



## **RESOLUTION NO. 2025-236**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, SUPPORTING THE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION AND FREESE AND NICHOLS, INC., RELATED TO THE ENGINEERING, INSPECTION, AND ASSET MANAGEMENT OF THE SANITARY SEWER INTERCEPTOR AND MANHOLES FOR THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION IN AN AMOUNT NOT TO EXCEED \$308,250.00 FROM THE CITY OF FARMERS BRANCH, TEXAS; AUTHORIZING APPROPRIATE ACTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the North Dallas County Water Supply Corporation (the “Corporation”), a Texas non-profit corporation, was established in 1991 with the approval of the City Council of the City of Farmers Branch, Texas, and the City Council of the Town of Addison, Texas (herein together as the “Cities”); and

**WHEREAS**, the purpose of the Corporation, as set forth in Article Four of its Articles of Incorporation, is to furnish and provide sewer services to the Cities as may be expressly approved by concurrent resolution adopted by the governing bodies of the Cities; and

**WHEREAS**, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to support an agreement between the Corporation and Freese and Nichols, Inc., for program management, pre- and post-inspection engineering, and report development relating to the inspection of approximately 40,000 linear feet of gravity pipeline and 100 manholes in accordance with the scope of services, a copy of which is attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:**

**SECTION 1.** The City Council hereby recommends supporting the scope of services for a Professional Services Agreement between the Corporation and Freese and Nichols, Inc., for professional services in an amount not to exceed \$308,250.00 from the City of Farmers Branch, Texas, a copy of which is attached to this Resolution as **Exhibit A**.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS  
BRANCH, TEXAS, THIS 16th DAY OF DECEMBER, 2025.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Erin Flores, City Secretary

\_\_\_\_\_  
Terry Lynne, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Berman, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**  
**NORTH DALLAS COUNTY WATER SUPPLY CORPORATION MULTI-SENSOR INSPECTION**  
**CONDITION ASSESSMENT**

This Professional Services Agreement ("Agreement") is made by and between the North Dallas County Water Supply Corporation ("City"), and **Freese and Nichols, Inc.** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

**RECITALS**

**WHEREAS**, City desires to engage Professional to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

**WHEREAS**, Professional has expressed a willingness to perform said services in conformance with this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.      Scope of Services**

Upon written notice to proceed by City, Professional agrees to provide to City North Dallas County Water Supply Corporation Multi-Sensor Inspection Condition Assessment ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

**Section 2.      Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

**Section 3.      Professional's Obligations**

**Performance of Services.** Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

**Site Access.** City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

**Standard of Care.** Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

**Additional Services.** Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibit A**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

**No Waiver of City's Rights.** Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

**Independent Contractor.** It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

**Inspection of Records.** Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

**Certification of No Conflicts.** Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

Hazardous Materials. Professional shall report the presence and location of any hazardous materials it notices or which an professional of similar skill and experience should have noticed to the City.

#### **Section 4. Performance Schedule**

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

#### **Section 5. Documents**

Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional") for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional.

Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked “Confidential” or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional’s performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party’s right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

## **Section 6. Payment**

Compensation. Professional’s compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed SIX HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS (\$685,000.00).

Funding for Compensation. Town of Addison (“Addison”) and Town of Farmers Branch (“Farmers”), as joint owners of City, have agreed to fund this project with Addison contributing fifty-five percent (55%) of the total compensation price, equating to THREE HUNDRED AND SEVENTY-SIX THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$376,750.00); and Farmers contributing forty-five percent (45%), equating to THREE HUNDRED AND EIGHT THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$308,250).

Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City’s receipt and acceptance of an approved invoice. Notwithstanding the



foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

## **Section 7. Default; Force Majeure**

**Default; Notice to Cure.** A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30<sup>th</sup>) day following the non-breaching party's notice of default.

**Default by Professional.** In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or

City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

**Force Majeure.** To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as

the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

## **Section 8. Termination; Suspension**

**Termination Upon Default.** Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

**Termination by City.** City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(a) **Termination Following Request for Modification.** Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

**Suspension.** City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

## **Section 9. Insurance**

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

## **Section 10. Indemnification; Notice.**

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY



REFERRED TO IN THIS SECTION AS “CITY INDEMNITEES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional’s acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional’s sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation without relieving Professional of any of its obligations hereunder. Professional’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

#### **Section 11.     Notice.**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient’s last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

#### **Section 12.     Verifications by Professional**

Professional’s execution of this Agreement shall serve as its formal acknowledgement and written verification that:

if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

### **Section 13. Miscellaneous**

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Professional:

North Dallas County Water Supply Corporation      Freese And Nichols, Inc.

By:

Ashley Shroyer  
President

By:

Mazen Kawasmi, PE  
Principal / Vice President

Date: \_\_\_\_\_

Date: Mazen H. Kawasmi

Notice Address:

Notice Address:

North Dallas County Water Supply Corporation  
Attn: President  
P.O. Box 9010  
Town of Addison, Texas 75001  
E: ashroyer@addisontx.gov

Freese and Nichols, Inc.  
Attn: Mazen Kawasmi, PE, Principal / Vice  
President  
801 Cherry Street Suite 2800  
Fort Worth, Texas 76102  
E: mazen.kawasmi@freese.com

Addison Contract ID:  
PSA\_STW\_November 3, 2025\_v1.20220427

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

(attached)

**Attachment A**  
**North Dallas County Water Supply Corporation**  
**Multi-Sensor Inspection Condition Assessment**  
**Scope of Services (9/5/2025)**

**Project Understanding**

Freese and Nichols, Inc. (FNI) understands that the North Dallas County Water Supply Corporation (Client) is interested in assistance related to the inspection and asset management of the sanitary sewer interceptor and manholes. The following project scope includes program management, pre- and post-inspection engineering, report development, and meeting attendance relating to the inspection of approximately 40,000 linear feet (LF) of gravity pipeline and 100 manholes.

**Task A: Pre-Inspection Engineering, Interceptor & Manhole Inspection, and Program Management**

- A.1 **Inspection Kickoff Meeting with the Client and Contractor:** FNI will conduct an in-person kick-off meeting with the Client and Contractors to discuss project goals, scope, schedule, and milestones.
- A.2 **Pre-Inspection Research:** FNI will review the as-builts and other data provided by the Client (or other sources) for each pipeline to determine the best available estimate of original pipe wall material and thickness for each pipe segment.
- A.3 **Conduct Regular Sync Meetings with the Client and Contractor:** Once inspections have commenced, FNI will conduct virtual monthly sync conference call meetings from November through the month of January and then biweekly sync meetings through September for up to 20 meetings.
- A.4 **Create Web Map, Track Field Work Progress and Maintain Action Log:** FNI will create the web map for interceptors and manholes for use in fieldwork. FNI will confirm that the Contractor has completed an initial review of the inspection data to determine the quality and completeness of inspections using QC procedures established in bid documents. FNI will create and maintain a spreadsheet and ArcGIS web map in SharePoint for each segment to track progress for inspections, cleaning, and post-processing. FNI will coordinate with the Contractors to keep it updated. FNI will provide two hard copies of map books to the Client and two hard copies of map books to the Contractor.
- A.5 **Coordinate GIS Updates with the Client and Contractor:** FNI will review potential GIS changes from the Contractor and provide additional information as needed to the Client. FNI will update the GIS to match field conditions and observations for the inspections. The new assets or asset changes will be assigned a unique ID by the Client, and corrections to the GIS will be made by FNI staff.

- A.6 **Review Pay Requests:** FNI will review pay requests from each Contractor by comparing actual work approved to work invoiced and recommend either payment to the Contractor or follow-up work by the Contractor to complete the work.
- A.7 **Develop Remaining Useful Life (RUL) Matrix:** FNI will develop a remaining useful life categorization for each pipe wall specification identified for the pre-inspection research. The RUL matrix will be utilized to determine the remaining life of each pipe segment based on the amount of pipe wall loss. FNI will develop a RUL matrix for non-concrete pipe, based on deflection, ovality, and defects identified during inspection.
- A.8 **Workshop to Review RUL Matrix:** FNI will meet with the Client in person to present the draft RUL matrix and obtain input from staff.

## **Task B: Post-Inspection Engineering**

- B.1 **Post-Inspection Analysis of Gravity Lines:** Conduct full engineering analysis of CCTV, sonar, and laser profiling inspection data for gravity lines, including interpretation of laser profile results, to determine the completeness of inspections and to assess the structural condition of the pipeline segment. Review sonar data to determine where cleaning is required and identify by line segment in GIS. Review the PACP coding for gravity lines and provide comments spreadsheet to the contractor of required corrections. FNI will review the PACP/MACP and MSI databases for completeness (city name, interceptor name, manhole ID, pipe ID, etc.) and provide QC comments to the contractor.
- B.2 **Evaluation of Manhole Inspection Data:** Conduct a review of manhole inspection data including interpretation of scan of each manhole. The task assumes data is provided by the contractor in NASSCO MACP format. FNI will provide a comments spreadsheet to the contractor to track the required corrections to the data. Utilize inspection results to determine the completeness of inspections, assess the structural condition of the manhole, locations of I/I, and determine recommendations on rehabilitation or replacement.
- B.3 **Coordinate with Client and Contractor on Required Pipe Cleaning:** FNI will track the cleaning approval log and progress with the cleaning Contractor, review data provided by the contractor on required cleaning prior to an inspection and provide recommendations to the Client as needed. Based on the review of the sonar data, FNI will provide recommendations to the Client on pipe cleaning, including quantities and project limits. FNI will review the post-cleaning sonar inspection for adequacy and provide a recommendation to the Client for inspection as necessary.
- B.4 **Determine Remaining Useful Life Score:** FNI will utilize the inspection results and an RUL matrix to develop remaining useful life (RUL) estimates for each pipeline segment. FNI will develop GIS mapping symbolizing the RUL of each pipe segment and manhole condition by category (cover condition issues, missing lids, etc.). Pipe segments and manholes at risk of immediate failure will be



brought to the Client's attention for emergency repairs. FNI will populate RUL scores in the MSI database provided by the contractor.

- B.5 **Develop Renewal Recommendations:** FNI will develop renewal recommendations based on the RUL of each pipe segment and manhole inspection results. Renewal recommendations include point repair, trenchless repairs, or direct replacement. Recommendations will be compared against short-term capacity improvements and planned CIP projects. FNI will evaluate if potential changes are needed to O&M procedures based on the inspection findings. FNI will coordinate with the Client to develop the appropriate recommendation for conflicting pipe segments. FNI will develop GIS mapping of the renewal recommendation of each pipe segment.

### **Task C: Inspection Report and Executive Briefing**

- C.1 **Prepare and Submit Draft Inspection Report:** FNI will prepare and submit two (2) hard copies and one (1) electronic copy of the draft inspection report to the Client with appendices included on a hard drive. The inspection report will document the methodologies utilized in the inspection process, the determination of each pipe segment's estimated RUL and manhole condition, pipe segments cleaned, and the process utilized to identify them. The report will also include the final renewal recommendations prioritized by condition and provide recommendations on potential changes to O&M procedures. The report will include the gravity main and manhole inspections. The draft inspection data and report will be delivered on a hard drive.
- C.2 **Draft Inspection Report Review Meeting:** FNI will conduct a meeting with the Client in person to review the draft inspection report. Comments from the Client will be utilized to finalize the report.
- C.3 **Finalize and Submit Inspection Report:** FNI will finalize the inspection report based on feedback from the Client during the review meeting and provide two (2) hard copies of the final report, along with a PDF and a USB with the appendices. The final inspection report will include GIS mapping of the final renewal recommendations prioritized by condition for the entire inspection program to date. The final inspection data and report will be delivered on a hard drive.
- C.4 **Renewal Recommendations and Executive Briefing Workshop:** FNI will conduct a workshop in person for a final executive summary briefing on the findings and highlights of the benefits achieved. This will include the inspection findings and any renewal and O&M recommendations.

### **Special Services**

- S.1 **Initiate Emergency Repairs:** FNI will develop specifications to replace or repair pipe segments or manholes identified to be at risk of immediate failure.

### Deliverables

- Pre-inspection data, map books, and web map
- Draft and final inspection data and report

### Workshops and Major Meetings

- Kickoff Meeting
- Up to 20 sync meetings
- RUL Matrix Review Workshop
- Draft Inspection Report Review Meeting
- Renewal Recommendations Workshop and Executive Briefing

### Schedule

FNI anticipates completing this project within 12 months from notice to proceed.

### Fee

Task	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total	Addison (55%)	Farmers Branch (45%)
A - Pre-Inspection Engineering, Interceptor & Manhole Inspection, and Program Management	\$87,227	\$5,669	\$422,204	\$515,100	\$283,305	\$231,795
B - Post-Inspection Engineering	\$76,284	\$4,566	\$19,550	\$100,400	\$55,220	\$45,180
C - Inspection Report and Executive Briefing	\$55,535	\$3,965	--	\$59,500	\$32,725	\$26,775
<b>Basic Services Total (Lump Sum)</b>	<b>\$219,046</b>	<b>\$14,200</b>	<b>\$441,754</b>	<b>\$675,000</b>	<b>\$371,250</b>	<b>\$303,750</b>
Special Services- Initiate Emergency Repairs (Not to Exceed)	\$9,274	\$726	--	\$10,000	\$5,500	\$4,500
<b>Total</b>	<b>\$228,320</b>	<b>\$14,926</b>	<b>\$441,754</b>	<b>\$685,000</b>	<b>\$376,750</b>	<b>\$308,250</b>