

EXHIBIT A

October 23, 2024

Ms. Noreen Housewright
 Director of Engineering Services
 City of Grand Prairie
 300 West Main St.
 Grand Prairie, TX 75050

Re: Small Hill Pump Station Design Proposal

Dear Ms. Housewright,

Freese and Nichols, Inc. (FNI) is pleased to provide this proposal for engineering services for the Small Hill Pump Station Design project.

Summary of Work

The project includes design, bid, and construction phase services for the new pump station and electrical room, chemical feed, flushing truck parking facility, water line, parking improvements, and associated demo, as shown in Attachment A. The project includes two bid packages. Bid Package 1 includes GST improvements and recoating, shed relocation, new flushing truck facility, water line relocation, parking improvements and demolition of existing metal buildings. Bid Package 2 includes a new pump station facility, generator, chemical feed, and parking lot and drainage improvements. A Physical Model of the pump station, Survey, SUE, and Geotechnical are also included.

Fee Summary

The project fee will be cost plus maximum (CPM) not to exceed \$3,001,638.

| Task | Amount |
|----------------------------|--------------|
| Design | |
| Bid Package 1 | \$ 518,537 |
| Bid Package 2 | \$ 1,266,040 |
| Bid & Construction | |
| Bid Package 1 | \$ 212,295 |
| Bid Package 2 | \$ 629,459 |
| Geotechnical Investigation | \$ 37,289 |
| Survey/SUE | \$ 58,043 |
| Physical Model | \$ 236,430 |
| Total Contract | \$ 3,001,638 |

If this proposal meets with your acceptance, please send the appropriate amendment paperwork for our execution. Please let me know if you have any questions or comments.

Sincerely,

Amanda Johnson
 Amanda Johnson, P.E.
 Project Manager

SCOPE OF SERVICES
Small Hill Pump Station Improvements

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) was selected by the City of Grand Prairie (OWNER) to provide professional services for the design of the Small Hill Pump Station Improvements identified in the Small Hill Pump Station Improvements study completed by FNI in August 2023. The project includes design, bid, and construction phase services for the new pump station and electrical room, chemical feed, flushing truck parking facility, water line, parking improvements, and associated demo, as shown in Attachment A.

The project will include two bid packages. Project scope and assumptions are outlined below.

- Bid package one will include:
 1. GST Improvements and Recoating
 - 5MG GST
 - Replacement of the access hatch, access ladder, and corroded brackets
 - Removal of the existing tank coating
 - Tank recoating and required concrete repairs
 - Regrading around the tank perimeter
 - 8MG GST
 - Replacement of the access hatch, access ladder, and corroded brackets
 - Removal of the existing tank coating
 - Tank recoating
 - Regrading around the tank perimeter
 - Replace drain valve
 2. Shed Relocation
 - Relocate the existing shed and associated power at the proposed flushing truck facility.
 3. New Flushing Truck Facility
 - Replacement of the existing flushing truck facility with a 65' x 140 building containing eight bays to hold the flushing trucks.
 - Demolition of the existing flushing truck facility and associated electrical
 4. Parking Improvements
 - Additional parking spaces south of the 8MG GST
 - 50' wide wash bay drive through lane between the two GSTs
 - Additional parking lot located at 301 N Belt Line Road. The parking lot will include access from N. Belt Line. The OWNER will negotiate purchase of the vacant part of the property. FNI will provide the replat of the property.
 5. Demolition of existing Metal Buildings identified in the PDR.
 6. Water Line Improvements

- 30- and 36-inch water line relocation from the future pump station location to 5th Street.
- Bid Package Two will include:
 1. New Pump Station Facility
 - Design a new pump station to meet 37 MGD with a low side at 7MGD, 197 ft TDH and a high side of 30 MGD at 230 ft TDH. The pump configuration will be a 2+1 for the low side and a 3+1 for the high side. All pumps will be vertical turbine pumps on VFDs.
 - A new utility service will be supplied, reducing the pump station voltage from 2400 V to 480Y/277V.
 - The HVAC system will be N+1 redundancy.
 - An electromagnetic flow meter will be installed on both discharge lines
 - All SCADA integration will be included in the construction contract
 - Demolition of the existing above-ground pump station, filling of the existing wet well, and surface repairs to allow for the turning radius of a fire truck near the existing chemical feed. The existing electrical building will remain and all electrical equipment will be demolished
 2. Emergency Stand-By Generator
 - Design of a 3250-kW diesel generator sized for 24 hours of run time to accommodate (3) 600HP pumps and two (2) 250HP pumps started via VFD, a new chemical feed building, HVAC system, lights, receptacles, ancillary loads for both the pump stations, as well as the existing structures on site currently fed from the 480V MCC with backup power.
 3. Chemical Feed
 - Design of a new Chemical Feed Facility - GRP to confirm if gas or liquid chemical feed will be used.
 - Demolition of the existing chemical feed facility
 4. Existing Parking Lot and Drainage Improvements
 - Evaluation and design to minimize water infiltration to the existing North DWU water meter vault.

ARTICLE I

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

PHASE 1 – DESIGN

Upon written notice to proceed from the OWNER, design the features associated with this project. The design shall include the following.

1. Project Kickoff Meeting and Data Collection: FNI will meet with the OWNER to review scope and schedule of the project and critical project milestones. One kick-off meeting will be held to review both bid packages.

2. Project Management: FNI shall coordinate with the project team for successful project initiation, planning, execution, monitoring/controlling, and closeout. FNI shall manage scope, time, cost, quality, staff resources, communications, risk, and procurements, as necessary. This includes:
 - a) Monthly One Page Reports including Status of Work, upcoming deliverables summary of outstanding issues, and an updated project schedule
 - b) Project manager reports and OWNER invoicing
 - c) Development and implementation of the Quality Control and Assurance plans
 - d) Develop and maintain the project schedule and Action Items and Decisions Made Log
 - e) Agenda and meeting minutes for all meetings
 - f) Develop a Comment Log to be updated with responses to all OWNER comments and each submittal and a description of how the comments were addressed
 - g) Attend up to fourteen (14) monthly project coordination meetings with Owner

3. Design Milestones: Design submittals shall be provided by FNI to the OWNER at 60%, 90%, and 100%. The submittals shall include construction drawings, specifications, contract documents, bid proposals, updated schedules, and updated opinions of probable construction costs. The 60% submittal will include a table of contents of planned specifications. All interim deliverables will be provided in .PDF format.

60% Design: Prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed. Verify GST compliance with TCEQ regulations and review overflow and vent sizes with proposed PS capacity. Include details for GST modifications required for TCEQ compliance or vent/overflow upsizing if necessary. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. FNI will meet with the OWNER to present the plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections, and elevations for all the trades, typical details, and most special details. The draft specifications will include major equipment items. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. Submittal will consider construction sequencing and access plans. FNI will receive comments from OWNER and address comments in the 90% Review.

Bid Package 1

1. GST Improvements and Recoating
 - Details to replace the of the access hatch, access ladder, and corroded brackets
 - Details for needed concrete repairs
 - Grading plan to around the tank perimeters
2. Shed Relocation
 - Relocation of the existing shed and associated power located at the proposed flushing truck facility.
3. New Flushing Truck Facility

- Site plan for the demolition of the existing flushing truck facility and associated electrical.
 - Structural and architectural sheets showing plans, elevations, building sections and details.
 - Electrical sheets showing plans and details for the new flushing truck facility electrical equipment, new service power feed, general lighting, and heating loads.
4. Parking Improvements
- Plan and details for the additional parking spaces south of the 8MG GST
 - Plans and details for the 50' wide wash bay drive through lane between the two GSTs
 - Plan and details for the additional parking lot located at 301 N Belt Line Road.
4. Study Components
- The following will be evaluated as part of Phase 1 of the project but will not be included in either bid package:
 - Evaluate and recommend an internal structural liner repair method for 42" line connecting the two tanks
 - Conceptual space planning for a future third GST. This will include maps of possible site options, including Park land conversion.

Bid Package 2:

1. New Pump Station Facility
- Plans for the demolition of the pump station, and electrical equipment in the existing electrical building.
 - Site layout, including paving layout, building layout, grading, yard piping horizontal alignment, flow meter locations, new utility transformer location, and access road improvements.
 - Pump building mechanical floor plan and sections. The floor plan will show proposed and future pumps, piping, valves, and major equipment.
 - Structural and architectural sheets showing plans, elevations, building sections, and details.
 - Mechanical, plumbing, and fire protection systems plans showing floor plans and equipment schedules.
 - Electrical plans and details for the pump station electrical equipment, including overall site plan, pump station layout with electrical room, site and general interior lighting, utility coordination, instrumentation including two electromagnetic flow meters on the discharge lines, controls, and SCADA cabinet.
 - Loads currently being fed out of the existing pump station electrical equipment will be designed to be re-fed out of the new pump station.
 - New pump station SCADA communications will be tied back into the existing SCADA system in the old electrical building via fiber optic cable.
 - Process and instrumentation diagrams.
2. Emergency Stand-By Generator

- Design of a stand-by diesel generator and pad.
- 3. Chemical Feed
 - GRP to confirm if gas or liquid chemical feed will be used
 - Demolition plan of the existing chemical feed facility
 - Structural and architectural sheets showing plans, elevations, building sections, and details.
 - Mechanical, plumbing, and fire protection systems (if needed) plans showing floor plans and equipment schedules.
 - Electrical plans and details for the chemical feed building electrical equipment and feed systems.
- 4. Existing Parking Lot and Drainage Improvements
 - Evaluate drainage to minimize infiltration of the existing North DWU water meter vault.

90% Design: Incorporate 60% comments into the plans and specifications. Prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed to 90% completion. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. FNI will meet with the OWNER to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. FNI will receive comments from OWNER and address comments in the Final Draft.

FNI will submit Bid Package 2 plans and specifications to the Texas Commission on Environmental Quality for review. TCEQ review of Bid Package 1 is not required.

100% Design: Incorporate 90% comments into the plans and specifications. Prepare final documents for advertisement. Documents will be submitted for final OWNER review and all comments will be incorporated.

PHASE 2 – BID PHASE

Upon completion of the design services for the project and approval of bid drawings and specifications by the OWNER, FNI will proceed with the performance of services in this phase as follows for up to two bid packages:

1. Assist OWNER in Securing Bids: FNI will set up the projects on CivCast to distribute the bid documents to prospective bidders and plan rooms. Electronic documents will be made available to plan holders at no charge. Hard copy plans will not be provided by the Engineer except as indicated below.
2. Respond to Bid Phase Questions: Assist OWNER by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
3. Bid Tab and Qualification Review: Tabulate and analyze 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.
4. Recommendation of Award of Contract: Recommend award of contracts or other actions as appropriate to be taken by OWNER.

5. Notice of Award: Provide Notice of Award of Contract to the Contractor and provide a letter with directions for the execution of the contract documents.
6. Prepare Construction Contract Documents: Assist OWNER in the preparation of the Construction Contract Documents.
7. Pre-bid Meeting: Assist the OWNER in conducting a pre-bid conference for the construction project and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. FNI will attend one in-person pre-bid meeting per package (two total).
8. Bid Opening: Attend project bid opening and open bids as required by the OWNER. FNI will attend one in-person bid opening per package (two total).

PHASE 3 – CONSTRUCTION PHASE

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase 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 the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor, or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by the use of other general conditions or contract administration procedures are an additional service. 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 additional insured on the contractor's insurance policies.

1. Pre-Construction Conference: Assist OWNER in conducting one pre-construction conference (per bid package) with the Contractor and review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
2. Establish Communication Procedures: Establish communication procedures with the OWNER and contractors.
3. Establish and Maintain Project Documentation System: Establish and maintain a project documentation system consistent with the requirements of the construction contract documents for each bid package. Monitor the processing of contractor's submittals and provide for filing and retrieving project documentation. Review contractor's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

4. It is anticipated that the Contractor will file for and pay for the building permit, if required. If FNI is required to submit plans, file paperwork, or participate in Building Code reviews, it will be an additional service.
5. Monthly Site Visits: Make one visit per month to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Monthly site visit will be made for each package: 12 for Phase 1, and 24 for Phase 2. 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.
6. Pre-Submittal Meetings: Attend up to three (3) pre-submittal meetings for major equipment items (pumps, VFDs & Switchgear, and generator) for Bid Package 2.
7. Notify Contractors of Non-Conforming Work: Notify the contractors of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
8. Interpret Drawings and Specifications: 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.
9. Change Orders: 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. 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. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
10. Final Walkthrough: Conduct, in company with OWNER's representative, a final review of the Projects for conformance with the design concept of the Projects 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 is an additional service.

11. Start-up services: Coordinate between Contractor and Owner for the start-up testing of Bid Package 2, including a pre-start-up meeting and three full days on-site for observation and troubleshooting.
12. Record Drawings: Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. One .PDF of "Record Drawings", and project CAD files shall be provided by FNI to OWNER for each bid package.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following special services in connection with the development of the project:

1. Topographic and Boundary Survey:
 - a) Perform design survey of the project limits shown in Attachment A, pavement edges, curb and gutter, buildings, driveways, culverts, fences and gates, signs, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes (where accessible), water storage tanks, chemical storage tanks, electrical panes, and other visible plant features.
 - b) Prepare a boundary survey of the proposed 0.5-acre parking area as outlined in Exhibit "A" in accordance with the standards of practice of the Texas Board of Professional Engineers and Land Surveyors.
 - c) Prepare a Replat of the proposed 0.5-acre parking area parent tract (Lot 1, Block 1, Belal Addition) to meet the standards set forth by the City of Grand Prairie Planning and Zoning Commission.
2. Subsurface Utility Engineering
 - a) Perform Subsurface Utility Engineering (SUE) Quality Level B in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities that are within the existing corridor. This level of work includes acquiring as-built documentation from utility companies and making contact with their representatives. Level B SUE will be performed along the corridor of the proposed yard piping.
 - b) Perform up to seven (7) Subsurface Utility Engineering (SUE) Quality Level A test holes, in areas to be identified, in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).
3. Geotechnical Engineering: FNI will perform the following geotechnical tasks:

Coordinate field activities for site access. Contact Texas One Call System and local utilities to locate buried utilities within existing easements and right-of-way. Provide two (2) boring to a depth of 60

feet for the pump station building, two (2) borings to a depth of 25 feet for the flushing truck facility, one (1) boring to a depth of 20 feet for the chemical feed, and one (1) boring to a depth of 20 feet for the generator pad. Provide limited site clearing of trees and underbrush to allow drill rig access. During drilling, obtain soil samples for testing using 3-inch diameter Shelby tubes for cohesive soils and using a 2-inch diameter split-barrel sampler for non-cohesive soils. Perform Texas Cone Penetrometer (TCP) tests in rock and rock-like material and collect rock core samples. Backfill borings with soil cuttings. During drilling, observations of seepage and groundwater will be recorded. Provide an engineer or geologist to log the borings, direct the drilling, record the blow counts from field tests, and handle and store the samples. Select samples for laboratory testing, assign tests, and review test results. Tests are expected to include classification tests (liquid and plastic limits and percent passing the #200 Sieve), moisture contents, pressure swell tests, corrosion tests, and unconfined compression tests. Review subsurface conditions and soil properties found by the field and laboratory work and discuss the implications for design with FNI engineers. FNI will prepare a Geotechnical Investigation Report presenting the boring locations, boring logs, lab test results and a discussion of general subsurface conditions at the site and their impact on the design. The report will include recommendations for subgrade preparation for the pump station and other structures, recommended foundation type(s) and allowable loading, and a general discussion of construction issues.

4. Pump Station Hydraulic Physical Model

Contract with a research hydraulic laboratory to develop a physical model of the pump station in accordance with the Hydraulic Institute (HI) Standards. Proposed improvements from the PDR shall be modeled to evaluate the pumps' hydraulic conditions and develop design modifications that may be necessary to correct adverse flow phenomena. The professional services in this Task are outlined below:

- a) Physical Model Design: Develop the physical model based on the 60 percent design submittal. Verify pump station elevations and dimensions for areas that are accessible with survey from the preliminary design and incorporate into the model. Assess the suitability of the geometric scale of 1:4.125 to meet HI Standards design criteria once final design details are available and adjustment, if required.
- b) Physical Model Construction: Simulate the geometric features in the vicinity of the pumps capable of influencing station hydraulics in the model.
- c) Physical Model Testing: The test program shall consist of three phases – Baseline Testing, Design Development Testing, and Documentation Testing. Coordinate operating conditions with the ENGINEER prior to commencement of model testing;
 - i. Baseline Testing: The scope shall include a baseline test to define the general flow characteristics within the facility for an initially proposed design and identify any adverse hydraulic phenomena approaching the pump. Document the source and strength of vortices and make measurements to characterize swirl. Up to four test

- scenarios have been assumed for baseline testing. The model testing shall start with the shorter can geometry;
- ii. Design Development Testing: The scope shall include three design modification iterations to the physical model using two to three test conditions. Conduct testing with the fully modeled Pump No. 1 location. Once a final design is selected, the fully modified can and pump shall be moved to locations of Pump Nos. 3 and 5 for final documentation testing. Analysis of additional variations, if required, may be authorized as a SPECIAL SERVICE
 - iii. Documentation Testing: The scope shall include the final selected modified design approved by the ENGINEER for 12 test scenarios.
- d) Witness Testing: Conduct a formal one-day witness test at the completion of the model study. Witness test shall be held at the testing laboratory to demonstrate the models with and without the proposed modifications. Formal witness testing may also be conducted virtually via a live video feed. Accompany OWNER to witness the physical hydraulic model testing to assist in understanding of the hydraulic conditions, limitations, and recommended intake modifications;
- e) Prepare a draft and final report to include a summary of model scaling theory, a description of the model(s), color photographs and graphics presenting key aspects of the modeling program, test procedures, test results and drawings detailing any recommended design modifications. Lightly edited video clips collected during the study, which offer a good future reference on the model, shall also be provided; and
- f) Present the results of the physical modeling. The meeting deliverables shall include:
- i. PowerPoint summary of modeling results, conclusions and recommendations;
 - ii. Video footage of testing in digital format; and
 - iii. Meeting minute summary.

ARTICLE III

ADDITIONAL SERVICES: The following services are not included in this proposal. They can be provided as additional services if approved by the OWNER as necessary:

1. Analysis or design of alternate site layouts other than the Option 2 site from the preliminary design report phase.
2. GIS mapping services or assistance with these services.
3. 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 OWNER.
4. Providing renderings, model, and mock-ups requested by the OWNER.

5. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
6. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
7. 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 OWNER.
8. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
9. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
10. Conducting pilot plant studies or tests.
11. Preparing Operation and Maintenance Manuals or conducting operator training.
12. Preparing data and reports for assistance to OWNER 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.
13. Furnishing the services of a full time 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 Phase 3- Construction Phase and Attachment RPR.
14. 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.
15. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

16. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
17. Assisting OWNER 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 FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
18. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
19. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
20. 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.
21. Services required to resolve bid protests or to rebid the projects for any reason.
22. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
23. 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.
24. Providing basic or additional services on an accelerated time schedule. The scope of this service includes 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 OWNER.
25. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
26. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
27. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
28. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
29. Provide follow-up professional services during Contractor's warranty period.
30. Environmental Services
31. Witness testing (in-person or virtual) of equipment included in the Contract Documents.

ARTICLE IV

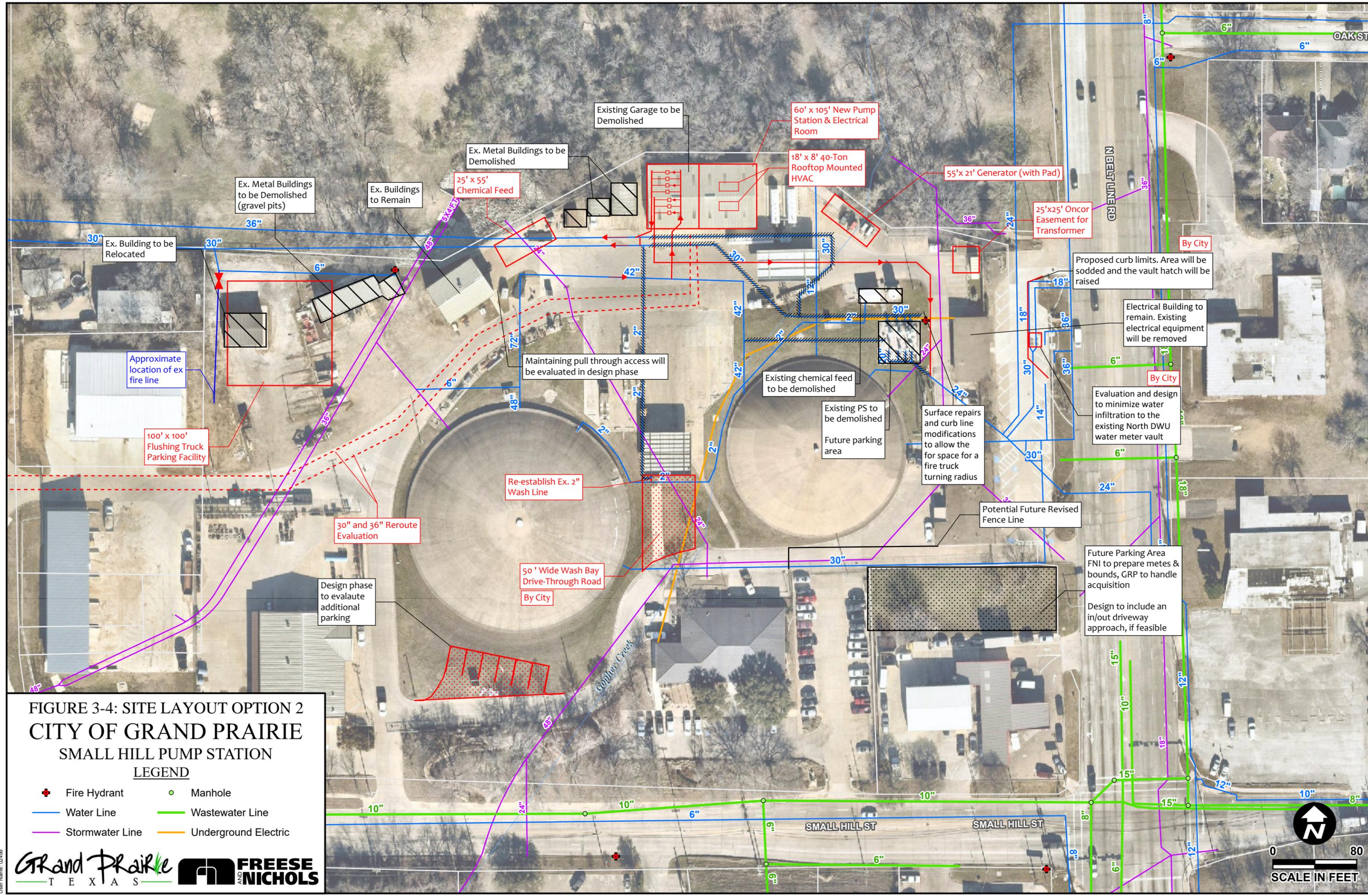
TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the attached schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in OWNER or regulatory reviews.

ARTICLE V

RESPONSIBILITIES OF THE OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of Freese and Nichols:

1. 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 Freese and Nichols' services for the Project.
2. 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 expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the plans and specifications.
3. Assist Freese and Nichols by placing at Freese and Nichols' disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
4. Arrange for access to and make all provisions for Freese and Nichols to enter upon public and private property as required for Freese and Nichols to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Freese and Nichols, 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 Freese and Nichols.
6. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or Freese and Nichols may reasonably request with regard to legal issues pertaining to the Project.
7. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
8. Give prompt written notice to FNI whenever OWNER 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.
9. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
10. Bear all costs incident to compliance with the requirements of this Article IV.



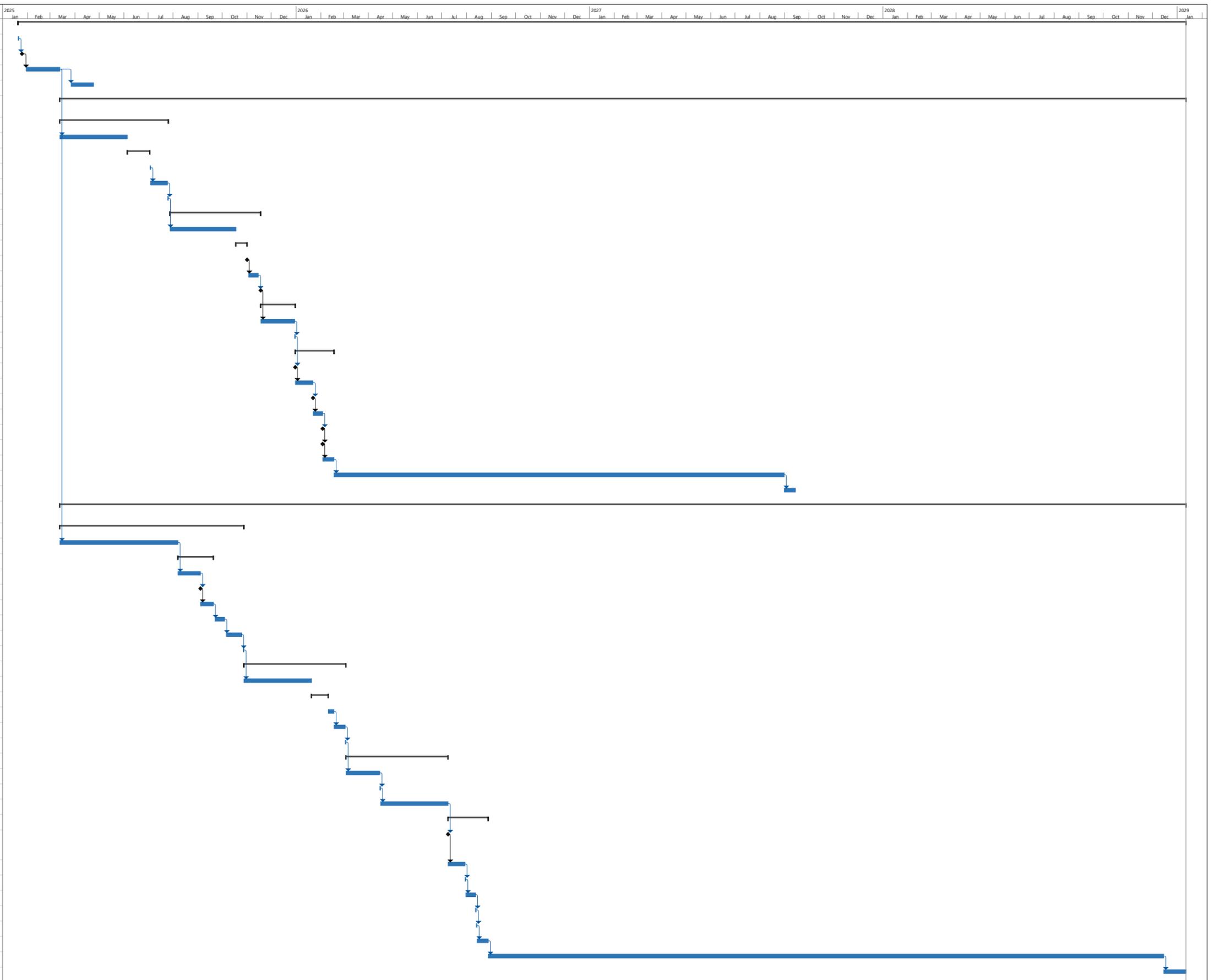
**FIGURE 3-4: SITE LAYOUT OPTION 2
CITY OF GRAND PRAIRIE
SMALL HILL PUMP STATION**

LEGEND

- + Fire Hydrant
- Manhole
- Water Line
- Wastewater Line
- Stormwater Line
- Underground Electric

Created By Freese and Nichols, Inc.
 Job No.: GRP23130
 Location: H:\PIPES_PUMPS\Working\01_Small_Hill_PSP\Small_Hill_PRO_PROJECT\Small_Hill_PRO_PROJECT.aprx
 User Name: jg
 Date: May 11, 2023 11:59 AM

| ID | Task Name | Duration | Start | Finish | Predecessors |
|----|--|------------------|---------------------|---------------------|--------------|
| 1 | Design Phase | 1039 days | Mon 1/20/25 | Thu 1/11/29 | |
| 2 | Notice to Proceed | 1 day | Mon 1/20/25 | Mon 1/20/25 | |
| 3 | Kick-Off Meeting | 1 day | Fri 1/24/25 | Fri 1/24/25 | 2F5+3 days |
| 4 | Site Survey & SUE | 6 wks | Thu 1/30/25 | Wed 3/12/25 | 3F5+3 days |
| 5 | Geotechnical Engineering | 20 days | Thu 3/27/25 | Wed 4/23/25 | 4F5+10 days |
| 6 | Bid Package 1 | 1001 days | Thu 3/13/25 | Thu 1/11/29 | |
| 7 | 60% Design | 97 days | Thu 3/13/25 | Fri 7/25/25 | |
| 8 | 60% Design | 3 mons | Thu 3/13/25 | Wed 6/4/25 | 4 |
| 9 | Internal FNI QC | 20 days | Wed 6/4/25 | Wed 7/2/25 | |
| 13 | Submit 60% Design to City | 1 day | Thu 7/3/25 | Thu 7/3/25 | 12 |
| 14 | 60% Design City Review | 3 wks | Fri 7/4/25 | Thu 7/24/25 | 13 |
| 15 | 60% Design Review Workshop | 1 day | Fri 7/25/25 | Fri 7/25/25 | 14 |
| 16 | 90% Design | 81 days | Mon 7/28/25 | Mon 11/17/25 | |
| 17 | 90% Design | 60 days | Mon 7/28/25 | Fri 10/17/25 | 15 |
| 18 | Internal FNI QC | 10 days | Fri 10/17/25 | Fri 10/31/25 | |
| 22 | Submit 90% Design to City | 0 days | Fri 10/31/25 | Fri 10/31/25 | 21 |
| 23 | 90% Design Review by City | 2 wks | Mon 11/3/25 | Fri 11/14/25 | 22 |
| 24 | 90% Design Review Workshop | 1 day | Mon 11/17/25 | Mon 11/17/25 | 23 |
| 25 | 100% Design and TCEQ Review | 31 days | Tue 11/18/25 | Tue 12/30/25 | |
| 26 | Incorporate 90% Review Comments from the City | 30 days | Tue 11/18/25 | Mon 12/29/25 | 24 |
| 27 | Submit 100% Signed and Sealed Documents to GRP | 1 day | Tue 12/30/25 | Tue 12/30/25 | 26 |
| 28 | Bid Phase | 34 days | Tue 12/30/25 | Mon 2/16/26 | |
| 29 | Send City Request for Proposal Information for Advertisement | 0 days | Tue 12/30/25 | Tue 12/30/25 | 27 |
| 30 | Advertisement | 16 days | Wed 12/31/25 | Wed 1/21/26 | 29 |
| 31 | Bid Opening | 0 days | Wed 1/21/26 | Wed 1/21/26 | 30 |
| 32 | Review Bids | 8 days | Thu 1/22/26 | Mon 2/2/26 | 31 |
| 33 | Send City Recommendation Letter | 0 days | Mon 2/2/26 | Mon 2/2/26 | 32 |
| 34 | Board Meeting | 0 days | Mon 2/2/26 | Mon 2/2/26 | 33 |
| 35 | Award and Execute Contract | 10 days | Tue 2/3/26 | Mon 2/16/26 | 34 |
| 36 | Construction Phase | 20 mons | Tue 2/17/26 | Mon 8/30/27 | |
| 37 | Record Drawings | 10 days | Tue 8/31/27 | Mon 9/13/27 | 36 |
| 38 | Bid Package 2 | 1001 days | Thu 3/13/25 | Thu 1/11/29 | |
| 39 | 60% Design | 163 days | Thu 3/13/25 | Mon 10/27/25 | |
| 40 | 60% Design | 105 days | Thu 3/13/25 | Wed 8/6/25 | 4 |
| 41 | Internal FNI QC | 32 days | Thu 8/7/25 | Fri 9/19/25 | |
| 42 | Submit for Internal FNI QC | 20 days | Thu 8/7/25 | Wed 9/3/25 | 40 |
| 43 | Internal FNI QC | 0 days | Wed 9/3/25 | Wed 9/3/25 | 42 |
| 44 | Address Internal FNI QC Comments | 12 days | Thu 9/4/25 | Fri 9/19/25 | 43 |
| 45 | Submit 60% Design to City | 2 wks | Mon 9/22/25 | Fri 10/3/25 | 44 |
| 46 | 60% Design City Review | 3 wks | Mon 10/6/25 | Fri 10/24/25 | 45 |
| 47 | 60% Design Review Workshop | 1 day | Mon 10/27/25 | Mon 10/27/25 | 46 |
| 48 | 90% Design | 91 days | Tue 10/28/25 | Tue 3/3/26 | |
| 49 | 90% Design | 60 days | Tue 10/28/25 | Mon 1/19/26 | 47 |
| 50 | Internal FNI QC | 15 days | Mon 1/19/26 | Mon 2/9/26 | |
| 54 | Submit 90% Design to City | 5 days | Tue 2/10/26 | Mon 2/16/26 | 53 |
| 55 | 90% Design Review by City | 2 wks | Tue 2/17/26 | Mon 3/2/26 | 54 |
| 56 | 90% Design Review Workshop | 1 day | Tue 3/3/26 | Tue 3/3/26 | 55 |
| 57 | 100% Design and TCEQ Review | 91 days | Wed 3/4/26 | Wed 7/8/26 | |
| 58 | Incorporate 90% Review Comments from the City | 30 days | Wed 3/4/26 | Tue 4/14/26 | 56 |
| 59 | Submit 100% Signed and Sealed Documents to TCEQ | 1 day | Wed 4/15/26 | Wed 4/15/26 | 58 |
| 60 | TCEQ Review | 60 days | Thu 4/16/26 | Wed 7/8/26 | 59 |
| 61 | Bid Phase | 36 days | Wed 7/8/26 | Thu 8/27/26 | |
| 62 | Send City Request for Proposal Information for Advertisement | 0 days | Wed 7/8/26 | Wed 7/8/26 | 60 |
| 63 | Advertisement | 3 wks | Thu 7/9/26 | Wed 7/29/26 | 62 |
| 64 | Bid Opening | 1 day | Thu 7/30/26 | Thu 7/30/26 | 63 |
| 65 | Review Bids | 8 days | Fri 7/31/26 | Tue 8/11/26 | 64 |
| 66 | Send City Recommendation Letter | 1 day | Wed 8/12/26 | Wed 8/12/26 | 65 |
| 67 | Board Meeting | 1 day | Thu 8/13/26 | Thu 8/13/26 | 66 |
| 68 | Award and Execute Contract | 10 days | Fri 8/14/26 | Thu 8/27/26 | 67 |
| 69 | Construction Phase | 30 mons | Fri 8/28/26 | Thu 12/14/28 | |
| 70 | Record Drawings | 1 mon | Fri 12/15/28 | Thu 1/11/29 | 69 |



Small Hill Pump Station Improvements
3/29/2024
Detailed Cost Breakdown

| Project Fee Summary | |
|----------------------|------------------|
| Basic Services | 3,001,638 |
| Special Services | |
| Total Project | 3,001,638 |

| Task | Task Description | Expenses | | | Subconsultants | | | | | | Total |
|--|---|-------------------|-----------------|----------------------|----------------------------|------------------|------------------|-----------------------|-------------------|---------------------|-------------------|
| | | Tech Charge | Miles | Total Expense Effort | Yellow Rose (Survey & SUE) | West Drilling | Geotek (GEO Lab) | Alsen Labn (PS Model) | Total Sub Effort | Total Effort | |
| Project Management | | | | \$ 340 | | | | | | | \$ 340 |
| | Internal kickoff meeting | | | \$ 254 | | | | | | | \$ 254 |
| | Internal kickoff meeting (in person) | | 80 | \$ - | | | | | | | \$ - |
| | Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator) | | | \$ 340 | | | | | | | \$ 340 |
| | Project hours charged to O&M2020 | | 22 | \$ 183 | | | | | | | \$ 183 |
| | Monthly Coordination Meetings (14) | | 84 | \$ 1,879 | | | | | | | \$ 1,879 |
| Quality Management | | | | \$ - | | | | | | | \$ - |
| | Develop quality management plan | | 42 | \$ 547 | | | | | | | \$ 547 |
| | Senior Advisor | | 64 | \$ - | | | | | | | \$ - |
| | Quality Assurance reviews | | 73 | \$ 621 | | | | | | | \$ 621 |
| Design Phase (Bid Package 1) | | | | \$ - | | | | | | | \$ - |
| | Prepare 60% Plans | 1,028 | | \$ 6,704 | | | | | | | \$ 6,704 |
| | GIS/ TIG/ O. Evaluation | | 20 | \$ 170 | | | | | | | \$ 170 |
| | Monitor Contractor's Submittals | | 68 | \$ 578 | | | | | | | \$ 578 |
| | Prepare 80% Specifications | | 68 | \$ 782 | | | | | | | \$ 782 |
| | 60% KDC | | 26 | \$ 333 | | | | | | | \$ 333 |
| | 60% Design Review Workshop (in person) | | 71 | \$ - | | | | | | | \$ - |
| | Prepare 90% Plans | | 104 | \$ 6,044 | | | | | | | \$ 6,044 |
| | Prepare 90% Specifications | | 98 | \$ 884 | | | | | | | \$ 884 |
| | 90% KDC | | 39 | \$ 816 | | | | | | | \$ 816 |
| | 90% Design Review Workshop | | 25 | \$ 333 | | | | | | | \$ 333 |
| Prepare 100% Plans | | 221 | | \$ 1,879 | | | | | | | \$ 1,879 |
| Prepare 100% Specifications | | 68 | | \$ 476 | | | | | | | \$ 476 |
| Design Phase (Bid Package 2) | | | | \$ - | | | | | | | \$ - |
| | Hydraulic Analysis | | 31 | \$ 264 | | | | | | | \$ 264 |
| | Prepare 60% Plans | 2,585 | | \$ 21,973 | | | | | | | \$ 21,973 |
| | Additional design hours | | 60 | \$ 510 | | | | | | | \$ 510 |
| | Prepare 80% Specifications | | 200 | \$ 2,210 | | | | | | | \$ 2,210 |
| | 60% KDC | | 154 | \$ 1,309 | | | | | | | \$ 1,309 |
| | 60% Design Review Workshop (in person) | | 39 | \$ 452 | | | | | | | \$ 452 |
| Prepare 90% Plans | | 1,681 | | \$ 14,289 | | | | | | | \$ 14,289 |
| Prepare 90% Specifications | | 249 | | \$ 2,117 | | | | | | | \$ 2,117 |
| 90% KDC | | 139 | | \$ 1,071 | | | | | | | \$ 1,071 |
| 90% Design Review Workshop | | 39 | 180 | \$ 452 | | | | | | | \$ 452 |
| Prepare 100% Plans | | 612 | | \$ 5,302 | | | | | | | \$ 5,302 |
| Prepare 100% Specifications | | 139 | | \$ 1,182 | | | | | | | \$ 1,182 |
| TCEO Submittal | | 28 | | \$ 221 | | | | | | | \$ 221 |
| Advertisement | | | | \$ - | | | | | | | \$ - |
| Responding to Bid Phase Questions | | 78 | | \$ 663 | | | | | | | \$ 663 |
| Bid Tab and Qualification Review | | 14 | | \$ 119 | | | | | | | \$ 119 |
| Recommendation for Award of Contract | | 7 | | \$ 60 | | | | | | | \$ 60 |
| Prepare Construction Contract Documents | | 42 | | \$ 351 | | | | | | | \$ 351 |
| Prebid Meeting | | 16 | 60 | \$ 176 | | | | | | | \$ 176 |
| Bid Opening | | 2 | 60 | \$ 517 | | | | | | | \$ 517 |
| Advertisement | | | | \$ - | | | | | | | \$ - |
| Responding to Bid Phase Questions | | 120 | | \$ 1,020 | | | | | | | \$ 1,020 |
| Bid Tab and Qualification Review | | 25 | | \$ 213 | | | | | | | \$ 213 |
| Recommendation for Award of Contract | | 11 | | \$ 91 | | | | | | | \$ 91 |
| Prepare Construction Contract Documents | | 72 | | \$ 612 | | | | | | | \$ 612 |
| Prebid Meeting | | 15 | 60 | \$ 168 | | | | | | | \$ 168 |
| Bid Opening | | 2 | 60 | \$ 517 | | | | | | | \$ 517 |
| Advertisement | | | | \$ - | | | | | | | \$ - |
| Construction Phase 1 | | | | \$ - | | | | | | | \$ - |
| Preconstruction Meeting | | 9 | 120 | \$ 157 | | | | | | | \$ 157 |
| Monitor Contractor's Submittals | | 26 | | \$ 221 | | | | | | | \$ 221 |
| Review Contractor's Submittals | | 364 | | \$ 3,084 | | | | | | | \$ 3,084 |
| Coordination with Contractor | | 98 | | \$ 476 | | | | | | | \$ 476 |
| Interpret drawings and specs for RFIs | | 118 | | \$ 985 | | | | | | | \$ 985 |
| Meetings - Monthly Site Visit | | 194 | 720 | \$ 1,893 | | | | | | | \$ 1,893 |
| Final Punch List | | 21 | 120 | \$ 250 | | | | | | | \$ 250 |
| Record Drawings | | 77 | | \$ 655 | | | | | | | \$ 655 |
| Advertisement | | | | \$ - | | | | | | | \$ - |
| Construction Phase 2 | | | | \$ - | | | | | | | \$ - |
| Preconstruction Meeting | | 18 | 120 | \$ 276 | | | | | | | \$ 276 |
| Monitor Contractor's Submittals | | 50 | | \$ 425 | | | | | | | \$ 425 |
| Review Contractor's Submittals | | 1,283 | | \$ 10,906 | | | | | | | \$ 10,906 |
| Pre-submittal meetings (up to 3 - samep, WFD, gen) | | 49 | | \$ 408 | | | | | | | \$ 408 |
| Coordination with Contractor | | 138 | | \$ 1,106 | | | | | | | \$ 1,106 |
| Interpret drawings and specs for RFIs | | 289 | | \$ 2,437 | | | | | | | \$ 2,437 |
| Meetings - Monthly Site Visit | | 360 | 720 | \$ 3,372 | | | | | | | \$ 3,372 |
| Start-up Services | | 314 | 120 | \$ 2,749 | | | | | | | \$ 2,749 |
| Final Punch List | | 62 | 120 | \$ 807 | | | | | | | \$ 807 |
| Record Drawings | | 188 | | \$ 1,568 | | | | | | | \$ 1,568 |
| Generator Commissioning Testing | | 12 | 120 | \$ 182 | | | | | | | \$ 182 |
| Advertisement | | | | \$ - | | | | | | | \$ - |
| Geotechnical (see Geo Breakdown) | | 88 | 200 | \$ 882 | 9,400 | 7,680 | | | | | \$ 17,082 |
| Survey & SUE | | | | \$ - | | | | | | | \$ - |
| Topo | | 23 | | \$ 190 | 13,900 | | | | | | \$ 14,090 |
| New Parking Boundary | | | | \$ - | 2,790 | | | | | | \$ 2,790 |
| Rebar | | | | \$ - | 3,780 | | | | | | \$ 3,780 |
| Level B | | | | \$ - | 7,450 | | | | | | \$ 7,450 |
| Level A (7) | | | | \$ - | 15,725 | | | | | | \$ 15,725 |
| Physical Model | | 12 | | \$ 102 | | | | | | | \$ 102 |
| | | 32 | | \$ 272 | | | | 200,000 | | | \$ 200,272 |
| Water Line Relocation | | 220 | | \$ 1,870 | | | | | | | \$ 1,870 |
| Total Hours / Quantity | | 14,178 | 4,989 | | \$ 43,870 | \$ 8,460 | \$ 7,680 | \$ 200,000 | | | \$ 299,990 |
| Total Effort | | \$ 112,009 | \$ 3,280 | \$ 118,289 | \$ 80,106 | \$ 10,810 | \$ 8,142 | \$ 200,000 | \$ 299,990 | \$ 3,001,638 | |