provisions

1. This Contract is to be governed by and shall be construed in accordance with the laws of the State of Texas. Proper venue for any dispute or litigation shall be only in Travis County, Texas.
2. This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City. However, Consultant shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Consultant's rights and duties hereunder.
3. In the event of litigation enforcing or interpreting the terms of the within Contract, the City shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this section shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Texas law.
4. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
5. Notices shall be mailed to the addresses designated and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:
City of Manor

Attn: City Manager
105 E. Eggleston St.
Manor, TX 78653
Phone: (512) 272-5555
Email: tbolt@cityofmanor.org

with a copy to:

Paige H. Saenz
The Knight Law Firm, LLP
223 West Anderson Lane, Suite A105
Austin, TX 77852
Phone: (512) 323-5778
Email: paige@cityattorneytexas.com

Consultant:

Freese and Nichols, Inc.
Attn: Wendy Shabay
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Phone: 817-735-7484
Email: wds@freese.com

6. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by authorized representatives of each party.
8. No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.
9. This Contract and the rights, obligations and liabilities created hereunder shall be

binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the Parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by Consultant without the prior written consent of the City. City may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of Consultant.

10. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. All obligations by either party which expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.
12. The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by either or both Parties hereunder shall so survive the completion of performances and termination of this Contract, including the making of any and all payments due hereunder.
13. This Contract has been jointly negotiated by the Parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Contract.
14. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Consultant represents that neither Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
15. To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Consultant represents that Consultant nor any wholly owned subsidiary, majority-owned

subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MANOR, TEXAS
a Texas municipal corporation

By: _____
Dr. Larry Wallace Jr., Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

CONSULTANT:
Freese and Nichols, Inc.
a Texas Corporation

DocuSigned by:
By: Wendy Shabay
Name: Wendy Shabay, FAICP
Title: Vice President and Principal

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER**ARTICLE I**

BASIC SERVICES: CONSULTANT shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING:

The City of Manor (City) is engaging a CONSULTANT to prepare a local comprehensive plan consistent with standards, procedures and best management practices in Texas. The project planning area will encompass the existing Manor city limits and extraterritorial jurisdiction (ETJ) as identified by the City.

PROJECT ASSUMPTIONS:

1. The City will appoint a Comprehensive Plan Advisory Committee (CPAC) to help guide the CONSULTANT and the City throughout the comprehensive planning process. Composition of the Committee will be determined by the City.
2. The Assistant Director of Development Services will serve as the City contact person to work with the CONSULTANT and to act as an intermediary with the CONSULTANT, the Advisory Committee, and other City, County and State government staff persons as required. CONSULTANT will take direction from the City-appointed contact person.
3. The City will coordinate contact, meetings and the transfer of necessary information from the City and other organizations/entities as necessary for this effort.
4. The City will coordinate arrangements for locations, setup, refreshments, and notifications and advertising for all stakeholder, focus group and public meetings. CONSULTANT will assist with flyers, e-mail blasts, advertisements and other electronic media used in advertising, including content creation.
5. The City will provide information from all previous and current studies and projects (as available) that may affect the outcome of the Comprehensive Plan. This information will be provided in digital format when possible and available.
6. The City will provide CONSULTANT with the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS.
7. Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.
8. This scope identifies a specific number of meetings. Any significant additions to that number of meetings will be considered a change in scope and may increase the project cost.
9. All deliverables will be provided electronically in the native format in which they were prepared as well as PDF format. The plan will be prepared using Adobe InDesign.

SCOPE OF SERVICES:

Task 1: Project Management and Quality Control

Perform general project management and control project quality, progress and budget for the scoped period of completion, including the CONSULTANT's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

Task 2: Engagement and Meetings

For all engagement efforts described below, the City and CONSULTANT may mutually agree to reassign meetings and engagement methods for other forms of outreach with similar effort to leverage other opportunities in the community or allow for other creative approaches as established in the Public Engagement Plan mutually agreed to by the City and CONSULTANT. This includes digital and socially-distant alternatives should the City and CONSULTANT deem such approaches necessary or preferred due to external factors such as public health emergencies. Efforts will be made to coordinate outreach to align with other community events to reach broader audiences, with attention toward tailoring the outreach to align with the atmosphere of the event. A Public Engagement Plan will be prepared, agreed to, and finalized.

1. Staff Initiation Conference Call

A conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and describe the CPAC intent and composition along with any recommendations the CONSULTANT has for its composition. This will provide an early opportunity to discuss communications, expectations and any information that may be useful prior to the kickoff meeting and study area tour.

2. Kick-off Meeting and Study Area Tour

CONSULTANT and involved subconsultants will attend one (1) Kick-off Meeting with the City. The purpose of the meeting will be to build upon discussions of the Staff Initiation Conference Call, focusing on the following as examples:

- Effectiveness of prior planning efforts and any issues identified from working with those plans since their adoption;
- Identification of any key priorities the City wants to ensure the plan addresses, supports and identifies;
- Any controversial issues or topics the CONSULTANT should be aware of, particularly when preparing for stakeholder meetings and the first CPAC meeting;
- Discussion of the City's proposed CPAC members; and
- Refinement of the Public Engagement Plan.

Immediately following the Kick-off Meeting, the CONSULTANT and the City will participate in a site tour of the study area. The goal of this tour is to provide spatial context to conversations about Manor's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements to the CONSULTANT.

ATTACHMENT A - PLANNING

CONSULTANT and the City may also mutually agree to other approaches, such as a virtual study area tour.

Specific to the parks, recreation and open space component, the Kick-off Meeting and study area tour will include:

- CONSULTANT will discuss existing plans and facilities and any key information the CONSULTANT should be aware of going into the Stakeholder Meetings.
- CONSULTANT will participate in a driving tour of the City's parks and recreation facilities with City staff.
- CONSULTANT will conduct additional site reconnaissance to document park and facility conditions, as needed.

3. CPAC Meetings

CPAC Meetings will allow for the review of key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics (vision, guiding principles, goals, recommended actions and other relevant perspectives to assist in making the plan reflective of the community). Such sessions will include an agenda, any necessary maps and handouts for review, and drafts of key tasks for review and comment. A total of six (6) meetings are included in this scope of work, with at least three (3) being virtual.

4. Virtual Stakeholder Meetings

Stakeholders have a vested interest in communities, and their input and insights are critical in a planning process. A total of up to ten (10) Stakeholder Meetings will be conducted, split into two days during the project. One day of Stakeholder Meetings will be held near the beginning of the project to support vision and guiding principle development and assessment of existing conditions for the full Comprehensive Plan, including the parks, recreation and open space element. The second day of Stakeholder Meetings will be held near the midpoint of the process as key plan elements are developed. Other entities affecting the plan, such as the various transportation agencies active in and near the City, shall be included. These meetings shall be scheduled as back-to-back meetings, if possible, on the same day to ensure continuity in the discussion, with logical breaks as necessary. These meetings may also be conducted using a videoconferencing platform, subject to mutual agreement by the City and CONSULTANT.

5. Online Surveying

Leveraging of technological outreach is likely to strengthen and diversify engagement with the citizens of the City, reaching individuals that have not historically participated in the City's planning efforts. This allows our team to engage the public at their convenience, which is critical for those citizens that struggle to find the time for public meeting environments or are uncomfortable expressing themselves in those settings. The CONSULTANT will develop at least three (3) non-scientific online community surveys with the assistance of the City during the course of the project. One (1) survey will be specific to the parks, recreation, and open space component. It will gather feedback about the parks and recreation vision, recreational issues, opportunities and needs, and key desires. The CONSULTANT will utilize tools to reach citizens on a digital platform accessible by home computers and smart phones, as well as various forms of social media.

ATTACHMENT A - PLANNING

6. Community Workshops, Open Houses or Other Engagement Effort

Four (4) community workshops, open houses or other engagements with similar level of effort, as established in the Public Engagement Plan, will be held during the process to identify issues and opportunities and gather feedback on citizens' visions for the City. At a minimum, two (2) of these engagements will be virtual. This may include interactive polling during the events in addition to survey efforts identified in section 5, above, as deemed appropriate by CONSULTANT.

7. City Council Check-In and Adoption Meetings

It is important for City leadership to be engaged and informed during the planning process. The plan will ultimately develop recommendations that will inform policies in the future. Therefore, the CONSULTANT and the City will receive input from and give updates to the City Council. The CONSULTANT will conduct two (2) City Council check-ins during the process; an initial update shortly following the project kickoff and a midpoint update to confirm the vision and goals/guiding principles. The CONSULTANT will attend two (2) adoption meetings; one at the Planning and Zoning Commission and one at the City Council. The City and CONSULTANT may mutually agree to reassign these meetings as needed.

8. Project Website and Branding

CONSULTANT will establish a project website and branding for use throughout the planning process and on all documents.

Task 3: Draft Introduction and Community Snapshot

1. Baseline Analysis

The Baseline Analysis is intended to provide background information about the City and its extraterritorial jurisdiction. This is vital to the planning process because without the knowledge of where the City is today, assessing what it can be in the future becomes increasingly difficult. The components that are included within the Baseline Analysis will allow everyone involved in the planning process, including CONSULTANT, City officials and citizens, to have a clear understanding of the City and its existing social, economic, land use and neighborhood characteristics. Historic trends, population growth and the demographic profile will involve the following:

- a. CONSULTANT will study a historic timeline of the City, including major events impacting physical development of the community.
- b. Historic population and related growth trends and patterns will be analyzed, including benchmarking to relevant jurisdictions as appropriate.
- c. The demographic profile will consist of age, sex, ethnicity, income and household type, as well as any other data identified by CONSULTANT as relevant to potential plan recommendations.

CONSULTANT will explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City. The population projections utilized

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within the Future Land Use Plan and the other components of the Comprehensive Plan will be derived from this information and other professional sources, such as the Texas Water Development Board and Capital Area Metropolitan Planning Organization.

2. Existing Land Use Analysis

The relationships of existing and future land uses will shape the character and quality of life of the community for many years to come. In order to assess the City's future land use needs, an analysis of past land use trends and present land use patterns are of primary importance. The following are the specific elements to be documented in order to describe land use characteristics.

Assessment of the land use characteristics will be undertaken once data gathering has been completed. The existing land use inventories (conducted using a City base map provided by City, the County or similar entity, or existing CONSULTANT data) will include:

- a. Analysis of types of land use (color-coded by category) and quantified by acres.
- b. Brief discussion of existing development patterns.
- c. Discussion of existing land use relationships, opportunities and constraints.

3. Planning Context

An understanding of the planning context will help to set the framework from which general planning decisions can be made. The following are elements to be documented in order to establish the planning context:

- a. Review past and ongoing planning efforts conducted by the City.
- b. Evaluate regional initiatives, including activities of adjacent cities.
- c. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other physical implications that impact growth and development.
- d. Evaluate implications of public health emergencies and specifically the COVID-19 pandemic on the City's planning context.

Task 4: Draft Vision, Guiding Principles and Goals

1. Community Vision

Based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback, the CONSULTANT will develop a community vision statement.

2. Guiding Principles and Goals

The foundation of the Comprehensive Plan will be defined through the guiding principles and goals.

The plan recommendations and implementation result from the Comprehensive Plan's guiding principles and goals, which support the community's vision. The CONSULTANT will develop guiding principles and goals based on analysis, community input and feedback received at the beginning of the process.

3. Summary of Community Engagement

CONSULTANT will summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in a separate appendix.

Task 5: Draft Land Use and Development

1. Existing Land Use Analysis

The relationships of existing and future land uses will shape the character and quality of life of the community for many years to come. In order to assess the City's future land use needs, an analysis of past land use trends and present land use patterns are of primary importance. The following are the specific elements to be documented in order to describe land use characteristics.

Assessment of the land use characteristics will be undertaken once data gathering has been completed. The existing land use inventories (conducted using a base map of the City provided by the City, the county or similar entity) will include:

- a. Analysis of types of land use (color-coded by category) and quantified by acres.
- b. Brief discussion of existing development patterns.
- c. Discussion of existing land use relationships, both opportunities and constraints. The City staff will assist in providing written plan content in support of this discussion.

2. Future Land Use Plan

The Future Land Use Plan is a policy document that is intended to guide City staff and officials as they make decisions on where, when and how the City should grow and redevelop. The development of a future land use plan will ensure a cohesive and unified vision for the City is presented to developments and property owners as future development and redevelopment occurs within the community. The CONSULTANT will develop a future land use plan that will take into account existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill and redevelopment opportunities, and integrate them into a graphic depiction of the community's future.

Various choices for growth and development will be analyzed to understand the long-term consequences of varying investments, land use patterns, economic development strategies, social patterns and other decisions. Associated consequences and metrics will be presented to help the public and elected officials make informed decisions. This will allow leaders as well as the public to understand tradeoffs involved in different approaches to the City's future. Analytics may include land consumption, energy use, water use, walk accessibility, transit accessibility, transportation,

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emissions, household costs, fiscal performance, and risk and resilience. Fiscal analysis will be grounded in the local market potential, the real cost of services for the City and the primary revenue sources for cities: property, sales tax, and fee revenue.

Additionally, the future land use plan will seek to balance and bridge the gap between current market demand, long-term desired state or aspiration goals of the community that emerge from the plan, and financial resources required (if any) to accelerate preferred development if the market is not yet aligned. Analysis and recommendations regarding alignment of market to vision may be addressed in Task 9.

The Future Land Use will depict color-coded land uses or development types within the City's planning area. The map will consider the following:

- a. Location of future residential, non-residential, mixed uses, open space and institutional land uses along with associated intensities.
- b. Location of environmentally sensitive areas or barriers that should be considered when making future development decisions.
- c. Location of future land uses along major transportation and transit corridors along with associated intensities.
- d. Economic productivity through development and redevelopment strategies.
- e. Compatibility of adjacent uses and contexts in order to provide thoughtful transitions and buffering.

The CONSULTANT will develop initiatives, projects and policies (i.e., tactics) that support the future land use plan. These may appear within this plan element or elsewhere within the plan as appropriate.

3. Downtown Transit Oriented Development

Building upon the previous Green Line Corridor Plan Transit-Oriented Development Study by the Capital Metro Transportation Authority, the CONSULTANT will develop a market-based program focusing on strategies, policies and programs for recruitment, retention and expansion of business, equity/diversity/inclusion issues, historic preservation and character, as well as redevelopment in the anticipated downtown transit-oriented development area consistent with findings in prior tasks and the vision. The CONSULTANT will supplement analysis by Capital Metro's TOD Study with additional data regarding ownership, ease of assembly and ripeness for development/redevelopment. The CONSULTANT will prepare recommendations to address the built environment (including both private projects and capital improvement projects), operational actions, and regulatory and policy actions such as reviewing and recommending updates to development ordinances. This will include an illustrative concept plan with various catalyst projects shown, and up to two major renderings depicting birds-eye and street level illustrations. Specific street section designs or modifications may be developed in conjunction with Task 6, but the primary focus will be policy and regulatory reform to create an ecosystem supportive of TOD consistent with the community vision.

4. Population Patterns

CONSULTANT will develop a new projected growth rate and population projections for the City based upon historical growth patterns and future growth considerations. The population projections will help inform decisions pertaining to infrastructure, public facilities, parks and other Capital Improvement Program items. CONSULTANT will evaluate shifting population patterns and trends to increase understanding of the City's stage of growth and development relative to likely build-out.

Task 6: Transportation and Mobility

Information collected as part of the public/stakeholder input will form the framework from which a set of broad-based goals and objectives that support the achievement of the transportation network will be developed.

1. Current Plans and Agency Coordination

CONSULTANT will compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City, the Texas Department of Transportation (TXDOT), the Metropolitan Planning Organizations (MPO), transit providers, railroads, and adjacent communities. CONSULTANT will compile appropriate GIS base mapping for use in the conduct of study. The City will provide current GIS data to include; city and extraterritorial jurisdiction limits, street centerline and names, parcel data, current right-of-way, existing thoroughfare plan, and public and community facilities.

2. Existing Conditions Assessment

CONSULTANT will conduct a general overview of the existing thoroughfare system to serve as a basis plan development. Elements included as part of this assessment will include: existing street functional classification, identification of critical intersections, existing and future major traffic generators, and key regional connections. Data of available traffic volumes or validated travel demand modeling will be used to assess general roadway utilization and potential issues resulting from long-term growth. Data compiled from this task of effort will be documented to establish a planning context and include:

- Current local and regional travel patterns
- Key planning, growth and development influences
- Identified issues and needs of the transportation network

3. Evaluation of Future Roadway Needs

CONSULTANT will review available travel forecast modeling information to serve as a conduit for defining future network needs, roadway sizing, and/or system improvements necessary to address long-term growth and development. CONSULTANT will coordinate with the MPO to obtain relevant forecasts, other long-range planning, or growth trends based on historical count figures.

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CONSULTANT will internally collaborate and coordinate relevant interim and long-term growth, as well as future land use and housing planning, to ensure relevant transportation system connectivity and integration is addressed to meeting continued growth needs of the city. Land use location, type, density and intensity will be considered as part of the thoroughfare planning process. Other information such as: future major employers, large population concentrations, community facilities or amenities will also be considered.

4. Thoroughfare Plan and Functional Classification

Based on plan input, future land use planning, evaluation of future needs, and growth/connectivity, CONSULTANT will update the Thoroughfare Plan to address community need, regional connectivity, and long-term needs for thoroughfare network development. System functional classification will also be addressed to facility long-term mobility needs. Key arterial class intersections within the network will further be identified from which policy recommendations for general design and right-of-way parameters.

5. Design Standards

The City's current design standards will be reviewed, and recommendations prepared for each functional class of street. Updated roadway cross-sections graphically depicting land configurations, pedestrian realm and right-of-way dimensions will be prepared. General designed standards for thoroughfare layout (location, intersection spacing, etc.) will also be prepared. Supporting text detailing pedestrian systems will also be included.

CONSULTANT will define key corridor considerations necessary for system implementation and preservation of carrying capacity of network facilities. Elements such as access coordination, shared drives, special pedestrian facilities and coordinated median openings will be highlighted.

5. Action Plan

CONSULTANT will provide a list of short and long-term actions for implementation of the thoroughfare plan and include: roadway needs, policy considerations (traffic impact analysis, etc.), and/or other programmatic items (pavement management program, etc.). Action items will be organized into a matrix describing the specific action, its priority and timeframe, and the parties responsible for carrying out the action. Action items will be organized into a checklist-style matrix describing the "who, what, when and how" for implementing or carrying out each recommendation.

Task 7: Infrastructure

All aspects of infrastructure will link back to growth response and jurisdiction management, with particular attention towards policies involving water and wastewater Certificates of Convenience and Necessity (CCNs) and logical jurisdictional boundaries based on infrastructure efficiency.

1. Integration of Water and Wastewater Utility Master Plans

Implications for the City's infrastructure resulting from plan direction for land use and development intensity will be identified and discussed, integrating existing Water and Wastewater Master Plans as applicable.

2. Stormwater Infrastructure

The Comprehensive Plan will include goal, policy and action items for a stormwater/drainage utility component. This will focus on the municipal separate stormwater system, including conveyance of water efficiently from storm events, treatment of runoff to preserve natural assets and the environment, and positioning the City for efficient operations and maintenance into the future.

Task 8: Parks, Recreation, Open Space Master Plan

The citywide parks, recreation and open space master plan element conducted as part of the Comprehensive Plan will include an introduction and community analysis, parks and recreation inventory, identification of vision and goals, needs assessment, and recommendations for existing and future parks, recreation, and open space desires. The study area will encompass the entire City limits. The report will meet the criteria established by the Texas Parks and Wildlife Department for Parks, Recreation and Open Space Master Plans. The CONSULTANT, at its discretion, may separate this element into a separate plan deliverable.

1. Introduction and Community Context

The CONSULTANT will summarize the purpose of the plan element, the benefits of parks and recreation, and define the parks planning area. The CONSULTANT will prepare any community context information needed in addition to Task 3 to understand user groups and establish a basis for park standards and future demands. Items to be included in the report may include historic and projected populations, growth areas, age distribution, race and ethnicity, and household and family income.

2. Park and Recreation Inventory

The CONSULTANT will prepare a parks and recreation inventory to document the following: current parkland size, location and classification; quantity and condition of equipment and amenities; location of recreation facilities; and identification of recreation programs to create a snapshot of the current parks and recreation system. This data will be used as the basis for the Needs Assessment.

City staff will provide baseline parks and recreation data including park and facility names, locations, acreages, lists of amenities, and list of programs. The CONSULTANT will provide questionnaires and spreadsheets to City staff to facilitate this data gathering.

3. Vision, Goals and Objectives

Based on the results of the planning and public input process, the CONSULTANT will draft a vision with accompanying goals and objectives to reflect the community's values and desires.

4. Needs Assessment

The CONSULTANT will conduct standards-based, demand-based, and resource-based needs assessments to analyze parkland location, quantity, access, and amenities.

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Within the standards-based assessment, the CONSULTANT will develop target levels of service for parkland acreage, trail corridors and linkages, and other amenities that are right-sized for the City. Levels of service will be based on the current population and future population projections.

Public input will be summarized in the demand-based assessment. Natural and man-made resources will be analyzed for potential recreation benefit in the resource-based assessment.

5. Recommendations and Implementation Plan

Based on the existing conditions, public input and needs assessment findings, the CONSULTANT will develop citywide and park-specific recommendations for existing and future parkland, facilities, open space, trails, recreational programming, and/or funding and partnerships.

The CONSULTANT will develop an Implementation Plan that includes specific targets to inform CIP budgeting and project prioritization. This portion of the plan element may be contained within this element and/or placed with the comprehensive plan implementation element (Task 12).

Task 9: Economic Development and Economic Resiliency

The recent economic challenges brought about by the coronavirus highlight the need to build economically resilient and diverse communities. While many of the strategies being pursued by the City are still relevant, the CONSULTANT will evaluate these efforts considering the new economic issues facing Central Texas and the City.

The broader factors influencing new development, redevelopment and tourism activity in the City will be examined. A focus will be on complete neighborhoods and equitable access to economic opportunity. The element will address density needs and variables that influence the vibrancy of commercial corridors and nodes.

Building on the findings of Task 5, major land use components or catalytic areas will emerge. The CONSULTANT will examine the high level economic and tax impacts of the major components of the Plan, providing the City with a sense of how much new job activity and incremental revenue will be captured over the next 10 to 20 years.

Recommendations and findings will take into consideration the City's position within Central Texas' competitive economic development environment, seeking to identify those attributes that can distinguish the City and bring about the desired quality of life.

Task 10: Community Image and Urban Design

The cornerstone of a livable community lies within its neighborhoods and human connection. The aim of this section is to evaluate and develop recommendations to encourage quality design of new development and redevelopment.

The CONSULTANT will develop policies that address community gateways, community image, integration of major roadway corridors and the preservation of character-giving community elements. It will also examine opportunities to maintain and enhance the overall quality of life. Recommendations will be made to address the following:

- Street design enhancements
- Pedestrian enhancements
- Gateways along key routes to and through the City
- Community image
- Screening and buffering techniques

Task 11: Draft Implementation

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 that are necessary to achieve the vision for the City that is described within the Comprehensive Plan. The implementation plan will outline priorities in a matrix format, primarily by:

1. Reviewing the various policies and related recommendations from each plan element.
2. Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions (e.g., possible zoning or subdivision ordinance updates), programs, and intergovernmental partnerships, to create an overall Action Plan.
3. Prioritizing the implementation techniques/actions into appropriate time periods.
4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.
5. Preparing a diagnostic analysis and report on the City's current development ordinances to identify alterations and amendments necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project.

Task 12: Preparation of Final Documents

1. Draft Report

Individual draft plan elements will be sent throughout the planning process. To the extent possible, these elements will be provided in a format to ease review and commenting for the City. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to the CONSULTANT.

The CONSULTANT will prepare a draft Comprehensive Plan Report (Draft 1) that will document the planning process and aforementioned tasks. It will present a clear narrative with accompanying graphics and figures, as necessary, to describe the intentions of the community. The document will be designed with modern graphic design and narrative approaches to be approachable by both technical and non-technical audiences. The draft will be provided to the City, CPAC and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments. The CONSULTANT will provide a comment review meeting to clarify any comments.

The CONSULTANT will prepare a revised draft Comprehensive Plan Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration

by the Planning and Zoning Commission and City Council.

2. Final Report and Deliverables

The CONSULTANT will produce an “as adopted” final report to incorporate any changes made during the adoption process by City Council. This document will be created in digital format, including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City.

3. Plan Mapping

Project mapping is vital to both dissemination of information at meetings as well as to the Comprehensive Plan document. All mapping created by the CONSULTANT will be prepared using 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.

Summary of Meetings and Trips:

Based on the Scope of Services, the CONSULTANT will attend the following meetings:

- Fifteen (15) Monthly Status Meetings with the City
- One (1) Staff Initiation Conference Call
- One (1) Kick-off Meeting and Study Area Tour
- Six (6) CPAC Meetings
- Up to Ten (10) Stakeholder Meetings
- Four (4) Community Workshops, Open Houses, or Similar Engagements
- Two (2) City Council Check-Ins
- Two (2) Adoption Meetings (Planning and Zoning Commission and City Council)

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by CONSULTANT, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Printing and binding of documents will be billed in accordance with the rates outlined in Attachment CO. CONSULTANT, following a request for assistance from the City, will prepare an estimate for approval by the City prior to initiating work.
- B. Making revisions to drawings or other report 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 CONSULTANT.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the City in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparation of new impact fees or impact fee updates for water, wastewater, roadway or drainage under Chapter 395.
- E. Preparation of water, wastewater or drainage master plans.
- F. Preparation of new or updated zoning ordinance, subdivision ordinance and other development regulations, including unified development codes.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, including CAMPO TIP applications.
- H. 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.
- I. Revisions, 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.
- J. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and CONSULTANTS, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- K. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- L. Providing document revisions in excess of those outlined in Article I.

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ARTICLE III

TIME OF COMPLETION: CONSULTANT is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **fifteen (15) months of the notice to proceed.**

If CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to CONSULTANT, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

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ARTICLE IV

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

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by CONSULTANT within a reasonable time so as not to delay the services of CONSULTANT. City comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to CONSULTANT's services for the Project.
- E. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: CONSULTANT designates the following representatives:

CONSULTANT's Project Representative	Name: Chance Sparks, AICP, CNU-A E-mail: Chance.sparks@freese.com Phone: 512-617-3156
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CONSULTANT's Representative	Accounting Name: Stephanie Kirchstein E-mail: Stephanie.kirchstein@freese.com Phone: 214-217-2212
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COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Three Hundred Nineteen Thousand One Hundred Sixty Eight Dollars (\$319,168).

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	72	134
Professional 2	90	140
Professional 3	109	202
Professional 4	137	217
Professional 5	165	310
Professional 6	177	354
Construction Manager 1	81	159
Construction Manager 2	97	171
Construction Manager 3	149	199
Construction Manager 4	183	258
CAD Technician/Designer 1	66	131
CAD Technician/Designer 2	93	143
CAD Technician/Designer 3	118	186
Corporate Project Support 1	47	112
Corporate Project Support 2	66	155
Corporate Project Support 3	93	236
Intern / Coop	38	97

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>				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 Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. 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 February 2021.