

**PROFESSIONAL SERVICES AGREEMENT
AWIA RISK AND RESILIENCE ASSESSMENT
PROJECT NO. 602001**

STATE OF TEXAS §

EXHIBIT "A"

COUNTY OF TARRANT §

This Agreement is entered into by City of Keller, Texas, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as AWIA Risk and Resilience Assessment.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a not to exceed fee of Eighty-Four Thousand Nine Hundred Dollars, \$84,900.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

By: Scott A. Cole

Scott A. Cole, Vice President

Print Name and Title

Date: 04/10/2020

ATTEST: Stephanie Stephenson

City of Keller, Texas

By: _____

Print Name and Title

Date: _____

ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

America's Water Infrastructure Act (AWIA) of 2018, Section 2013, requires that all community water systems serving populations greater than 3,300 persons assess the risks to and resilience of its system. The Risk and Resilience Assessment (RRA) will be conducted following the Risk Analysis and Management for Critical Asset Protection (RAMCAP®) standard detailed in the J100 (Risk and Resilience of Drinking Water Systems) guidance developed jointly by the AWWA, ASME, and ANSI. The seven-step process outlined in the J100 standard provides the framework for the scope of work. The steps are as follows:

- Asset characterization
- Threat characterization
- Consequence analysis
- Vulnerability analysis
- Threat analysis
- Risk/resilience analysis
- Risk/resilience management

The RRA will include an implementation plan for capital and operational needs for risk and resilience management of the system. The assessment will be finalized and then certified by the City of Keller (City) to the Administrator of the Environmental Protection Agency (EPA) by Jun 30, 2021, in the case of systems serving a population of 3,300 or more but less than 50,000.

Within six months of completion and certification of the RRA, America's Water Infrastructure Act of 2018, Section 2013 also requires a letter of certification to EPA that the Emergency Response Plan (ERP) for a utility is developed or updated. The ERP can be developed based on existing emergency plans but is required to include response protocols for any type of emergency or event identified as a threat during the RRA.

This scope of work does not include development of an Emergency Response Plan. The intent of the City is to include a task in this RRA scope of work to review any available emergency response planning documents maintained by the city and to more clearly define the scope of the ERP to meet the City's specific needs. The ERP portion of the AWIA requirement would then be executed by amendment to this contract or by a separate contract. The attached project plan summarizes this phased approach to meet the AWIA requirements.

While not required by the AWIA of 2018, the City has elected to evaluate its wastewater collection system using the same process required of water systems by the AWIA.

ARTICLE I

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

PHASE 1 – RISK AND RESILIENCE ASSESSMENT

The RRA includes one kick-off meeting, four workshops with the RRA team, and one final briefing. An RRA report will be developed and provided. Due to the sensitive nature of the content, the RRA report is recommended to be protected from public access within applicable law. Electronic document transfer for this project will be provided to the City through a secure file-sharing platform. Confidential documents will not be emailed. Hard copies of the RRA report will be hand-delivered.

Task A – Project Management, Kickoff Meeting, Data Collection and Review

FNI will conduct a kickoff meeting with City staff to introduce the FNI project team, review the scope of services and project schedule, and identify communication approaches. The kickoff meeting will also include a discussion of the background/history related to vulnerability and resiliency for the City.

During the kickoff meeting, FNI will meet with the City to determine the RRA team participants, needs and schedule. The following items will be discussed during the meeting:

- Project goals
- Project schedule
- Data collection for review by FNI
- Communication and information flow for the project
- Additional entities to coordinate with in the development of the project

The City will provide the following documents, if available, to FNI for review:

- Previous vulnerability and risk assessments
- System diagrams
- Existing security plans and procedures
- Business continuity plans / Continuity of operations plans
- SCADA system information
- Source water protection plans
- Interlocal agreements with neighboring utilities
- Local natural hazard mitigation plan(s)
- Emergency response plans
- Other documents that may be related to the vulnerability and resilience of the water and wastewater systems

Deliverable:

1. FNI will provide meeting minutes from the kickoff meeting within seven (7) days to summarize major discussion items, decisions, and action items.

Task B – Identification of Critical Assets and Threats

FNI will review the data collected for the City’s water and wastewater systems to identify a preliminary list of assets. A database of the assets will be created for future evaluation through the project. FNI will conduct a preliminary evaluation of identified threats based on available published information from the U.S. EPA, FEMA, USGS, DHS and other relevant agencies. Threats to be evaluated include direct hazards to the water and wastewater systems from malevolent man-made sources and natural events, as well as tangential hazards from impacts to system dependencies or unaffiliated but near-proximity infrastructure.

FNI will conduct a workshop (Asset-Threat Workshop) with the City’s RRA team to develop a prioritized list of asset-threat pairs to conduct a further risk and resilience evaluation. In the workshop, FNI will lead the RRA team through a review of the assets and an initial screening of consequences of failure to develop a list of critical assets.

FNI will then lead the RRA team through an evaluation of malevolent, natural, and dependency hazards to identify those of most relevance to the water and wastewater systems. Finally, FNI will facilitate the RRA team through a review of asset-threat pairs to prioritize the pairs to focus the risk and resilience evaluation.

The RRA will include a limited review of the operation and maintenance of the water and wastewater systems. FNI will discuss the status of an asset management program and approaches that could be undertaken to improve the City’s resilience. The results of the assessment will be included in the RRA Report.

Up to 20 asset-threat pairs will be evaluated for the water system and up to 15 asset-threat pairs will be evaluated for the wastewater system. Additional asset-threat pairs will be conducted upon request of the City as an Additional Service.

Deliverable

1. FNI will provide meeting minutes from the Asset-Threat Workshop within seven (7) days to summarize major discussion items, decisions, and action items.

Task C – Cybersecurity Evaluation

Utilizing a cybersecurity framework guide following AWWA’s cybersecurity protocols, FNI will meet with staff identified with knowledge of the City’s SCADA system, software and hardware technology, and information security protocols and procedures. The Cybersecurity Evaluation Workshop will focus on evaluation of the implementation of the “Priority 1” protocols identified in the AWWA Water Sector Cybersecurity Risk Management Guidance (2019). FNI will compile the information collected in the Cybersecurity Workshop to identify gaps in security, threats to the water and wastewater systems and recommendations for improvements in conjunction with the information developed in Task B.

Deliverable:

1. FNI will provide meeting minutes from the Cybersecurity Evaluation Workshop within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.

Task D – Risk and Resilience Analysis

For each of the prioritized asset-threat pairs, FNI will conduct an initial evaluation to estimate the probability of occurrence of the threat (T), the vulnerability (V) of the assets to failure from the threat, and the consequence (C) of asset failure. FNI will initially input existing measures in place that serve to increase the resilience of the critical assets by mitigation of one or more of the risk factors. The risk to each asset is calculated as:

$$\text{Risk} = \text{Consequence} * \text{Vulnerability} * \text{Threat}$$

FNI will facilitate two workshops (Risk Analysis Workshops) with the RRA team to present, evaluate and adjust the calculated risk for each asset-threat pair assessed based on team feedback. Through the workshops, a risk value for each asset-threat pair will be developed to allow for prioritization of assets for improvements. During the workshops, an initial identification of additional mitigation measures to further reduce risk and improve resilience will be identified. Mitigation measures may include policy and procedure improvements, physical security upgrades, structural improvements, staffing adjustments, and other actions.

Deliverable

1. FNI will provide meeting minutes from the two Risk Analysis Workshops within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.
2. FNI will provide the list of critical assets ranked by risk to the City for review and approval.

Task E – Risk and Resilience Management

FNI will evaluate the additional mitigation measures identified in the Risk Analysis Workshop, and as appropriate, identify supplemental mitigation measures for consideration. The mitigation measures will be analyzed for risk reduction and resilience improvement, and rough approximation conceptual cost to the City. FNI will develop a prioritized list of mitigation measures based on benefit-cost ratio.

FNI will document the RRA and the prioritized mitigation measures for implementation in a draft RRA report. FNI will meet with the City to provide a final briefing on the RRA, present the results of the assessment, and deliver the draft report.

Deliverable:

1. FNI will provide meeting minutes within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.
2. FNI will deliver the draft RRA report to the City in electronic PDF format for review and comment.

Task F – Final RRA Report and Certification of Compliance

Upon receipt of final comments on the draft RRA report, FNI will finalize the RRA report. FNI will assist the City to complete and submit the certification of the Risk and Resilience Assessment through the online EPA portal. A copy of the certification will be maintained in the final RRA report.

Deliverable:

1. FNI will deliver one electronic PDF copy and five (5) hard copies of the final RRA report.

Task G – Review City’s Emergency Planning Documents

FNI will review any available emergency planning documents that the City maintains and conduct discussions with City staff for the purpose of developing a scope of work and associated effort for Phase 2 – Emergency Response Plan.

PHASE 2 – EMERGENCY RESPONSE PLAN

Not included in this scope of work. Emergency Response Plan (ERP) scope of work to be executed as an amendment to this contract or by separate contract.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: None

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. N/A

ARTICLE IV

SCHEDULE: Professional services will commence upon Notice to Proceed (NTP) from the City of Keller. The following is the anticipated schedule for the project. Dates listed below may change based on the actual NTP date.

Phase	Task	Task Name	Timeline
1 Risk and Resilience Assessment	-	Notice to Proceed	June 1, 2020 (assumed)
	A	Project Kickoff Meeting, Data Collection and Review	June 2020
	B	Identification of Critical Assets and Threats	July - September 2020
	C	Cybersecurity Evaluation	September - October 2020
	D	Risk and Resilience Analysis	October 2020 – February 2021
	E	Risk and Resilience Management	February – March 2021
	F	Final RRA Report and Certification of Compliance	3-4 weeks from receipt of final City comments (by June 30, 2021)

ARTICLE V

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

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. 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 V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Dennis Fritz, P.E.

PO Box 770
Keller, TX 76244
817-743-4083
dfritz@cityofkeller.com

FNI's Designated Representative – Scott Cole, P.E.

4055 International Plaza, Suite 200
Ft. Worth, TX 76109
817-735-7255
sac@freese.com

FNI's Accounting Representative – Jana Collier

4055 International Plaza, Suite 200
Ft. Worth, TX 76109
817-735-7354
jvc@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Eighty Four Thousand Nine Hundred Dollars (\$84,900).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	81	146
Professional 2	95	154
Professional 3	115	220
Professional 4	151	237
Professional 5	188	350
Professional 6	197	391
Construction Manager 1	93	173
Construction Manager 2	109	185
Construction Manager 3	152	217
Construction Manager 4	206	281
CAD Technician/Designer 1	67	147
CAD Technician/Designer 2	98	152
CAD Technician/Designer 3	131	201
Corporate Project Support 1	50	122
Corporate Project Support 2	71	168
Corporate Project Support 3	98	259
Intern / Coop	42	84

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates			Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	Pressure Data Logger (each)	\$100
	Large Format (per sq. ft.)		Water Quality Meter (per day)	\$100
<u>Technology Charge</u>	Bond	\$0.25	Microscope (each)	\$150
\$8.50 per hour	Glossy / Mylar	\$0.75	Pressure Recorder (per day)	\$200
	Vinyl / Adhesive	\$1.50	Ultrasonic Thickness Gauge (per day)	\$275
			Coating Inspection Kit (per day)	\$275
	Mounting (per sq. ft.)	\$2.00	Flushing / Cfactor (each)	\$500
	Binding (per binding)	\$0.25	Backpack Electrofisher (each)	\$1,000
			<u>Survey Grade</u>	<u>Standard</u>
			Drone (per day)	\$200
			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 February 2020.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of Keller, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will 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. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability General Aggregate \$2,000,000	Workers' Compensation As required by Statute
Automobile Liability (Any Auto) CSL \$1,000,000	Professional Liability \$3,000,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Client upon payment of FNI's fees for services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, 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 the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CLIENT and in acceptance of the services as satisfactory by the CLIENT. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
- If CLIENT fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** CLIENT and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- Neither CLIENT nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.