

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF NORTH RICHLAND HILLS
AND
CRIADO & ASSOCIATES, INC.**

I.

This Agreement is executed by and between the City of North Richland Hills, a municipal corporation located in Tarrant County, Texas, acting by and through Mark Hindman, its duly authorized City Manager (hereinafter called "CITY"), and **CRIADO & ASSOCIATES, INC.**, a Texas corporation, acting by and through **Cristina Criado, PE**; its duly authorized Principal (hereinafter called "ENGINEER").

WITNESSETH, that CITY desires professional engineering services in connection with the **SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)**

NOW, THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

II. PROJECT

In this Agreement, the "PROJECT" means the engineering design of the **SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)** for the **improvements to an existing sanitary sewer main** in accordance with the Public Works Design Manual, applicable CITY codes, regulations and standards.

III. BASIC AGREEMENT

- ENGINEER is an independent contractor and undertakes and agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. It is understood and agreed that ENGINEER is not and will not by virtue of this contract be deemed to be an agent or employee of CITY and that CITY will not be entitled to direct the performance by ENGINEER's employees or subcontractors of the tasks contemplated by this contract. All engineering services shall be performed with diligence and in accordance with normal and customary standard of care for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VIII: "Compensation" and Exhibit F: "Compensation".

IV. SCOPE OF ENGINEER'S SERVICES

ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with the schedule in Exhibit A: "Project Schedule" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

V. SPECIAL ENGINEERING SERVICES

The CITY will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

VI. ADDITIONAL ENGINEERING SERVICES

Additional Engineering Services are defined in Exhibit D: "Additional Engineering Services", attached hereto and made a part of this Agreement. No Additional Engineering Services are authorized unless authorization for specified additional services are provided to ENGINEER by CITY in writing and approved by CITY.

VII. SCOPE OF CITY SERVICES

The City will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the City", attached hereto and made a part of this Agreement.

VIII. COMPENSATION

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments including without limitation reimbursable expenses, to ENGINEER by CITY for the services stated in Section IV and Section V above shall not exceed **PROJECT COST (\$78,120.00)**.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

D. CITY and ENGINEER understand that the variables in ENGINEER's cost of performance may fluctuate. The parties agree that any fluctuation in ENGINEER's costs will in no way alter ENGINEER's obligations under this Agreement nor excuse performance or delay on ENGINEER's part.

IX. OWNERSHIP OF DOCUMENTS

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

X. INDEMNITY

ENGINEER AND ITS SUBCONSULTANTS SHALL INDEMNIFY AND HOLD CITY AND ALL OF ITS OFFICERS, AUTHORIZED REPRESENTATIVE, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS, INCLUDING BUT NOT LIMITED TO OFFICERS, AUTHORIZED REPRESENTATIVE OR EMPLOYEES OF ENGINEER OR ITS SUBCONSULTANTS, AND ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK AND IMPROVEMENTS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR, OR OMISSION IN THE PERFORMANCE OF ENGINEER'S PROFESSIONAL SERVICES OR IN THE PREPARATION OF EVALUATIONS, REPORTS, SURVEYS, DESIGNS, WORKING DRAWINGS, SPECIFICATIONS AND OTHER ENGINEERING DOCUMENTS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH; ENGINEER SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES OR ANY OF THEM ON ACCOUNT OF THE FOREGOING DESCRIBED NEGLIGENT ACTS, ERRORS OR OMISSIONS. IF A JOINT DEFENSE IS FEASIBLE, ENGINEER SHALL PAY A PROPORTIONATE SHARE OF CLIENT'S DEFENSE COSTS REASONABLY NECESSARY TO DEFEND THE PORTION OF A CLAIM ARISING OUT OF ALLEGED NEGLIGENCE OR OTHER FAULT ATTRIBUTABLE TO ENGINEER.

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, authorized representative employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents. Approval by CITY shall not be deemed to be an assumption of such responsibility and liability by CITY for any error, omission, defect, deficiency or negligence in the performance of ENGINEER's professional services or in the preparation of the evaluations, reports, surveys, designs,

working drawings and specifications or other engineering documents by ENGINEER, its officers, agents, employees and subconsultants, it being the intent of the parties that approval by CITY signifies CITY's approval of only the general design concept of the improvements to be constructed.

XI. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect ENGINEER, its subcontractors, its subconsultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying that the following minimum limits of coverage are provided:

A. Worker's Compensation Insurance:

Statutory requirements (\$ 300,000 minimum)

B. Comprehensive General Liability and Bodily Injury:

Bodily Injury \$ 500,000 per person, or
 \$ 1,000,000 per occurrence; and
Property Damage \$ 100,000 each occurrence; or
Combined Single Limit \$ 1,000,000 aggregate

C. Comprehensive Automobile Liability:

Bodily Injury \$ 500,000 per person, or
 \$ 1,000,000 per occurrence; and
Property Damage \$ 100,000 each occurrence; or
Combined Single Limit \$ 1,000,000 aggregate

D. Professional Liability:

Errors and Omissions \$ 1,000,000

The Certificate of Insurance shall contain a provision that such insurance coverage cannot be canceled or reduced below the minimum levels set forth in this section without thirty (30) days prior written notice to CITY.

XII. ARBITRATION

If a dispute should arise, parties shall seek non-binding mediation followed by litigation.

XIII. TERMINATION AND SUSPENSION

- A. CITY may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either CITY or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.

- B. If CITY terminates this Agreement under the foregoing Paragraph A, CITY shall pay ENGINEER a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VIII: "Compensation" hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed.

XIV. SUCCESSORS AND ASSIGNS

CITY and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY.

XV. AUTHORIZATION, PROGRESS, AND COMPLETION

CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, CITY and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Additional Engineering Services, the authorization by CITY shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by CITY and ENGINEER.

It is understood that this Agreement contemplates the full and complete Engineering services for this PROJECT including any and all services necessary to complete the work as outlined in Exhibit B: "Basic Engineering Services". Nothing contained herein shall be construed as authorizing additional fees for services to provide complete services necessary for the successful completion of this PROJECT.

XVI. SUBCONTRACTS

ENGINEER shall be entitled, only if approved by CITY, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

XVII. RIGHT TO AUDIT

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that CITY shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article. CITY shall give subconsultant reasonable advance notice of intended audits.

XVIII. EXHIBITS

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Project Schedule
Exhibit "B"	Basic Engineering Services
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	Services to be provided by the City
Exhibit "F"	Compensation
Exhibit "G"	Form 1295

XIX. MISCELLANEOUS

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.

- B. Legal Expenses. In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the prevailing party in any litigation between the parties to this agreement shall be entitled to reasonable attorney fees.

- C. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:

Criado & Associates, Inc.
Attn: Cristina Criado, P.E.,
4100 Spring Valley Road, Suite 1001
Dallas, Texas 75244

If to CITY:

City of North Richland Hills
Attn: Caroline Waggoner, P.E.
Public Works & Engineering Department
4301 City Point Drive
North Richland Hills, Texas 76180

With Copies to the City Manager and City Attorney at the same address.

- D. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the CITY and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and subconsultants. Nothing herewith shall be construed as creating a partnership or joint venture between CITY and ENGINEER, its officers, agents, employees and subconsultants; and the doctrine of respondent superior has no application as between CITY and ENGINEER.

- E. Venue. This Agreement shall be governed by the laws of the State of Texas, and venue in any proceeding relating to this Agreement shall be in Tarrant County, Texas.
- F. Entire Agreement. This Agreement represents the entire agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.
- G. Severability. If any provision in this Agreement shall be held illegal by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.
- H. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including but not limited to personal financial interests, direct or indirect, in property abutting the PROJECT and business relationships with abutting property owners. ENGINEER further warrants that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under this Agreement.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2023.

CITY OF NORTH RICHLAND HILLS
(CITY)

CRIADO & ASSOCIATES, INC.
(ENGINEER)

By: _____
Mark Hindman, City Manager

By: _____
Cristina Criado P.E., President

Date: _____

Date: _____

ATTEST:

ATTEST:

Alicia Richardson, City Secretary

Notary Public in and for the State of Texas

APPROVED TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney

Type or Print Notary's Name

My Commission Expires:

CITY SEAL

CORPORATE SEAL

EXHIBIT A

PROJECT SCHEDULE
FOR
SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)

PROJECT SCHEDULE

The Scope of Services for this PROJECT is based on the following schedule:

<u>Activity</u>	<u>Due Date</u>
Notice To Proceed from City	TBD
Submit Preliminary 60% Plans	8 weeks
Receive City Review Comments	2 weeks
Submit 90% Plans	3 weeks
Receive Final City Review Comments	2 weeks
Submit Final Plans for Bid	2 weeks
Advertise for Construction Bids	2 weeks
Open Construction Bids	5 weeks
Begin Construction	4 weeks

Note: Due dates shown are submittal dates of task activities listed.

EXHIBIT B

BASIC ENGINEERING SERVICES FOR SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)

The scope of work for BASIC Engineering Services involves the preparation of 60%, 90% and 100% Design and Project Plans, Specifications and Estimates for the Lowery Lane sewer replacement project.

I. PROJECT MANAGEMENT

Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct review meetings with the CITY at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs.
- Meet with City engineering staff and obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure, historical repair record (if available) and other information available for the project area.

II. PRELIMINARY DESIGN PLANS (60% COMPLETION)

- a. Work with other affected utilities such as gas, telephone, cable TV, and electric to obtain accurate information for horizontal and vertical data for their facilities.
- b. Perform topographic survey of the area and prepare a topographic base map.
- c. See attached Exhibit B-1 for Scope of Work Area.
- d. After review of existing conditions, prepare a recommendation for the proposed design concept and submit, via email, to the City for review and comment.
- e. Distribute the plans to local utility companies (if any) to obtain information regarding impacts to their facilities.
- f. Prepare a 60% set of construction plans, using AutoCadd format. Submit set to City in pdf format when complete.
- g. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet
 - General notes sheet
 - Typical plan and profile sheets for sewer line replacement (Scale 1"=40' horizontal and 1" = 5' vertical)
 - Miscellaneous Detail sheets
 - Erosion control plan sheets. Scale 1'=40'

Deliverables:

- Preliminary (60%) design plan construction documents.
- Outline of required construction specifications
- Preliminary OPCC.

III. PRE-FINAL DESIGN PLANS (90%)

Upon receipt of the City's comments on the 60% plans, the Engineer will:

- a. Prepare an Excel comment log spreadsheet incorporating all City comments with responses by the Engineer.
- b. Prepare a 90% set of construction plans and specifications. This set will include and address all City comments.
- c. Plans shall be consistent with previous sections and shall include: detailed demolition and protection plan sheets, detailed plan and profile sheets and construction details, right-of-way plans and documents (if needed), final construction plans, erosion control and project phasing sheets, bid proposal and special specifications as required.
- d. An updated 90% completion opinion of probable construction cost for proposed capital improvements.
- e. Perform QA/QC and constructability review of final plans.

Deliverables:

- 90% design plan construction documents.

- Updated 90% OPCC.
- Technical specification manual.

IV. FINAL DESIGN PLANS (100%)

Upon receipt of the City's comments on the 90% plans, the Engineer will:

- Revise the Excel comment log spreadsheet incorporating all City comments with responses by the Engineer.
- Prepare a 100% set of construction plans and specifications. This set will include and address all City comments.
- Plans shall be consistent with previous sections and shall include: detailed demolition and protection plan sheets, detailed plan and profile sheets and construction details, right-of-way plans and documents (if needed), final construction plans, erosion control and project phasing sheets, bid proposal and special specifications as required.
- An updated 100% completion opinion of probable construction cost for proposed capital improvements.
- Perform QA/QC and constructability review of final plans.

Deliverables:

- 100% design plan construction documents.
- Final OPCC.
- Technical specification manual.

V. BID AND CONSTRUCTION PHASE ASSISTANCE

The ENGINEER shall provide Bid and Construction Phase Assistance as requested by City.

- Attend Prebid meeting, if required
- Evaluate and tabulate bids.
- Check references and make contractor recommendation award for construction.
- Help address any construction requests for information.
- Perform construction site visits to observe if construction activities are following recommendations. Construction site visits will be performed on an hourly rate basis.
- The ENGINEER will not provide resident representation on the construction site.
- Prepare record drawings for constructed improvements.

EXHIBIT C

**SPECIAL ENGINEERING SERVICES
FOR
SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)**

The scope of work for SPECIAL Engineering Services involves Surveys (Design), and Permitting. The scope of work for the Special Engineering Services is more generally described as follows:

I. FIELD SURVEY

ENGINEER will perform an on the ground survey of the project area under the direct supervision of a Registered Professional Land Surveyor.

- The topographic survey area will begin at a manhole along the south right-of-way of Turner Drive and proceed northly along the existing sewer line alignment for approximately 1250 feet until reaching a manhole that is parallel to the northern end of Lowery Lane. The existing alignment is between Lowery and Crabtree Lanes. The width of the survey will be approximately 20' and will also include readily visible cleanouts at each residence. See Exhibit B-1 for Project Area and proposed survey limits.
- Included in this item: Establish survey control, location of permanent improvements on, and immediately adjacent to, the site, spot elevations approximately every 50 feet and at breaks and physical features, common name and trunk diameter of trees over 6-inches in caliper, location of visible utilities and appurtenances, location and sizes of underground utilities based on available record and 811 information.
- Perform final as-built survey of constructed improvements.
- Not included in this item: Species names of trees, trees less than 6-inches in diameter, tree locations and identification in heavily wooded areas, boundary surveying, research or review of easements that may affect the subject tract, subsurface utility engineering services.

Deliverables:

- Field survey points and descriptions in CAD format.

II. CCTV SERVICES

ENGINEER will perform CCTV services within the existing 6" wastewater main as described in the Scope of Work and as described below:

- CCTV inspection, cleaning, and / or testing will follow NASSCO and NCT-COG guidelines and PACP coding.

- Cleaning and CCTV of 6" sanitary existing vitrified clay pipe the existing easement.

Deliverables:

- The original & one copy of all videos and run sheets.

EXHIBIT D

**ADDITIONAL ENGINEERING SERVICES
FOR
SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)**

NONE IDENTIFIED

EXHIBIT E

SERVICES TO BE PROVIDED BY THE CITY FOR SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I.** Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II.** Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III.** Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV.** Assist the ENGINEER, as necessary, in obtaining any required data and information from local utility companies.
- V.** Provide standard details and specifications in digital format.
- VI.** Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within easements and Rights-Of-Way, when required.
- VII.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.
- VIII.** Obtain rights-of-entry approval from property owners along the project route to allow for survey crew, CCTV team and engineering team member access.

EXHIBIT F
COMPENSATION
FOR
SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)

I. COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for the Design and Construction Phases of the work and additionally for Special Engineering Services and/or Additional Engineering Services that are in addition to the Basic Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

A. Compensation for the Basic Engineering Services shall be completed for a lump sum not to exceed fee of **\$29,000.00**.

B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows:

Design Surveys: Lump Sum Fee of **\$17,820.00**

Permitting (TCEQ): Lump Sum Fee of **\$3,000.00**

CCTV of Ex. WW Line: **\$5.00 per LF (not to Exceed \$8,800.00)**

C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:

Subsurface Utility Engineering: Maximum not to exceed Fee of **N/A**

Illumination Design: Maximum not to exceed Fee of **N/A**

TDLR Permitting: Maximum not to exceed Fee of **N/A**

Bidding Phase Assistance: Maximum not to exceed Fee of **\$5,500.00**

Construction Phase Assistance: Maximum not to exceed Fee of **\$5,000.00**

Temporary Signal Design: Maximum not to exceed Fee of **N/A**

ROW Document Preparation: **N/A**

Easement Document Preparation: **N/A**

For all direct non-labor and/or subcontract expense, including mileage, travel, and CCTV reimbursables (dewatering, bypass pumping, source water, dump site fee,

traffic control) at invoice or internal office cost times a multiplier of 1.1. Reimbursable expenses shall not exceed **\$9,000.00**.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

II. AUDIT AND SCOPE CHANGE

Cost budgets are set forth above and are subject to the audit provisions of this Agreement, Section XVII: "Right to Audit". It is also understood that the cost budgets are based upon ENGINEER's best estimate of work and level of effort required for the proposed scope of services. As the PROJECT progresses, it is possible that the level of effort and/or scope may differ up or down from that assumed. If there are no scope changes, the ENGINEER shall receive the full amount of lump sum and unit price fees, regardless of the cost. If at any time it appears that the cost budget may be exceeded, the ENGINEER shall notify the CITY as soon as possible in writing.

If there is a scope change, the ENGINEER shall notify the CITY as soon as possible in writing and shall include a revised scope of services, estimated cost, revised fee schedule, and a revised time of completion. Upon negotiation and agreement via a signed amendment by both parties, the cost budget, fee schedule, and total budget will be adjusted accordingly.

CITY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the cost budget. The ENGINEER shall not be obligated to perform on any change in scope of work or otherwise incur costs unless and until the CITY has notified the ENGINEER in writing that the total budget for Engineering Services has been increased and shall have specified in such notice a revised total budget which shall thereupon constitute a total budget for Engineering Services for performance under this Agreement.

A detailed scope of work, total budget, and schedule will be prepared by the ENGINEER and executed by the CITY if the ENGINEER is authorized to perform any Additional Engineering Service(s).

III. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the CITY prior to submission of the first monthly invoice. Once approved, the CITY agrees not to require changes in the invoice format, but reserves the right to audit. Monthly payment of the fee will be in proportion to the percent completion of the total work (as indicated in Exhibit B: "Basic Engineering Services").

Upon completion of services enumerated in Exhibit B: "Scope of Basic Engineering Services", the final payment of any balance will be due upon receipt of the final invoice.

EXHIBIT G
FORM 1295
FOR
SEWER MAIN REPLACEMENT – LOWERY LN (UT2303)

[Form 1295 is submitted as the following page]