



PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #001

City of Tomball

FNI Project:

TMB22459

401 Market Street

Client Contract:

Tomball, Texas 77375

Date:

7/20/2022

Project Name:	City of Tomball On-Call Services
Description of Services:	Extension of On-Call GIS, Planning & Engineering Services - See attachment SC.
Deliverables:	See attachment SC.
Schedule:	See attachment SC.
Compensation Type:	Not to Exceed Fee
Current Contract Amount:	\$45,000
Amount of this Amendment:	\$100,000
Revised Total Amount Authorized:	\$145,000

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

City of Tomball

FREESE AND NICHOLS, INC.

By: _____

By: Richard Weatherly

Name: _____

Name: Richard Weatherly

Title: _____

Title: Vice President

Date: _____

Date: 7-26-22

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will provide on-call planning and engineering services for the City of Tomball (City) during its Fiscal Year 2022 to include plan review and plat review related planning and engineering services, water and wastewater system modeling and planning and GIS update services.

ARTICLE I

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services to the City of Tomball (OWNER) in connection with the project, described as: Plan and Plat Engineering Review Services, On-Call Water and Wastewater Modeling and Planning and GIS updates.

PLAN AND PLAT ENGINEERING REVIEW SERVICES

At the City's request, FNI will provide plan and plat review planning and engineering services, in support to City staff. This could include, but is not limited to:

- Attending virtual or in-person meeting with City staff
- Public Infrastructure Plan review
- Residential/Commercial Plat review

On-Call Water and Wastewater Modeling and Planning Services

At the City's request, FNI will provide water and wastewater modeling and planning support to the City staff. FNI may render the following professional services:

- Attending meetings with City staff.
- Water and wastewater Capital Improvement Plan (CIP) project updates.
- Water and wastewater system analysis and planning tasks as defined by the City.

FNI will utilize the City's existing InfoWater water distribution system hydraulic model updated during the Water and Wastewater Impact Fee Update - Phase 1 (2021) and the water planning criteria developed during the 2018 Water Master Plan.

FNI will utilize the City's existing InfoSewer wastewater collection system hydraulic model and the wastewater planning criteria developed during the 2017 Wastewater Master Plan.

The modeling analysis will take into account the City of Tomball's Water and Wastewater Capital Improvements Plans.

On-Call GIS Updates

FNI performed a Utility GIS Update project for the City of Tomball (City) in 2021/2022. As part of that project, FNI updated the City's water, wastewater, stormwater, and gas utility GIS shapefiles utilizing as-built plans for recently constructed projects and delivered the updated geodatabases to the City.

At the City's request, FNI may render the following professional services which would build upon the recently updated GIS shapefiles:

- Add recently constructed water, wastewater, stormwater, or gas facilities into the GIS as requested by the City.
- Perform quarterly updates to the City's GIS.

Note: FNI to utilize the City's existing schema and attribute data fields when updating the GIS database.

ARTICLE II

SPECIAL SERVICES: No changes.

ARTICLE III

ADDITIONAL SERVICES: No changes.

ARTICLE IV

TIME OF COMPLETION: A schedule for each task will be defined when the task is requested by the City.

If FNI's services are delayed through no fault of FNI, FNI 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 FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. 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.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. 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.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- H. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative –

Client's Accounting Representative –

FNI's Designated Representative – Matthew Cartwright
10497 Town and Country Way, Ste 600
Houston, TX 77204
(713)600-6800
Matt.Cartwright@freese.com

FNI's Accounting Representative – Kristina Isaac
10497 Town and Country Way, Suite 600
Houston, TX 77024
(703)973-6070
Kristina.isaac@freese.com

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Position</u>	<u>Min</u>	<u>Max</u>
Architectural Intern I	115	128	O&G Construction Manager II	122	135
Architectural Intern II	128	157	O&G Construction Manager III	135	164
Architect IV	130	159	O&G Engineer I	96	117
Architect V	196	202	O&G Engineer II	117	130
Architect VI	213	260	O&G Engineer III	130	152
Architect VII	260	286	O&G Engineer IV	140	171
Landscape Architectural Intern	120	147	O&G Engineer V	228	245
Landscape Architect IV	131	160	O&G Engineer VI	206	256
Landscape Architect V	180	190	O&G Engineer VII	256	282
Landscape Architect VI	190	251	Environmental Scientist I	88	88
Landscape Architect VII	251	306	Environmental Scientist II	98	104
Document Control Specialist I	80	97	Environmental Scientist III	98	124
Document Control Specialist II	119	125	Environmental Scientist IV	122	272
Construction Representative	82	176	Environmental Scientist V	168	183
Construction Manager I	101	131	Environmental Scientist VI	176	212
Construction Manager II	88	167	Environmental Scientist VII	190	284
Construction Manager III	128	158	Environmental Scientist VIII	219	268
Construction Manager IV	151	206	Hydrologist I	88	98
Construction Manager V	186	259	Hydrologist II	98	119
Construction Manager VI	229	292	Hydrologist III	111	136
Program Manager I	161	183	Hydrologist IV	136	155
Program Manager II	224	261	Hydrologist V	155	190
Program Manager III	290	328	Hydrologist VI	193	236
Engineer I	106	149	Hydrologist VII	252	308
Engineer II	61	123	Senior Geologist	139	170
Engineer III	119	166	Planner I	98	109
Engineer IV	132	184	Planner II	109	109
Engineer V	160	229	Planner III	112	118
Engineer VI	203	340	Planner IV	142	154
Engineer VII	241	341	Planner V	144	176
Engineer VIII	295	375	Planner VI	207	233
Engineering Technician	138	169	Planner VII	237	301
Group Manager	227	366	BIM/CAD Designer I	109	162
Lead Technical Professional	272	354	BIM/CAD Designer II	142	195
Electrical Engineer I	108	110	BIM/CAD Manager	181	206
Electrical Engineer II	112	124	BIM/CAD Supervisor	152	185
Electrical Engineer III	124	129	BIM/CAD Technician I	67	78
Electrical Engineer IV	150	190	BIM/CAD Technician II	74	100
Electrical Engineer V	191	242	BIM/CAD Technician III	89	140
Electrical Engineer VI	210	264	Designer I	119	152
Mechanical Engineer I	91	101	Designer II	146	205
Mechanical Engineer II	101	124	Senior Designer	200	233
Mechanical Engineer III	131	160	GIS Analyst I	81	88
Mechanical Engineer IV	136	146	GIS Analyst II	91	94
Mechanical Engineer V	184	200	GIS Analyst III	104	127
Mechanical Engineer VI	183	224	GIS Analyst IV	107	134
Intern	48	82	GIS Analyst V	102	172
Corporate Project Support	55	208	Utility Coordinator	102	125
			3D Visualization Coordinator	231	282

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

\$8.50 per hour

Bulk Printing and Reproduction

B&W **Color**

Small Format (per copy)

\$0.10 \$0.25

Large Format (per sq. ft.)

Bond

\$0.25 \$0.75

Glossy / Mylar

\$0.75 \$1.25

Vinyl / Adhesive

\$1.50 \$2.00

Mounting (per sq. ft.)

\$2.00

Binding (per binding)

\$0.25

OTHER DIRECT EXPENSES:

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

These ranges and rates will be adjusted annually in February. Last updated February 2019.

340022019

FNI **RW**
OWNER _____