

Exhibit "A"
Scope of Services - City of Grand Prairie
Robinson Road Pump Station & Elevated Storage Tank

ARTICLE I

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

GENERAL:

The project includes replacement of the City of Grand Prairie's Robinson Road Pump Station and Elevated Storage Tank. The design of the Pump Station and Elevated Storage will be concurrent

The Pump Station includes the following:

- Design of a Pump Station (PS) facility to house four (4) new horizontal split case pumps and motors to deliver a firm capacity of 12 MGD and associated yard piping required to connect the proposed Pump Station to the existing system;
- Design of associated electrical gear, communications, SCADA, Variable Frequency Drives;
- The proposed pump station will include an electrical room for required electrical equipment;
- Reconnection of existing well to the proposed piping. No other work is included for the on site well.
- The Building architectural façade is assumed to be brick and to match the general style of the Fire Station Complex;
- Demolition of the existing Pump Station;
- Demolition of the existing fire station, fire tower and associated training equipment;
- The Pump Station will also include Bid/Award Services and general representation services during Construction;
- The Project does not include a backup generator;
- The project does not include the chemical dosing facilities for the pump station discharge line.
- The Project does not include Resident Representative services during construction.

The Elevated Storage Tank includes the following:

- Design of a 2 Million Gallon composite Elevated Storage Tank (EST) meeting AWWA D107 Criteria
- Yard piping required to connect to the proposed pump station connection points;
- Site drainage and overflow analysis;
- Perimeter fencing to match existing;
- The chemical storage tanks will not be in an enclosed facility;
- Chemical injection and active mixing system;
- Pedestal Lighting to illuminate the logos on the bowl;
- There will be no framing or additional floors beyond the ground level;
- Demolition of existing Elevated Storage Tank.

Contracts:

- There will be two construction contracts:
 - Construction Contract A: 12 MGD Robinson Road Pump Station. Bid/Award and General Representation are included in this contract.
 - Construction Contract B: 2 MG Robinson Road Elevated Storage Tank. Bid/ Award and General Representation are not included in this contract.

Task 1 – Project Management

- A. Attend Project Kickoff Meeting – Meeting will cover both Pump Station and Elevated Storage.
- B. Provide Administration and Management of the project to include;
 - 1. Monthly One Page Reports including Status of Work, upcoming deliverables summary of outstanding issues and an updated project schedule;
 - 2. Project Manager Reports and Client invoicing;
 - 3. Development and implementation of the Quality Control and Assurance plans;
 - 4. Develop and maintain the project schedule and Action Items and Decisions Made Log;
 - 5. Agenda and meeting minutes for all meetings
 - 6. Develop a Comment Log to be updated with responses to all City comments and each submittals and description of how the comments were addressed or why they were not.

It is FNI's understanding that the city does not require an analysis of pump or starter types and that the pump station will be horizontal split case pumps with variable frequency drives as their starters. FNI also has the understanding that this will be funded by city funds and no alternate sources of funding will be pursued.

Robinson Road Pump Station

Task 2 – Pump Station Preliminary Hydraulics

- A. FNI will update the hydraulic model to represent the current system, including infrastructure added, system configuration changes, and water demands. FNI will create steady state model scenarios representing existing and buildout average day and maximum day demand conditions. FNI will update the buildout system demands and system configuration in the model, if necessary.
- B. Develop system curves for the Robinson Road Pump Station for existing and buildout average day and maximum day demand conditions and evaluate size of pumps for suitability for use at the pump station.
- C. FNI will use the model to evaluate and size piping improvements on the Pump Station Site necessary to convey up to 12 MGD from the Robinson Road Pump Station site into the distribution system.
- D. FNI will evaluate pump sizing to provide flexibility for average day, maximum day and peak hour demand conditions for initial and buildout demands.
- E. FNI will meet with the Owner up to two (2) times to discuss the results of the modeling.
- F. Present and review the preliminary hydraulics with the OWNER. The preliminary hydraulics will be compiled in a Technical Memorandum.

- G. Revise and Finalize the preliminary hydraulics Technical Memorandum based on review comments from the OWNER.

Task 3 – Preliminary Design Report

Upon the completion of the Preliminary Hydraulics, FNI will perform Task 3 of the Preliminary Design Report which will include the evaluation of different alternatives for upgrades to the Robinson Road Pump Station and include some preliminary design work. Task 3 will include:

- A. In conjunction with the Owner, evaluate up to two pump station layouts. Prepare preliminary floor plans, site layouts and sectional views for the two options considered.
- B. Preparation of preliminary electrical one-line diagrams.
- C. Investigate electrical service options with the power provider.
- D. Preparation of preliminary process and instrumentation diagrams.
- E. Preparation of narratives defining the basic pump control operation.
- F. Define the SCADA and communications protocols to be used and the improvements necessary to accomplish this.
- G. Prepare the preliminary site plan based on the preliminary pump station floor plans .
 - 1. Yard piping;
 - 2. Site grading;
 - 3. Tank location;
 - 4. Site electrical;
 - 5. Miscellaneous facilities.
- H. Aesthetics and Building Material are assumed to be brick façade with CMU interior.
- I. Prepare a preliminary design report describing the proposed floor plan and site plan, Opinion of Probable Project Costs and define the Owner's primary operational and functional requirements for the facilities, including firm capacity, equipment preferences, operational preferences, control and communication preferences, and preferences for site use and layout.
- J. Communicate with potential pump suppliers to collect preliminary pump performance curves and cut-sheets.
- K. Analyze and provide recommendations on construction phasing of the proposed facilities to maintain existing operations during construction.
- L. Meet with the Owner up to five (5) times during the preliminary phase to define the project objectives and incorporate the Owner preferences into the planning and evaluation.

- M. Submit a Draft Preliminary Design Report (PDR) to the city for review and comment. FNI will provide five (5) hard copies of the PDR for review.
- N. Revise Preliminary Design Report and submit a sealed version of the report. FNI will provide five (5) sealed hard copies of the PDR for the City's record.

At the end of the Preliminary Design Report, it is anticipated that the key objectives, primary requirements and Owner preferences for the project will have been established for incorporation as the basis for the final design.

Task 4 – Final Design

Upon the completion of Task 3, FNI will perform Task of the Final Design Phase which will include finalizing the design of the selected configuration and operational requirements for the Robinson Road Pump Station. Task 4 will include:

A. Task 4 will include the following Submittals:

1. Design submittals shall be provided by FNI to the OWNER at 30%, 70%, 95%, and 100%. A total of four (4) sets (with half size drawings) will be submitted to the City at each submittal. Electronic files will be submitted in both Full (22" x 34") and Half Size (11" x 17") format. Five (5) full sets of specifications will be provided at the 95% and 100% submittal as described in the applicable paragraphs below.
 - a. 30% Submittal will include a more detailed view of the chosen pump station location and configuration as well as cross sections of the pumps station and preliminary plan view only yard piping alignments.
 - i. Based on comments from the 30% Plan Review meeting, FNI will incorporate the Owner's comments and produce a plan set approximately 70% complete.
 - b. 70% Submittal will include additional detail on the pump station floor plan, electrical one-line diagram, process diagram, electrical room layout, profiles for the yard piping, duct bank alignments and initial SCADA Instrumentation Logic. Specification Table of Contents only.
 - i. Based on comments from the 70% Review meeting, FNI will incorporate the Owner's comments and produce a plans and specifications of approximately 95% complete.
 - c. 95% Submittal will include all design work on the pump station floor plan, electrical one-line diagram, process diagram, electrical room layout, profiles for the yard piping, duct bank alignments and initial SCADA Instrumentation Logic and include a full set of specifications.
 - i. Based on comments from the 95% Review meeting, FNI will incorporate the Owner's comments and produce bid documents of approximately 100% complete.
 - d. 100% Submittal will include the 95% submittal with any comments from the city incorporated in a package suitable for bidding.

- i. Based on comments from the 100% Review meeting, FNI will incorporate the Owner's comments and produce a set of sealed bid documents for submittal to TCEQ.
- B. If required, FNI will submit plans and specifications for accessibility compliance review.
- C. FNI will submit plans and specifications to the Texas Commission on Environmental Quality for review.
- D. Upon TCEQ approval FNI will provide the City with the following copies of the Sealed Bid Documents – 2 Full Size (22" x 34") Plan Sets, 6 Half size (11" x 17") Plan Sets and 5 copies of the Specifications. Electronic files will be submitted in both Full (22" x 34") and Half Size (11" x 17") format. GIS Shapefiles will also be submitted.
- E. It is anticipated that the Contractor 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.

Robinson Road Elevated Storage Tank

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

FNI to provide professional services for the Robinson Road Elevated Storage Tank (EST) project. The project includes design phase services for a proposed 2.0 MG composite EST and associated piping, appurtenances, and site improvements. Bid/Award and Construction phase services are not included in this contract for the Elevated Storage Tank.

The proposed elevated storage tank site will include concrete pavement, yard piping, site drainage, site lighting and security improvements. The elevated storage tank will be a composite tank meeting AWWA D107 criteria.

Task 1 – Elevated Storage Tank Design

- A. Attend Project Kickoff Meeting - Discuss current system operations, review scope and schedule of the project and critical project milestones.
- B. Calculations regarding the vent and overflow sizing as well as location and yard piping layout for the elevated storage tank will be included as part of the PDR referenced Task 3 of the Robinson Road Pump Station Scope
- C. Design Milestones: Design submittals shall be provided by FNI to the OWNER at 70%, 95%, and 100%. A total of five (5) sets (with half size drawings) will be submitted to the City at each submittal. Electronic files will be submitted in both Full (22" x 34") and Half Size (11" x 17") format.
 - a. 70% Submittal will include a site plan, electrical one-line diagram, process diagram, profiles for the yard piping, conduit alignments and initial SCADA Instrumentation Logic. Specification Table of Contents only.
 - i. Based on comments from the 70% Review meeting, FNI will incorporate the Owner's comments and produce a plans and specifications of approximately 95% complete.

- b. 95% Submittal will include additional detail provided in the site plan and a cross section of the tank, vent and overflow sizing, electrical one-line diagram, process diagram, profiles for the yard piping, duct bank alignments and initial SCADA Instrumentation Logic and include a full set of specifications.
 - i. Based on comments from the 95% Review meeting, FNI will incorporate the Owner's comments and produce bid documents of approximately 100% complete.
 - c. 100% Submittal will include the 95% submittal with any comments from the city incorporated in a package suitable for bidding.
 - i. Based on comments from the 100% Review meeting, FNI will incorporate the Owner's comments and produce a set of sealed bid documents for submittal to TCEQ.
 - F. If required, FNI will submit plans and specifications for accessibility compliance review.
 - G. FNI will submit plans and specifications to the Texas Commission on Environmental Quality for review.
 - H. Upon TCEQ approval FNI will provide the City with the following copies of the Sealed Bid Documents – 2 Full Size (22" x 34") Plan Sets, 6 Half size (11" x 17") Plan Sets and 5 copies of the Specifications. Electronic files will be submitted in both Full (22" x 34") and Half Size (11" x 17") format. GIS Shapefiles will also be submitted.
 - I. It is anticipated that the Contractor 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.
- D. Design:
- 1. Provide final layout, elevation, details, and specifications for the elevated storage tank, showing tank and pedestal, inlet and outlet lines, control valves, drains, overflow, interior and yard piping, access ladders, valves and vaults, re-circulation arrangement, manways, logo, access roadway, fencing, landscaping, and site drainage. Provide adequate detail to enable the tank manufacturer to prepare final design and shop drawings for the tank foundation and complete tank.
 - a. The design shall also include two (2) still renderings of the tank with logos, City to provide logos. The renderings will not include a shadow analysis or animation.
 - b. It is anticipated that the Contractor 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.
- E. Structural Engineering:
- 1. Provide Structural plans, cross-sections, details, and specifications for the piping penetrations, foundation for outdoor chemical storage and tank overflow outfall structure. Elevated storage tank contractor is responsible for structural design of the tank and foundation. FNI will review structural design of elevated storage tank contractor. This also includes design of the foundation to support the Residual Boosting System.

F. Residual Boosting and Mixing System:

1. Disinfection Residual Adjustment System As part of the design efforts associated with the EST, FNI will incorporate the design of a disinfection residual adjustment system. The disinfection residual adjustment system will allow the ability to increase the residual concentration of the chloramine residual or free chlorine if the City is performing free-chlorine maintenance in the system.
2. The scope and fee are based on the assumption that the residual adjustment system will utilize 10 to 12-percent sodium hypochlorite solution and liquid ammonium sulfate for the adjustment. The design will be based on utilizing the existing chemical storage tanks. Chemical storage tanks will remain outside.
3. The chemical dosing equipment, chemical piping, and process control systems will be housed within the EST pedestal. The system will include the use of an in-tank mixer to properly mix sodium hypochlorite and liquid ammonium sulfate as they are dosed inside of the EST bowl.
4. Injection of sodium hypochlorite and liquid ammonium sulfate will be on the tank fill line.
5. Prior to the TCEQ submittal package, FNI will prepare up to three exception requests, including:
 - a. Order of chlorine and ammonia injection as defined in 30 TAC 290, §290.42(e)(7)(A);
 - b. Disinfection sample taps as defined in 30 TAC 290, §290.42(e)(7)(C)(ii); and
 - c. Process control in place of day tanks as defined in 30 TAC 290, §290.42(f)(1)(B).
6. FNI will prepare a basis of design memorandum to include with the TCEQ plan review package.

G. Electrical Engineering:

1. Provide Electrical plans, details, and specifications for the elevated storage tank electrical equipment, instrumentation, controls, pedestal lighting, control valve, and security intrusion alarm features.

H. Stormwater and Overflow Analysis:

1. Perform site visit to document the existing drainage patterns and features.
2. Delineate onsite and offsite drainage areas and runoff using rational method per the NCTCOG iSWM manual.
3. Calculate the capacity of onsite and offsite existing drainage features in the immediate vicinity of the site using rational method and normal depth.

4. Develop proposed drainage improvements onsite and immediately offsite using normal depth analysis to carry a combination of the site runoff and tank overflow. This is expected to include a ditch to carry the tank overflow discharges.
 - a. As the project is anticipated to reduce impervious cover, it is assumed that neither a downstream assessment, nor detention mitigation will be necessary.
 5. Prepare a drainage area map of the site reflecting the results of the stormwater and overflow analysis. Attend up to one meeting to discuss the site drainage.
- I. FAA Coordination:
1. Coordinate with FAA regarding siting, height, marking, and lighting requirements for the elevated storage tank.
- J. Site Development:
1. FNI will coordinate site development with City of Grand Prairie development review officials.
- K. Demolition of existing Elevated Storage Tank.
- L. Bid Set of Plans: Provide plans, specifications, contract documents, and bid proposals for one construction contract to complete this project. Preparation of plans, specifications, contract documents, and bid proposals for additional construction contracts will be an additional service.
- M. Meet with the Owner up to three (3) times during the preliminary design phase to define the project objectives and incorporate the Owner preferences into the planning and evaluation.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following special services in connection with the development of Article I and Article II:

Task 1 – Geotechnical for Robinson Road PS & EST Site

- A. Visit the site before drilling to select locations for exploratory borings. Engineer will stake the specific locations after checking underground utilities, other existing construction, and accessibility.
- B. Subcontract with a drilling contractor to drill five (5), 40-foot core borings at selected locations within the footprint of the pump station and within the shadow of the elevated storage tank bowl and two (2), 60-foot core borings in the footprint of the elevated storage tank pedestal. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Borings will be backfilled with auger cuttings.
- C. Provide an engineer or geologist to direct the drilling, log the borings, record field test data, and handle and transport the samples.

- D. Select samples for laboratory testing, assign tests, deliver samples to a subcontract laboratory selected by FNI, and review test results. Testing is expected to include classification tests (liquid and plastic limits and percent passing a #200 sieve or gradation), moisture content, unconfined compression strength tests, and swell tests.
- E. Prepare a technical memorandum summary report of the geotechnical investigation to include:
 - 1. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - 2. Discussion of subsurface conditions and soil properties found by the field and laboratory work and implications for design.
 - 3. Foundation and site preparation recommendations for the pump station.
 - 4. General discussion of expected construction related issues.

Task 2 – Environmental for the Robinson Road PS & EST Site

- A. Coordinate with the Texas Historical Commission – Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is likely to exceed one or both of these thresholds, coordination with THC is expected to be required. FNI will draft a consultation letter to the THC for the City's review and comment. FNI will incorporate the City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services but can be provided upon written authorization and draft a memorandum to file based on their findings.
- B. Downstream Assessment – If runoff to the downstream properties are increased relative to the existing condition as a result of the project, FNI will extend the study limits to the outfall at South Fork of Cottonwood Creek. FNI will develop a Flood Study report consistent with an iSWM Downstream Assessment documenting the capacity of the downstream system to receive and convey the increased runoff. It is assumed that one (1) round of comments will be addressed.
- C. Evaluation of Heavy Metals Associated with Facility Coatings for Existing Elevated Storage Tank
 - 1. FNI will review data from previous inspections and coatings investigations to determine appropriate additional testing for facility demolition.
 - 2. FNI will collect up to 8 samples of paint from the exterior wall and/or legs of the elevated storage tank and pump station and fire station structures. Samples will be analyzed for total and leachable lead concentrations for waste classification and worker safety purposes.
 - 3. FNI will prepare a letter report documenting the sample analytical results and providing specifications for any special requirements needed to be taken during facility demolition.

D. Evaluation of Asbestos Containing Materials in Existing Fire Station

1. FNI will subcontract with a third-party asbestos consultant to perform a non-destructive asbestos containing material (ACM) survey of the elevated storage tank, fire station, and pump station structures. Samples will be collected as necessary to determine asbestos fiber content in building materials.
2. A letter report will be prepared to document the sample analytical results and providing specifications for any special requirements needed to be taken during facility demolition. Abatement specifications are not included as part of this scope of services but can be completed as additional services should ACM be identified during the survey.

Task 3 – Survey for the Robinson Road PS & EST Site

- A. Perform design survey of the approved pump station and elevated storage site, including 1-foot contours, surface features, property lines, manholes, vaults, valves, flow lines, overhead electrical lines, streets, driveways, drainage facilities, fences, utility flagging and marking provided by DIG-TESS, and any potholing performed by the OWNER or utility owner. The Site is 3 Acres and currently houses the existing Fire Station, Fire Tower, Elevated Storage Tank, City owned Water Well and Pump Station.
1. Contact the State One-Call Utility Locate service (DIG TESS) to initiate franchise utilities to locate their infrastructure in the vicinity of the proposed project. Perform field surveys to tie the horizontal location of these facilities.
 2. Provide survey control along the pipeline route in a coordinate system and vertical datum as approved by the CITY, and compatible with other pipeline projects.
 3. Provide topographic survey for a roughly 3-acre site. Topographic survey will include all property monuments, apparent easements, property lines, right-of-way lines, fences, pavement, signs, utility markers, indicate all trees four (4) inches in diameter or larger and the limits of landscaping. Topographic survey will not include individual tree surveys
 4. Provide survey ties to major utility lines, as located by the CITY's utility.
 5. No Easement, property documents or property acquisition are included as part of this project

Task 4 – Bid and General Representation Services (PUMP STATION ONLY)

Upon completion of the design services and approval of "Final" drawings and specifications by OWNER, FNI will proceed with the performance of services as described below. 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. On site Resident Representation services are not included in this scope.

If general conditions other than FNI standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their sub consultants on this Project to be listed as an additional insured on Contractor's insurance policies.

- A. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
- B. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.
- C. Maintain information on entities that have been issue a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
- D. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- E. At OWNER request, FNI will assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
- F. Assist OWNER in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the OWNER and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
- G. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- H. Assist OWNER in conducting pre-construction conference(s) with the Contractor(s) and review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract.
- I. Establish communication procedures with the OWNER and contractor.
- J. Review up to one hundred (100) 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.
- K. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- L. Make one (1) visit to the site every month, with a maximum of 18 site visits, 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. Visits to the site in excess of the specified number are an additional service.

- M. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- N. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
- O. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation.
- P. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the OWNER 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). Visiting the site to review completed work in excess of two trips are an additional service.
- Q. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to the OWNER.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by PROFESSIONAL, if authorized by CITY, for additional fee at the rates indicated in Exhibit B, and which are not included in the above described basic services, are described as follows:

- A. GIS mapping services or assistance with these services.
- B. Bid and Construction Phase Services for the Elevated Storage Tank.
- C. Tank Coating Inspection Services.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
- E. Providing renderings, shadow study, model and mock-ups requested by the CITY beyond what is listed in the Elevated Storage Tank section.

- F. Making revisions to drawings, reports or other documents when such revisions are 1) consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of PROFESSIONAL.
- G. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by CITY.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- J. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for OWNER against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I.
- K. If OWNER provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
- L. Assisting OWNER in claims disputes with Contractor(s).
- M. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- N. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by PROFESSIONAL on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- O. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- P. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Q. Services required to resolve bid protests or to rebid the projects for any reason.

- R. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- S. Providing services after the completion of the construction phase not specifically listed in Article I through Article II.
- T. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- U. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- V. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- W. Provide follow-up professional services during Contractor's warranty period.
- X. Preparation of a Nationwide Permit (NWP) Pre-Construction Notification (PCN) for submittal to the USACE.
- Y. Conducting an archeological survey along the proposed project.
- Z. Formal delineations of potential waters of the U.S.
- AA. Preparation of a Preliminary Jurisdictional Determination report.
- BB. Conducting a functional or condition assessment (e.g., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
- CC. Preparation of an individual 404 permit application (IP).
- DD. Presence/absence surveys for federally listed threatened/endangered species.
- EE. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
- FF. Application for General Land Office Easement.
- GG. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.
- HH. Phase I or Phase II Environmental Site Assessment.
- II. Conducting tree surveys or preparation of tree preservation plans.
- JJ. Other environmental services not specifically defined in this scope of services.
- KK. Subsurface Utility Engineering.
- LL. IBC special inspections

MM. Easements and Right of Entry Documents

NN. Property Acquisition

ARTICLE IV

TIME OF COMPLETION: PROFESSIONAL is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

See attached schedule

PROFESSIONAL reserves the right to extend the completion schedule due to OWNER's delays. Additional compensation may be requested by PROFESSIONAL if project is unduly prolonged due to delays beyond the control of PROFESSIONAL.

ARTICLE V

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of PROFESSIONAL:

- A. Designate in writing a person to act as OWNER'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 OWNER's policies and decisions with respect to PROFESSIONAL's services for the Project.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expand ability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- C. Assist PROFESSIONAL by placing at PROFESSIONAL's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Provide information on existing utilities as requested by PROFESSIONAL and agreed to by the OWNER.
- E. Arrange for access to and make all provisions for PROFESSIONAL to enter upon public and private property as required for PROFESSIONAL to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by PROFESSIONAL, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROFESSIONAL.
- G. Give prompt written notice to PROFESSIONAL whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of PROFESSIONAL's services.
- H. Furnish, or direct PROFESSIONAL to provide, Additional Services as stipulated in Exhibit A, Article III of this Agreement or other services as required.
- I. Bear all costs incident to compliance with the requirements of this Article.

EXHIBIT B

COMPENSATION

Compensation to FNI shall be the lump sum fee of One Million Six Hundred Ninety-Five Thousand Dollar (\$1,695,000). 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 Exhibit A, FNI will notify CITY for CITY's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional 1	81	128
Professional 2	105	155
Professional 3	134	214
Professional 4	145	253
Professional 5	202	314
Professional 6	212	385
Construction Manager 1	85	169
Construction Manager 2	116	175
Construction Manager 3	165	197
Construction Manager 4	177	266
CAD Technician/Designer 1	64	124
CAD Technician/Designer 2	100	146
CAD Technician/Designer 3	119	193
Corporate Project Support 1	47	113
Corporate Project Support 2	68	159
Corporate Project Support 3	92	249
Intern / Coop	44	75

Rates for In-House Services

Technology Charge

\$8.50 per hour

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

These ranges and rates will be adjusted annually in February. Last updated February 2018.

3600222018

ID	Task Name	Duration	Start	Finish	Predecessors																															
40	TCEQ Submittal	45 days	Wed 9/16/20	Tue 11/17/20	37	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
41																																				

Task

Split Milestone Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress