

November 6, 2023

Honorable Joe Boles, Mayor City of Glen Rose 201 NE Vernon St. Glen Rose, Texas 76043

Re: Amendment 1: Project No. 5722, Work Order No. 40 under General Services Agreement

Dear Mayor Boles:

The City of Glen Rose (Owner) is requesting Enprotec / Hibbs & Todd, Inc. (eHT) to provide additional engineering and surveying services for Work Order No. 40 (WO #40) under the General Services Agreement executed on April 11, 2023, which is incorporated herein by reference. The scope of services outlined in Exhibit "A" of WO #40 shall be amended to add engineering services for the replacement of the Well #5 Ground Storage Tank, Well 3 VFD Improvements, and Well 4 VFD Improvements.

The services to be performed include the Basic Services as detailed in the scope of services shown in Exhibit "A" of WO #40, as amended above. 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, and under the executed WO #40 dated April 11, 2023. The compensation for services shall be for a lump sum amount that represents an increase of \$127,000.00 to the original work order, in accordance with the breakdown shown in Exhibit 1A (attached), which will be added to the original compensation outlined in Work Order No. 40. Upon execution, this Amendment to Work Order No. 40 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.

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Enprotec / Hibbs & Todd, Inc.

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Joe Boles Mayor Date:		Chris Hay, P.E. Associate Vice President Date:
Attachments:	Exhibits 1A WO #40	

Environmental, Civil & Geotechnical Engineers

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PE Firm Registration No. 1151 PG Firm Registration No. 50103 RPLS Firm Registration No. 10011900

## Work Order 40 – Amendment 1 Exhibit "1A" Payment

Attached to and Incorporated into by Reference to Amendment 1 for 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 Amendment 1 of Work Order No. 40. The fees indicated below shall be in addition to the fees referenced in Exhibit B of the executed Work Order No. 40.

1. <u>Description of increase in fee for Services per this amendment:</u>

A. The work order line item fees shall be increased by the amounts listed as follows:

1.Task I Des	sign Documents	\$	60,000.00
2. Task II Bid	ding Phase	\$	6,000.00
3. Task III Cor	struction Administration	\$	19,000.00
4. Designated Additional Services			
1. Des	sign Survey	\$	5,000.00
2. Geo	otechnical Investigation	\$	7,000.00
3. Cor	struction Materials Testing	\$	15,000.00
4. Cor	struction Inspection (Part-time)	\$	15,000.00

Based on the increases listed above, the TOTAL revised Work Order Fees shall be adjusted to the following:

- II. For Basic Services Having a Determined Scope Lump Sum Method of Payment
  - A. OWNER shall pay ENGINEER for Basic Services set forth Work Order No. 40 as amended, as follows:
    - Lump Sum Amount of \$150,000.00 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	\$ 105,000.00
TASK II	Bidding Phase	\$ 12,000.00
TASK III	Construction Administration	\$ 33.000.00

- 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.
- 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.

- III. <u>For Designated Additional Engineering Services Having a Defined Scope Lump Sum Method</u> of Payment:
  - A. OWNER shall pay ENGINEER for designated Additional Engineering Services having a defined scope set forth in Work Order No. 34 as amended as follows:
    - 1. Lump Sum Amount of \$10,000.00 for design survey services.
    - 2. Lump Sum Amount of \$12,000.00 for geotechnical investigation.
    - 3. Lump Sum Amount of \$15,000.00 for construction materials testing.
    - 4. Lump Sum Amount of \$25,000.00 for part time construction inspection.
- IV. <u>For Additional Engineering Services Not Having a Defined Scope Time and Expense Method</u> 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: Refer to Work Order No. 40, Exhibit "B".