

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") by and between Tarrant County (County) and Freese and Nichols, Inc. (Consultant), located at 801 Cherry Street, Suite 2800, Fort Worth, Texas effective on the date of approval in Tarrant County Commissioners Court.

### **SCOPE OF SERVICES**

Consultant agrees to perform the services set forth in the Scope of Services attached as Attachment SC in a timely and professional manner, consistent with industry and professional standards, and in accordance with all applicable laws and the terms of this Agreement. If any services, functions or responsibilities not specifically described in this Scope of Services are required for the proper performance and provision of these services, they shall be deemed to be included with the Scope of Services.

### **TERM AND RENEWAL OPTIONS**

Upon approval of this contract by the Tarrant County Commissioners Court, Consultant is authorized to begin the provision of services as described in the attached Scope of Services, as requested by the County.

### **PAYMENT AND INVOICING**

Compensation to Consultant for the services described in the attached Scope of Services shall not exceed \$255,622.00 in the hourly rates as shown in Attachment CO for the services under this Agreement, upon approval by the County.

- a. Consultant is to advise the County of additional services that may be required to complete this project successfully prior to any services being performed that are not part of this agreement, and must obtain prior written approval by the County before those services are performed and invoiced.
- b. If in the execution of services, the County may request Consultant to remove a service, prior to Consultant's performance of that service. Consultant agrees that the County will not be held responsible for costs associated with those services that were removed.
- c. Payments will be made monthly in arrears, on a net 30-day basis. The fee is to be inclusive of all travel costs.
- d. Invoices are to be detailed and reference the fees as shown in Attachment CO. A summary of the work performed during the invoiced period should accompany the invoice submittal.
- e. Submit invoices to: Tarrant County Auditor's Office, Attention: Accounts Payable, 100 E. Weatherford St., Suite 506, Fort Worth, Texas 76196, phone: 817-884-1205, or email to: [SAPInvoices@tarrantcountytexas.gov](mailto:SAPInvoices@tarrantcountytexas.gov) and [rvskinner@tarrantcountytexas.gov](mailto:rvskinner@tarrantcountytexas.gov).



## COMPLIANCE WITH LAWS

1. In providing the services required by this Agreement, Consultant must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Consultant shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

### 2. **Chapters 2271, 2252, and 2274 Texas Government Code Verification.**

(a) *Boycott of Israel Prohibited.* In compliance with Section [2271.001](#) et seq. of the Texas Government Code, Consultant verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section [808.001\(1\)](#) of the Texas Government Code.

(b) *Scrutinized Business Operations Prohibited.* In compliance with Section [2252.151](#) et seq. of the Texas Government Code, Consultant warrants and represents that: (1) neither Consultant nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Consultant nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Consultant nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section [2270.0052](#) of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section [2270.0102](#) of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section [2270.0152](#) of the Texas Government Code. Consultant further represents and warrants that neither Consultant nor any of its affiliates appears on any of the Texas Comptroller's [Scrutinized Companies Lists](#).

(c) *Boycott of Certain Energy Companies Prohibited.* In compliance with Section [2274.002](#) of the Texas Government Code (added by 87th Legislature, S.B. 13), Consultant verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section [809.001\(1\)](#) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

(d) *Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.* In compliance with Section [2274.002](#) of the Texas Government Code (added by 87th Legislature, S.B. 19), Consultant verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section [2274.001\(3\)](#) (added by 87th Legislature,



S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

3. **Compliance with Law.** Each party shall comply with the provisions of all applicable laws relating to the performance of its obligations under this Agreement. Each party is responsible for obtaining its own legal advice concerning its compliance with applicable laws.

4. **Prohibition of Political Activity.** None of the funds provided under this Agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent the Parties' compliance with the Texas Public Information Act. No funds provided under this Agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States. None of the funds provided under this Agreement shall be paid to any official or employee who violates any of the provisions of this Section.

5. **Form 1295 Certificate of Interested Parties.** Consultant acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as **Exhibit G** is a full and true copy of said filed form.

6. **Conflict of Interest.** Consultant assures that it is in compliance with the requirements of [Chapter 176](#) of the Texas Local Government Code and has filed or will promptly file the Conflict of Interest Questionnaire (CIQ Form) with the Tarrant County Clerk no later than the 7th business day after the date Consultant becomes aware of facts that require the form to be filed. Completed forms are to be sent to:

Tarrant County Transportation Services  
Attn: Randall Skinner, Director  
100 East Weatherford Street, Room 401  
Fort Worth, Texas 76196

## INSURANCE REQUIREMENTS

Consultant shall take out, pay for and maintain always during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County:

- a. Worker's Compensation/Employer's Liability
  1. Worker's Compensation – statutory
  2. Employer's Liability - \$500,000
- b. Commercial General Liability:
  1. Bodily injury/Personal injury/Property damage - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Auto Liability:
  1. Combined Single Limit (CSL) - \$500,000 per occurrence
- d. Contractual Liability – same limits as above
- e. Professional Liability Insurance - \$1,000,000 each claim with minimum \$2,000,000 aggregate

## FINANCIAL RESPONSIBILITY

Consultant is responsible for its incurred expenses in performing this contract unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, Consultant indemnifies and holds harmless the County against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to Consultant's negligent performance of this contract.

## AGENCY-INDEPENDENT CONTRACTOR

Neither Consultant nor any employee thereof is an agent of the County and neither the County nor any employee thereof is an agent of Consultant. This agreement does not and shall not be construed to entitle either party or any of their representative employees, if applicable, to any benefits, privilege, or other amenities of employment of the other part.

## ASSIGNMENT

Neither party may assign this contract.

## THIRD PARTY BENEFICIARY EXCLUDED

This party does not incur to the benefit of any specific third party. The parties to this contract do not consent to the waiver of sovereign or government immunity under Texas state or federal law to the extent either party may have that immunity under law.

## ENTIRE AGREEMENT

The Contract documents consist of the following:

- This Agreement
- Request for Qualifications 2022-044 Bid Documents and Consultant Response

- Consultant Proposal
- Any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement may not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties. For avoidance of doubt, this Agreement may not be modified orally.

The law of the State of Texas governs this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

This agreement is effective upon the date of approval in Tarrant County Commissioners Court.

#### TERMINATION

Either party may terminate this contract by:

- Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- Providing in the written notice the date of termination; and
- Sending the written notice by certified mail return receipt requested to the party at its address.

#### NOTICES

##### **Tarrant County**

Joseph Jackson, P.E.  
Tarrant County Transportation Services  
100 E. Weatherford, Room 401  
Fort Worth, Texas 76196

##### **Freese and Nichols, Inc.**


Chris Bosco, P.E.  
801 Cherry Street, Suite 2800  
Fort Worth, Texas 76102

#### **TARRANT COUNTY**

#### **FREESE & NICHOLS, INC.**

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Tim O'Hare  
County Judge




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Mazen Kawasmi, P.E.  
Principal/Vice President

**REVIEWED AS TO FORM:**

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Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$255,622:**

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Auditor's Office

**SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT****PROJECT UNDERSTANDING**

This project consists of performing an analysis to evaluate options and design services for reconstructing the Pyramid Boulevard culvert crossing north of Stroup Drive in Tarrant County, Texas. The project location is shown in the attached Exhibit 1. Pyramid Boulevard is the only point of access to approximately 50 properties, making the flooded crossing a nuisance and public safety hazard. The creek is not studied by FEMA and outfalls into an Unnamed Tributary to Bear Creek which is also unstudied (mapped as a Zone A). Because of this, modeling data will need to be developed for this analysis. The analysis will consider up to three (3) options for reconstructing the crossing including a range of culvert capacity options with or without downstream capacity improvements. This analysis will assess the hydraulic performance of existing flooding, develop alternative solutions and cost estimates, and document the study findings to allow Tarrant County to determine the proposed alternative for design and construction. The design services will advance the preferred alternative through final design and technical assistance throughout the procurement process and construction phase.

**ARTICLE I**

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

A. **PRELIMINARY PHASE:** FNI shall provide professional services in this phase as follows:

1. Project Management and Meetings
  - a. General project management and communications with the County.
  - b. Two (2) meeting with County staff to review the existing conditions analysis at the project location and the proposed alternatives and findings.
2. Data Collection
  - a. Collect and review pertinent information for the analysis including LiDAR topography, aerial imagery, and (if available) hydrologic and hydraulic models.
  - b. Complete one (1) site visit to observe existing conditions at the project location.
3. Hydrologic and Hydraulic Analysis
  - a. Prepare a new HEC-HMS model for the purpose of creating an inflow hydrograph for the 2D HEC-RAS model leveraging previously developed models as appropriate. Discharges will be calculated using the following hydrologic methods as described in the iSWM Hydrology Technical Manual:
    - i. Losses – SCS Curve Number Method
    - ii. Transform – SCS Unit Hydrograph

- iii. Rainfall – Precipitation inputs will be based on Atlas 14 rainfall depths and hypothetical frequency events (frequency storm), and will include analysis of the 2-, 5-, 10-, 25-, 50-, and 100-year storm events.
- b. Develop a 2D HEC-RAS model to evaluate the existing conditions at the crossing and approximately 500 feet upstream and downstream. The resulting floodplains will be mapped for comparison to the proposed conditions.

#### 4. Alternatives Analysis

- a. Using the models from previous task, model up to three (3) proposed alternatives to evaluate the hydraulic performance: (1) an improved crossing that will flood but less frequently, (2) a crossing capable of passing the highest discharge reasonably possible based on the geometric limitations of the site, and (3) channel grading in the downstream lots in addition to an improved crossing. Each alternative will be evaluated to determine its capability to pass the design discharge and to what degree it causes downstream hydraulic impacts in the 100-year event.
- b. For each alternative, develop an exhibit demonstrating the improved crossing, limits of grading and recommended drainage easements (if applicable), and resulting flood extents.
- c. For each alternative, develop a budgeting opinion of probable construction cost (OPCC).

#### 5. Technical Memorandum

- a. FNI will prepare a technical memorandum documenting existing conditions findings, the proposed alternatives, OPCCs, and corresponding exhibits. FNI will submit to County electronically as a PDF.
- b. FNI will make up to one (1) iteration of revisions for the memorandum based on County comments.

#### B. PRELIMINARY DESIGN PHASE (60%): FNI shall provide professional services in this phase as follows:

- 1. Collect relevant project data. Survey, geotechnical information, environmental services and utility location for the preferred alternative are expected to be necessary and are Additional Services, pursuant to Article II.
- 2. Provide 60% Design Services to the County with the following design plans. All information listed will be provided on the design plans:

##### GENERAL

- TITLE SHEET
- INDEX OF SHEETS
- PROJECT LAYOUT AND SURVEY CONTROL
- HORIZONTAL ALIGNMENT DATA
- TYPICAL SECTIONS
- GENERAL NOTES

##### TRAFFIC CONTROL



- TRAFFIC CONTROL NARRATIVE
- TXDOT STANDARD DETAIL SHEETS

#### ROADWAY

- REMOVAL PLAN
- ROADWAY PLAN AND PROFILE
- PAVEMENT MARKING AND SIGNAGE PLAN
- TXDOT STANDARD DETAIL SHEETS

#### DRAINAGE

- DRAINAGE AREA MAP
- DRAINAGE CALCULATIONS
- CULVERT PLAN AND PROFILE
- CHANNEL GRADING PLANS (2 SHEETS)
- TXDOT STANDARD DETAIL SHEETS

#### EROSION CONTROL

- EROSION CONTROL LAYOUT
- TXDOT STANDARD DETAIL SHEETS

3. Develop an opinion of probable construction cost (OPCC). Sources of data used in the preparation of the OPCC include, construction data aggregation services, similar past projects, bid results from previous County projects of similar type, and professional experience and engineering judgement.
4. Provide an outline of the construction specifications utilizing County and TxDOT standard documents for the 60% Design.
5. Conduct QC/QA of the 60% Design deliverables.
6. Attend one (1) post-submittal meeting for the 60% Design with the County.
7. For 60% Design, provide the County with three (3) copies of half size (11"x17") drawings, three (3) copies of the opinion of probable construction cost, and PDF copy of the above items.

#### **ASSUMPTIONS**

- Crossing will be replaced with a TXDOT standard box culvert. Design of a bridge or special culverts will be considered an additional service.
- Channel design is limited to 200 LF.
- Headwall design to use TXDOT standard details.
- Any potential utility relocations are not included.
- Roadway will remain open ditches. Design of inlet or curb and gutter system is excluded.
- Roadway design is limited to 50 LF on either side of the culvert.

#### **C. Final Design (90% and 100%)**

1. After review and approval of the 60% design by the County, provide 90% then 100% design services.

2. Provide 90% then 100% design services by progressing, updating, or revising the plans listed in the 60% design submittal.
  3. Develop an opinion of probable construction cost (OPCC) based on 90% then 100% Design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past projects, bid results from previous County projects of similar type, and professional experience and engineering judgement.
  4. Prepare full construction specifications documents utilizing County and TxDOT standard documents for the 90% and 100% design.
  5. Attend one (1) post-submittal meeting for the 90% design with the County.
  6. For the 90% and 100% Design, provide County with of three (3) copies of half size (11"x17") drawings, one (1) copy of the project specifications, three (3) copies of the opinion of probable construction cost, and PDF copy of the above items.
- D. BID PHASE: Upon completion of the design services, provide professional services in this phase as follows:
1. Provide the County with bid documents including bid drawings and project specification documents.
  2. Attend one (1) pre-bid meeting and assist to create a pre-bid meeting agenda.
  3. Assist the County by responding to questions and interpreting plans and specifications. Prepare and issue up to one addenda to the bid documents to the County, if necessary.
  4. Assist County in reviewing the Contractor's qualifications and providing a recommendation to the County for award of contract. County will receive, open, and tabulate the bids.
  5. Furnish County with issued for construction sets including four (4) copies of half size (11"x17") drawings, four (4) copies of the project specifications, and PDF copy of the above items.
- E. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, 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 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.

1. Attend the preconstruction conference.

2. Make visits to the construction site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the contract documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.
3. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
4. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
5. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.
6. Conduct, in company with the County's representative, a final review of the project for conformance with the design concept of the project and general compliance with the contract documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.
7. Revise the construction drawings in accordance with the information furnished by the contractor reflecting changes made during construction. Furnish Client one (1) electronic copy (.pdf format) of "Record Drawings."

#### **ASSUMPTIONS**

- Two (2) construction site visits are assumed
- Eight (8) submittal reviews are assumed
- Two (2) RFIs are assumed
- One (1) change order is assumed

#### **ARTICLE II**

**ADDITIONAL SERVICES:** Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client in writing, are described as follows:

- A. Survey required for design
- B. Providing SUE (subsurface utility engineering) services.
- C. Providing utility design and coordination services.

- D. USACE 404 or other environmental permitting services
- E. Land acquisition services (ROW and easements)
- F. Construction materials testing.
- G. Conducting CCTV inspection of existing storm drain system or utilities.
- H. Providing traffic analysis services.
- I. Performing a structural analysis of the existing bridge
- J. Cultural resources survey by a professional archeologist.
- K. Geotechnical Engineering Services
- L. LOMR, CLOMR or other FEMA coordination
- M. Providing renderings, model, and mock-ups requested by the County.
- N. Making revisions to exhibits or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by County or 2) due to other causes not solely within the control of FNI.
- O. 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 County.
- P. Meeting or trips in excess of the number of meetings included in Article I for site visits, coordination meetings, or other activities.
- Q. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- R. Preparing data and reports for assistance to County 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.
- S. 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.
- T. Providing basic or additional services on an accelerated time schedule. The scope of this service include 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 County.
- U. Providing document revisions in excess of those outlined in Article I.

### ARTICLE III



**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the design services within ten (10) months from Notice to Proceed exclusive of delays due to client reviews or the procurement and execution of Additional Services.

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 Client 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 IV

**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. 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.
- F. 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.
- G. 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.

- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. 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.
- J. 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.
- K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- L. Bear all costs incident to compliance with the requirements of this Article VI.

#### ARTICLE VI

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

Client's Designated Representative – Joseph Jackson, P.E.  
Tarrant County Engineer / Assistant Director  
Tarrant County Transportation Services  
(817) 884-1153  
[jjjackson@tarrantcountytx.gov](mailto:jjjackson@tarrantcountytx.gov)

FNI's Designated Representative – Justin Oswald, P.E.  
Freese and Nichols, Inc.  
(817) 735-7506  
[jto@freese.com](mailto:jto@freese.com)

FNI's Accounting Representative – Erin Westbrook  
Freese and Nichols, Inc.  
(817) 735-7395  
[Erin.Westbrook@freese.com](mailto:Erin.Westbrook@freese.com)

**COMPENSATION**

ATTACHMENT CO

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>	
	<b><u>Min</u></b>	<b><u>Max</u></b>
Professional 1	98	172
Professional 2	126	196
Professional 3	140	308
Professional 4	161	354
Professional 5	228	396
Professional 6	249	466
Construction Manager 1	116	158
Construction Manager 2	123	196
Construction Manager 3	147	200
Construction Manager 4	175	249
Construction Manager 5	210	294
Construction Manager 6	280	347
Construction Representative 1	81	88
Construction Representative 2	102	116
Construction Representative 3	130	186
Construction Representative 4	130	186
CAD Technician/Designer 1	88	119
CAD Technician/Designer 2	105	193
CAD Technician/Designer 3	151	245
Corporate Project Support 1	74	154
Corporate Project Support 2	84	217
Corporate Project Support 3	105	319
Intern / Coop	56	95

**Rates for In-House Services and Equipment**

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

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. 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 1.10. 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 2023.**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.  
Fort Worth, TX United States

**Certificate Number:**  
2023-1065757

**Date Filed:**  
08/29/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Contract  
Pyramid Boulevard Culvert Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is Pam Fordtran, and my date of birth is February 12, 1962.

My address is 800 N. Shoreline, Suite 1600N, Corpus Christi, TX, 78401, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 29th day of August, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)