

EXHIBIT B - WORK ORDER

MAPS # 2023-0606

MAPS DATE: _____

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the Town of Little Elm, Texas ("Owner"), and **Freese and Nichols, Inc.** ("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 # _____ Project Name: WWTP Process and Operations Evaluation

OWNER PROVIDED INFORMATION:

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|---|---|
| Work Site: | |
| Work to be Performed: | |
| Drawings/Plans are/are not attached: | |
| Specifications are/are not attached: | |
| Date and Time to Commence: | |
| Date and Time to Complete: | |
| Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner: | |
| Billing Period: | Monthly-Through the end of each month, billed by the 10th of the following month. |
| Invoice Mailing Instructions: | Mail to: Town of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: accounts.payable@littleelm.org Include work order number, PO number, billing period, and project name, |
| Other Requirements or Variance from MSA (if any): | |

CONSULTANT PROVIDED INFORMATION:

Compensation: Consultant will provide Professional Services as outlined in the scope of work on a lump sum basis with an estimate to complete the work as follows:

Total Basic Services: \$277,471
Total Special Services: \$26,095
Total Project: \$303,565

Scope of Work:

PROJECT UNDERSTANDING AND ASSUMPTIONS:

The Town of Little Elm (Town) Wastewater Treatment Plant (WWTP) has an annual average daily flow (AADF) of 4.0 million gallons per day (MGD) and a two-hour peak flow of 16.0 MGD based on Texas Pollutant Discharge Elimination System (TPDES) permit issued for the WWTP. The plant has been experiencing issues meeting the TPDES permit requirements on an intermittent basis since significant equipment failures occurred following Winter Storm Uri in February 2021. The Town has been documenting any discharge permit violations and their efforts to resolve the underlying causes of these violations with the Texas Commission on Environmental Quality (TCEQ).

The Town is committed to performing a process and operations evaluation across all of the WWTP's unit processes. The goal of this study is to provide recommendations for more efficient process management, treatment, and associated improvements for continued permit compliance. Freese and Nichols, Inc. (FNI) will evaluate improvement alternatives to accommodate the Town's goal. The initial phase of the project will include the following scope elements:

- Analyze the last 5 years of plant influent and effluent data and flows and develop flow and load projections for major permit parameters including influent flow rate and loadings for Biochemical Oxygen Demand (BOD₅), Total Suspended Solids (TSS), ammonia/ammonium (NH₃/NH₄) and total phosphorus (P). The intent of these projections is to develop an updated design basis for any existing facility improvements that will be needed.
- Conduct a **Risk Based Condition Assessment (RBA) and Criticality Assessment** of the major liquids and solids treatment processes in the plant and develop a matrix of priority improvement needs from the RBA.
- Develop a desktop **Hydraulic Evaluation** of the main liquids and solids treatment process flows to validate the plant hydraulics, identify hydraulic bottlenecks, and propose improvements.
- Prepare a desktop **Capacity Assessment** of the plant using the most current TCEQ Chapter 217 regulations for wastewater treatment plant design.
- Evaluate potential changes in permit flow and discharge limits.
- Evaluate alternatives for resiliency improvements associated with the RBA.
- Evaluate process and instrumentation improvements to provide more efficient plant process management and early problem identification.
- Evaluate phasing and scheduling of process and operations improvements and identify requirements for maintenance of plant operations during these various phases of improvements.
- Prepare an update to the Owner's WWTP **Plant Operations and Maintenance (O&M) Manual** to reflect the current operations of the plant.
- Develop a proposed **Capital Improvements Program** and OPCC's associated with the **recommended plant improvements** based on the identified RBA priorities.

ARTICLE I - BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services for the development of the Project:

A. Project Management:

1. Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the Project, and invoicing for the scope items identified below. Documentation shall be in accordance with Owner requirements for the Project. These duties include maintaining regular communication with the Owner to help meet the needs of the Owner in a timely manner and executing work per the work plan, budget, and schedule.
2. Conduct a kickoff meeting to review scope, schedule, and budget; to determine any special conditions that may affect the Project; to discuss administrative requirements of Owner; and to review Project criteria and the Owner's goals and expectations for the Project.
3. Manage efforts of internal design team on the Project and perform Quality Control reviews of all deliverables. Quality Control reviews will include use of FNI's Disciplinary QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to Owner comments on all submittals.
4. Prepare monthly project reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare and submit monthly invoices.
5. Include the following deliverables:
 - a. Agendas and minutes for all meetings
 - b. Monthly project reporting
 - c. Monthly invoices
6. Opinions of probable construction cost (OPCC) will be developed as part of this Project, as described in the tasks below.
 - a. FNI has adopted the Association for the Advancement of Cost Engineers (AACE, now AACE International) definitions for opinions of probable construction cost for treatment plant projects. AACE International defines five classes of cost estimates for a project in their Recommended Practice No. 18R 97. The classifications are widely accepted guidelines within the engineering/architecture community for defining levels of project maturity and the expected range of accuracy for associated project cost opinions. The classifications range from Class 5 to Class 1 for the lowest to the highest levels of the project definition. The purpose of these classifications is to improve communication among the project stakeholders involved with preparing, evaluating, and using cost opinions. FNI design services typically fall within Class 5 to Class 3 estimates. Classes 2 and 1 are reserved for bid phase and construction phase pricing coordination by a Contractor. The classification definitions are summarized in the table below.

| Estimate Class | Level of Project Definition | End-Use | Expected Accuracy Range |
|----------------|-----------------------------|---------------------------------|--|
| Class 5 | 0% to 2% | Screening or feasibility | Low: -20% to -50% High: +30% to +100% |
| Class 4 | 1% to 15% | Concept Study or Feasibility | Low: -15% to -30% High: +20% to +50% |
| Class 3 | 10% to 40% | Budget Authorization or Control | Low: -10% to -20% High: +10% to +30% |
| Class 2 | 30% to 75% | Control or Bid/Tender | Low: -5% to -15% High: +5% to +20% |
| Class 1 | 65% to 100% | Check Estimate or Bid/Tender | Low: -3% to -10% High: +3% to +15% |

- b. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, the Owner recognizes that FNI has no control over any of the following: the cost or price of labor and materials from Contractors and suppliers; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other market, economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Owner recognizes that FNI makes no warranty or guarantee that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI's opinions, analyses, projections, or estimates.

B. WWTP Process and Operations Evaluation:

1. Meet with Owner to review the scope of services, verify Owner's requirements for the Project, and review and update available data during the aforementioned kickoff meeting.
2. Meetings and Site Visits
 - a. Conduct progress meetings, up to a maximum of 6 virtual meetings.
 - b. Conduct up to 5 site visits by the engineering team to the WWTP, for field evaluation, risk-based condition assessments, and coordination of needs for completion of the Project.
 - c. Conduct workshops and meetings with the Owner:
 - i. Conduct 1 workshop to review results of data analysis, flow projections and load projections for the treatment plant. During the same workshop, develop the risk-based condition assessment criteria for the treatment plant.
 - ii. Conduct 1 workshop(s) with the Owner to review the results of the risk-based condition assessment and recommendations for improvements/equipment replacement.
 - iii. Conduct 1 workshop with the Owner to review the results of the Hydraulic Evaluation and FNI's recommendations for improvements. During the same workshop, review the results of the Regulatory Compliance and Process Capacity Evaluation and FNI's findings.
 - iv. Conduct 1 Alternatives Evaluation workshop, presenting results of facility assessment and alternatives evaluation and a recommended final alternatives with costs for the Town's capital improvements program.
3. Advise Owner as to the necessity of Owner's providing or obtaining data or services from others and assist Owner regarding any such services.
4. Data Collection and Review: Owner shall provide available plant operations data, flow data, and population and growth projections, and other data listed below.
 - a. The historical data listed below is requested for the previous five years:

- i. Influent Water Quality
 - ii. Effluent Water Quality:
 - iii. Influent Flow Measurements:
 - iv. Effluent Flow Measurements:
 - b. The following information is requested to develop a comprehensive understanding of the system:
 - i. List of Significant Industrial Users (SIUs).
 - ii. Copies of Monthly Operating Reports (MORs) containing daily operational information for the designated period.
 - iii. Previous regulatory inspection reports of the treatment plant for the designated period.
 - iv. Growth and Wastewater Flow Projections: Owner shall provide growth and flow projections for FNI's use based on their most recent Water and Wastewater Impact Fee update. Growth and resultant flow and load projections developed by FNI shall be limited to a 20-year projection using per-capita flows and reasonable assumptions for growth and loading trends based on statistical analysis of the available data.
 - v. Copies of record drawings, plant O&M manual, equipment shop drawings and O&M manuals, maintenance records, scheduled maintenance and frequency of maintenance plans.
 - c. Analyze historical influent data to develop influent basis of design concentrations and load peaking factors.
 - d. Provide a summary and recommendation for the Town to accommodate or transfer future flows to another publicly owned treatment work (POTW) based on the flow and load projections being developed by FNI on an ongoing project with the Owner.
 - e. Analyze historical effluent data and previous regulatory inspection reports to document compliance with NPDES discharge limitations.
 - f. Analyze historical operational data to document normal operational strategies and identify potential areas for process improvements.
 - g. Review existing WWTP sampling procedures and shadow plant staff operators to identify potential areas of improvement. Shadowing plant operator's sampling will occur during a previously defined site visit.
 - h. Conduct 1 workshop with the Owner to present the results of the data analysis, flow and load projections, and potential areas of process and sampling improvements. The criteria for the risk-based condition and criticality assessment will be performed in this workshop as described in the tasks below.
5. Existing Plant Risk-Based Condition and Criticality Assessment
- a. Perform a limited risk-based condition assessment of the plant to identify reliable unit processes and equipment that may be maintained in good operating condition versus unit processes and equipment that will require immediate or near-term rehabilitation or replacement.
 - b. Condition Scoring Criteria:
 - i. The condition assessment will be limited to the liquids and residuals (liquid and solid) treatment process equipment and units that treat the main liquid and residuals process flows.
 - ii. This evaluation will include a general condition assessment of the mechanical, structural, electrical, and instrumentation aspects of the main process equipment, pumps and blowers, valves 6 inches and greater associated with process control, gates 1 foot and larger associated with main plant processes, and electrical gear that supports that equipment. This assessment will not include peripheral items such as building heating, ventilation, and air conditioning (HVAC and unit heaters), roofing, building space utilization, sump pumps, SCADA connectivity, or other such items. This assessment does not include evaluations of plant primary power or power distribution to the unit process equipment. A detailed structural assessment beyond visual inspection of structures is not included in this assessment.
 - c. Criticality Scoring Criteria:
 - i. In coordination with the Owner, develop criticality scoring criteria to assign for each process area and major treatment equipment based on parameters such as plant capacity affected; process impacted due to outage; outage duration; system redundancy, and health, safety, and environmental impact due to loss of service.

- d. Conduct Risk-Based Condition/Criticality Assessment
 - i. Jointly with the Owner's Operations and Maintenance Staff, conduct 1 single-day site visit(s) to the plant to perform the limited condition assessment.
 - ii. Utilize the previously established condition and criticality assessment scoring criteria to develop risk ratings and to prioritize improvement projects.
 - iii. Data collection for the condition and criticality assessments will include any information provided by the Owner and through visual observations without entering any permitted spaces or similar inaccessible spaces. No materials testing or physical testing of any structure, piping, valves, or equipment is included.
 - iv. For each asset of concern, include (where appropriate) date of installation, type of equipment, manufacturer, rated capacity, diameter, actuator type, motor size, materials of construction, intended service, appropriate photos and information on maintenance histories and failures (if known).
 - v. The joint Owner/FNI team will assign condition and critical scores for each process based on observations during the visit.
 - e. Identify and inventory specific equipment or processes that may be suitable for salvage or repurposing for future use.
 - f. Review recommended spare parts from the provided O&M manuals to the plant's existing inventory. Provide a recommendation of spare parts to have onsite.
 - g. Review maintenance records, scheduled maintenance and frequency of maintenance plans. Provide a recommendation for equipment service contracts to support the Town's maintenance capabilities and time restrictions.
 - h. Based on the final risk-based scoring assessment, identify priority rehabilitation needs required for immediate replacement or for near-term compliance. Develop proposed phasing of rehabilitation improvements, outline of potential schedules for rehabilitation projects, and Opinions of Probable Construction Costs (Class 4) for replacement of aging or damaged facilities.
 - i. Conduct 1 workshop(s) with the Owner to review the results of the risk-based condition assessment and recommendations for improvements/equipment replacement.
6. Plant Hydraulic Evaluation:
- a. Evaluate identified hydraulic bottlenecks. The evaluation will utilize FNI's standard Excel-based model and/or *Visual Hydraulics*TM modeling software by Innovative Hydraulics.
 - b. Owner shall provide available flow metering, water surface elevations and detailed record drawings of existing facilities for purposes of hydraulic evaluation.
 - c. Conduct Computational Fluid Dynamic (CFD) modeling of selected bottleneck areas. CFD modeling shall be performed using Flow 3D software. CFD modeling shall be limited to the following hydraulic process locations: Headworks to Aeration Basin Flow Split
 - i. Simulations to be performed at the average and peak flow rates of the plant.
 - ii. Results of the baseline simulation will be utilized to provide modeling to evaluate **3** modifications alternatives to achieve a more equal flow split to each aeration basin
 - d. Conduct desktop pump station capacity assessment and evaluate consideration for variable frequency drives (VFDs) for the following pump stations: (Influent Lift Station). Owner will provide pump curves for installed pumps.
 - e. Evaluate and develop recommended hydraulic improvements to resolve selected hydraulic bottlenecks and provide additional capacity as identified.
 - f. Conduct 1 workshop(s) with the Owner to review the results of the Hydraulic Evaluation and FNI's recommendations for improvements.
7. Regulatory Compliance and Process Capacity Evaluation:
- a. Perform a desktop capacity assessment of major treatment processes for compliance with Texas Commission on Environmental Quality (TCEQ) Chapter 217 – Design Criteria for Domestic Wastewater Systems. The following processes will be included in the assessment:
 - i. Liquids: Influent Lift Station, Aeration Basins, Final Clarifiers, and Filters.

- ii. Residuals: RAS/WAS Transfer Pumps, Gravity Sludge Thickener, and Aerobic Digesters.
 - b. Develop a whole-plant process model of the existing treatment plant under varying flow and load conditions for use in alternative evaluation, design optimization, process performance analysis, and design criteria development.
 - i. Provide for seasonal-based calibration of the process model based on available data.
 - ii. Provide required sampling plans to Owner for any additional data needed for the seasonal calibration of the process model. Owner shall provide for appropriate sample collection and laboratory fees for development of additional sampling campaigns needed for process model calibration. Additional sampling and laboratory fees are not included in this proposal
 - c. Define and establish the estimated “Functional Capacity” of the existing plant based on current and projected loading conditions and explain differences between permitted capacity, if any. Clarify with Owner the differences between the “Permitted Capacity” of the facility and the “Functional Capacity” of the facility based on evaluation results.
 - d. Identify any potential variances needed from the design or quality criteria and coordinate with Owner for pursuing variance approvals from TCEQ.
 - e. The Owner has previously identified the existing backup diesel generator cannot power all equipment at certain plant loadings. FNI will review the equipment desired by the Owner to be powered by the backup diesel generator and provide a revised generator size.
 - f. Conduct 1 workshop(s) with the Owner to review the results of the Regulatory Compliance and Process Capacity Evaluation and FNI’s findings. This workshop shall be done in conjunction with the Plant Hydraulic Evaluation review.
8. Plant Operation and Maintenance Manual Update:
- a. Develop an update to the Owner’s existing WWTP plant operations and maintenance manual to reflect the current operations and equipment of the plant. It is anticipated that the O&M manual will need to be updated for the improvements implemented with the last expansion. The O&M manual shall be consistent with current TCEQ regulatory requirements.
 - b. Process existing hard-copy manual into an editable electronic file for reproduction.
 - c. Conduct 1 site visit to document unit operations and electrical equipment.
 - d. Conduct 3 meetings (virtual) to discuss the City’s current operating strategy for each equipment currently in service.
 - e. Provide 1 electronic copy in PDF format for Owner review. Incorporate Owner comments and provide 1 electronic copy of the updated Plant O&M Manual.
9. Alternatives Evaluation Final Report:
- a. Conduct an analysis of existing hydraulic and process capacities against the flow and load projections to identify the timing and relative capacity deficit for each unit process.
 - b. Evaluate results of the **Data Collection and Review Evaluation, Risk-Based Condition and Criticality Assessment, Plant Hydraulic Evaluation, and Regulatory Compliance and Process Evaluation** above and develop alternative solutions for plant improvements and/or expansions required to meet Project goals.
 - c. Identify and recommend process alternatives and alternative treatment equipment needed to meet Project goals.
 - d. Develop initial Maintenance of Plant Operations plan for recommended improvements and expansion alternatives.
 - e. Develop Opinions of Probable Construction Costs (Class 4) for identified alternatives.
 - f. Conduct 1 Alternatives Evaluation Workshop(s) with Owner, presenting results of the alternative evaluation and agreeing on a Recommended Final Preliminary Design Alternative and final process equipment selections.
 - g. Deliverables:
 - i. **Final Report** documenting the calculations, evaluations, and alternative analysis. The report will clearly identify the selected process and operations improvements and recommendations. This will include a summary of the Data Collection and Review Evaluation, Risk-Based Condition and

Criticality Assessment, Plant Hydraulic Evaluation, and Regulatory Compliance and Process Evaluation. Provide 1 electronic copy in PDF format for Owner review. Incorporate Owner comments and provide 1 electronic copy of the Final Report.

ARTICLE II - SPECIAL SERVICES: FNI shall render the following Special Services for the development of the Project:

- A. Treatment Sampling Analysis:
 - 1. Treatment Process Laboratory Special Services:
 - a. Chemical phosphorus (P) removal jar tests. FNI will conduct bench-scale jar testing of chemical phosphorus removal with aluminum sulfate (alum), polyaluminum chloride, aluminum chlorohydrate, sodium aluminate at different dosing regimens.
- B. CFD Modeling for Aeration Basins
 - 1. CFD Modeling Special Services
 - a. Conduct CFD modeling of selected bottleneck areas. CFD modeling shall be performed using Flow 3-D. CFD modeling shall be limited to the following hydraulic process locations: Aeration Basins to Final Clarifiers.
 - b. Simulations to be performed at the average and peak flow rates of the plant.
 - c. A baseline simulation will be conducted initially to understand the existing issues with the current geometry. Results of the baseline simulations will be utilized to evaluate 3 flow mixing baffle geometries to improve flow mixing inside the existing aeration basins.

ARTICLE III - ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above-described Basic or Special 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, models, and mock-ups requested by the Owner.
- F. Revising drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any work damaged by fire or other cause during the construction and providing services as may be required regarding the replacement of such work.
- H. 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.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Providing shop, mill, field or laboratory inspection of materials and equipment.
- K. Observing factory tests of equipment at any site remote to the Project or observing tests required as a result of equipment failing the initial test.
- L. Conducting pilot plant studies or tests.
- M. 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.
- N. Furnishing Special Inspections required under the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they

are in addition to General Representation and Resident Representation services noted elsewhere in the contract.

- O. 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).
- P. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Q. 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.
- R. 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.
- S. Performing investigations, studies, and analyses of work proposed by construction Contractors to correct defective work.
- T. Design, contract modifications, studies or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- U. Services required to resolve bid protests or to rebid the Projects for any reason.
- V. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- W. Any services required because of default of the Contractor(s) or the failure, for any reason, of the Contractor(s) to complete the work within the contract time.
- X. Providing services after the completion of the construction phase not specifically listed in Basic Services.
- Y. Providing Basic or Additional Services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- Z. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- AA. Providing services to review or evaluate construction Contractor's claim(s), provided said claims are supported by causes not within the control of FNI.
- BB. Providing value engineering studies or reviews of cost savings proposed by Construction Contractors after bids have been submitted.
- CC. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this Professional Services Agreement.
- DD. Provide follow-up professional services during Contractor's warranty period.
- EE. Providing data, reports or briefings to City Councils or governing boards on the status of the Project.
- FF. Designing additional facilities beyond those identified in Basic Services.
- GG. The scope of services for this Project assumes that the NPDES applications will be processed as uncontested, routine NPDES permit applications that would not require additional effort beyond that defined in Basic Services. Effort associated with any contested NPDES permits is an Additional Service.
- HH. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the Project.
- II. Providing services for pre-qualification of prospective bidders and issuing a list of eligible bidders prior to bid opening.

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

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| <u>Phase 1 – WWTP Process and Operations Evaluation</u> | <u>8 months from NTP</u> |
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If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in Owner or regulatory

reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

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

- A. Owner recognizes and expects that certain Change Orders may be required. FNI recommends that the Owner budget a minimum of 5% of the estimated project cost for construction change orders.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by FNI or in the other professional services performed or furnished by FNI under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against FNI on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of FNI for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- Any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of FNI related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term FNI includes FNI's officers, directors, partners, employees, agents, and FNI's Consultants.

- B. Owner will 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.
- C. Owner will 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.
- D. Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Owner will arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Owner will 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.

- G. Owner will submit such documents, plans and specifications to appropriate regulating agencies and request the required approvals as expeditiously as is reasonable.
- H. Owner will provide such accounting and independent cost estimating services as may be required for the Project, such legal services as Owner may require, such auditing services 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. Owner will give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- J. Owner will assist FNI by placing at FNI's disposal all available information including previous reports and any other data relative to the Project.
- K. Owner shall provide the NPDES application fee and submit the final application, copies, and the fee to regulatory agencies. Owner shall also provide for advertisement and notification of permit application, if required by the regulatory agencies.
- L. Owner shall bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI - DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative –

Jason Shroyer
1600 Mark Tree Lane
Little Elm, Texas 75068
972-377-5556
jshroyer@littleelm.org

Owner's Accounting Representative –

Town of Little Elm
Accounts Payable
100 W. Eldorado Pkwy
Little Elm, TX 75068
accounts.payable@littleelm.org

FNI's Designated Representative –

Erin Flanagan
12770 Merit Dr
Suite 900
Dallas, Texas 75251
214-217-2261
ecf@freese.com

FNI's Accounting Representative –

Lisa Broussard
12770 Merit Dr
Suite 900
Dallas, Texas 75251
972-331-6021
lisa.broussard@freese.com

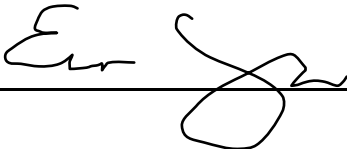
ACCEPTANCE:

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

FREESE AND NICHOLS, INC.

Matthew Mueller, Town Manager



Erin Flanagan, Principal/Vice President
Printed Name & Title

Date

05/02/2024

Date