

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
2024-068
DESIGN OF LIFT STATION NO. 11 (WW22D)
EXPANSION TO 2.4 MGD

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”) by and between the CITY OF FULSHEAR, TEXAS (the “City”), a Texas municipality, and ARDURRA GROUP, INC. (the “Professional Service Provider”). Collectively, the City and the Professional Service Provider may be referred to as the “Parties.”

WHEREAS, the City wishes to obtain professional engineering services in relation to the design of the Lift Station 11 Expansion as described in the attached and incorporated Exhibit A (the “Project”), and the City wishes to retain the services of the Professional Service Provider in connection with that Project; and

WHEREAS, the Professional Service Provider is a company authorized to do business in Texas and is qualified to perform the professional engineering services the City wishes the Professional Service Provider to perform; and

WHEREAS, the Professional Service Provider desires to render such professional engineering services for the City upon the terms, covenants, and conditions provided herein.

NOW, THEREFORE, for and in consideration of the services, payments, and other valuable consideration contained herein, the Parties agree to the following terms, covenants, and conditions:

SECTION 1. Performance by the Professional Service Provider.

The Professional Service Provider is being retained to provide professional engineering services in relation to the design of the expansion and capacity upgrades to Lift Station No. 11 (WW22D). The scope of this project generally includes a new 2.4 MGD submersible lift station on the same site, as well as approximately 2,800 linear feet of 12-inch gravity sewer.

The City has made this selection based on the Professional Service Provider’s demonstrated competence and requisite qualifications to perform the scope of work described herein. The Professional Service Provider represents that the services being provided through this Agreement are the practice of engineering and are professional services from a discipline requiring special knowledge or attainment and a high order of learning, skill, and intelligence.

The City agrees to and hereby does retain the Professional Service Provider as an independent contractor. At the City’s sole discretion, the City shall be entitled to engage the Professional Service Provider to provide these professional engineering services, in accordance with the terms and conditions of this Agreement, as those professional services relate to the Project.

The Professional Service Provider agrees to perform such Services in accordance with the terms, covenants, and conditions of this Agreement.

SECTION 2. Contract Documents.

As used in this document, unless the context requires otherwise, the terms “Agreement” and “Contract” shall be interchangeable (whether or not capitalized) and shall be considered to be the entire and integrated written contract between the Parties. The Contract shall mean this document (the “primary document”) and any ancillary contract documents, including all attachments, enclosures, schedules, appendices, and exhibits.

Contract Documents include the following ancillary documents:

- **Exhibit A**, Ardurra’s September 3, 2024 proposal for professional engineering Services regarding the Lift Station 11 (WW22D) Expansion to 2.4 MGD; and
- **Exhibit A-2** Ardurra’s Level of Effort Fee Estimate.

The ancillary documents are hereby attached and incorporated hereto by reference and made a part of this Agreement, subject to the terms and conditions contained in this primary document.

In the event of a conflict between any term or provision in this primary document and any term or provision in the ancillary documents, the term or provision in this primary document shall control unless the conflicting term or provision in this primary document is referenced, and expressly stated not to apply, in the ancillary document(s).

Any mutually agreed upon changes to the terms, conditions, covenants, and provisions of this Agreement shall be set forth in an amendment to this Agreement. The Professional Service Provider will not implement any changes or any new services until an amended agreement has been duly executed by the City.

Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

SECTION 3. Scope of Services.

The Professional Service Provider shall provide the following Services to the City: A written scope of work is included in **Exhibit A**. A Level of Effort Fee Estimate is included in **Exhibit A-2**. The Professional Service Provider shall perform all work and furnish all materials as described in **Exhibit A** and **Exhibit A-2**.

SECTION 4. Payment for Services.

The City agrees to pay the Professional Service Provider for Services provided in accordance with the following terms, covenants, and conditions:

- a. **Contract Sum.** The City shall compensate the Professional Service Provider for the performance of Services listed in Exhibit A and Exhibit A-2 in accordance with the Basic Services Fee Table and Hourly Wages in Exhibit A and the Level of Effort Fee Estimate included in Exhibit A-2. The total fees paid under this Agreement shall not exceed \$647,287.75.
- b. **Invoices.** The Professional Service Provider shall invoice the City monthly for Services rendered based on the percentage of Services completed as of the date of the invoice. The City will pay for those Services, in full, within thirty (30) days of receipt of a properly completed invoice by electronic payment or check. Invoices should be submitted to:

City of Fulshear

Attn: Accounting

P.O. Box 279

Fulshear, Texas 77441

Telephone: (281) 346-1796

Email: accounting@fulsheartexas.gov

If the City reasonably disputes any invoice, the City shall timely pay the undisputed portion and promptly notify the Professional Service Provider in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously.

- c. **Budget.** The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City's governing body in each fiscal year. The Parties further agree that should the City's governing body fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the City's governing body fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to the City, and the City shall then have no further obligation to the Professional Service Provider (except for the payment obligations upon termination as defined in Section 8(c) of this Agreement). When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Professional Service Provider's sole and exclusive remedy shall be to terminate this Agreement.
- d. **Eligible Costs.** Costs incurred prior to the Effective Date of this Agreement are not eligible for reimbursement. The City will only pay for Services rendered and shall not pre-pay for work that has not been performed. Further, there shall be no obligation whatsoever from the monies of the City other than from the monies designated for this Agreement.

SECTION 5. Time of Completion; Term; Termination.

- a. ***Time of Completion.*** The Professional Service Provider shall begin work upon written notice from the City and the work shall be completed as stipulated in ***Exhibit A***.
- b. ***Term.*** This Agreement will commence on the **Effective Date and shall remain in effect until completion of services** unless earlier terminated as provided herein.

SECTION 6. Representation of Professional Service Provider; Obligations of Professional Service Provider.

- a. ***Representation and Warranties of Professional Service Provider.*** Professional Service Provider represents and warrants that:
 - 1. As of the Effective Date of this Agreement, the Professional Service Provider is not a party to any oral or written contract or understanding with any third-party that is inconsistent with this Agreement or would affect the Professional Service Provider's performance under this Agreement or that will in any way limit or conflict with the Professional Service Provider's ability to fulfill the terms of this Agreement. The Professional Service Provider further represents that it will not enter into any such agreement during the Term of this Agreement;
 - 2. The Professional Service Provider will provide to the City, with each deliverable to be provided under this Agreement, a written summary sheet listing any third-party software or other intellectual property contained within the deliverable. The Professional Service Provider shall not be required to provide the City with such third-party software or intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. The Professional Service Provider represents that all work product created under this Agreement shall be original work of the Professional Service Provider or in the public domain and shall not infringe any copyright, trademark, trade secret, patent, or other intellectual property right of any third-party;
 - 3. The Professional Service Provider and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and
 - 4. The Professional Service Provider shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Professional Service Provider's obligations under this Agreement.

- b. ***Level of Care and Skill.*** Services provided by the Professional Service Provider under this Agreement shall be conducted in a manner consistent with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional practicing under the same or similar circumstances. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, or document, prepared by the Professional Service Provider.
- c. ***Work on City Premises.*** Professional Service Provider will require that its employees and agents will, whenever on City premises, comply with all reasonable instructions and directions issued by the City.
- d. ***Consultation, Reports.*** The Professional Service Provider agrees to make available the Professional Service Provider's representative, who shall be mutually agreed upon by the Professional Service Provider and the City, for periodic meetings to review the progress of all work under this Agreement. The Professional Service Provider also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Professional Service Provider and the City, as well as copies of all documents relating to the Services performed by the Professional Service Provider.
- e. ***No Israel Boycott.*** The Professional Service Provider hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- f. ***Foreign Terrorist Organizations.*** The Professional Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- g. ***Immigration.*** Professional Service Provider represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.
- h. ***Undocumented Workers.*** Professional Service Provider certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Professional Service Provider is convicted of a violation under 8 U.S.C. § 1324a(f), Professional Service Provider shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Professional Service Provider of the violation.

- i. ***Human Trafficking.*** The Professional Service Provider acknowledges that the City of Fulshear is opposed to human trafficking and that no City of Fulshear funds will be used in support of services or activities that violate human trafficking laws.
- j. ***Nondiscrimination Against Firearm and Ammunition Industries.*** Professional Service Provider verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.
- k. ***Anti-Boycott of Energy Companies.*** . Professional Service Provider verifies that it does not contract with certain foreign-owned companies in connection with critical infrastructure and will not contract with certain foreign-owned companies in connection with critical infrastructure, as those terms are defined by Chapter 2275 of the Government Code during the Term of this Agreement.
- l. ***Prohibited Access to Critical Infrastructure.*** Service Provider verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.

SECTION 7. Obligations of City.

The City agrees to make available to the Professional Service Provider, upon reasonable notice, such information, data, and documentation regarding its facilities and infrastructure as may reasonably be required by the Professional Service Provider to complete the Services.

SECTION 8. Termination of Agreement.

- a. ***Termination.*** The City, upon giving thirty (30) days' written notice to the Professional Service Provider, may terminate this Agreement for any reason, without cause, or simply for convenience. The Professional Service Provider, upon giving thirty (30) days' written notice to the City, may terminate this Agreement for cause.
- b. ***Non-appropriation of Funds.*** The Professional Service Provider's continuing performance under the Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement.
- c. ***Obligations of Professional Service Provider Upon Termination.*** Upon termination of this Agreement, the Professional Service Provider shall promptly return to the City all information, files, documentation, media, related material, and any other material that is owned by the City, as well as any work product in progress.
- d. ***Obligations of City Upon Termination.*** Upon termination of this Agreement, the City's sole obligation shall be the payment of any valid, outstanding invoices and any work that

has not yet been invoiced but was performed prior to the effective date of termination. The Professional Service Provider agrees to render a final invoice to the City for Services performed by the Professional Service Provider prior to termination of this Agreement within thirty (30) days after completion of the Services performed.

SECTION 9. Indemnification and Insurance.

- a. *Indemnification of City.*** To the extent allowed by law, Professional Service Provider INDEMNIFIES and HOLDS HARMLESS the City, its officers, agents, and employees against all costs and expenses, including, without limitation, attorneys' fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to persons or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act of the Professional Service Provider, the Professional Service Provider's agents, invitees, servants, and employees upon the property of the City, or arising or resulting from any intentional tort or intellectual property infringement for which the Professional Service Provider is responsible, or for any failure to pay a subcontractor or supplier relating to the performance of Services under this Agreement. Any language to the contrary notwithstanding, the covenants and agreements contained in this paragraph survive the termination of this Agreement for whatever cause.
- b. *Commercial General Liability Insurance.*** Professional Service Provider must maintain comprehensive commercial general liability insurance, covering the City and the Professional Service Provider for liability for property damage, bodily injury, personal injury, and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage and not less than \$1,000,000 per occurrence for bodily injury, personal injury, or death. This insurance must protect against liability to any employees or servants of the Professional Service Provider and to any other person or persons whose property damage, personal injury, bodily injury, or death arises out of or in connection with the performance of Services under this Agreement and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of the Professional Service Provider under the terms of this Agreement. Such policy must name the City (and any successor or assign designated by the City) as an additional insured.
- c. *Umbrella Liability.*** Professional Service Provider must maintain umbrella liability insurance, covering the City and the Professional Service Provider for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage, including loss of use thereof, and not less than \$1,000,000 per occurrence for bodily injury, personal injury, or death. This insurance must protect against liability to any employees or servants of the Professional Service Provider and to any other person or persons whose property damage, personal injury, bodily injury, or death arises out of or in connection with the performance of Services under this Agreement and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of the Professional Service Provider under the terms of

this Agreement. Such policy must name the City (and any successor or assign designated by the City) as an additional insured.

- d. ***Professional Liability.*** Professional Service Provider must maintain professional liability insurance. The insurance provided under this section must be in the amount of not less than \$1,000,000 per claim and must have an annual aggregate of not less than \$1,000,000.
- e. ***Workers Compensation and Employer's Liability.*** Professional Service Provider must maintain workers compensation insurance to protect against claims under Texas Workers Compensation laws as well as all Federal acts applicable to Professional Service Provider's operations on City property. The limit of liability for such coverage must at least meet applicable statutory requirements. Additionally, each policy must contain an endorsement waiving all rights against the City and the City's respective agents and employees. Professional Service Provider must maintain employer's liability insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of the Professional Service Provider who may bring a claim outside the scope of the Texas Worker's Compensation laws or Federal acts applicable to the Professional Service Provider's operation on City property. Each policy must contain an endorsement waiving all rights of subrogation against the City and the City's respective agents and employees.
- f. ***Waiver of Subrogation.*** The Parties agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, and employees for any injury, death, loss, or damage that may occur to persons or to City property, or any personal property of such party on City property, by reason of fire, windstorm, earthquake, flood, or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Agreement, to the extent and only to the extent of any proceeds actually received by the City or the Professional Service Provider, respectively, with respect thereto, regardless of the cause or origin, including negligence of either party hereto, its agents, officers, or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.
- g. ***Insurance Requirements.*** The phrases "Required Policy" and "Required Policies" mean each policy of insurance required to be maintained by the Professional Service Provider under the terms of this Agreement. Each Required Policy must be written by a company satisfactory to the City but, in all events, a company with an A.M. Best Company financial rating of not less than A:XII (or a similar rating by a comparable service selected by the City should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. All Required Policies may contain a deductible of not more than \$25,000. Such policies must be endorsed so as to require thirty (30) days' prior written notice to the City in the event of cancellation. Required Policies must contain cross-liability clauses, when applicable and available. The Professional Service Provider must deliver to the City a certificate of

insurance for any Required Policy no later than the Effective Date of this Agreement. The required evidence of coverage must always be deposited with the City. If the Professional Service Provider fails to do so, such failure may be treated by the City as a default by the Professional Service Provider, and the City, in addition to any other remedy under this Agreement, may purchase and maintain such Required Policy, and the Professional Service Provider must immediately reimburse the City for any premiums paid or costs incurred by the City in providing such insurance. Failure of the Professional Service Provider to reimburse the City is a default by the Professional Service Provider under this Agreement.

- h. *Indemnity for Noncompliance with Insurance Requirements.*** Professional Service Provider INDEMNIFIES and HOLDS HARMLESS the City from any loss the Professional Service Provider may suffer due to the Professional Service Provider's failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of the Professional Service Provider's failure to comply with the terms, conditions, and warranties of any Required Policy.
- i. *No Indemnification by the City.*** The Professional Service Provider and the City expressly acknowledge that the City's authority to indemnify and hold harmless any third-party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

SECTION 10. Injunctive Relief.

It is hereby understood and agreed that damages shall be an inadequate remedy in the event or a breach by the Professional Service Provider of this Agreement and that any such breach by the Professional Service Provider will cause the City great and irreparable injury and damage. Accordingly, the Professional Service Provider agrees that the City shall be entitled, without waiving any additional rights or remedies otherwise available to the City at law, in equity, or by statute, to injunctive and other equitable relief without proof of actual damages in the event of a breach or intended or threatened breach by the Professional Service Provider.

SECTION 11. Assignment and Subcontracting.

- a. *Consent Required.*** Professional Service Provider must not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.
- b. *Subcontracting.*** Any subcontract made by the Professional Service Provider with the consent of the City must incorporate, by reference, all the terms of this Agreement. Professional Service Provider will enter into written contracts with each of its subcontractors requiring such subcontractors to obtain and maintain appropriate and reasonable insurance coverage and requiring such subcontractors to comply with the terms of this Agreement, which shall be binding upon such subcontractors, as is reasonable, required, and appropriate.

- c. ***Compliance with law.*** Professional Service Provider acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with all applicable municipal, state, and federal laws, rules, and regulations.

SECTION 12. Other Provisions.

- a. ***Force Majeure.*** In the event either party is rendered unable, wholly or in part, by force majeure to carry-out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure,” as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and other incapacities of any party, whether similar or those enumerated or otherwise, which are not within the reasonable anticipation or control of the party claiming such inability, which such Party should not have avoided by the exercise of due diligence and care. If delays resulting from such causes increase the cost or time required by the Professional Service Provider to perform the Professional design services under this Agreement, the Professional Service Provider shall be entitled to a reasonable adjustment in schedule and, if applicable and upon written agreement of the Parties, compensation.
- b. ***Status as Independent Contractor.*** The City and the Professional Service Provider are contractors independent of one another and neither party’s employees will be considered the employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third-party.
- c. ***Applicable Law and Forum.*** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brought in the state or Federal courts sitting in Fort Bend County, Texas.

The Professional Service Provider understands, acknowledges, and agrees that the City, as a Texas municipality organized under the laws of the State of Texas, is bound by the laws of the State of Texas. To the extent, if any, that any provision of this Agreement is in

conflict with the laws of the State of Texas, such provision shall be void and have no force or effect.

- d. **Public Information Act.** Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Service Provider agrees that this Agreement can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Service Provider is required to make any information created or exchanged with the City pursuant to this Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

- e. **Notices.** All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by facsimile transmission, or (iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery.

IF TO CITY:

City of Fulshear
Attn: *Purchasing Coordinator*
P.O. Box 279
Fulshear, Texas 77441
Email: cleal@fulsheartexas.gov

IF TO SERVICE PROVIDER:

Ardurra Group, Inc.
Attn: Jeffery S. Peters, P.E., BCEE
3115 Allen Parkway
Suite 300
Houston, TX 77019
Email: jpeters@ardurra.com

- f. **Ownership of Documents.** The final sealed documents prepared by the Professional Service Provider shall be provided to the City, for the City’s use, in the form of a license

permitting the City's use and shall not be otherwise limited, so long as the City's use is in accordance with applicable legal requirements.

- g. *Successors and Assigns.*** The City and the Professional Service Provider each bind itself and its partners, successors, executors, administrators, and assigns to the other party of the Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all terms, covenants, and conditions of this Agreement. Neither the City nor the Professional Service Provider shall assign, sublet, or transfer its interest in this Agreement without written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and the Professional Service Provider.
- h. *Waiver.*** No waiver by the City of any breach by the Professional Service Provider of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent set forth in writing.
- i. *Entire Agreement.*** This instrument, including attached exhibits, contains the entire Agreement between the City and the Professional Service Provider, apart from any letter proposals or proposals describing the scope of services, method of compensation, and any special contractual provision that, mutually agreed upon by the Parties, shall become part of this Agreement.
- j. *Modifications.*** No modification of this Agreement shall be effective unless in writing and signed by both parties.
- k. *Severability.*** If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
- l. *Counterparts.*** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will be deemed one and the same document. A photocopy of facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants, and conditions of this Agreement.

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IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the date first set forth above.

CITY:

CITY OF FULSHEAR, TEXAS

By: _____
City Manager

PROFESSIONAL SERVICE PROVIDER:

ARDURRA GROUP, INC.

By:  _____
Name: Jeffrey S. Peters, PE
Title: Principal/Client Service Manager



September 3, 2024

Mrs. Tiffany Stodder
Asst. Director - Public Works
City of Fulshear
6611 W Cross Creek Bend Lane
Fulshear, Texas 77441

SUBJECT: City of Fulshear
Lift Station No. 11 Expansion (2024-068)
Proposal for Professional Engineering Services

Dear Mrs. Stodder:

As requested, Ardurra Group, Inc ("Ardurra") is pleased to submit this proposal to the City of Fulshear (City) to provide professional engineering services for capacity upgrades to Lift Station 11. The scope generally includes a new 2.4 MGD submersible lift station on the same site, as well as approximately 2,800 linear feet of 12-inch gravity sewer.

Based on the scope of services attached to this letter, we have prepared a level of effort estimate, broken down into 4 major lump sum tasks plus additional services, for a revised total not to exceed fee of \$647,287.75. Engineering Services During Construction are not included and are anticipated to be added via amendment at a future date.

We will not exceed our quoted budget unless the scope of the project changes. Your approval will be secured before any extra charges are incurred. Feel free to contact me at (713) 385-5601 to discuss any questions you may have. We very much appreciate the opportunity to propose these services for the City of Fulshear and are excited to start this project.

Sincerely,

Jeffrey S. Peters, P.E., BCEE
Client Services Manager
Ardurra Group, Inc

Attachment – Exhibit A/Detailed Scope of Engineering Services

Exhibit A / Detailed Scope of Engineering Services

SCOPE OF SERVICES FOR CITY OF FULSHEAR LIFT STATION 11 EXPANSION Rev September 3, 2024

PROJECT BACKGROUND AND INTRODUCTION

Ardurra Group, Inc. (Engineer) will perform the necessary tasks to complete Design, Bid, and perform Construction Phase Services to deliver the Lift Station 11 Expansion Project for the City of Fulshear (City) as defined in this Scope of Services.

The scope includes the construction of a new wet well Lift Station No. 11 (LS No. 11) with a capacity to 2.4 MGD. The new lift station structure shall occur at the existing LS No. 11 site, with improvements consisting of a new wet well as well as electrical, structural, and mechanical components while integrating the existing wet well as feasible to accommodate the increased capacity. The project shall also include approximately 2,800 linear feet (LF) of new 12-inch gravity main sewer line, from Rogers Road and FM 359 to the LS No. 11 site. Approximately 5,800 LF of new 10-inch force main sewer line, from the LS No. 11 site to the City's wastewater treatment plant (WWTP) near FM 1093 and Main Street will be designed by others. Standard design for SWPPP and Traffic Control and will be required. No ROW acquisition or roadway reconstruction is anticipated for the proposed improvements.

GENERAL

Reference Standards and Criteria

- A. The Engineer shall use the most current version of the "City of Fulshear Engineering Design Criteria Manual", hereinafter referred to as "City Design Manual."
- B. The Engineer shall use the most current version of the TxDOT Design Manuals, Standard Details, and Specifications.
- C. Hydraulic design for pumps, piping, and appurtenances shall conform to the most current Hydraulic Institute (HI) standards.

Review of Existing Information

- A. Existing utility information, existing record drawings for LS No. 11, gravity main, and force main, and any existing survey information shall be made readily available to the Engineer and the City shall provide access to such information, as necessary and where available. The Engineer shall be responsible for identifying other data needs, where necessary, and obtaining the require information from all available sources.

Correspondence

- A. The Engineer shall reference the City's Project Title and City's Engineering & Planning Project Number on all correspondence and submittals.
- B. The Engineer shall notify the City immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.

Exhibit A / Detailed Scope of Engineering Services

- C. Route all written communication with regulatory agencies, neighborhood associations, and City Council through the designate City Project Manager.
- D. Submit invoices on City's standard form, or other approved format, to include a progress report documenting the status of each milestone and/or task noted in the fee schedule to record activities and deliverables completed within the invoice period and to note activities planned for next month.

BASIC SERVICES

Task 1– General Project Management and Coordination

- A. Conduct a Kick-off meeting with the City to finalize the Project definition, establish overall Project goals, and determine final schedule.
- B. Establish a schedule for monthly Project status and review meetings with the City and other identified stakeholders. Anticipate up to twenty-four (16) status and review meetings
- C. Perform site visits to verify existing conditions and obtain field information necessary to support the design activities
- D. Perform QA/QC review of Project deliverables at the 60%, 90%, and 100% design phases
- E. Coordinate with TxDOT and other utility owners, where necessary, where the Project will be impacted by or will impact existing utilities or rights-of-way
- F. Perform a constructability review, schedule to be determined, of the proposed improvements
- G. Submit monthly progress reports and invoices

Task 2 – Design Criteria Memo (10%)

- A. Engineer will prepare complete a Design Criteria Memorandum (DCM) consisting of design criteria, layouts and sketches providing the City with general alignment, conflict, property needs, proposed operational description and issues, and refined cost estimate.

Task 3 – Design Engineering Phase Services

Task 2 shall consist of the preparation and submittal of drawings, specifications, and cost estimates (the Project documents) for the work to be completed under the Project. The Project documents shall include all engineering disciplines necessary for a fully operational lift station, including, but not limited to, site/civil, structural, process mechanical, electrical, and instrumentation. The Engineer shall submit Project documents for the City's review at the 60%, 90%, and 100% design phases.

The Project documents shall include the following, at minimum:

- A. Overall Project layout, including LS No. 11 site and alignment of the 12-inch gravity main
- B. Horizontal alignment and data for the 12-inch gravity main
- C. Plan and profiles for the 12-inch gravity main
- D. Site/civil drawings for the existing and proposed LS No. 11 site, including demolition, yard piping, and site restoration
- E. Structural plans, sections, and details for the LS expansion

Exhibit A / Detailed Scope of Engineering Services

- F. Process mechanical plans, sections, and details for the LS expansion
- G. Pump curves and pump data for the selected LS pumps
- H. Electrical plans, sections, and details for the LS expansion
- I. Standard details for the gravity main and force main
- J. Drawings detailing the connections to existing infrastructure at Rogers Road
- K. Stormwater Pollution Prevention Plan (SWPPP) for the entire Project
- L. Traffic Control Plan
- M. Project Manual and specifications, including standard specifications and technical specifications. The Engineer shall incorporate City standard documents and specifications where applicable
- N. Engineer's estimates of probable construction costs (EOPCC). The EOPCC shall be developed at the 60% design phase and updated at the 90% and 100 design phases
- O. Design Deliverables
 - 1. 60 Percent Design Completion
 - 2. 90 Percent Design Completion
 - 3. 100 Percent Design Completion (Issued for Bid)

The Engineer shall be responsible for obtaining the required approval signatures from the relevant governmental agencies, public and private utilities, and other entities which may impact the Project prior to final approval by the City. Sufficient time in the project schedule should be allocated to secure these approvals. Utility signatures include, but are not limited to, SBC, CenterPoint Energy Entex, Inc., AT&T, and cable TV.

The Engineer shall also be responsible for obtaining the necessary approvals (permits, license agreements, etc.) from TxDOT, TCEQ, and pipeline companies prior to final approval by the City. Sufficient time in the project schedule should be allocated to secure these approvals prior to bid advertisement.

Task 4 – Bid Phase Services

Task 4 shall consist of the activities necessary to support the bidding and award of a construction contract for the Project. Activities to be completed under this task include:

- A. Assemble the bid-ready package of Project documents and assisting the City with advertising the Project for bid in local publications
- B. Assist the City in conducting a pre-bid conference and prepare meeting minutes to be submitted within three (3) working days of the conference
- C. Prepare addenda documents to address issues or clarifications, where necessary, for completion of the bidding process
- D. Tabulate and evaluate bids received and prepare a written recommendation for the award

Exhibit A / Detailed Scope of Engineering Services

of the construction contract

Task 5 – Engineering Services During Construction (Not included – Reserved for Future Amendment)

SCHEDULE

- A. Engineer shall initiate each phase of work described herein immediately upon the execution of the Agreement and upon issuance by City of Notice to Proceed.
- B. Engineer will furnish Draft DCM within 60 days of NTP and finalized DCM within 21 days after receipt of comments from the City.
- C. Engineer shall submit the 60% design deliverable within 120 calendar days of completion of the DCM
- D. Engineer shall submit the 90% design deliverable within 90 calendar days from receipt of City's comments on the 60% design deliverable.
- E. Engineer shall submit the 100% design deliverable within 30 calendar days of receipt of City's comments on the 90% design deliverable.

ADDITIONAL SERVICES

Task 6– Survey

Task 6 shall consist of the completion of detailed survey necessary to support the development of the Project documents. Survey will be completed by Ardurra personnel.

Task 7– Geotechnical Investigation

Task 7 shall consist of the completion of detailed geotechnical investigation necessary to support the development of the Project documents. The scope of services for the survey firm is included as **Attachment A**.

Task 8– Subsurface Utility Engineering Investigation

Task 8 shall consist of the completion of detailed subsurface utility engineering (SUE) investigation necessary to support the development of the Project documents. The scope of services for the survey firm is included as **Attachment B**.

Task 9– Owner's Design Change Contingency

Task 9 shall consist of Owner directed design and/or scope changes if necessary.

Exhibit A / Detailed Scope of Engineering Services

TABLE A-1
TO AGREEMENT BETWEEN ENGINEER AND OWNER FOR PROFESSIONAL SERVICES
FOR
LIFT STATION 11 EXPANSION

BASIC SERVICES FEES

Item No.	Task Description	Unit	Amended Value
1	Project Management and Coordination	LS	\$79,280.00
2	Design Criteria Memo	LS	\$54,000.00
3	Design Phase Services	LS	\$420,880.00
4	Bid Phase Services	LS	\$25,040.00
5	Construction Phase Services	LS	Not Included
6	Survey	LS	\$24,250.00
7	Geotechnical Investigation	LS	\$28,710.00
8	SUE Investigation	LS	\$15,127.55
9	Owner's Design Contingency	HNE	\$7,028.25
TOTALS			\$647,287.75

LS – Lump Sum

HNE – Hourly Not to Exceed at Rates Shown in Table A-2

Construction Phase Services to be Future Amendment

Exhibit A / Detailed Scope of Engineering Services

TABLE A-2
TO AGREEMENT BETWEEN ENGINEER AND OWNER FOR PROFESSIONAL SERVICES
FOR
LIFT STATION 11 EXPANSION

HOURLY LABOR RATES

LABOR CATEGORY	Hourly Rate
Project Director	\$300
QA/QC Reviewer	\$300
Senior Project Manager	\$280
Engineer 7/8	250
Engineer 5/6	200
Engineer 3/4	175
Graduate Engineer	\$150
Sr. Cad Designer	\$180
Estimator	\$160
Sr Admin	\$120
Contract Admin	\$90



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140662099

August 28, 2024

Mr. Patrick Donart, P.E., CFM

Senior Project Manager

Ardurra

3115 Allen Parkway,

Houston, Texas 77019

**Re: Proposal for Geotechnical Investigation
Fulshear Lift Station and Extension Project
City of Missouri City, Fort Bend, Texas**

Dear Mr. Donart:

In accordance with your request, Geotest Engineering, Inc. is pleased to submit this revised proposal for the referenced project. The project calls for the design and construction of 12-inch sanitary sewer force main SH359 from Rogers Road to Polo Ranch Boulevard in City of Fulshear. Based on the provided information, the project includes construction of approximately 2,800 LF of new 12-inch sanitary force main at a maximum depth of 10 feet and installed by trenchless method of construction. The project also includes construction of a new lift station with approximate depth of 25 to 35 feet.

Purpose and Scope

The purpose of this investigation is to evaluate the soil and water level conditions along project alignment to provide geotechnical recommendations for the construction of sanitary sewer forcemain. The scope of this study will consist of the following:

- Calling Texas 811 and coordinating with utility locators to get areas for the proposed borings cleared.
- Perform pavement coring of the existing pavement for borings;
- Drilling and sampling one (1) boring to a depth of 50 feet and five (5) borings each to a depth of 20 feet for the proposed forcemain.
- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements.
- Performing appropriate laboratory tests on selected representative samples to develop the engineering properties of the soils
- Perform engineering analyses to develop geotechnical recommendations for the open cut/trenchless methods of construction, excavation stability, ground water control, bedding and backfill criteria, lift station for the proposed sanitary sewer line.
- Submit a geotechnical investigation report containing a plan showing the locations of the borings and recommendations as outlined above.

It is assumed that the borings will be located and tied-in by you or your surveyors after completion of drilling.

Schedule and Fees

We should be able to start the fieldwork within one (1) week after receiving your written authorization. It is estimated that the fieldwork will be completed in about one (1) week barring bad weather. The laboratory tests will be completed in about three (3) weeks. The complete geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after receiving your notice to proceed.

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lumpsum amount of \$24,140.00. The cost breakdown given in Attachment No. 1 is for additional information only. The invoices will be billed on Lump Sum basis based on percent completion.

We appreciate the opportunity to submit this proposal. We hope this proposal meets with your approval.

Sincerely,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Senior Project Manager

Enclosures: Attachment No. 1 – Cost Breakdown

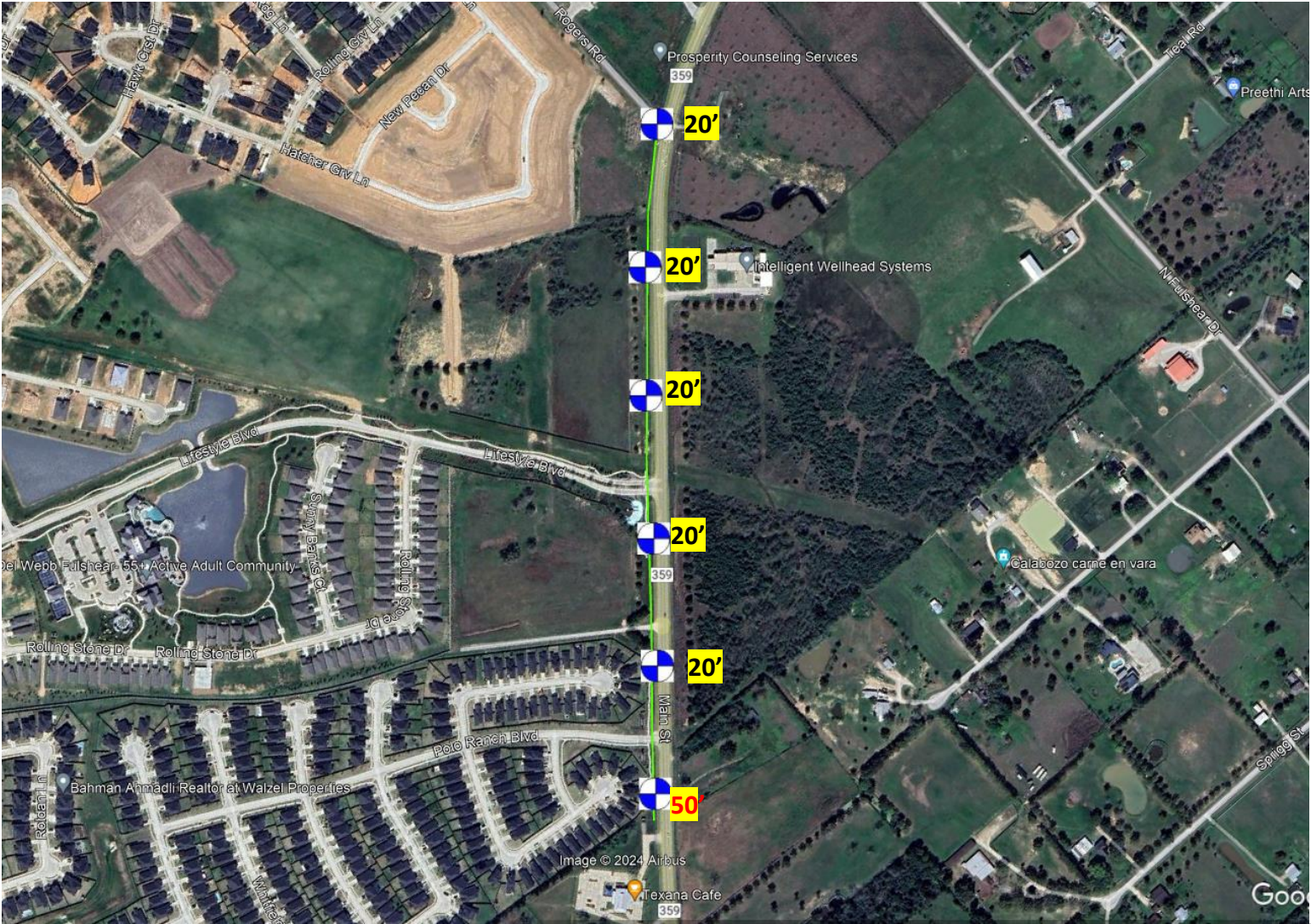
NK\ego

Copies Submitted: (1-PDF)

PC38\Geotechnical\Proposals\1140662099.DOC

**Attachment No. 1
COST BREAKDOWN**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Engineering Services			
Senior Engineer	4 hrs.	\$225.00	\$900.00
Staff Engineer	40 hrs.	\$123.00	\$4,920.00
Support Personnel (Drafting, Word Processing)	4 hrs.	\$70.00	\$280.00
		Subtotal	\$6,100.00
Subsurface Field Investigation			
Mobilization/Demobilization	1 LS	\$700.00	\$700.00
Drilling and Continuous Sampling (0-50')	150 ft	\$26.00	\$3,900.00
Vehicle Charge	24 hrs.	\$12.00	\$288.00
Piezometer Installation and Abandonment	50 ft	\$45.00	\$2,250.00
Field Coordination, Utilities Clearance, Logging and groundwater measurements	32 hrs.	\$96.00	\$3,072.00
<i>Traffic Control - TxDOT Permit</i>	<i>2 day</i>	<i>\$1,800.00</i>	<i>\$3,600.00</i>
<i>Pavement Coring</i>	<i>1 Min</i>	<i>\$600.00</i>	<i>\$600.00</i>
		Subtotal	\$14,410.00
Laboratory Tests			
Liquid and Plastic Limits	15 ea.	\$71.00	\$1,065.00
Moisture Content	60 ea.	\$11.00	\$660.00
Percent Passing No. 200 Sieve	15 ea.	\$55.00	\$825.00
Unconsolidated Undrained Triaxial Tests	15 ea.	\$72.00	\$1,080.00
		Subtotal	\$3,630.00
Total			\$24,140.00



PROPOSED PLAN OF BORINGS

Legend		GEOTEST ENGINEERING, INC.
	Boring	Fulshear LS and Wastewater Main Improvements

T2 Utility Engineers Scope of Work

August 19, 2024



Adam Eaton, PE, ENV SP, CFM
Senior Project Manager - Resiliency Lead
3115 Allen Parkway, Suite 300
Houston, TX 77019
346-342-4279 office

RE: Sanitary Sewer Subsurface Utility Engineering (SUE), Fulshear TX – Revision 1

To Mr. Eaton:

T2 UES, Inc. (T2ue) is pleased to provide utility engineering services for gravity and force main improvements in Fulshear, TX. This project understanding was based initially on an email received on May 15, 2024 with the elimination of the 10" force main portion. This revision only considers the SUE work associated with the 12" gravity main as received by email on August 15, 2024. Our Scope of Services is further detailed in the project understanding section of the proposal.

We have provided you with a Not to Exceed Time and Material Fee to complete the specific items described within the Scope of Services. We are committed to giving you the quality and service that you expect from T2ue. We respectfully request any comments or questions you may have. Should you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

T2 UES, Inc.

A handwritten signature in black ink, appearing to read 'Shauna L. Weinmann'.

Shauna L. Weinmann, PE
Sr. Project Manager
2590 Oakmont Drive, Suite 210
Round Rock, Texas 78665
Shauna.Weinmann@t2ue.com
720 452 1091

Date Accepted: _____

Company: _____

Signature: _____

Print Name: _____

Title: _____

LIMITS OF INVESTIGATION

The proposed limits of the utility investigation will include the proposed utility alignments (shown in green) on Exhibit “A”.

- **12-inch gravity**- The investigation will be focused along FM 359 running the length of approximately 2,800 ft from Rogers Road south to the grinder/pump station north of Texana Café. The general limits will be from the edge of pavement to the apparent west right of way (ROW), covering 25' from either side of the alignment (total width of 50').

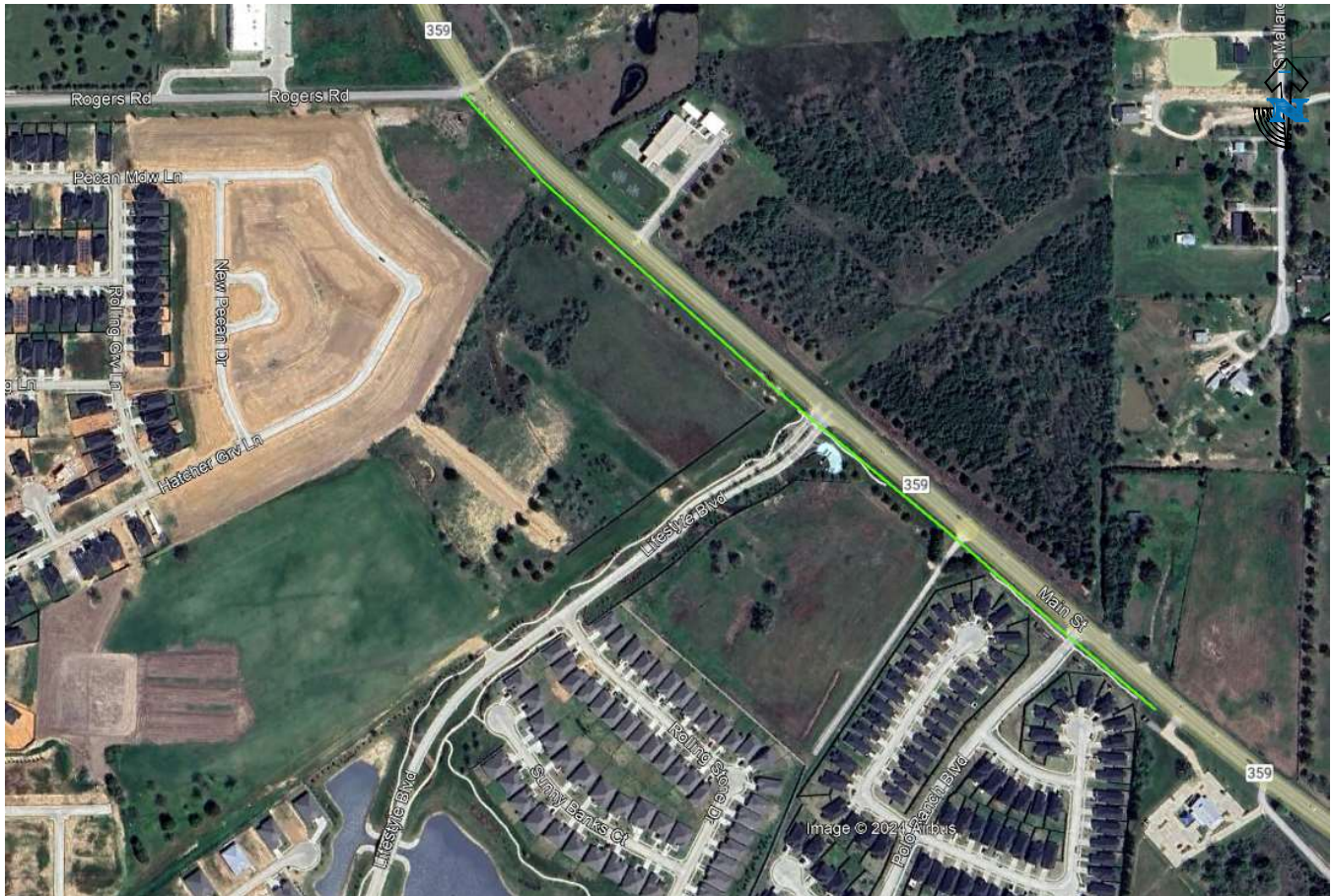


Exhibit “A” - Proposed SUE investigation limits in green polyline (top).

PROJECT SCOPE & APPROACH

T2ue general workflow to our approach is outlined below and includes weekly updates for the entire project team:

1. Perform records research.
2. Perform a geophysical investigation (field designating within limits).
3. Perform a utility designation of utility appurtenances and markings placed by our designators.
4. QA/QC of our investigation's findings based on existing records and our fieldwork.
5. Review the investigation's findings with the design team and project stakeholders.
6. Provide documentation of the completed utility investigation findings.

FIELD UTILITY INVESTIGATION (UTILITY DESIGNATION)

T2ue will utilize appropriate surface geophysical techniques to determine the approximate horizontal position of utilities within the project area. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary survey markings. Utility types or ownership that cannot be confirmed by the field investigation will be termed "unknown". T2ue will utilize a suite of equipment including pipe and cable locators (PCL), Ground Penetrating Radar (GPR), magnetometers, and detectable sondes. If accessible, structures connected to gravity-fed systems will be opened, and inverts will be measured.

DELIVERABLES

T2ue will provide the following:

- A drawing showing the location of the utilities within the investigation area at the achieved ASCE 38-22 Quality Level. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11" x 17" PDF plan set that is signed and sealed by a licensed professional engineer.
- Invert elevations that reference the Client's specified project datum (if provided).
- An electronic file containing utility line work in AutoCAD format.
- Paint marks, survey lath and a rebar/cap will be placed on the ground to indicate the location of each utility.

FIELD UTILITY INVESTIGATION (UTILITY DESIGNATION) ASSUMPTIONS

- No traffic control or City of Fulshear permits are anticipated. Client to provide right of entry.
- No weekend or night work is planned.
- The assumed working hours will be limited to day time hours from 8:00am to 5:00pm.
- T2 UES Inc. cannot guarantee we will find all unknown, abandoned, retired, or inactive utilities.

T2 Utility Engineers

Scope of Work

- Access may be limited by water, brush, or other obstructions. Areas which cannot be accessed will be noted.
- Individual utility services to homes and buildings will include water, electricity, and natural gas. Individual utility services to homes and buildings for Telephone and CATV services are excluded.
- Underground storage tanks (USTs), septic fields, traffic loop systems, thrust blocks, cathodic protection systems, drain tiles, irrigation channels, irrigation gates, irrigation valves, irrigation piping, irrigation headwalls, and landscape irrigation two inches in diameter or less (both public & private) are excluded.
- Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and will be discussed with the Client in advance.
- Overhead utility lines will be shown as a singular line running pole to pole. We will attempt to identify both ownership & connections on the poles and incorporate this information into the plans using pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions.
- No butterfly diagrams or 3D modeling (with pipe networks) will be included as part of this scope. Diagrams of the conduits within vaults are excluded.
- The removal of 811 paint marks or designation marks is not included.
- The degree of success of a ground-penetrating radar (GPR) investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically less-conductive soils, such as quartz sands, typically allow for the detection of some utilities and/or their trenches at depths greater than 10 feet. Electrically conductive soils, such as clay, moist silt, or saline soils, typically preclude the investigation of targets deeper than three to six feet. Due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
- No utility coordination, utility relocation design, or conflict analysis will be performed as part of this scope.

CLIENT RESPONSIBILITIES

The Client and/or their representative will provide the following services:

- The Client will have right-of-entry secured prior to the commencement of T2 UES, Inc.'s services.
- If changes occur to the project limits after T2 UES, Inc. has reviewed the plans, any recognized changes to workflow, traffic control, or other miscellaneous activities will be discussed with the Client to see if a change order or additional funds are needed to account for the changes.
- In situations beyond the control of the SUE Consultant, the Client will aid in obtaining required data/information from other local, regional, State, and federal agencies.



T2 Utility Engineers

Scope of Work

- The Client will provide a timely review, comment, or direction as required to aid T2 UES, Inc. in completing an assigned task or maintaining the established project schedule.
- The Client will provide applicable general notes, special specifications, and special provisions.
- If not readily available online, the Client may provide graphic file data, standards, font libraries, and AutoCAD cell/block libraries, etc. as required.
- The Client will provide any and all CAD and/or PDF files of the design provided by others and those files will be accurate and suitable for use by T2 UES, Inc. T2 UES, Inc. assumes that these files are approved and that they are the most current and up-to-date files available, including any and all approved addendums.
- Client to provide topo and survey control and other relevant files for incorporation of the SUE work completed by T2 UES, Inc.

PROJECT SCHEDULE

T2ue is prepared to proceed with the scope described above within **fourteen (14) working days** following receipt of a written Notice to Proceed (NTP) from the Client. T2ue will work with the Client to determine prioritization of the scope to quickly complete the project. The schedule may be modified due to unforeseen circumstances such as the following: project site access, inclement weather, delay in receiving required information, permits or permissions from the Client, etc. In the event the schedule has to change, T2ue will notify the Client and provide an updated schedule.

FEE

8/19/2024



Fulshear waste water SUE

Subsurface Utility Engineering
T2 UES, Inc. Proposal

PROJECT ESTIMATE					
Utility Designating					
Mobilization	1	each @	\$350	per each	\$350.00
Designating (2-man crew with truck and equipment)	16	hours @	\$270	per hour	\$4,320.00
Subtotal:					\$4,670.00
Survey control check in and processing, field work, and office work					
Survey Subconsultant	8	hours @	\$205	per hour	\$1,640.00
Subtotal:					\$1,640.00
Professional Services, Permits, Field Sketch, Site Coordination, Project Management, Record Research					
Professional Engineer	1	hours @	\$180	per hour	\$180.00
Project Manager	4	hours @	\$165	per hour	\$660.00
Assistant Project Manager	4	hours @	\$155	per hour	\$620.00
SUE Manager	4	hours @	\$155	per hour	\$620.00
CADD Technician	20	hours @	\$125	per hour	\$2,500.00
Administration	2	hours @	\$95	per hour	\$142.50
Subtotal:					\$4,722.50
Miscellaneous Expenses					
*Hotels (assumes 2 people for 2 nights)	4	nights @	\$125	per night	\$500.00
*Per Diem (assumes 2 people for 2 days)	4	days @	\$55	per day	\$220.00
Subtotal:					\$720.00
SUE Quality Level B, C, & D Total					\$11,752.50
GRAND TOTAL					\$11,752.50



ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

“Client” acknowledges that the Proposal prepared by T2 UES, Inc. (“T2ue”), along with the Terms and Conditions (“Terms”) below comprise the entire agreement between the Client and T2ue (collectively “Agreement”), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

GENERAL TERMS AND CONDITIONS

RELATIONSHIP OF THE PARTIES: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

SERVICES: T2ue shall provide services to the Client for the project (“Project”), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the “Services”) in accordance with these Terms.

PROJECT SCHEDULE: T2ue shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

CLIENT’S RESPONSIBILITIES: Client shall provide/perform the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with T2ue in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize T2ue staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any T2ue request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for T2ue to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that T2ue may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow T2ue to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by T2ue and inform T2ue in writing of decisions in reasonable time so as not to delay the Services.

CLIENT’S ACTS OR OMISSIONS: If T2ue’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, T2ue shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

COMPENSATION AND PAYMENT: In consideration of the provision of the Services by T2ue under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for T2ue’s Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify T2ue - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable.

- Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, T2ue shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to T2ue may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

CHANGE ORDERS: If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. T2ue shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

T2ue may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

DOCUMENTS: Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of T2ue in connection with the Services (herein called the “Documents”) will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by T2ue. T2ue grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

DATA AND DOCUMENT RETENTION: T2ue will retain all data and Documents in accordance with the T2 Utility Engineers Data Retention Policy, unless otherwise agreed upon in writing.

LIMITATION OF USE: Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of T2ue, and all reproductions shall include notice of this restriction.

T2ue shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others. The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such parties

verify the accuracy and completeness of the Documents to their satisfaction. The Client agrees to defend, indemnify and hold T2ue harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of T2ue's work product documents are modified in any respect, without involvement and oversight of T2ue, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, T2ue may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to T2ue all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

STANDARD OF CARE: The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. T2ue makes no warranties or guarantees under this Agreement in connection with the Services. T2ue makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

CONFIDENTIALITY: Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or T2ue at the time of disclosure, or was rightfully obtained by Client or T2ue on a non-confidential basis from a third party.

PERSONAL INFORMATION: Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about T2ue employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

NON-SOLICITATION OF EMPLOYEES: Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

INDEMNIFICATION: To the fullest extent permitted by law, T2ue shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of T2ue or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that T2ue's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to T2ue in preparation of any report, study or other written document.

Client shall indemnify and hold harmless T2ue from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of T2ue or anyone acting under its authority;

provided that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of T2ue.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and T2ue, the amount of such damage for which Client or T2ue is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

LIMITATION OF LIABILITIES: Notwithstanding any other provision in the Agreement, the Client agrees to limit T2ue's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to T2ue for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against T2ue in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against T2ue and not against any of T2ue's employees, shareholders, officers or directors. T2ue's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and T2ue shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

FORCE MAJEURE: If performance of the Services is affected by causes beyond T2ue's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. T2ue shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of T2ue.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to T2ue to terminate this Agreement.

INSURANCE: T2ue shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. T2ue shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against T2ue for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of T2ue.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against T2ue for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

TERM AND TERMINATION: This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other party. In the event of any termination, T2ue shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.

TERMS AND CONDITIONS

T2 UES, INC.

In addition to any remedies that are provided under this Agreement, T2ue may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, T2ue shall be paid for all Services rendered and costs incurred by T2ue through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by T2ue related to termination of the Project.

DISPUTE RESOLUTION: If requested in writing by either the Client or T2ue, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. T2ue shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

ASSIGNMENT: Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

NO THIRD-PARTY BENEFICIARY: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by T2ue's and the Client's respective representatives.

WAIVER: Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SURVIVAL OF PROVISIONS: The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

GOVERNING LAW: The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.

Exhibit A-2 Level of Effort Fee Estimate
Project: Fulshear LS No 11
Proposed 12-inch Gravity Line and Expansion of Lift Station No 11
Consultant: Ardurra
Date: 9/3/2024

Position			Ardurra Estimated Man-hours													Subconsultants			A		
			Project Director	QA/QC	Sr. PM	Proj Eng.5/6	Proj Eng. 3/4	Proj Eng. 1/2	Cost Estimator	CAD Designer	Sr Admin	Admin & Accounting	Ardurra - Total Hours	Ardurra Subtotal Labor Cost	ODCs	Ardurra Subtotal	Survey Sub	Geotech Sub	SUE Sub	Ardurra Sub Mark-up (10%)	Amended Scope Cost (Ardurra + Subs)
Task	Subtask	Task Description																			
PART 1 - DESIGN BASIC SERVICES																					
Task 1: General Project Management and Coordination																					
	1.1	Kickoff Meeting, External Reviews and Progress Meetings	4		32	30						66	\$ 16,160.00		\$ 16,160.00					\$ 16,160.00	
	1.2	Internal Meetings	8		8	8		12				36	\$ 8,040.00		\$ 8,040.00					\$ 8,040.00	
	1.3	Site Visits			4	12		12				28	\$ 5,320.00		\$ 5,320.00					\$ 5,320.00	
	1.4	QA/QC (60/90/100)	8	24	8	8						48	\$ 13,440.00		\$ 13,440.00					\$ 13,440.00	
	1.5	TxDOT Coordination	8		12	12		12				44	\$ 9,960.00		\$ 9,960.00					\$ 9,960.00	
	1.6	Utility Coordination			12	12		12				36	\$ 7,560.00		\$ 7,560.00					\$ 7,560.00	
	1.7	Permitting			4	12		12				28	\$ 5,320.00		\$ 5,320.00					\$ 5,320.00	
	1.8	Constructability Review	8		12	12		12	12			56	\$ 11,880.00		\$ 11,880.00					\$ 11,880.00	
	1.9	Project Task Expenses										0	\$ -	\$ 1,600.00	\$ 1,600.00					\$ 1,600.00	
Task 1: General Project Management and Coordination			36	24	92	106	0	72	12	0	0	0	342	\$ 77,680.00	\$ 1,600.00	\$ 79,280.00	\$ -	\$ -	\$ -	\$ -	\$ 79,280.00
Task 2: Design Criteria Memo (10% Design)																					
	2.1	Design Criteria Memo	12	8	32	80		80		40	32		284	\$ 54,000.00		\$ 54,000.00					\$ 54,000.00
Task 2: Design Criteria Memo (10% Design)			12	8	32	80	0	80	0	40	32	0	284	\$ 54,000.00	\$ -	\$ 54,000.00	\$ -	\$ -	\$ -	\$ -	\$ 54,000.00
Task 3: Design Engineering Services																					
	3.1	Cover Sheet and Sheet Index (2 sheets)			2	4		8		12			26	\$ 4,720.00		\$ 4,720.00					\$ 4,720.00
	3.2	General Notes (2 sheets)			4	4		8		8			24	\$ 4,560.00		\$ 4,560.00					\$ 4,560.00
	3.3	Survey Control (3 sheets)			4	16		16		24			60	\$ 11,040.00		\$ 11,040.00					\$ 11,040.00
	3.4	Project Layout (3 sheets)			12	16		24		40			92	\$ 17,360.00		\$ 17,360.00					\$ 17,360.00
	3.5	Plan & Profile (9 sheets)			12	32		120		120			284	\$ 49,360.00		\$ 49,360.00					\$ 49,360.00
	3.6	Lift Station Site/Civil (3 sheets)			4	24		40		40			108	\$ 19,120.00		\$ 19,120.00					\$ 19,120.00
	3.7	Lift Station Demolition (Plan & Sections) (1 sheet)			4	12		24		24			64	\$ 11,440.00		\$ 11,440.00					\$ 11,440.00
	3.8	Lift Station Structural (Plan, Section, & Details) (3 sheets)			8	48		138		160			354	\$ 61,340.00		\$ 61,340.00					\$ 61,340.00
	3.9	Lift Station Process Mechanical (Plan, Section, & Details) (3 sheets)			12	52		138		160			362	\$ 63,260.00		\$ 63,260.00					\$ 63,260.00
	3.10	Lift Station Pump Curves (1 sheet)			8	64		16		16			104	\$ 20,320.00		\$ 20,320.00					\$ 20,320.00
	3.11	Lift Station Electrical (Plan, Section, & Details) (2 sheets)			8	68		116		116			308	\$ 54,120.00		\$ 54,120.00					\$ 54,120.00
	3.12	GL and FM Detail Sheets (2 sheets)			4	16		16		24			60	\$ 11,040.00		\$ 11,040.00					\$ 11,040.00
	3.13	Traffic Control Plan (2 sheets)			16	40		32		80			168	\$ 31,680.00		\$ 31,680.00					\$ 31,680.00
	3.14	SW3P (Lift Station, Force Main, Gravity Line) (3 sheets)			4	16		16		32			68	\$ 12,480.00		\$ 12,480.00					\$ 12,480.00
	3.15	SW3P Standard Details (1 sheet)			2	6		6		16			30	\$ 5,540.00		\$ 5,540.00					\$ 5,540.00
	3.16	Project Manual (60/90/100)		8	8	40		16			40		112	\$ 19,840.00		\$ 19,840.00					\$ 19,840.00
	3.17	Cost Estimates (60/90/100)	4	8	8	16		8	32				76	\$ 15,360.00		\$ 15,360.00					\$ 15,360.00
	3.18	Project Task Expenses											0	\$ -	\$ 8,300.00	\$ 8,300.00					\$ 8,300.00
Task 3: Design Engineering Services			4	16	120	474	0	742	32	872	40	0	2300	\$ 412,580.00	\$ 8,300.00	\$ 420,880.00	\$ -	\$ -	\$ -	\$ -	\$ 420,880.00
Task 4: Bid Phase Services																					
	4.1	Bid Package			4	20		24				48	\$ 8,720.00		\$ 8,720.00					\$ 8,720.00	
	4.2	Pre-Bid Meeting and Bid Addenda (4)			8	20		20			8		56	\$ 10,200.00		\$ 10,200.00					\$ 10,200.00
	4.3	Bid Evaluation and Award Recommendation			4	6		12					22	\$ 4,120.00		\$ 4,120.00					\$ 4,120.00
	4.4	Project Task Expenses													\$ 2,000.00	\$ 2,000.00					\$ 2,000.00
Task 4: Bid Phase Services			0	0	16	46	0	56	0	0	8	0	126	\$ 23,040.00	\$ 2,000.00	\$ 25,040.00	\$ -	\$ -	\$ -	\$ -	\$ 25,040.00
PART 2 - ADDITIONAL SERVICES																					
Task 6		Survey				4		3					7	\$ 1,250.00		\$ 1,250.00	\$23,000.00				\$ 24,250.00
Task 7		Geotechnical Investigation				8		4					12	\$ 2,200.00		\$ 2,200.00		\$24,100.00		\$ 2,410.00	\$ 28,710.00
Task 8		SUE Investigation				8		4					12	\$ 2,200.00		\$ 2,200.00			\$11,752.50	\$ 1,175.25	\$ 15,127.75
TOTAL PART 2: ADDITIONAL SERVICES			0	0	0	20	0	11	0	0	0	0	31	\$ 5,650.00	\$ -	\$ 5,650.00	\$ 23,000.00	\$ 24,100.00	\$ 11,752.50	\$ 3,585.25	\$ 68,087.75
TOTAL DESIGN SERVICES AMENDMENT																					\$ 647,287.75
Remaining for Construction Services Contract																					
Total Contract																					