



**City Council  
Agenda Memo**

**City Council Meeting Date: 9/22/2015**

**TO: Honorable Mayor and Members of the City Council**

**FROM: Robert Hanna, ICMA-CM**

**SUBJECT: Resolution - Authorize the City Manager to enter into an agreement with Freese and Nichols, Inc for professional services.**

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**GENERAL INFORMATION**

Council discussed the implementation strategy for the 2015 Bond Projects at their September Work Session. At that meeting, Council directed staff to move forward with a plan to negotiate professional services for an implementation management team for the bond program. This team will manage the programmatic aspects of the bond program and will provide general oversight and other professional services to the City of Abilene as we move forward in the \$23 million dollar initial phase of the 2015 bond program.

Staff has worked with Freese and Nichols, Inc (FNI) to identify a scope of work and corresponding fee for service that meets the service needs set forth by the City. The scope includes the following service areas: (1) Program Management Support, (2) Design Management and Oversight, (3) Bid or Negotiation Phase Services, (4) Construction Phase Assistance, (5) Right of Way and Property Acquisition Services, (6) e-Builder Support, (7) Resident Representation and Construction inspections (as needed), and (8) Public Involvement Process Support. These eight major service areas are further defined into sub-components in the attached Scope of Work.

The agreement is for an initial term of one year. It is anticipated that FNI will assist the City more heavily in the initial phases of the bond program than in later phases. It is the intent of the City Manager to have FNI teach the organization best practices in the planning and implementation of capital projects and bond projects in an effort to wean the City away from the need for such professional service agreements in future years.

To this end, a group of key employees have been identified to have a greater role and involvement in the implementation program. In addition, the coordination of e-Builder services has been added to the scope. e-Builder is a powerful software tool that will assist the City in managing the project workflow process for each project or program associated with the bond initiative. It will also be used for our capital implementation program. The City already owns the licenses for e-Builder, and with the assistance of FNI we will position ourselves to integrate it more fully into our organization.

**SPECIAL CONSIDERATIONS**

The City Manager remains committed to the concept that the organization lacks sufficient bandwidth to execute the bond program successfully without the assistance and services identified in the attached scope of work. In this instance, success is defined as funds being fully expended in a five year execution window, with as many

of the projects originally authorized by the voters completed in that same timeframe.

**FUNDING/FISCAL IMPACT**

The scope of work identified will be completed for a not-to-exceed amount of \$660,000, billed in 12 monthly installments of \$55,000 each. This professional service fee represents 2.87% of the total Phase I amount of \$23 million dollars. Funding for this professional services agreement is an eligible bond expense and can be charged proportionally to each project. If Council would prefer that this fee be funded through end of year savings, this is also an acceptable funding mechanism. This latter method also has the added benefit of maximizing bond funds for available project dollars.

**STAFF RECOMMENDATION**

Staff recommends adopting the resolution authorizing the City Manager to enter into a professional services agreement with Freese and Nichols, Inc for the attached scope of work. Staff further recommends that this professional services agreement be funded from end of year savings and that these savings be set aside for this purpose in addition to street improvements and fire apparatus replacements.

**BOARD OR COMMISSION RECOMMENDATION**

Not applicable.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Professional Services Agreement	Exhibit
<input type="checkbox"/> Attachment A - Scope of Work	Exhibit
<input type="checkbox"/> Attachment B - Annual Work Plan	Exhibit

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FREESE AND NICHOLS, INC.**

**WHEREAS**, the City Council directed staff to seek professional services for the implementation of the 2015 bond program at their September work session; and,

**WHEREAS**, staff complied with the professional services procurement act in the selection of Freese and Nichols, Inc. for said professional services basing a selection of Freese and Nichols on their qualifications, their professional reputation, their experience with similar services with other jurisdictions, and their experience with the City of Abilene; and,

**WHEREAS**, staff has developed a scope of work and negotiated a corresponding professional service fee in accordance with the professional services procurement act; and,

**WHEREAS**, the agreement is for an initial term of one year for a not to exceed amount of \$660,000, and this represents 2.87% of Phase I of the City's 2015 bond program.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:**

The City Manager is authorized to execute any and all documents to accomplish the services contemplated in the scope of work attached to the professional services agreement with Freese and Nichols, Inc approved through the adoption of this resolution.

This resolution is effective upon adoption.

ADOPTED this 22nd day of September, 2015.

ATTEST:

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norman Archibald, Mayor

APPROVED:

\_\_\_\_\_  
T. Daniel Santee, City Attorney



**PROFESSIONAL SERVICES CONTRACT**  
ENGINEERS AND ARCHITECTS

This contract, dated September 22, 2015, is between the City of Abilene ("City"), and Freese and Nichols, Inc. ("Consultant").

The City wants to contract for professional services more fully identified and explained in Attachment A, "Scope of Work" for the projects more fully identified in Attachment B, "Annual Work Plan", and the Consultant will provide professional services to assist in accomplishing that objective.

**I. TERMS**

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A for those projects identified in Attachment B, which are incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date, such date shall not exceed twelve full months from the execution of this agreement by all parties.

**II. PAYMENT**

Payment is according to Attachment A.

**III. ASSIGNMENT**

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent.

**IV. AMENDMENT OR MODIFICATION**

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent.

## V. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the Consultant's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested*. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

## VI. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

## VII. INDEMNITY

### A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Consultant" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Consultant's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Consultant.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) reasonable attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

“Proven” shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

“Sole negligence” shall mean negligence of a party that is unmixed with the fault of any other person or entity.

## **B. Indemnity**

**The Consultant is an Independent Contractor. Consultant and Consultant’s employees are not the agents, servants, or employees of the City. The Consultant must indemnify, hold harmless the City, its officers, agents and employees, from and against liability for any damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and reasonable attorney’s fees and other reasonable costs arising out of or resulting from Consultant’s work and/or activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Consultant, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons for whom Consultant is found legally liable for.**

**Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.**

**Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise upon the premises, responsibility for any such defects being expressly assumed by the Consultant. This indemnity provision applies to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.**

**The City and the Consultant must provide the other prompt and timely notice of any event covered which in any way, directly, indirectly, contingently or otherwise, affects or might affect the other. The City may compromise and defend the same to the extent of its own interests.**

## **VIII. INSURANCE**

### **A. GENERAL REQUIREMENTS**

The Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City's Office of Risk Management for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes the notice to proceed with any work under this agreement, the Consultant must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Consultant must furnish new certificates or copies of the policy before the expiration date.

**B. ADDITIONAL REQUIREMENTS**

The required liability insurances and their certificates shall:

1. Name the City as an additional insured with respect to operations for which this agreement is made.
2. Provide for 30-day advance written notice of cancellation or material change.

**C. TYPES AND AMOUNT OF INSURANCE**

The types of insurance required in this contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required.

<u>Type</u>	<u>Amount</u>
<u>x</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>x</u> 2. Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability (Insuring above indemnity) and where the exposures exist . Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 3. Business Automobile Liability<br>to include coverage for:<br>. Owned/Leased Autos<br>. Non-Owned Autos<br>. Hired Cars | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |
| <input checked="" type="checkbox"/> 4. Professional Liability   | \$500,000 combined single limit<br>(per occurrence)   |
| <input type="checkbox"/> 5. See Addendum for Special<br>Coverages and/or revisions  |   |
| <input type="checkbox"/> 6. No Insurance Required   |   |

### **IX. VENUE, CHOICE OF LAW AND INTERPRETATION**

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

### **X. TERMINATION**

This contract may be terminated at any time upon 30 days written notice by City to Consultant. In the event of termination, Consultant will be compensated for work satisfactorily performed before the termination date.

If, through any cause, the Consultant fails to fulfill his obligations under this contract, or if the Consultant violates any of the agreements of this contract, the City has the right to terminate the contract by giving five days written notice to the Consultant. The Consultant will be compensated for work satisfactorily performed before the termination date.

The Consultant, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Consultant. The City may withhold any payments to Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

### **XI. PROJECT REPRESENTATION**

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Consultant and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the means, methods, techniques, or procedures employed by Consultant. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Consultant's control.

### **XII. NOTICE**



All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

**CITY**

Robert Hanna, ICMA-CM  
City Manager  
City of Abilene  
555 Walnut, PO Box 60  
Abilene, TX 79604

**CONSULTANT**

Kevin Johnson, PE  
Vice President/Principal  
Freese & Nichols, Inc.  
2711 N. Haskell Ave, Suite 300  
Dallas, TX 75204

**XIII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

Consultant, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

**XIV. NO INDEBTEDNESS**

Consultant agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Consultant is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

**XV. EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

**XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

Consultant must comply with the Immigration Reform and Control Act (IRCA) and may

not knowingly obtain labor or services of an unauthorized alien. Consultant -- not City -- must verify eligibility for employment as required by IRCA.

**XVII. MINORITY AND WOMEN BUSINESS ENTERPRISES**

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 500 Chestnut St., 6<sup>th</sup> floor, Abilene, Texas, 79602, 325-690-0300.

**XVIII. SALES TAX**

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Consultant. The Consultant must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Consultant is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

**IN WITNESS HEREOF** the parties have executed this agreement.

**CITY OF ABILENE**

**FREESE AND NICHOLS, INC.**

By: \_\_\_\_\_  
Robert Hanna

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

ATTEST:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Federal Tax I.D.# 75-1531935

APPROVED:

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City Attorney

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Risk Manager

ATTEST: (If Corporation)

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Corporation's Secretary

Corporate Seal (if available)

**ATTACHMENT A**  
**SCOPE OF WORK**

**ATTACHMENT B**  
**ANNUAL WORK PLAN**

## ATTACHMENT A

### **SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER BOND PROGRAM - PROGRAM MANAGEMENT FOR CITY OF ABILENE (THE CITY)**

**GENERAL:** The City of Abilene's 2015 Bond Program (the Project) will include planning, design and construction of various capital improvement projects (CIP) as approved by the voters in May 2015. FNI will provide a variety of services to support the City in execution of the bond program including program and project management assistance, design management and oversight, and construction phase assistance. FNI's services may also include, if requested by the City, on site representation during construction, site/civil, structural, storm water management, environmental services, GIS, or other general engineering services that may be needed from time to time to support the timely execution of the program.

#### ARTICLE I

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

##### A. Program Management Support

1. Assist the city to develop CIP management organizational structure, including organization chart, roles and responsibilities, etc.
2. Document Existing Project Execution Processes and Develop New Processes As Needed
  - a) Establish workflows, standards and communications protocols for the following processes:
3. Program Level Planning and Reporting
  - a) Preliminary project schedule/budget development
  - b) Resource identification and allocation
  - c) Cash flow analysis
  - d) Program level progress reports
  - e) Update scope, schedule and budgets for projects for future years at approximately month 10 of this contract to allow for financial planning and estimates of future program management support effort.
4. Project Controls
  - a) Schedule Development & Maintenance
  - b) Document Control
    - (i) e-Builder will be used to store all documents associated with the bond program.
  - c) Budget Development & Maintenance
    - (i) Manage projects financials in e-Builder by tracking all project expenditures. City Finance department will be responsible for payments.

5. Project Execution Process Tracking
  - a) Analyze project progress against execution processes to address conflicts, bottlenecks or other issues causing miscommunication, rework, or other problems impacting schedule, quality or efficiency.
  - b) Periodically work with project participants to review project execution processes to streamline processes and address concerns.
  - c) Develop a change management system to roll-out process changes to project participants.
6. Meeting support
  - a) Conduct recurring project team meetings
  - b) Conduct recurring management meetings
  - c) Conduct reoccurring franchise utility coordination meetings
  - d) Conduct periodic/special meetings as needed
  - e) Prepare agenda/minutes for all meetings
  - f) Facilitate Team Meetings
  - g) Development of action items
7. Project status tracking and reporting
  - a) Compile data from various sources
  - b) Prepare and analyze progress reports
  - c) Forecast completion dates and develop recovery plans
8. Contract Documents
  - a) Review and make recommendations on changes to contract documents to address use of e-Builder, 3<sup>rd</sup> Party Program Manager, incentives and liquidated damages. The City will be responsible for incorporating feedback into contract documents.

B. Design Management and Oversight

It is anticipated that detailed design for each project will be done by other design consultants. Services provided by FNI will be for the general oversight and management of outside design consultants.

1. Consultant Selection Process
  - a) Prepare consultant Request for Qualifications (RFQ) and administer the process for city staff to select design consultants
  - b) Assist City in the contract negotiations and present contract to City Council for approval.
  - c) Prepare and administer kick-off meeting with design consultant
2. Review and make recommendations to City on pay requests and proposed design contract change requests.

3. Coordinate with design consultants on a regular basis to assure project schedule is adhered to.
4. Coordinate any needs and action items from the consultant they may have of the City or other agencies.
5. Track the process for design approval with outside agencies (when required) and participate in required meetings (TxDOT, ISD's, County, other City Departments, FEMA, USACE, etc.)
6. Review and prepare comments on all submitted plans, specification and cost estimates at 30%, 60% and 90% milestones for conformance with City and regulatory agencies design requirements and standards and coordinate any reviews with additional city departments.
7. Work with the design professionals of each project, whether Owner designed projects or Owner-procured Consultant designed projects, to perform constructability reviews at the 60% and 90% milestones.

C. Bid or Negotiation Phase

Upon completion of the design management and oversight services provided by FNI under Paragraph B above, and approval of "Final" drawings and specifications by the City, FNI will proceed with the performance of services in this phase as follows:

1. For Owner designed projects, assist Owner in securing bids by coordinating the issuance of Notice to Bidders to prospective contractors, vendors and to selected plan rooms. The cost for publications shall be paid by the City.
2. For Owner-procured Consultant (the "Consultant", to include engineers and/or architects as appropriate) designed projects, coordinate with Consultant in securing bids by coordinating Consultant's issuance of Notice to Bidders to prospective contractors, vendors and to selected plan rooms. The cost for publications shall be paid by the City.
3. For Owner designed projects, conduct a pre-bid conference for the construction projects and coordinate responses by the engineer of record. Response to the pre-bid conference will be in the form of addenda issued by the engineer of record after the conference.
4. For Consultant designed projects, coordinate with Consultant for the Consultant to conduct a pre-bid conference for the construction projects and coordinate responses by the Consultant. Response to the pre-bid conference will be in the form of addenda issued by the Consultant after the conference
5. For Owner designed projects, FNI will assist in the opening, tabulating, and analyzing the bids received.
6. For Consultant designed projects, FNI will coordinate with the Consultant for the Consultant's opening, tabulating, and analyzing the bids received.
7. Present to City Council the recommendation of award.
8. For Owner designed projects, FNI will furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.



9. For Consultant designed projects, FNI will coordinate the Consultant furnishing the contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. Construction Phase Assistance (General Representation)

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. This is in general alignment with the normal efforts provided by city staff during the construction phase. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. For Owner designed projects, FNI will conduct pre construction conference(s) with the Contractor(s) and the Owner's engineer of record, review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash flow of the Project from information provided by the Construction Contractor.
2. For Consultant designed projects, FNI will coordinate with the Consultant for the Consultant to conduct pre construction conference(s) with the Contractor(s) and Consultant's review of construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract. FNI will prepare a proposed estimate of monthly cash flow of the Project from information provided by the Construction Contractor
3. Establish communication procedures with the Contractor for Owner designed projects and for Consultant designed projects. FNI shall prepare weekly reports of construction progress for Owner designed projects, and shall coordinate with the Consultants in the Consultants preparation of weekly progress reports. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
4. Monitor the processing of the Owner's engineer of record, Consultant's and contractor's submittals and project documentation in e-Builder. Produce monthly reports indicating the status of all submittals in the review process. The professional of record, whether Owner designed projects or Consultant designed projects, will 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. Monitor the progress of the Owner's engineer of record, Consultant and contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, and working with the Consultant on applicable projects, FNI will determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

6. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative or construction inspector) 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 Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner.
7. On Owner designed projects, FNI will work with the Owner's engineer of record, and FNI will notify the contractor of non-conforming work observed on site visits. FNI will review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
8. On Consultant designed projects, FNI will work with the Consultant for the Consultant to notify the contractor of non-conforming work observed on site visits. FNI will monitor the Consultant's review of quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents
9. FNI will coordinate the selection and award of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the City. The day to day management, oversight and scheduling of the testing lab will be the responsibility of the on-site construction inspector.
10. On Owner designed projects, FNI will establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to the City is not impacted, will also be prepared.
11. On Consultant designed projects, FNI will work with the Consultant to establish procedures for administering constructive changes to the construction contracts. FNI will coordinate with the Consultant for the Consultant to process contract modifications and FNI will work with the Consultant to negotiate with the contractor on behalf of the City to determine the cost and time impacts of these changes. FNI will review Consultant's prepared change order documentation for approved changes for execution by the City. Documentation of field orders prepared by the Consultant, where cost to the City is not impacted, will also be reviewed by FNI.
12. On Owner designed projects, FNI will prepare documentation along with the engineer of record for contract modifications required to implement modifications in the design of the project. FNI will receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate.
13. On Consultant designed projects, FNI will work with the Consultant for the Consultant to prepare documentation for contract modifications required to implement modifications in the design of the project. FNI will coordinate with Consultant for the Consultant to receive and evaluate notices of contractor claims and make recommendations to the City and FNI on the merit and value of the claim on the basis of information submitted by the contractor or available in project

documentation. Consultant will endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate and will keep FNI informed during negotiations.

14. Conduct, in company with the City and professional of record, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. The design engineer will prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s).

E. Right of Way/Property Acquisition Services

1. Coordinate with City staff on the ROW/easement acquisition process. The City will continue to acquire the property, FNI will assist in the coordination and prioritization.

F. e-Builder support

1. eBuilder Platform Development/Maintenance

- a) Consult with eBuilder to continue to assist city in development of tailored solution for the City
- b) Develop or finalize workflows and smart forms for these processes:

- (i) Certified Test Report
- (ii) Change Order\*\*
- (iii) Contract Modification Request
- (iv) Daily Construction Report
- (v) Email in Certified Test Report
- (vi) Emailed in Shop Drawing
- (vii) Pay Request\*\*
- (viii) PCM
- (ix) Project Photos
- (x) Record Data
- (xi) Request for Information\*\*
- (xii) Schedule of Progress
- (xiii) Shop Drawing
- (xiv) Site Visit Report
- (xv) Plan review\*\*
- (xvi) ROW acquisition
- (xvii) Contract approval\*\*
- (xviii) Legal review

\*\* - process is in place or started by City

G. Support Public Involvement Process

1. Assist the City with development of the Public Involvement Strategy and process for bond program projects.
2. Assist city with status of projects and schedule of upcoming activities for press releases, media inquiries, etc.
3. Assist the City with development of overall schedule for Public Involvement Process
4. Coordinate/support the City's Communications and Media Relations to notify impacted landowners and other stakeholders for public meetings. Notification and planning for public meetings will be responsibility of the City.
5. Attend public meetings, prepare presentation materials and facilitate public meetings as one of the technical experts.

**ADDITIONAL SERVICES:**

A. Resident Representation/Construction Inspections

1. Day to day inspection and oversight, if/when needed can be provided under a separate task order.

B. E-Builder Support

1. Additional development of custom reports, dashboards and processes to support project and program reporting other than what is shown under Section F above.

C. Support Public Involvement Process

1. FNI can provide the following Public Involvement Support on as needed basis at an hourly rate or a separate task order.
  - a) Public information meeting planning and facilitation
  - b) Website development for public status of program
  - c) Ground breaking and ribbon cutting event planning and execution
  - d) Social media support
  - e) Media relations support (phone calls, press releases, etc.)
  - f) Email updates and analytical reports

## COMPENSATION

Compensation to FNI shall be based on Fifty-Five Thousand dollars per month (\$55,000/month) for 12 months, for a total fee not to exceed Six Hundred Sixty Thousand Dollars (\$660,000). Such fee shall be for work described in the Professional Services Agreement, Article I, Basic Services and as shown in attached schedule (titled "City of Abilene – 2015 Bond"). Work and compensation described herein shall extend from execution of this Professional Services Agreement for a period of 12 months. 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 Schedule of Charges.

### Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

### Rates for In-House Services

#### Technology Charge

\$8.50 per hour

#### Travel

Standard IRS Rates

#### Bulk Printing and Reproduction

	<u>B&amp;W</u>	<u>Color</u>
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 1.05.

# Attachment B - Annual Work Plan

09/09/15

Activity ID	Activity Name	Original Duration	Start	Finish	2015												2016												2017			
					r	M	Jun	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	Jun	Jul	A	S	Oct	N	Dec	Jan	F	V				
<b>City of Abilene</b>					1378d 06/01/15 10/30/20																											
<b>Bond Prop. 1 - Streets and Roads</b>					401d 10/01/15 04/28/17																											
<b>Minor Design - City or Consultant</b>					358d 10/01/15 02/28/17																											
<b>Northside - Ambler Ave.</b>					84d 10/03/16 02/01/17																											
A1000	Design	84d	10/03/16*	02/01/17																												
<b>Northside - West Lake Rd.</b>					235d 10/01/15 09/01/16																											
A1020	Design (Currently @ 50%)	63d	10/01/15*	12/31/15																												
A1300	Bid	65d	01/04/16	04/01/16																												
A1030	Construction	107d	04/04/16	09/01/16																												
<b>Southside - Antilley Rd.</b>					297d 10/01/15 11/30/16																											
A1260	Design (Currently @ 90%)	63d	10/01/15*	12/31/15																												
A1310	Bid	62d	01/04/16	03/29/16																												
A1270	Construction	172d	03/30/16	11/30/16																												
<b>Southside - Pioneer Dr.</b>					124d 09/01/16 02/28/17																											
A1400	Design	124d	09/01/16*	02/28/17																												
<b>Major Design/Construction (Consultant)</b>					382d 10/01/15 04/03/17																											
<b>Southside - Catclaw Dr.</b>					362d 10/01/15 03/06/17																											
A1200	Design (Currently @ 50%)	104d	10/01/15*	02/29/16																												
A1380	Bid	65d	03/01/16	05/31/16																												
A1210	Construction	193d	06/01/16	03/06/17																												
<b>Northside - N. Willis St.</b>					170d 08/01/16 03/31/17																											
A1040	Design	170d	08/01/16*	03/31/17																												
<b>Northside - N. 6th / Leggett Dr.</b>					126d 10/03/16 03/31/17																											
A1060	Design	126d	10/03/16*	03/31/17																												
<b>Northside - N. 1st St.</b>					126d 10/03/16 03/31/17																											
A1080	Design	126d	10/03/16*	03/31/17																												
<b>Southside - Hardwick Rd.</b>					126d 10/03/16 03/31/17																											
A1280	Design	126d	10/03/16*	03/31/17																												
<b>Southside - Butternut St.</b>					190d 07/01/16 03/31/17																											
A1320	Design	190d	07/01/16*	03/31/17																												
<b>Northside - Judge Ely Blvd.</b>					382d 10/01/15 04/03/17																											
A1100	Design (Currently @ 50%)	63d	10/01/15*	12/31/15																												
A1390	Bid	65d	01/04/16	04/01/16																												
A1110	Construction	254d	04/04/16	04/03/17																												
<b>Bond Prop 1 - Misc. Traffic Signals</b>					381d 10/01/15 03/31/17																											
<b>Traffic Signals</b>					381d 10/01/15 03/31/17																											
A2330	Design - Year 1	127d	10/01/15*	03/31/16																												
A2340	Construction - Year 1	128d	04/01/16	09/30/16																												
A2350	Design - Year 2	126d	10/03/16*	03/31/17																												
<b>Bond Prop 1 - Central Business District (CBD) and South of Downtown Area (SODA)</b>					401d 10/01/15 04/28/17																											
<b>Northside - CBD Asphalt</b>					381d 10/01/15 03/31/17																											
A1140	Design - Year 1	127d	10/01/15*	03/31/16																												
A1150	Construction - Year 1	128d	04/01/16	09/30/16																												
A1970	Design - Year 2	126d	10/03/16*	03/31/17																												
<b>Northside - CBD Concrete Repair</b>					338d 01/04/16 04/28/17																											
A2050	Design - Year 1	171d	01/04/16*	08/31/16																												
A2060	Construction - Year 1	167d	09/01/16	04/28/17																												
<b>Southside - SODA Area</b>					381d 10/01/15 03/31/17																											
A2130	Design - Year 1	127d	10/01/15*	03/31/16																												
A2140	Construction - Year 1	128d	04/01/16	09/30/16																												
A2150	Design - Year 2	126d	10/03/16*	03/31/17																												
<b>Bond Prop. 2 - Civic Center</b>					317d 10/01/15 12/30/16																											
<b>Exhibit Hall Renovation</b>					317d 10/01/15 12/30/16																											
A1480	Design - Year 1	84d	10/01/15*	02/01/16																												
A1490	Construction - Year 2	85d	02/02/16	05/31/16																												
A2310	Design - Year 2	107d	05/02/16*	09/30/16																												
A2320	Construction - Year 2	62d	10/03/16	12/30/16																												
<b>Auto. Fly System</b>					128d 01/04/16 06/30/16																											
A1500	Design	64d	01/04/16*	03/31/16																												
A1510	Construction	64d	04/01/16	06/30/16																												
<b>Bond Prop. 3 - Sidewalks</b>					1334d 08/03/15 10/30/20																											
<b>Sidewalks</b>					1334d 08/03/15 10/30/20																											
A1520	Design	1291d	08/03/15*	08/31/20																												
A1530	Construction	1292d	10/01/15*	10/30/20																												
<b>Bond Prop. 4 - Fire and Police</b>					531d 06/01/15 06/30/17																											
<b>Fire Station 4</b>					531d 06/01/15 06/30/17																											
A1540	Land	277d	06/01/15*	06/30/16																												
A1550	Design	212d	09/01/15*	06/30/16																												
A1560	Construction	254d	07/01/16	06/30/17																												

Land
  Construction
  Design
  Bid



