

EXHIBIT "A"



CONTRACT CHANGE AUTHORIZATION #3

PO#: 13184

Client: City of Keller Attn: Dennis Fritz, P.E. Senior Engineer/Public Works Dept. P.O. Box 770 Keller, TX 76244-0770	FNI Project No.: KEL13205/PO#: 13184	
	Client Contract Ref.: Contract No. 13-11	
	Date: May 3, 2017	
Project Description: Alta Vista Pump Station Project (600-CIP-1201) Additional Engineering Services		
Description of Services Added:		
Utilize Construction Manager at Risk (CMAR) as the project delivery method.		
Meet and collaborate with Owner and CMAR evaluating/analyzing CMAR recommendations.		
Rework of current design and/or provide additions to original scope of work, as necessary due to accepted changes by Owner of CMAR recommendations, and also due to changes in the statutory requirements since the project's design was placed on hold.		
Startup and commissioning services for the pump station.		
Full-time construction Resident Representative (45 hours/week for 18 months).		
Provide for material testing (soils, concrete and field weld inspection) by retaining the services of a Construction Materials Testing Lab.		
Refer to the attached scope of services (SC) for more details.		
Compensation shall be adjusted as follows: The total compensation will be increased by a not to exceed fee of Seven Hundred Forty-Two Thousand Dollars (\$742,000.00), see Attachment CO.		
	Original Contract & CCA #1 & CCA #2	\$581,950.00
	CCA #3	\$742,000.00
	Revised Total Contract	\$1,323,950.00
Schedule shall be adjusted as follows: The original NTP was March 5, 2013 and was to be completed with 47 weeks, not including any review time by the Owner. The project was placed on hold in March 2016. FNI was released to begin design on March 14, 2017. Using the original design schedule, resetting design completion to 70%, and incorporating time required by using the CMAR project delivery method, the project shall be complete within 730 calendar days, not including review time by the Owner.		

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

☒ This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

BY: _____

Thomas Haster, P.E.
Print or Type Name

TITLE: Vice President

DATE: 5/3/2017

CITY OF KELLER, TEXAS:

BY: _____

Mark Hafner
Print or Type Name

TITLE: City Manager

DATE: _____

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FNI has developed its fee on the basis of the expected work to finish the project. However, the current FNI contract for the AVPS has approximately \$150,000 of fee remaining, which would be subtracted from the value of the proposed work for the CCA #3.

A summary of the fee breakdown for the work is as follows:

AVPS Design and Construction Phase Services			
	Required	Amount Remaining	CCA #3
CMAR Procurement Assistance:	\$57,000.00	(\$17,000.00)*	\$40,000.00
CMAR Pre-Construction Assistance:	\$35,000.00	-	\$35,000.00
Final Design:	\$156,000.00	(\$71,000.00)	\$85,000.00
MCC/ATS Design and General Representation:	\$61,000.00	-	\$61,000.00
Construction Phase General Representation:	\$95,000.00	(\$62,000.00)	\$33,000.00
Resident Project Representative (45 Hours per week for 18 months):	\$413,000.00	-	\$413,000.00
Startup and Commissioning Services:	\$40,000.00	-	\$40,000.00
Construction Materials Testing:	\$35,000.00	-	\$35,000.00
Total Work to Complete Project:	\$892,000.00		
Remaining Fee in Existing Contract:		(\$150,000.00)	
Total Additional Work (This CCA):			\$742,000.00

Per original contract signed March 5, 2013		Amount Remaining	CCA #1	CCA #2	CCA #3 (Request)	Revised Contract Amount
Preliminary Design Phase	97,000.00	0.00	0.00	0.00	0.00	97,000.00
Final Design Phase	369,000.00	71,000.00	0.00	25,700.00	85,000.00	479,700.00
Bid Phase*	17,000.00	17,000.00	0.00	0.00	0.00	0.00
Construction Phase	62,000.00	62,000.00	0.00	0.00	33,000.00	95,000.00
Pump Station Capacity Assessment	0.00	-	11,250.00	0.00	0.00	11,250.00
CMAR Procurement Assistance*	0.00	-	0.00	0.00	40,000.00	57,000.00
CMAR Pre-Construction Assistance	0.00	-	0.00	0.00	35,000.00	35,000.00
MCC/ATS Design and General Rep	0.00	-	0.00	0.00	61,000.00	61,000.00
Resident Project Representative	0.00	-	0.00	0.00	413,000.00	413,000.00
Startup and Commissioning Services	0.00	-	0.00	0.00	40,000.00	40,000.00
Construction Material Testing	0.00	-	0.00	0.00	35,000.00	35,000.00
Total Fee Amount	545,000.00	150,000	11,250.00	25,700.00	742,000.00	1,323,950.00

*Reallocate \$17,000 from Bid Phase to CMAR Procurement Assistance

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SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

The City of Keller (Owner) and Freese and Nichols, Inc. (FNI) previously entered into a contract for professional services for design of the City of Keller Alta Vista Pump Station (AVPS). This contract was originally designated by the Owner as *City Secretary Contract No. 13-11* (600-CIP-1201). The project was developed to approximately the 80% design level and then placed on hold, pending funding for the project. In anticipation of funding commitments for the project, the Owner and FNI have agreed to amend the existing contract to reflect changes to the project scope of work. The major (yet not exclusive) additions or changes include:

- 1) Utilize Construction Manager at Risk (CMAR) as the project delivery method. FNI will assist in the development of contract documents, procurement and management of the CMAR.
- 2) FNI will meet and collaborate with the Owner and CMAR during the pre-construction phase, contributing to and evaluating / analyzing alternatives or ideas recommended by the CMAR. The ideas may or may not be included in the final design.
- 3) FNI will perform a specified amount of rework of its existing design or provide additions to the original scope of work. This rework will capture changes or additions to the project agreed to by the CMAR, Owner and FNI. This will also encompass changes necessary due to revised statutory requirements which have changed since the time of FNI's previous design work.
- 4) FNI will provide additional startup and commissioning services to assist the Owner and CMAR, beyond that prescribed in the original contract.
- 5) FNI will provide a full-time construction Resident Representative for the duration of the AVPS construction period at 45 hours per week for 18 months.
- 6) FNI will retain the services of a Construction Materials Testing laboratory to provide Quality Assurance testing for soils, concrete and field weld inspections.

The original contract scope of work is still in effect except to the extent it has been expanded, modified or deleted by this Contract Change Authorization or previous Contract Authorizations.

I. On Page SC-4, Replace Article 1, B. Final Design Phase, Item 3 (which describes the Final Design Task 3 assignments) with the following:

- 3) Task 3 will include the following:
 - a. FNI will provide design documents which have been prepared to date to the CMAR for review.
 - b. FNI will meet with the Owner and CMAR up to twenty (20) times in a (10 workshop and 10 teleconference) in order to accomplish the following:
 - i. Present an overview of the project objectives, phasing, risks, challenges and work done to date
 - ii. Solicit feedback on the design and discuss changes relative to the contract
 - iii. Evaluate alternatives to be considered
 - iv. Determine the final design concept
 - c. FNI will provide engineering feasibility review of concepts presented by the CMAR and/or Owner and present its evaluation to the team during workshop sessions and in memorandum format. FNI will not provide OPCC's for options as this will be done by the CMAR.
 - d. Upon finalization of the design concept and agreement between the CMAR, Owner and FNI, FNI produce a plan set approximately 95% complete.
 - e. FNI will prepare and submit the 95% Plan Set along with a complete set of Specifications and will attend one (1) meeting to solicit comments from the Owner and CMAR

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- f. FNI will incorporate the comments from the 95% Plan and Specification Review Meeting, finalize the plans and specifications and issue Final Signed and Sealed plans and specifications suitable for regulatory agency review and bidding. FNI will prepare only one construction document package. Should the CMAR require the plans and/or specifications to be broken into multiple packages, then the CMAR shall provide this service.
- g. If required, FNI will submit plans and specifications for accessibility compliance review.
- h. FNI will submit plans and specifications to the Texas Commission on Environmental Quality for review.
- i. FNI will submit plans and specifications to the City of Fort Worth for review and attend one (1) meeting to discuss the project and solicit comments.
- j. It is anticipated that the CMAR will file for and pay for the building permit. If FNI is required to submit plans, file paperwork or participate in Building Code reviews, it will be an additional service.
- k. Furnish up to ten (10) copies of final drawings and specifications to the Owner and CMAR.
- l. The extent of FNI's services required under Task 3 cannot be established until the project development and review is further along, after engagement of the project CMAR. FNI will bill its services on a salary cost times multiplier for the scope of work necessary and agreed to in writing. FNI's proposed fee is based upon a scope of work estimated by needing to do rework on the project which approximates 30% of the overall design effort (i.e. rework on the project from 70% to 100% complete). Should the required actual scope of work exceed this estimate, then FNI will submit a request to cover the additional work required.

II. On Page SC-4 & SC-5, Replace Article 1, C. Bid or Negotiation Phase with the following:

C) PROCUREMENT OF CMAR

- 1) Task 1 - RFQ Owner Procurement and Decisions Workshop: Prepare Owner Decision Matrix for RFQ. Conduct workshop with Keller CMAR Project team. Complete matrix based on workshop results and decisions made and transmit to Keller CMAR team for review and finalization. Assist Owner with determination of CMAR providing best value and delegation of authority as per Texas legal requirements.
- 2) Task 2 - RFQ Development and Finalization: Prepare draft RFQ and submit to Keller CMAR team. Review and revise draft RFQ with Keller CMAR team via conference call or meeting.
- 3) Task 3 - Statements of Qualifications (SOQ) Development Period: Prepare for and attend procurement meeting and site tour. Respond to questions and comments raised during RFQ procurement period. Draft for City review and issuance any addenda required because of proposer questions.
- 4) Task 4 - SOQ Review and Short-list: Review SOQ's (assumed 5 SOQs received). Prepare and complete compliance matrix and identify deficiencies. Meet with Selection Committee to advise and consult about SOQ review and scoring and determination of short list (assume a short-list of three).
- 5) Task 5 - RFP Owner Procurement and Decisions Workshop: Prepare Owner Decision Matrix for RFP. Conduct workshop with Keller CMAR Project team. Complete matrix based on workshop results and decisions made and transmit to Keller CMAR team.
- 6) Task 6 - RFP Development and Finalization and Proposal Preparation Period: Prepare Draft RFP. Assist legal advisor in drafting or confirming/reviewing for use the CMAR Contract, including compliance with Texas law. Review and revise RFP with Keller CMAR Project Team via conference calls and/or meetings. Assist legal advisor with the review and revision of CMR Contract with Keller CMR Project Team via conference calls and/or meetings. Respond to questions and comments raised

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during RFP procurement period. Draft for City review and issuance any addenda required because of proposer questions.

- 7) Task 7 - Proposal Review and Scoring: Facilitate and conduct interview /Meetings with short listed Proposers (assume a meeting and interview for each shortlisted proposer). Review Proposals. Prepare and complete compliance matrix and identify deficiencies. Attend a meeting with Selection Committee to advise and consult as to evaluation, scoring and selection of CMAR.
- 8) Task 8 - Negotiations and Contract Approval: Assist negotiations of CMR Contract with CMAR (nominal time assumed). Prepare information for Council CMAR Contract approval.

III. On Page SC-6, Replace Article 1, D. Construction Phase, Item 6 with the following:

6. FNI will provide the services of the pump station design engineer and the project electrical engineer to assist with pump station checkout, startup, testing and troubleshooting for up to (12 days). Time in excess of the twelve (12) days will be considered an additional service.

IV. Add the following Scope of Work for Construction Materials Engineering and Testing Services as Article I, D. Item 16. Scope shall consist of the following:

16. CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

- a. In-place density testing of general site fills, utility backfill, pavement fills and bulidng pad;
- b. Drilled pier verification;
- c. Concrete placement monitoring and compressive strength testing;
- d. Structural steel erection inspection;
- e. Structural masonry grout sampling/testing. Structural grout masonry periodic inspection;
- f. Reinforcing steel inspection

V. Add the following Scope of Work for the Design and Construction Phase Services for Electrical Improvements at AVPS for the existing MCC and ATS as Article 1, E.

E) DESIGN, PROCUREMENT AND CONSTRUCTION PHASE FOR ELECTRICAL IMPROVEMENTS AT AVPS FOR EXISTING MCC AND ATS

- 1) DESIGN PHASE: In a memo dated December 9, 2016 Freese and Nichols (FNI) noted several items that could posed a safety concern for personnel operating the electrical equipment and to the electrical equipment itself at the Alta Vista Pump Station. As a result of this memo and discussions with the City of Keller, FNI shall provide professional services in this phase as follows:
 - a. Providing design for the following:
 - i. The addition of an automatic transfer switch (ATS) to be used for the generator that is included in FNI's current scope of work for the Alta Vista Pump Station.
 - ii. Replacement of the existing 480V motor control center (MCC) in the pump/electrical room at the Alta Vista Pump Station site.
 - iii. Generator foundation is included in FNI's current scope of work.

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- b. Prepare drawings, specifications, bid and Construction Contract Documents, designs and layouts of improvements to be constructed.
- c. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
- d. Prepare an Opinion of Probable Construction Cost for ATS/MCC portion of the project.
- e. Review design and cost estimate with Owner.
- f. Incorporate Owner's comments into the design and prepare construction drawings and technical specifications.
- g. Submit drawings, specifications, and Construction Contract Documents to the applicable federal and state agency(s) for approval, where required.
- h. Site visits will consist of site investigation of existing equipment and structures.
- 2) **BID OR NEGOTIATION PHASE.** FNI's current scope of work for Bid/negotiation phase for the Alta Vista Pump Station will be included along with the following additions:
 - a. Assist Owner by responding to questions and interpreting bid documents for a separate package (if necessary) for the ATS and MCC. Prepare and issue addenda to the bid documents to plan holders if necessary.
- 3) **CONSTRUCTION PHASE:** FNI's current scope of work for construction phase for the Alta Vista Pump Station will be included along with the following additions:
 - a. Assist OWNER in conducting pre-construction conference for the ATS and MCC modifications.
 - b. Assist OWNER with additional RFI's, shop drawings and operation and maintenance manuals associated with the MCC and ATS.
 - c. Make up to four (4) additional visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) 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.
 - d. Startup of the MCC including assisting the contractor in trouble shooting controls and proper operation in accordance with the construction documents.

VI. Add the following Scope of Work for the Design and Construction Phase Services for Resident Project Representation (RPR) during the project's construction phase as Article 1, F.

F) RESIDENT PROJECT REPRESENTATION (RPR) DURING PROJECT CONSTRUCTION PHASE

- 1. The Engineer will have a Resident Project Representative on the Site. The duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:
 - a. Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Engineer and Contractor, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - b. FNI will provide the services of an RPR for a period of 18 months for 45 hours per week.

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2. Duties and Responsibilities of Resident Project Representative:

- a. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with Engineer concerning acceptability.
- b. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. **Liaison:**
 - i. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - ii. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- d. **Shop Drawings and Samples:**
 - i. Record date of receipt of Shop Drawings and Samples.
 - ii. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - iii. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
- e. **Review of Work, Rejection of Defective Work, Inspections and Tests:**
 - i. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to Engineer whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

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- f. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- g. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- h. Records:
 - i. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
- i. Reports:
 - i. Furnish to Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - ii. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - iii. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - iv. Report immediately to Engineer and Owner the occurrence of any accident.
- j. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
- k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.
- l. Completion:
 - i. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - ii. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but

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not limited to those to be performed by public agencies having jurisdiction over the Work.

- iii. Conduct a final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
 - iv. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
3. Limitations of Authority of Resident Project Representative:
- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
 - b. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.
 - c. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
 - d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or Contractor.
 - f. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
 - g. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.

**COMPENSATION
FOR THE ALTA VISTA PUMP STATION PROJECT (600-CIP-1201)
CONTRACT CHANGE AUTHORIZATION #3**

Compensation to FNI for Basic Services in the Contract Change Authorization #3 shall be computed on the basis of the Schedule of Charges, but shall not exceed Seven Hundred Forty-Two Thousand Dollars (\$742,000). 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 the Contract Change Authorization #3, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Staff Member Salary cost Times Multiplier of 2.02

Resident Representative Salary cost Times Multiplier of 2.0

Salary Cost is defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) plus unemployment and payroll taxes and contributions for social security, employment compensation insurance, retirement benefits, medical and other miscellaneous benefits.

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	69	114
Professional - 2	97	146
Professional - 3	117	189
Professional - 4	142	207
Professional - 5	173	248
Professional - 6	182	343
Construction Manager - 1	87	111
Construction Manager - 2	101	155
Construction Manager - 3	148	175
Construction Manager - 4	156	228
CAD Technician/Designer - 1	60	107
CAD Technician/Designer - 2	89	134
CAD Technician/Designer - 3	116	172
Corporate Project Support - 1	37	113
Corporate Project Support - 2	68	134
Corporate Project Support - 3	85	272
Intern/ Coop	37	66

Rates for In-House Services**Travel**

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&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 1.15. 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 2017.