



February 27, 2023

Honorable Julia Douglas, Mayor  
City of Glen Rose  
201 NE Vernon St.  
Glen Rose, Texas 76043

**Re: Project No. 5722, Work Order No. 40 under General Services Agreement  
Ground Storage Tank and VFD Improvements at Well Site 3**

Dear Mayor Douglas:

The City of Glen Rose (Owner) is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide the following engineering and surveying services for the following projects listed below.

1. Replacement of existing 250,000-gallon bolted steel ground storage tank with a new 250,000-gallon welded steel ground storage tank at the Well Site 3.
2. Installation of a new VFD for the pump station at Well Site 3.

The services to be performed include the Basic Services as detailed in the scope of services shown in *Exhibit A*, attached. The work is authorized under the terms and conditions of the General Services Agreement dated February 11, 2013 between the City of Glen Rose and eHT. The compensation for services shall be for a lump sum amount of \$85,000.00, in accordance with the breakdown shown in *Exhibit B*. Upon execution, this Work Order authorizes eHT to invoice for the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

**City of Glen Rose**

**Enprotec / Hibbs & Todd, Inc.**

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Julia Douglas  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chris Hay, P.E.  
Associate Vice President  
Date: 2/27/23

Attachments: *Exhibits A and B*

**Work Order 40**  
**Exhibit "A"**  
**Scope of Services**

Attached to and Incorporated into by Reference the Work Order No. 40

**SECTION A - BASIC ENGINEERING SERVICES**

The ENGINEER shall furnish BASIC ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement. Performance of the services requested during this phase will be initiated by the ENGINEER promptly and after the OWNER issues a written authorization to proceed.

I. Design Phase

A. ENGINEER shall:

1. Consult with the OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER.

B. After acceptance by OWNER of the defined project scope and design requirements of the Project desired by OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection and authorization, prepare Design Phase documents consisting of final design criteria, drawings, specifications and written descriptions of the Project.
2. Advise OWNER if additional reports, data, information, or Services of the types not contained in this Agreement are necessary and assist OWNER in obtaining such reports, data, information, or Services.
3. Based on the information contained in the Design Phase documents, submit a revised opinion of probable construction cost and any adjustments to Total Project costs known to ENGINEER.
4. Perform or provide the following additional Preliminary Design Phase tasks or deliverables at the 90% completion level:
  - a. Furnish the Preliminary Design Phase documents to and review them with the OWNER.
  - b. Submit to OWNER 3 copies of the Preliminary Design Phase documents and revised opinion of probable construction cost.

C. After acceptance by OWNER of the Design Phase documents and revised opinion of probable construction cost, but subject to any OWNER directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, ENGINEER shall:

1. On the basis of the above acceptance, direction and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractors.
  2. Advise OWNER of any adjustments to the opinion of probable construction cost and any adjustments to Total Project Costs known to ENGINEER.
  3. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
  4. Submit 3 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER. Print additional copies of documents as required during bidding.
- D. The prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement are as follows:
1. Replacement of existing 250,000-gallon bolted steel ground storage tank with a new 250,000-gallon welded steel ground storage tank at the Well Site 3.
  2. Installation of a new VFD for the pump station at Well Site 3.

## II. Bidding Phase

- A. After acceptance by OWNER of the Bidding Documents, ENGINEER shall:
1. Assist OWNER in advertising for and obtaining bids and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process Contractor deposits or charges for the Bidding Documents.
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  4. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals (including a written recommendation for contract award) and in assembling and awarding contracts for the Work.
- B. The prime contracts for Work designed or specified by ENGINEER upon which ENGINEER's compensation has been established under this Agreement are based on two separate bid packages as follows:
1. Replacement of existing 250,000-gallon bolted steel ground storage tank with a new 250,000-gallon welded steel ground storage tank at Well Site 3.
  2. Installation of a new VFD for the pump station at Well Site 3.

### III. Construction Phase

- A. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the plans, specifications, and contract documents; the Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work; the Consultant will not be responsible for the techniques and sequences of construction and the Consultant will not be responsible for the Client's and/or the Contractor's failure to perform the construction work in accordance with the plans, specifications, and contract documents; and during such visits and on the basis of the Consultant's on-site observations as an experienced and qualified design professional, the Consultant will keep the Client informed of the progress of the work and will endeavor to guard the Client against defects and deficiencies in the work of the Client and/or the Contractors, and will disapprove work as failing to conform to the plans and specifications, and contract documents.
- B. Check samples, catalog data, shop drawings, laboratory, shipping and mill tests of materials and equipment and other data which the Contractor is required to submit, only for the conformance with the design concept of the Project and compliance with the information given by the plans, specifications, and contract documents; and accept or frequent all such submittal data furnished by the Contractors, materials used, and work performed by the Contractor as either complying or not complying with the intent of the plans, specifications and contractor documents.
- C. Consult and advise the Client, act as the Client's representative at the Project site, issue all instructions of the Client to the construction contractors that do no conflict with good engineering practice, and prepare routine change orders as required.
- D. Based on the Consultant's on-site observations as an experienced and qualified design professional and on the Consultant's review of the Contractor's applications for payment, determine the amount owing to the Contractor in such amounts; such approvals payment to constitute a representation to the Client, based on such observations and review and data comprising such applications, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information, and belief, the quality of work is in accordance with the plans, specifications and contract documents, subject to the result of the subsequent testing called for in the specifications and contract documents and any qualifications stated in the approval.
- E. Conduct, in company with the Client's representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the plans, specifications, and contract documents, and prepare a list of construction deficiencies for Contractor remedy, and recommend in writing final payment to the Contractor.
- F. Make an inspection of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.
- G. Prepare resolution for consideration by the Client for acceptance of the completed project.

**Work Order 40**  
**Exhibit "B"**  
**Payment**

Attached to and Incorporated into by Reference the Work Order No. 40

This Exhibit, referred to in and part of the Agreement between the OWNER and ENGINEER, establishes the compensation to be paid to the ENGINEER for the services outlined under Exhibit A.

I. *For Basic Services Having a Determined Scope - Lump Sum Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, as follows:

1. Lump Sum Amount of \$65,000.00 for Basic Services based on the following assumed distribution of compensation. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

TASK I	Design Documents	\$	45,000.00
TASK II	Bidding Phase	\$	6,000.00
TASK III	Construction Administration	\$	14,000.00

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.
3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

II. *For Designated Additional Engineering Services Having a Defined Scope – Lump Sum Method of Payment:*

A. OWNER shall pay ENGINEER for designated Additional Engineering Services having a defined scope set forth in Exhibit A as follows:

1. Lump Sum Amount of \$5,000.00 for topographical survey for engineering design.
2. Lump Sum Amount of \$5,000.00 for geotechnical investigation for the tank foundation design.
3. Lump Sum Amount of \$10,000.00 for part-time construction inspection services

III. *For Additional Engineering Services Not Having a Defined Scope - Time and Expense Method of Payment*

- A. OWNER shall pay ENGINEER for services not having a defined scope in accordance with the attached Schedule of Charges. Services will not be performed unless authorized in writing by the OWNER

B. Schedule of Charges

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<b>PROFESSIONAL/ TECHNICAL SERVICES</b>	Principal .....	\$240.00/hour
	Senior Project Manager .....	\$200.00/hour
	Project Manager .....	\$175.00/hour
	Registered Professional Land Surveyor .....	\$160.00/hour
	Engineering Technician I .....	\$140.00/hour
	Engineering Technician II .....	\$115.00/hour
	CAD1 .....	\$135.00/hour
	CAD2 .....	\$105.00/hour
	Administrative .....	\$75.00/hour
	3-Man Survey Crew .....	\$235.00/hour
	2-Man Survey Crew .....	\$210.00/hour
	1-Man Survey Crew .....	\$185.00/hour

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<b>EQUIPMENT</b>	Automobile/Pickup Truck .....	Current IRS rate per mile
	Geotechnical & Environmental Monitoring Equipment .....	Separate Schedule
	Construction Materials Testing .....	Separate Schedule

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<b>TRAVEL TIME</b>	Travel Time will be charged at regular hourly rates, for actual time involved.	
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<b>OUTSIDE SERVICES/ PRINTING</b>	Rental of equipment not ordinarily furnished by eHT and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ....	
	Cost + 10%	

## SECTION B - ADDITIONAL ENGINEERING SERVICES

The following Additional Engineering Services shall be provided by the ENGINEER upon written authorization by the OWNER.

### I. Designated Additional Engineering Services

- A. Provide topographical survey for engineering design.
- B. Provide geotechnical investigation for tank foundation design.
- C. Provide part-time construction inspection during the construction phase(s).

### II. Potential Additional Engineering Services

- A. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other caused beyond ENGINEER's control.
- B. Furnishing services of ENGINEER's Consultants for other than Basic Services or designated Additional Engineering Services.
- C. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, project peer review, value engineering, and constructability review request by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- D. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof, not specifically set-out in this Agreement as a separate Prime Contract.
- E. Assistance in connections with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- F. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- G. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project, with the exception of land and/or rights-of-way condemnation proceedings set forth under designated Additional Engineering Services.
- H. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement