

ENGINEERING SERVICES PROPOSAL



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TO: Jason Shroyer, PE
Director of Public Works
Town of Little Elm

CC: Daniel Huffines, Cody Collier

FROM: Erin Flanagan, PE, BCEE

SUBJECT: Scope and Fee – WWTP Dewatering Improvements Resident Project Representative

DATE: October 26, 2023

PROJECT: LTE22844

Mr. Shroyer,

Please find the below scope of professional services and attached fee spreadsheet for your review regarding the Town of Little Elm, Wastewater Treatment Plant (WWTP) Dewatering Improvements Resident Project Representative (RPR). This scope and fee is based on providing a part-time (average of 20 hours/week) RPR on-site during construction of the WWTP Dewatering Improvements project. The current WWTP Dewatering Improvements contract only includes construction general representation. The addition of a part-time RPR would provide value to the Town by:

- Observing construction progress on a weekly basis. At least 2 days per week on-site will allow for consistency of observation and allow the RPR to focus on current and upcoming work by the Contractor.
- Helping to confirm and track the Contractor's progress on requirements prior to the belt filter press equipment demolition/temporary dewatering press operations. This is a critical sequence of the project.
- Being a resource to the Town in change order reviews and negotiation.
- Being a resource to assist in expediting requests for information, submittals, and construction issues with the Engineer's design team.
- Contributing to pay application reviews by providing direct coordination with the Contractor on work percent completes as well as confirming materials on hand.
- Attendance at monthly progress meetings to engage in discussion and provide review of schedule and the Contractor's upcoming work.
- Allowing plant staff/operators the ability to focus on their plant operational duties.

Anticipated Scope of Services:

1. **Resident Project Representative:** Provide a part-time RPR for an average of 20 hours/week for 22 weeks. Part-time duration is anticipated between June 2024 and October 2024, based on the Contractor's current schedule.

Professional Services Fee:

The above scope of services is to be completed for a time and materials (cost plus max) fee of \$97,300.

I appreciate the opportunity to assist the Town with this service. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Erin Flanagan". The signature is written in a cursive, flowing style.

Erin Flanagan, PE, BCEE

Attachments – Work Order Agreement and Fee Spreadsheet

EXHIBIT B - WORK ORDER

MAPS # _____ MAPS DATE: _____

CONSULTANT NAME Freese and Nichols, Inc.

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the TOWN of Little Elm, Texas ("Owner"), and Consultant, Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order #: _____

Consultant Project #: _____

Project Name: WWTP Dewatering Improvements Resident Project Representative

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	<p>Mail to: TOWN of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068</p> <p>Email to: accounts.payable@littleelm.org</p> <p>Include work order number, PO number, billing period, and project name,</p>

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work to be performed:** All work shall be in accordance with the scope listed below and as listed in the Master Agreement for Professional Services.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Sign Work Order.
5. **Other:** N/A

CONSULTANT PROVIDED INFORMATION:

1. Scope of Work:

PROJECT DESCRIPTION

The WWTP Dewatering Improvements Resident Project Representative (Project) is generally described as follows:

Part-time resident project representative (RPR) services to support the Town and Engineer/Freese and Nichols (FNI) during the construction of the WWTP Dewatering Improvements project.

SCOPE OF SERVICES

ADDITIONAL SERVICES: FNI shall render the following professional services in connection with the Project:

The Engineer will have a Resident Project Representative on the Site on a part-time basis at an average of 20 hours per week. In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

- A. The duties, responsibilities, and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:
 - 1. Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Engineer and Contractor, keeping Client advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Client with the knowledge of and under the direction of Engineer.
 - 2. These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.
- B. Duties and Responsibilities of Resident Project Representative:
 - 1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2. Conferences and Meetings: Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - b. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples: Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Records: Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, written Amendments, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
9. Reports:
 - a. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - b. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - c. Report immediately to Engineer and Client the occurrence of any accident.
10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Client, noting particularly the relationship of the payment requested to the schedule of values, Work completed and

materials and equipment at the Site but not incorporated in the Work.

11. **Certificates, Maintenance and Operation Manuals:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Client prior to final payment for the Work.
12. **Completion:**
 - a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Conduct a final inspection in the company of Engineer, Client and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority of Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
 2. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.
 3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Client or Contractor.
 6. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
 7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.
2. **Time Line:** Consultant will complete resident project representative services within 400 calendar days from receipt of notice to proceed from the TOWN. Completion of the construction phase services is dependent upon the completion of the WWTP Dewatering Improvements project.
 3. **Compensation:** Consultant will provide Professional Services as outlined in the scope of work on time and materials basis with an estimate to complete the work as follows:

TOTAL ADDITIONAL SERVICES (Time and Materials)

\$97,300

ACCEPTANCE:

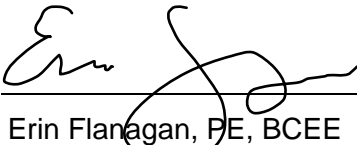
This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM

Matthew Mueller, TOWN Manager

Date

FREESE AND NICHOLS, INC.



Erin Flanagan, PE, BCEE
Principal / Vice President

Printed Name & Title

01/08/2024

Date

Town of Little Elm Dewatering and Clarifier Improvements - Construction Inspection Services 10/26/2023 Detailed Cost Breakdown				Project Fee Summary			
				Basic Services	\$	-	
				Special Services	\$	97,300	
				Total Project	\$	97,300	

Tasks					Labor						
Phase	Task	Activity	Basic or Special	Task Description	Corey Anderson					Total Hours	Total Labor Effort
					Constr Inspector						
					\$209						
			Special	Resident Project Representation Services							\$ -
			Special	On-Site Services (20 hrs/week x 22 weeks)	440					440	\$ 95,570
											\$ -
											\$ -
											\$ -
Total Hours / Quantity					440	-	-	-	-	440	
Total Effort					\$ 95,570	\$ -	\$ -	\$ -	\$ -		\$ 95,570

Tasks					Expenses						
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Other	Total Expense Effort
			Special	Resident Project Representation Services							\$ -
			Special	On-Site Services (20 hrs/week x 22 weeks)		2,642					\$ 1,731
											\$ -
											\$ -
											\$ -
Total Hours / Quantity					-	2,642	-	-	-	-	
Total Effort					\$ -	\$ 1,731	\$ -	\$ -	\$ -	\$ -	\$ 1,731