

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECT OR ENGINEER**

THIS AGREEMENT is made and entered into as of the 16th day of June, 2009, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "Owner" and Freese and Nichols, Inc., with its corporate office at 4055 International Plaza, Suite 200, Fort Worth, Texas 76109 hereinafter called "FNI," acting herein, by and through their duly authorized representatives.

In consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**SECTION 1
EMPLOYMENT OF DESIGN PROFESSIONAL**

The City of Denton PEC-4 Drainage Improvements (the Project) will include the preparation of construction documents for the following facilities:

- Phase I of the project consists of approximately 700 linear feet (LF) of channel improvements and appurtenant drainage structures including two (2) roadway crossings at Wainwright and Locust, associated paving improvements, water and sewer utility adjustments and relocations. Phase I extends from the PEC-4 confluence with Pecan Creek to the upstream side of Locust Street.
- Phase II of the project consists of 900 LF of channel improvements and appurtenant structures as described in Phase I. The project includes two (2) roadway crossings at Elm and Prairie. Phase II extends from the upstream side of Locust Street (the upstream end of Phase I) to the upstream side of Prairie Street.

The Project will include design and preparation of construction documents for the improvements listed above. A single bid package will be prepared for the construction of the Phases described above.

**SECTION 2
COMPENSATION**

The project will have a total fee of \$301,545.00, divided such that \$258,765.00 is Basic Services and \$42,780.00 is Special Services as outlined below. The Owner shall compensate the Design Professional as follows:

2.1 BASIC SERVICES

2.1.1 For Basic Services and related Expenses for Article I, Tasks A-C, the total compensation shall be a lump sum amount of \$258,765.

Progress payments for Basic Services shall be paid monthly as a percentage of the total compensation for the Basic Services satisfactorily completed.

2.2 SPECIAL SERVICES

- 2.2.1** For Special Services of Article II-A, Environmental Permitting, a Lump Sum amount of \$27,500.
- 2.2.2** Compensation for easements for Special Services of Article II-B will be \$550 per each easement prepared. Fifteen easements are anticipated for this project, totaling \$8,250. Additional easements will be prepared at the same rate, only with written permission from the OWNER
- 2.2.3** For Special Services of Article II-C, Geotechnical Engineering, the total compensation shall be a Lump Sum amount of \$7,030.

2.3 ADDITIONAL SERVICES

- 2.3.1** Compensation for Additional Services will be based on the attached schedule of charges.
- 2.3.2** Compensation for Additional Services of the consultant (FNI), shall be based on a multiple of 2.21 times the amounts billed to the Design Professional for such additional services.

SECTION 3 **RIGHT TO AUDIT**

The Owner shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. FNI shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, FNI shall also require all subconsultants, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the Owner similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the Owner unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by FNI which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the Owner's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

SECTION 4
ENTIRE AGREEMENT

This Agreement includes this executed agreement and the following documents all of which are attached hereto and made a part hereof by reference as if fully set forth herein:

1. City of Denton General Conditions to Agreement for Architectural or Engineering Services.
2. Exhibit A (Scope of Services) through CO
3. Exhibit B (Schedule)
4. Figure 1 (Location Map).

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This Agreement is signed by the parties hereto effective as of the date first above written.

CITY OF DENTON

BY: 

GEORGE C. CAMPBELL
CITY MANAGER

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:

ANITA BURGESS, CITY ATTORNEY

BY: 

Freese and Nichols, Inc.

BY: 

John F. Dewar, P.E.
Principal

WITNESS:

BY: 

**CITY OF DENTON
GENERAL CONDITIONS
TO
AGREEMENT FOR ARCHITECTURAL OR ENGINEERING SERVICES**

ARTICLE 1. ARCHITECT OR ENGINEER'S RESPONSIBILITIES

1.1 The Architect or Engineer's services consist of those services for the Project (as defined in the agreement (the "Agreement") and proposal (the "Proposal") to which these General Conditions are attached) performed by the Architect or Engineer (hereinafter called the "Design Professional") or Design Professional's employees and consultants as enumerated in Articles 2 and 3 of these General Conditions as modified by the Agreement and Proposal (the "Services").

1.2 The Design Professional will perform all Services as an independent contractor to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt timely actions (the "Degree of Care"). The Services shall be performed as expeditiously as is consistent with the Degree of Care necessary for the orderly progress of the Project. Upon request of the Owner, the Design Professional shall submit for the Owner's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Professional or Owner, and any adjustments to this schedule shall be mutually acceptable to both parties.

ARTICLE 2 SCOPE OF BASIC SERVICES

2.1 BASIC SERVICES DEFINED The Design Professional's Basic Services consist of those described in Sections 2.2 through 2.6 of these General Conditions and include without limitation normal structural, civil, mechanical and electrical engineering services and any other engineering services necessary to produce a complete and accurate set of Construction Documents, as described by and required in Section 2.4. The Basic Services may be modified by the Agreement.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Design Professional, in consultation with the Owner, shall develop a written program for the Project to ascertain Owner's needs and to establish the requirements for the Project.

2.2.2 The Design Professional shall provide a preliminary evaluation of the Owner's program, construction schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subsection 5.2.1.

2.2.3 The Design Professional shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Design Professional shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations.

2.2.5 The Design Professional shall submit to the Owner a preliminary detailed estimate of Construction Cost based on current area, volume or other unit costs and which indicates the cost of each category of work involved in constructing the Project and establishes an elapsed time factor for the period of time from the commencement to the completion of construction.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Professional shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, which shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding Owner's approval of the documents, Design Professional represents that the Documents and specifications will be sufficient and adequate to fulfill the purposes of the Project.

2.3.2 The Design Professional shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost in a further Detailed Statement as described in Section 2.2.5.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design Professional shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes and regulations.

2.4.2 The Design Professional shall assist the Owner in the preparation of the necessary bidding or procurement information, bidding or procurement forms, the Conditions of the contract, and the form of Agreement between the Owner and contractor.

2.4.3 The Design Professional shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Design Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 CONSTRUCTION CONTRACT PROCUREMENT

2.5.1 The Design Professional, following the Owner's approval of the Construction Documents and of the latest preliminary detailed estimate of Construction Cost, shall assist the Owner in procuring a construction contract for the Project through any procurement method that is legally applicable to the Project including without

limitation, the competitive sealed bidding process. Although the Owner will consider the advice of the Design Professional, the award of the construction contract is in the sole discretion of the Owner.

2.5.2 If the construction contract amount for the Project exceeds the total construction cost of the Project as set forth in the approved Detailed Statement of Probable Construction Costs of the Project submitted by the Design Professional, then the Design Professional, at its sole cost and expense, will revise the Construction Documents as may be required by the Owner to reduce or modify the quantity or quality of the work so that the total construction cost of the Project will not exceed the total construction cost set forth in the approved Detailed Statement of Probable Construction Costs.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Design Professional's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment, unless extended under the terms of Subsection 8.3.2.

2.6.2 The Design Professional shall provide detailed administration of the Contract for Construction as set forth below. For design professionals the administration shall also be in accordance with AIA document A201, General Conditions of the Contract for Construction, current as of the date of the Agreement as may be amended by the City of Denton special conditions, unless otherwise provided in the Agreement. For engineers the administration shall also be in accordance with the Standard Specifications for Public Works Construction by the North Central Texas Council of Governments, current as of the date of the Agreement, unless otherwise provided in the Agreement.

2.6.3 Construction Phase duties, responsibilities and limitations of authority of the Design Professional shall not be restricted, modified or extended without written agreement of the Owner and Design Professional.

2.6.4 The Design Professional shall be a representative of and shall advise and consult with the Owner (1) during construction, and (2) at the Owner's direction from time to time during the correction, or warranty period described in the Contract for Construction. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in the Agreement and these General Conditions, unless otherwise modified by written instrument.

2.6.5 The Design Professional shall observe the construction site at least one time a week, while construction is in progress, and as reasonably necessary while construction is not in progress, to become familiar with the progress and quality of the work completed and to determine if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. Design Professional shall provide Owner a written report subsequent to each on-site visit. On the basis of on-site observations the Design Professional shall keep the Owner informed of the progress and quality of the work, and shall exercise the Degree of Care and diligence in discovering and promptly reporting to the Owner any observable defects or deficiencies in the work of Contractor or any subcontractors. The Design Professional represents that he will follow Degree of Care in performing all Services under the Agreement. The Design Professional shall promptly correct any defective designs or specifications furnished by the Design Professional at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Design Professional's Services hereunder or of the Project itself shall in no way alter the Design Professional's obligations or the Owner's rights hereunder.

2.6.6 The Design Professional shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Design Professional shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents except insofar as such failure may result from Design Professional's negligent acts or omissions. The Design Professional shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

2.6.7 The Design Professional shall at all times have access to the work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

2.6.9 Based on the Design Professional's observations at the site of the work and evaluations of the Contractor's Applications for Payment, the Design Professional shall review and certify the amounts due the Contractor.

2.6.10 The Design Professional's certification for payment shall constitute a representation to the Owner, based on the Design Professional's observations at the site as provided in Subsection 2.6.5 and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Design Professional has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Design Professional shall have the responsibility and authority to reject work which does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

2.6.12 The Design Professional shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of (1) determining compliance with applicable laws, statutes, ordinances and codes; and (2) determining whether or not the work, when completed, will be in compliance with the requirements of the Contract Documents. The Design Professional shall act with such reasonable promptness to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics

of materials, systems or equipment is required by the Contract Documents, the Design Professional shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Design Professional shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Design Professional as provided in Subsections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 On behalf of the Owner, the Design Professional shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and if requested by the Owner shall issue Certificates of Substantial and Final Completion. The Design Professional will receive and review written guarantees and related documents required by the Contract for Construction to be assembled by the Contractor and shall issue a final certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Design Professional shall interpret and provide recommendations on matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Design Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Design Professional shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results or interpretations or decisions so rendered in good faith in accordance with all the provisions of this Agreement and in the absence of negligence.

2.6.17 The Design Professional shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the work as provided in the Contract Documents.

2.6.18 The Design Professional (1) shall render services under the Agreement in accordance with the Degree of Care; (2) will reimburse the Owner for all damages caused by the defective designs the Design Professional prepares; and (3) by acknowledging payment by the Owner of any fees due, shall not be released from any rights the Owner may have under the Agreement or diminish any of the Design Professional's obligations thereunder.

2.6.19 The Design Professional shall provide the Owner with four sets of reproducible prints showing all significant changes to the Construction Documents during the Construction Phase.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in the Agreement or Proposal, and they shall be paid for by the Owner as provided in the Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Design Professional's control, the Design Professional shall notify the Owner in writing and shall not commence such additional services until it receives written approval from the Owner to proceed. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Design Professional shall have no obligation to provide those services. Owner will be responsible for compensating the Design Professional for Contingent Additional Services only if they are not required due to the negligence or fault of Design Professional.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subsection 2.6.5 is required, the Design Professional shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Design Professional, and the Design Professional shall be compensated therefor as agreed by the Owner and Design Professional.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making material revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or
3. due to changes required as a result of the Owner's failure to render decision in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the Owner's schedule, except for services required under Subsection 2.5.2.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.3.5 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.6 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the work.

3.3.7 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Design Professional is party thereto.

3.3.8 Providing services in addition to those required by Article 2 for preparing documents for alternate, separate or sequential bids or providing services in connection with bidding or construction prior to the completion of the Construction Documents Phase.

3.3.9 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.3.9.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing financial feasibility or other special studies.

3.4.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.4 Providing services relative to future facilities, systems and equipment.

3.4.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.6 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.7 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.8 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.9 Providing analyses of operating and maintenance costs.

3.4.10 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.12 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

3.4.13 Providing interior design and similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services other than as provided in Section 2.6.4, after issuance to the Owner of the final Certificate for Payment and expiration of the Warranty period of the Contract for Construction.

3.4.15 Providing services of consultants for other than architectural, civil, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.16 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

3.4.17 Preparing a set of reproducible record drawings in addition to those required by Subsection 2.6.19, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Design Professional.

3.4.18 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.4.18.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall consult with the Design Professional regarding requirements for the Project, including (1) the Owner's objectives, (2) schedule and design constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements, as more specifically described in Subsection 2.2.1.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Design Professional, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

4.5 Where applicable, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 Where applicable, the Owner shall furnish the services of geotechnical engineers when such services are requested by the Design Professional. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Design Professional and are not retained by the Design Professional as part of its Basic Services or Additional Services.

4.7 When not a part of the Additional Services, the Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests of hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Owner under Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Design Professional shall be entitled to rely upon the accuracy and completeness thereof in the absence of any negligence on the part of the Design Professional.

4.10 The Owner shall give prompt written notice to the Design Professional if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 Design Professional shall propose language for certificates or certifications to be requested of the Design Professional or Design Professional's consultants and shall submit such to the Owner for review and approval at least fourteen (14) days prior to execution. The Owner agrees not to request certifications that would require knowledge or services beyond the scope of the Agreement.

ARTICLE 5 CONSTRUCTION COST

5.1 CONSTRUCTION COST DEFINED

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Professional.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Professional, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Construction Cost does not include the compensation of the Design Professional and Design Professional's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Design Professional represent the Design Professional's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or cost proposals will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Design Professional.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of the Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties thereto. If such a fixed limit has been established, the Design Professional shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Procurement Phase has not commenced within 90 days after the Design Professional submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Design Professional for this Project are instruments of the Design Professional's service and shall become the property of the Owner upon termination or completion of the Agreement. The Design Professional is entitled to retain copies of all such documents. Such documents are intended only be applicable to this Project, and Owner's use of such documents in other projects shall be at Owner's sole risk and expense. In the event the Owner uses any of the information or materials developed pursuant to the Agreement in another project or for other purposes than are specified in the Agreement, the Design Professional is released from any and all liability relating to their use in that project.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Design Professional's reserved rights.

ARTICLE 7 TERMINATION, SUSPENSION OR ABANDONMENT

7.1 The Design Professional may terminate the Agreement upon not less than thirty days written notice should the Owner fail substantially to perform in accordance with the terms of the Agreement through no fault of the Design Professional. Owner may terminate the Agreement or any phase thereof with or without cause upon thirty (30) days prior written notice to the Design Professional. All work and labor being performed under the Agreement shall cease immediately upon Design Professional's receipt of such notice. Before the end of the thirty (30) day period, Design Professional shall invoice the Owner for all work it satisfactorily performed prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of the Owner upon termination of the Agreement and shall be promptly delivered to the Owner in a reasonably organized form. Should Owner subsequently contract with a new Design Professional for continuation of services on the Project, Design Professional shall cooperate in providing information.

7.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Design Professional shall be compensated for services satisfactorily performed prior to notice of such suspension. When the Project is resumed, the Design Professional's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Design Professional's services.

7.3 The Agreement may be terminated by the Owner upon not less than seven days written notice to the Design Professional in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Design Professional or the Owner may terminate the Agreement by giving written notice.

7.4 Failure of the Owner to make payments to the Design Professional for work satisfactorily completed in accordance with the Agreement shall be considered substantial non-performance and cause for termination.

7.5 If the Owner fails to make payment to Design Professional within thirty (30) days of receipt of a statement for services properly and satisfactorily performed, the Design Professional may, upon seven days written notice to the Owner, suspend performance of services under the Agreement.

7.6 In the event of termination not the fault of the Design Professional, the Design Professional shall be compensated for services properly and satisfactorily performed prior to termination.

ARTICLE 8 PAYMENTS TO THE DESIGN PROFESSIONAL

8.1 DIRECT PERSONNEL EXPENSE

8.1.1 Direct Personnel Expense is defined as the direct salaries of the Design Professional's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

8.2 REIMBURSABLE EXPENSES

8.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Design Professional and Design Professional's employees and consultants in the interest of the Project, as identified in the following Clauses.

8.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

8.2.1.2 Expense of reproductions (except the reproduction of the sets of documents referenced in Subsection 2.6.19), postage and handling of Drawings, Specifications and other documents.

8.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

8.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

8.2.1.5 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

8.2.1.6 Other expenses that are approved in advance in writing by the Owner.

8.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

8.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 2 of the Agreement and the schedule of work.

8.3.2 If and to the extent that the time initially established in the Agreement is exceeded or extended through no fault of the Design Professional, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 2 of the Agreement.

8.3.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 2 of the Agreement based on (1) the lowest bona fide bid or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

8.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

8.4.1 Payments on account of the Design Professional's Additional Services and for Reimbursable Expenses shall be made monthly within 30 days after the presentation to the Owner of the Design Professional's statement of services rendered or expenses incurred.

8.5 PAYMENTS WITHHELD No deductions shall be made from the Design Professional's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the Design Professional is responsible.

ARTICLE 9 INDEMNITY

9.1 The Design Professional shall indemnify and save and hold harmless the Owner and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the Owner, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the Design Professional or its officers, shareholders, agents, or employees in the performance of the Agreement.

9.2 Nothing herein shall be construed to create a liability to any person who is not a party to the Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to the Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 10 INSURANCE During the performance of the Services under the Agreement, Design Professional shall maintain the following insurance with an insurance company licensed or authorized to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

10.1 Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$250,000 in the aggregate.

10.2 Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.

10.3 Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident including occupational disease.

10.4 Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.

10.5 The Design Professional shall furnish insurance certificates or insurance policies to the Owner evidencing insurance in compliance with this Article 10 at the time of the execution of the Agreement. The General Liability and Automobile Liability insurance policies shall name the Owner as an additional insured, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the Owner, and each policy shall contain a provision that such insurance shall not be canceled or modified without thirty (30) days' prior written notice to Owner and Design Professional. In such event, the Design Professional shall, prior to the effective date of the change or cancellation, furnish Owner with substitute certificates of insurance meeting the requirements of this Article 10.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 The Agreement shall be governed by the laws of the State of Texas. Venue of any suit or cause of action under the Agreement shall lie exclusively in Denton County, Texas.

11.2 The Owner and Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Design Professional shall not assign its interests in the Agreement without the written consent of the Owner.

11.3 The term Agreement as used herein includes the executed Agreement, the Proposal, these General Conditions and other attachments referenced in Section 3 of the Agreement which together represent the entire and integrated agreement between the Owner and Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Owner and Design Professional. When interpreting the Agreement the executed Agreement, Proposal, these General Conditions and the other attachments referenced in Section 3 of the Agreement shall to the extent that is reasonably possible be read so as to harmonize the provisions. However, should the provisions of these documents be in conflict so that they can not be reasonably harmonized, such documents shall be given priority in the following order:

1. The executed Agreement
2. Attachments referenced in Section 3 of the Agreement other than the Proposal
3. These General Provisions
4. The Proposal

11.4 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design Professional.

11.5 Upon receipt of prior written approval of Owner, the Design Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design Professional's promotional and professional materials. The Design Professional's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Professional in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design Professional on the construction sign and in the promotional materials for the Project.

11.6 Approval by the Owner shall not constitute, nor be deemed a release of the responsibility and liability of the Design Professional, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the design or other work prepared by the Design Professional, its employees, subcontractors, agents, and consultants.

11.7 All notices, communications, and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below signature block on the Agreement, certified mail, return receipt requested, unless otherwise specified herein. All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

11.8 If any provision of the Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform the Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

11.9 The Design Professional shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended during the term of this Agreement.

11.10 In performing the Services required hereunder, the Design Professional shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

11.11 The captions of the Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of the Agreement.

**SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER
PEC-4 DRAINAGE IMPROVEMENTS PROJECT
FOR THE CITY OF DENTON**

GENERAL: The City of Denton PEC-4 Drainage Improvements (the Project) will include the preparation by Freese and Nichols, Inc. (hereinafter called FNI) of construction documents for the following facilities:

- Phase I of the project consists of approximately 800 linear feet (LF) of channel improvements and appurtenant drainage structures including two (2) roadway crossings at Wainwright and Locust, associated paving improvements, water and sewer utility adjustments and relocations. Phase I extends from the PEC-4 confluence with Pecan Creek to the upstream side of Locust Street.
- Phase II of the project consists of approximately 900 LF of channel improvements and appurtenant structures as described in Phase I. The project includes two (2) roadway crossings at Elm and Prairie. Phase II extends from the upstream side of Locust Street (the upstream end of Phase I) to the upstream side of Prairie Street.

The Project will include design and preparation of construction documents for the improvements listed above with assistance from the OWNER. A single bid package will be prepared for the construction of the Phases described above.

ARTICLE I

BASIC SERVICES:

The Project is defined as follows: This project will consist of Surveying, Final Design Plans, Specifications and Construction Estimates and associated engineering tasks for Phases I and II of Upper PEC-4 Drainage Improvements, based on preliminary design and CLOMR performed by another engineering firm. Phase I extends from the confluence with Pecan Creek to the upstream side Locust Street in the alignment shown on the attached Figure 1. Phase II provides continuation from the upstream end of Phase I at Locust Street to the upstream side of Prairie Street. The existing open channel between Prairie and Wainwright will be filled and replaced with a closed storm drain system sized to carry local flows only. The main flows of PEC-4 will be carried in the revised alignment located north of the existing channel as shown on Figure 1. The project includes drainage improvement design, as well as appurtenant water and sanitary sewer relocations within the project vicinity.

Surveying and Geotechnical Engineering Services associated with this project will be included as sub-consultant services to this project. The sub-consultants' scope of services are included as an Attachment to this contract. Surveying services are included as Basic Services. Geotechnical Engineering services are included in Special Services.

While the project is intended to be constructed in two phases, only one set of bid and construction documents will be prepared. The design sheets and contract documents will be arranged such that the project can be constructed in two phases with one set of drawings.

It was determined in Preliminary Design that a U.S. Army Corps of Engineers (USACE) Individual 404 Permit will be required for construction of this project. Those services will be performed as a sub-consultant service included in this contract. The sub-consultant's scope of services is included in Special Services. FNI

and the Environmental Sub-Consultant will assist and advise the OWNER regarding the optional solutions for mitigation.

TxDOT permitting will be required for drainage improvements crossing Locust and Elm Streets. FNI will meet with the OWNER and TxDOT (up to 3 meetings) to obtain permit approval. FNI will submit plans to TxDOT through the OWNER for TxDOT review and approval. The OWNER will provide coordination and facilitate communication with TxDOT.

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

A. PRELIMINARY PHASE (50% Design Drawings)

FNI shall utilize the Conceptual Study with preliminary design alignment prepared by Teague Nall and Perkins (TNP), dated August, 2008 as the source of preliminary design. FNI assumes that the preliminary design as shown in the TNP Study has been reviewed and approved in concept by the OWNER. The project alignment is based on Preliminary Design Report Option C (TNP, August 2008). Utilizing the alignment shown in this study, FNI shall:

1. Plan, Coordinate, Attend and Facilitate a project kick-off meeting to discuss alignment, schedule and any special design considerations.
2. Review drainage calculations prepared by TNP to confirm that the proposed design meets OWNER'S drainage criteria.
3. Coordinate sub-consultant (Brittain and Crawford) design survey for project limits. Survey services scope includes the following:
 - (a) Survey and prepare a design/topographic map, 60 feet in width, of the project area outlined on Figure 1. The survey will be prepared in electronic media, based upon the Texas State Plane Coordinate System, and NAVD 88 vertical datum (and matching the City of Denton survey control system).
4. Coordinate sub-consultant geotechnical engineering investigation for inclusion in the design. Geotechnical scope of services is included in the Special Services section of this contract.
5. Coordinate sub-consultant environmental services for USACE 404 Individual Permit application. Environmental scope of services is included in the Special Services section of this contract.
6. Prepare 50% design documents consisting of final design criteria, 50% design drawings and outline specifications for drainage, paving, water and sewer improvements. Construction plan and profile sheets shall be prepared at a scale of 1" = 40' horizontal and 1" = 4' vertical.
7. Based on the information contained in the 50% design documents, submit a revised opinion of probable project costs.
8. Furnish four (4) copies of the above 50% design documents and review them with OWNER.
9. Attend up to one additional project meeting between project kick-off meeting and presentation of 50% design (three meetings total in the 50% design phase).

B. FINAL DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed.
2. Furnish OWNER the engineering data necessary for applications for routine permits required by local, state and federal authorities. This Item specifically includes application for TxDOT roadway crossing permits at Locust and Elm Streets. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
3. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project. Submittal to franchise utility companies will be based on OWNER approval of 50% Design Plans as described in Task A above.
4. Attend up to three (3) Project Meetings during the Final Design Phase, prior to the Bid Phase.
5. Prepare revised opinion of probable construction cost.
6. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.

BID PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Provide the OWNER with two (2) full size (22" x 34") and four (4) half size sets (11"x17") of construction drawings and contract documents and distribute them to prospective bidders through FNI's offices. FNI will post the notice of construction on FNI's website. FNI will send plans and specifications to two plan rooms, sending plans and specifications to additional plan rooms will be an additional service. It is the responsibility of the OWNER to notify the newspaper of the project advertisement and prospective bid opening date, if so desired by the OWNER.
2. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in City of Denton's and 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.
3. Assist OWNER by responding to questions and interpreting bid documents. Prepare addenda to the bid documents for FNI to distribute to all prospective bidders that have picked up plans and specifications for bidding.
4. FNI will assist Owner in the tabulating and analyzing of the bids received. FNI will 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. FNI will recommend award of contract or other action as appropriate to be taken by Owner.
5. Furnish contractor and OWNER copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

CONSTRUCTION PHASE: Upon completion of the bid 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 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 City of Denton front documents for construction projects. The OWNER agrees that FNI will include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Attend a pre-construction conference. The OWNER will conduct the meeting and prepare minutes. FNI will provide the Contractor and OWNER three full size (22" x34") sets of plans and conformed specifications each, totaling 6 plans and specifications. The conformed sets of books will include a half size set of plans (11"x 17").
 - a. Establish communication procedures with the OWNER and contractor. All communications between FNI and the Contractor will be through the OWNER.
2. Review contractor's submittals, including, requests for information and shop drawings in accordance with the requirements of the construction contract documents for the projects.
 - a. FNI will be responsible for verifying that all required submittals have been received from the Contractor. FNI will notify the OWNER in writing of the outstanding required submittals. It is the responsibility of the OWNER to notify the Contractor of the outstanding submittals.
 - b. FNI will not be responsible for the log in or distribution of contractor submittals, which are the responsibility of the OWNER.
 - c. FNI will not review pay estimates, which are the responsibility of the OWNER.
3. FNI will serve in the capacity of General Representation during construction. In this capacity, FNI will:
 - a. Make four (4) visits to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. 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.
 - b. Provide general recommendations to the OWNER for the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by OWNER and is not included in the services to be performed by FNI.
 - c. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, study 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.
 - d. Prepare Record Drawings of the completed project after the final walk through. The OWNER will coordinate with the CONTRACTOR to produce a set of plans with markings that represent how the pipeline was installed that both parties agree on. The OWNER will provide the plans to FNI to produce record drawings. FNI will deliver to the OWNER two sets of full size (22"x34") drawings, one on bonded paper and one on mylar film, and electronic file of drawings in ACAD 2000 format.

4. Conduct, in company with OWNER's representative, one final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Visiting the site to review completed work in excess of one trip is an additional service.

ARTICLE II

SPECIAL SERVICES:

- A. USACE Section 404 Individual Permit will be performed by a Subconsultant, Integrated Environmental Solutions (IES):

Through preliminary coordination with the USACE it has been determined that the proposed project can only be authorized under an Individual Permit (IP). Prior to preparing the IP, Subconsultant will attend a pre-application meeting with FNI, OWNER and the USACE to describe the proposed project and identify any potential issues based on the concept plan. Next Subconsultant will prepare a preliminary project description to be submitted to the USACE to establish an interagency meeting. This meeting would then be held on-site, with OWNER and FNI in attendance, to describe the project and provide a brief tour of the project for all agencies to provide preliminary comments. After the meeting, Subconsultant will work with FNI to identify solutions on how to incorporate the preliminary agency comments. Finally, Subconsultant will prepare and submit an IP through OWNER to the USACE. This process requires that a mitigation plan be prepared that addresses compensatory mitigation. Subconsultant will prepare a stand-alone conceptual mitigation plan for this submittal. The Section 404 mitigation plan will include: Description of the proposed action; Description of the site, including a delineation of the waters of the United States; Alternatives analysis to the proposed action that do not impact waters of the United States; Description of the project's avoidance and minimization efforts; Quantitative and qualitative description of the unavoidable impacts to the waters of the United States; Develop/conduct a functional assessment on both the current and proposed channels to determine if there is a need for compensatory mitigation; and Description of the proposed conceptual mitigation (i.e., proposed earthwork, species and densities of plant materials, success criteria/performance standards, and monitoring program).

An IP also requires additional background information for the completion of the public notification and approval process. These services include the following: Completing the IP Application (ENG Form 4345); Identifying and submitting to USACE two tiers of adjacent landowners names and addresses for the Public Notice; Coordinate with USACE to complete the Public Notice; Completing information for the TCEQ 401 Water Quality Certification (different requirements based on impacts); Coordinate with the five regulatory agencies to obtain comments and try to resolve any conflicts with the proposed project, which may require revising the mitigation plan; Address all public notice comments received and provide USACE a comment sheet how the comments were incorporated into the design/mitigation plan or why they were dismissed; and Provide assistance to the USACE to draft the Decision Document and Permit.

- B. EASEMENTS: FNI will retain and monitor the efforts of a surveying firm (Brittain and Crawford) to provide the following services:
 - Provide deed research for the preparation of easement documents. (This task does not include title research)
 - Prepare metes and bounds easement descriptions for each private tract. A separate description

will be prepared for both permanent and temporary easements. For budgeting purposes, a maximum of fifteen (15) Easement Documents are anticipated. Payment for parcel descriptions shall be on a per parcel basis. If more than 15 Easement Documents are required, then additional payment will be required, for not only the cost for easement preparation on a per each basis but also for the cost of additional field work. Work for additional Easement Documents above 15 will not commence without written approval of OWNER.

- Each Temporary and Permanent Easement will be provided at a cost of \$550 per each easement document prepared, Not To Exceed \$8,250 for 15 easements.

C. **GEOTECHNICAL ENGINEERING:** FNI will provide subconsultant geotechnical engineering and a sub-consultant drilling and laboratory-testing firm (through CMJ Engineering) to provide the following services:

- Review geologic maps and the pipeline route to identify testing locations
- Drill up to four (4) borings up to 20 feet deep. For budgeting purposes, a maximum of four (4) borings are assumed. Scope and Fee may be adjusted to account for additional borings, as necessary. Log the borings, and obtain soil samples for soil classification and the corrosion analysis testing. Provide rock cores and RQD of rock, where applicable.
- Provide laboratory testing, including Atterberg limits, unconfined strength of rock samples, sieve analysis, and water content.
- Provide conclusions of testing and geotechnical analysis in a report, for use of the pipeline designers and prospective bidders.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if specifically authorized in writing by OWNER, which are not included in the above-described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- 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 OWNER.
- E. Providing renderings, model, and mock-ups requested by the OWNER.
- F. 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.
- 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 OWNER.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- I. 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.
- J. 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.
- K. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase.
- L. 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).
- M. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- N. 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.
- O. 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 except as specifically noted in the Articles I and II above..
- P. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Q. 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.
- R. Services required to resolve bid protests or to rebid the projects for any reason.
- S. 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.
- T. 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.
- U. Providing services after the completion of the construction phase not specifically listed in Article I.
- V. 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 OWNER.
- W. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

- X. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Y. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- Z. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- AA. Provide follow-up professional services during Contractor's warranty period.

ARTICLE IV

TIME OF COMPLETION: FNI agrees to complete the services in accordance with the attached schedule, Exhibit B

ARTICLE V

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

- 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 FNI'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 expandability, 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 FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as 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 FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. OWNER shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. OWNER shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by OWNER.

- H. 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 FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. 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.
- J. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Noreen Housewright, P.E., CFM; City of Denton, 901-A Texas Street, Denton, Texas 76209; phone: 940-349-7121; fax: 940-349-8951; email: Noreen.Housewright@cityofdenton.com

FNI's Project Manager – Kelly Dillard, P.E., CFM, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109; phone 817-735-7300; fax 817-735-7491; email kdd@freese.com

FNI's Accounting Representative – Patti Allen, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109; phone 817-735-7466; fax 817-735-7491; email pla@freese.com

COMPENSATION
LUMP SUM WITH ADDITIONAL WORK BASED ON COST TIMES MULTIPLIER

- A. **Basic and Special Services:** Compensation to FNI for the Basic Services and expenses shall be Two Hundred Fifty Eight Thousand Seven Hundred Sixty Five Dollars (\$258,765). For Special Services the fee shall be Forty Two Thousand Seven Hundred Eighty Dollars (\$42,780). 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 OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.
- B. **Schedule of Charges for Additional Work:**

Staff Member

Salary Cost Times Multiplier of 2.21

Resident Representative

Salary Cost Times Multiplier of 2.0

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

Other Direct Expenses

Actual Cost Times Multiplier of 1.10

Other direct expenses shall include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Fort Worth 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 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.

Rates for In-house Services

Computer

\$10.00 per hour

Plotter

Bond \$ 2.50 per plot
Special \$ 5.00 per plot

Testing Apparatus

Density Meter \$350.00 per month
Gas Detection \$ 10.00 per test

Printing

Black and White

\$0.10 per copy

Color

\$0.50 per copy

Binding

\$5.75 per book

3-10-04 3.2

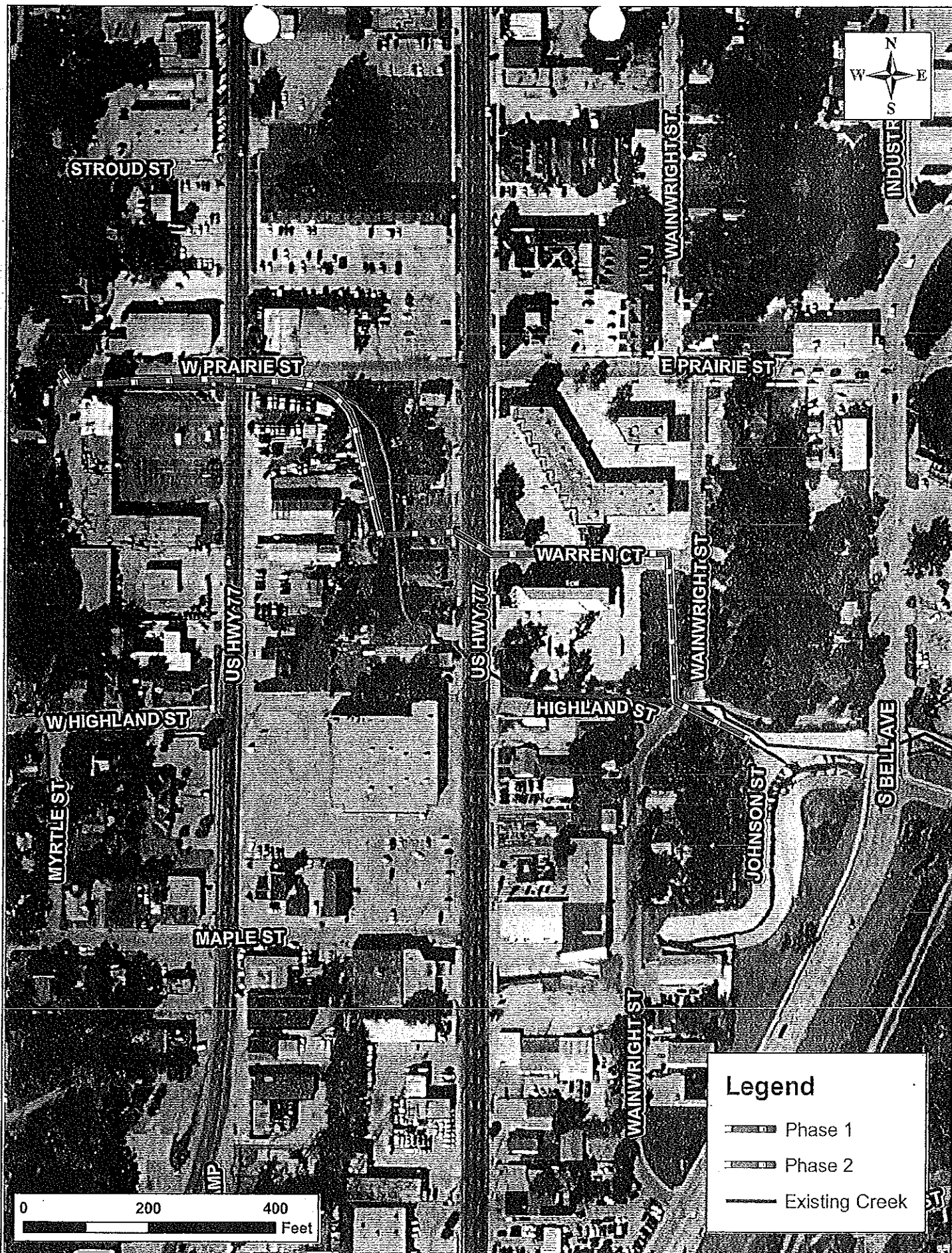
ID	Task Name	Duration								
			7, '09	Feb 7, '10		Mar 21, '10		May 2, '10		
1	Notice to Proceed	0 days	1/4	1/24	2/13	3/5	3/25	4/14	5/4	5/24
2	Design/ Boundary Survey	60 days								
3	Geotechnical Investigation	60 days								
4	Milestone Begin Design	0 days								
5	Corps of Engineers 404 Individual Permit	200 days								
6	TxDOT Coordination	620 days								
7	Preliminary Phase	105 days								
8	Preliminary Design	75 days								
9	Easement Preparation	105 days								
10	Milestone City Submittal	0 days								
11	City Review	20 days								
12	Final Phase	525 days								
13	Final Design 1st Submittal	50 days								
14	City Review	10 days								
15	Final Design 2nd Submittal	50 days								
16	Milestone Design Complete	0 days								
17	Bid Phase	30 days								
18	Contract Award	55 days								
19	Begin Construction	330 days								

Project: Denton PEC-4
Date: Wed 5/6/09

Task
Split

Task Split

Task Split



4055 International Plaza Ste 200
Fort Worth, Texas 76109

Project Area

Upper PEC-4 Drainage Improvements

Denton, Texas

Verbal Scale: 1" = 200'
Absolute Scale: 1" = 2400'
FN Job #: OFF09041
File Path:

FIGURE
1

Date: APR 2009
DESIGNED

Request for City Manager Approval of Purchase

DATE: May 10, 2012

Questions concerning this
acquisition may be directed
to Frank Payne, P.E. @ 349-8946

DEPARTMENT: Materials Management

ACM: Jon Fortune

SUBJECT

Consider approval to amend purchase order number 144489 in the amount of \$25,950.00 for the addition of 500 lf of storm drain improvements and changes to a minor water line that conflicts with the additional storm drain improvements along Locust Street as well as the additional cost of modifying an easement associated with the Upper PEC-4 Drainage Improvements Project. The amended contract fee is \$328,245.00 File 4437

BID/FILE INFORMATION

The scope of service for this project is for survey, calculations, plans, specifications, and cost estimates.

PRIOR ACTION/VIEW (COUNCIL, BOARDS, COMMISSIONS)

None

RECOMMENDATION

Staff recommends the approval of the additional services with Freese and Nichols Inc. in the amount of \$25,950.00

PRINCIPAL PLACE OF BUSINESS

Freese and Nichols, Inc.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895

STAFF ESTIMATE

Staff estimates the survey, calculations, plans, and specification preparation require to complete this work are consistent with the \$25,950.00.

ESTIMATED SCHEDULE OF PROJECT

This project is estimated to receive bids in October 2012. Construction is anticipated to begin January 2013 and be completed by November 2013.

CONTRACT ADMINISTRATOR

Project Engineer: Noreen Housewright, P.E.


FISCAL INFORMATION

Funding for this project will come from the following City of Denton Account:

Upper PEC-4 Drainage Improvements: 650047455.1360.21100

Attachment 1: Exhibit 1: Amendment No. 2 to Professional Services Agreement, Additional Services Upper PEC-4 Drainage Improvements.

Requested by:

 5/10/12


Name: Frank G. Payne, P.E.

City Engineer


Phone: 349-8946

Requisition# 144489

Respectfully submitted:

 5/14/12
Elton Brock 940-349-7133
Purchasing

Expenditure Approved:


City Manager or Designate

May 16, 2012
Date



CONTRACT CHANGE AUTHORIZATION FORM

Amendment #2

Client: City of Denton 901-A Texas Street Denton, TX 76209 Attn: Noreen Housewright, P.E., CFM		FNI Project No.: DTN09309 Client Contract Ref.: PO 144489 Date: April 20, 2012						
Project Description: Upper PEC-4 Drainage Improvements								
Description of Services Added: <ol style="list-style-type: none"> Design survey along Locust St to be provided by Brittain and Crawford. Final design of approximately 500 LF of storm drain improvements along Locust street including calculations, plans, specifications, and cost estimates. Minor water line adjustments at the inlets will be required. Additional Temporary Construction Easement drawing on Davis Bakery property Future services anticipated to be required by separate authorization (not included in this contract): <ol style="list-style-type: none"> Preparation of Phase 2 Bid set including revisions to plans as required Bid Phase and Construction Phase services for Phase 2 								
Compensation shall be adjusted as follows: Lump sum amount of Twenty Five Thousand Two Hundred Dollars (\$25,200) as follows: <table border="0"> <tr> <td>\$4,500 - Field Survey</td> </tr> <tr> <td>\$15,000 - Storm Drain Design</td> </tr> <tr> <td>\$3,000 - Drainage Calculations for Plans for Proposed Storm Drain</td> </tr> <tr> <td>\$2,700 - Waterline Adjustments and Pavement Repair Design</td> </tr> <tr> <td>\$750 - Easement</td> </tr> <tr> <td>\$25,950 Total</td> </tr> </table>			\$4,500 - Field Survey	\$15,000 - Storm Drain Design	\$3,000 - Drainage Calculations for Plans for Proposed Storm Drain	\$2,700 - Waterline Adjustments and Pavement Repair Design	\$750 - Easement	\$25,950 Total
\$4,500 - Field Survey								
\$15,000 - Storm Drain Design								
\$3,000 - Drainage Calculations for Plans for Proposed Storm Drain								
\$2,700 - Waterline Adjustments and Pavement Repair Design								
\$750 - Easement								
\$25,950 Total								
	Original Contract	\$302,295						
	Amended Amount	\$25,950						
	Revised Total Contract	\$328,245						
Schedule shall be adjusted as follows: Final plans to be provided within sixty (60) days of this authorization.								

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

- ☐ A contract modification will be submitted.
☒ This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

BY: Kelly Dillard
Kelly Dillard
 Print or Type Name
 TITLE: Associate
 DATE: 4/20/12

CLIENT:

BY: George C. Campbell
GEORGE C. Campbell
 Print or Type Name
 TITLE: City Manager
 DATE: May 16, 2012

Request for City Manager Approval of Purchase

DATE: July 8, 2013

Questions concerning this
acquisition may be directed
to Frank Payne, P.E. @ 349-8946

DEPARTMENT: Materials Management

ACM: Jon Fortune

SUBJECT

Consider approval to amend purchase order number 144489 in the amount of \$15,700 for the addition of survey and design in order to replace the existing 6" sanitary sewer line in Wainwright Street, from the proposed PEC-4 culvert crossing to Prairie Street. The additional service will also include locating and replacing existing service cleanouts. The amended contract fee is \$343,945.00 *File 4437*

BID/FILE INFORMATION

The scope of service for this project is for additional survey and design of the 6" sanitary sewer replacement, and preparation of plans and specifications to be added to the PEC-4 drainage plans.

PRIOR ACTION/VIEW (COUNCIL, BOARDS, COMMISSIONS)

None

RECOMMENDATION

Staff recommends the approval of the additional services with Freese and Nichols in the amount of \$15,700.00

PRINCIPAL PLACE OF BUSINESS

Freese and Nichols
4055 International Plaza, Suite 200
Fort Worth, TX 76109-4895

STAFF ESTIMATE

Staff estimates the additional survey and design of the 6" sanitary sewer line on Wainwright Street is consistent with the \$15,700.00

ESTIMATED SCHEDULE OF PROJECT

This project will be scheduled to be bid once this sanitary sewer design is complete and all the right-of-way parcels have been purchased.

Request for City Manager Approval
Page 2

CONTRACT ADMINISTRATOR


Project Engineer: Noreen Housewright, P.E.

FISCAL INFORMATION

Funding for this project will come from the following City of Denton Account:
Upper PEC-4 Drainage Project: 650047455.1360.21100

Attachment 1: Exhibit 1: Amendment No. 3 to Professional Services Agreement, Additional Services Upper PEC-4 Drainage Improvements.


Requested by:


Name: Frank G. Payne, P.E.
City Engineer

Phone: 349-8946

Requisition# 144489

Respectfully submitted:

 7/9/13
Karen Smith, Senior Buyer, 349-8436
Purchasing Agent

Expenditure Approved:


City Manager or Designate

7/11/13
Date


CONTRACT CHANGE AUTHORIZATION FORM
Amend #3

Client: City of Denton 901-A Texas Street Denton, TX 76209		FNI Project No.: DTN09309
		Client Contract Ref.: PO 144489
Attn: Noreen Housewright, P.E., CFM		Date: January 7, 2013
Project Description: Upper PEC-4 Drainage Improvements		
Description of Services Added: Survey and design of replacement of existing 6" sanitary sewer line in Wainwright Street, from culvert crossing up to Prairie Street, with an 8" sanitary sewer line. 1. Evaluate sewer depths to determine re-routing of NuCon (formerly) sewer service, and determine which sewer main in Prairie to tie the new 8" into. 2. Locate and tie down existing service cleanouts along Wainwright, if they exist. 3. Tie down potholes provided by the City to locate the existing waterlines in Wainwright. 4. Design to be by open cut with bypass pumping and permanent trench pavement repair. 5. Separate out bid items for this 8" sanitary sewer line. 6. 90% and Final level design submittals will be provided		
Compensation shall be adjusted as follows: Lump sum amount of Fifteen Thousand Seven Hundred Dollars (\$15,700).		
	Current Contract Amount	\$328,245
	Amended Amount	\$15,700
	Revised Total Contract	\$343,945
Schedule shall be adjusted as follows: Final plans to be provided within 60 days of this authorization.		

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

- ☐ A contract modification will be submitted.
☒ This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:
BY:

 Ron King, P.E.
 Print or Type Name

TITLE: Denton Office Manager

DATE: 1-7-13

CITY OF DENTON, TEXAS:
BY:

 George C. Campbell
 Print or Type Name

TITLE: City Manager

DATE: 7/11/13

Amd 4

Amendment 4

Rev. 06/10


 CONTRACT CHANGE AUTHORIZATION FORM
 Amend #4

Client: City of Denton 901-A Texas Street Denton, TX 76209 Attn: Noreen Housewright, P.E., CFM	FNI Project No.: DTN09309 Client Contract Ref.: PO 144489 Date: April 25, 2014						
Project Description: Upper PEC-4 Drainage Improvements							
Description of Services Added: <ol style="list-style-type: none"> Revise FNI plans as follows: <ol style="list-style-type: none"> Delete water and sewer items and replace with references to Locust Street Utility Relocations Phase 1. Revise storm laterals in three locations to resolve conflicts with proposed Locust Street Utility Relocations. Remove references to PEC-4 Phase 2 for clarity. Revise structural detail for Phase 1/Phase 2 box culvert transition. Revise Specifications to include new front end documents and technical specifications from water department. Prepare combined bid tabulation including water department bid items. FNI will submit combined bid package to City for one (1) review. FNI will revise and resubmit for project advertising. Up to three (3) additional meetings, project management, and coordination with City. Deliverables: Final combined bid package for PEC-4 Phase 1 and Locust Utility Relocations Phase 1.							
Compensation shall be adjusted as follows: Lump sum amount of Twenty Seven Thousand Three Hundred Sixty Three Dollars and No Cents (\$27,363).							
	<table border="1"> <tr> <td>Original Contract</td> <td>\$343,945</td> </tr> <tr> <td>Amended Amount</td> <td>\$27,363</td> </tr> <tr> <td>Revised Total Contract</td> <td>\$371,308</td> </tr> </table>	Original Contract	\$343,945	Amended Amount	\$27,363	Revised Total Contract	\$371,308
Original Contract	\$343,945						
Amended Amount	\$27,363						
Revised Total Contract	\$371,308						
Schedule shall be adjusted as follows: Draft combined bid package to be provided within 2 weeks of receiving plans and bid items from Water Dept.							

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

- ☐ A contract modification will be submitted.
☒ This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

CITY OF DENTON, TEXAS:

BY: Chris Bosco
 Chris Bosco
 Print or Type Name
TITLE: PrincipalDATE: 4-25-14BY: Jody Ward
 Jody Ward
 Print or Type Name
TITLE: BuyerDATE: 5/23/14



CONTRACT CHANGE AUTHORIZATION FORM
Amend #5

Client: City of Denton 901-A Texas Street Denton, TX 76209 Attn: Noreen Housewright, P.E., CFM	FNI Project No.: DTN09309 Client Contract Ref.: PO 144489 Date: August 26, 2015	
Project Description: Upper PEC-4 Drainage Improvements		
Description of Services Added: 1. Revise FNI plans as follows: <ul style="list-style-type: none"> a. Add final design of approximately 1400 LF of storm drain along Elm Street extending from Mulberry Street to near Highland Street. Design will be based on survey file provided by City. Design will be coordinated with City's water and sewer improvement project along Elm Street. b. Delete water and sewer items and replace with references to Elm Street Utility Relocations. c. Revise storm laterals as needed to resolve conflicts with proposed Elm Street Utility Relocations. d. Additional drop inlets along trunk line for local drainage. e. Revise structural detail for Phase 2 box culvert transition to keep improvements within the ROW including analysis of up to three (3) alternatives. 2. Preparation of Phase 2 bid package including: <ul style="list-style-type: none"> a. Combine PEC-4 plans with Elm Street utility plans to create a single bid package. b. Revise Specifications to include new front end documents and technical specifications from water department. c. Updated cost estimate d. Prepare combined bid form including water department bid items. e. FNI will submit combined bid package to City for one (1) review. FNI will revise and resubmit for project advertising. 3. Up to three (3) additional meetings, project management, and coordination with City.		
Deliverables: Final combined bid package.		
Compensation shall be adjusted as follows: Thirty Two Thousand Nine Hundred Eighty One Dollars and No Cents (\$32,981).		
	Original Contract	\$371,308
	Amended Amount	\$32,981
	Revised Total Contract	\$404,289
Schedule shall be adjusted as follows: Final plans to be provided within 120 days of this authorization.		

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

☒ This Contract Change Authorization will serve as contract modification.


FREESE AND NICHOLS, INC.:

BY: 
Scott Hubley
Print or Type Name

TITLE: Associate

DATE: 10/29/15

CITY OF DENTON, TEXAS:

BY: 
KAREN SMITH
Print or Type Name

TITLE: Asst. Purchasing Manager

DATE: 2-25-16

City of Denton
PEC-4 Amend #5
8/26/2015
Detailed Cost Breakdown

Project Fee Summary	
Basic	\$ 32,981
Special	\$ -
Total Project	\$ 32,981

Basic Services													
Phase	Task	Employee	Scott Hubley	Keith Byrne	Cody Jones	Stephen R. James	Wesley Thompson	Joshua Moore					
		Project Role	PM	EIT	CAD	OC	Structural PE	Structure CAD				Total Hours	Total Labor Effort
	Elm Street Storm Drain Design		8	24	48							80	\$ 10,417
	Water Bid Item Revisions			4	8							12	\$ 1,463
	Resolve Conflicts		2	4	8							14	\$ 1,873
	Add Drop Inlets			2	4							6	\$ 732
	Structural Detail and Alternatives Analysis		2	4	8		24	40				78	\$ 8,295
	Prepare combined bid package		2	8		8						18	\$ 3,322
	Cost Estimate		2	8								10	\$ 1,445
	Specifications		2	8								10	\$ 1,445
	Bid Form		2	4								6	\$ 928
	Meetings		12									12	\$ 2,462
Total Basic Services Hours			32	66	76	8	24	40				246	\$ 32,382
													\$ 599
													\$ -
													\$ 32,981

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Print Shop - Plotter - Other	Miles	Other	Other	Other	Other	Other	Total Exp Effort
	Elm Street Storm Drain Design		80													\$ -
	Water Bid Item Revisions		12													\$ -
	Resolve Conflicts		14													\$ -
	Add Drop Inlets		6													\$ -
	Structural Detail and Alternatives Analysis		78													\$ -
	Prepare combined bid package		18		1,500		100									\$ 400
	Cost Estimate		10													\$ -
	Specifications		10													\$ -
	Bid Form		6													\$ -
	Meetings		12							300						\$ 198
Total Basic Services Items			246		1,500		100			300						
Total Basic Services Expenses Effort		\$	-	\$ -	\$ 150	\$ -	\$ 250	\$ -	\$ -	\$ 198	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 599

Phase	Task	Subconsultants	[Name 1]	[Name 2]	[Name 3]	[Name 4]	Total Sub Effort
	Elm Street Storm Drain Design						\$ -
	Water Bid Item Revisions						\$ -
	Resolve Conflicts						\$ -
	Add Drop Inlets						\$ -
	Structural Detail and Alternatives Analysis						\$ -
	Prepare combined bid package						\$ -
	Cost Estimate						\$ -
	Specifications						\$ -
	Bid Form						\$ -
	Meetings						\$ -
Total Basic Services Subconsultants Cost		\$	-	\$ -	\$ -	\$ -	\$ -
Total Basic Services Subconsultants Effort		\$	-	\$ -	\$ -	\$ -	\$ -