

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2025-10014  
CITY OF TOMBALL  
ELECTRICAL STUDY & REPORT – WATER WELLS**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Oller Engineering, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to conduct an evaluation and report on existing electrical at specific water booster stations and wells (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

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

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and

agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

### **SECTION IV. TIME FOR PERFORMANCE**

The time for performance is an estimated 120 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

### **SECTION V. COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

## **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

## **SECTION VII. ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$10,000, including reimbursable expenses as identified in Exhibit "A".

## **SECTION VIII. INSURANCE**

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

## **SECTION IX. TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Oller Engineering, Inc.  
Attention: Rich Oller, PE, President  
2811 S. Loop 289, Suite 17  
Lubbock, Texas 79416

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

**SECTION XI.  
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.  
SUCCESSORS AND ASSIGNS**

The City and Engineer 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. Neither the 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 any public body which may be a party hereto.

**SECTION XIII.  
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.  
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.**  
**MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this 21<sup>st</sup> day of April, 2025.

**Company Name: Oller Engineering, Inc.**

Rich Oller

Name: Rich Oller

Title: President / CEO

**CITY OF TOMBALL, TEXAS**

David Esquivel, City Manager

ATTEST:

Shannon Bennett, Assistant City Secretary

# EXHIBIT A

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

*Prepared by*

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

*A practice division of the*

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

Adapted for Exclusive Use of  
OLLER ENGINEERING, INC.

August 1989

Amended January 1993

EJCDC No. 1910-19 (1985 Edition)

OEI Study/Report



This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
STUDY AND REPORT  
PROFESSIONAL SERVICES**

This is an Agreement made as of April 14, 2025 between City of Tomball, Texas (OWNER) and Oller Engineering, Inc. (ENGINEER).

OWNER employs ENGINEER to perform professional engineering services, to serve as OWNER's professional engineering representative and to provide professional engineering consultation and advice for a professional fee (as set forth below) in connection with "Evaluation and Report on Existing Electrical at Specific Water Booster Stations and Wells as Designated by the Director of Public Works" (the "Assignment"). The Assignment Scope of Services is as follows:

The Director of Public Works has identified specific water booster station and water wells that an evaluation of the existing electrical services and disconnects need to be inspected for compliance with National Electrical Code (NEC). In addition all panels and internal wiring shall be inspected for compliance with proper codes for size and amperage ratings. A report of the findings and recommendations shall be prepared along with an OPCC for any and all recommended upgrades to the Director of Public Works.

SECTION 1- BASIC SERVICES OF ENGINEER

1.1. After written authorization to proceed, ENGINEER shall perform the following professional services:

1.1.1. consult with OWNER to clarify and define OWNER's requirements for the Assignment and review available data;

1.1.2. advise OWNER as to the necessity of OWNER's providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;

1.1.3. provide analyses of OWNER's needs with evaluations and comparative studies of prospective solutions;

1.1.4. prepare a Report of ENGINEER's findings and recommendations and furnish five (5) copies of the Report and review it in person with OWNER.

1.2. The duties and responsibilities of ENGINEER described above are supplemented and amended as indicated in paragraph 1 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters" which is attached to and made a part of this Agreement.

SECTION 2 ADDITIONAL SERVICES

2.1. If authorized in writing by OWNER, Additional Services related to the Assignment will be performed by ENGINEER for an additional professional fee.

SECTION 3 OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. provide all criteria and full information as to OWNER's requirements for the Assignment and designate in writing a person with authority to act on OWNER's behalf on all matters concerning the Assignment;

3.2. furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement;

3.3. arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder;

3.4. perform such other functions as are indicated in paragraph 2 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters"; and

3.5. bear all costs incident to compliance with the requirements of this Section 3.

#### SECTION 4—PERIOD OF SERVICE

4.1. ENGINEER's Basic Services will be performed and the Report submitted within the time period or by the date stipulated in paragraph 3 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters."

4.2. ENGINEER's Basic Services under this Agreement will be considered complete at the earlier of (1) the date when the Report is accepted by OWNER or (2) thirty days after the date when the Report is submitted for final acceptance, plus in each case, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Report.

4.3. ENGINEER's Additional Services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.4. If any time period within or date by which any of ENGINEER's services are to be completed is exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

#### SECTION 5—PAYMENTS TO ENGINEER

##### **5.1. Methods of Payment for Services of ENGINEER.**

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for all Basic Services rendered under Section 1 on the basis set forth in Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters".

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for all Additional Services rendered under Section 2 on the basis agreed to in writing by the parties at the time such services are authorized.

5.1.3. *Reimbursable Expenses.* In addition to the payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic Services and Additional Services.

5.2. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. ENGINEER's above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the Report.

5.4. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

#### SECTION 6—COST CONTROL

6.1. OWNER's budgetary requirements and considerations in respect of the Assignment are set forth in paragraph 5 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters."

6.2. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

## SECTION 7—GENERAL CONSIDERATIONS

7.1. All documents prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and ENGINEER shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by OWNER or others. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.2. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

7.3.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.3.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.3.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall

prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.4. ENGINEER agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for OWNER under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.

7.5. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and ENGINEER's consultants from and against any and all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCB's, petroleum, hazardous waste, or radioactive material at, on, under or from the study site. ENGINEER's total liability to OWNER and anyone claiming by, through or under OWNER for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

7.6. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's consultants or any of them, shall not exceed the total compensation received by ENGINEER or 100,000

dollars, whichever is less, based on comparative negligence principles.

7.7 OWNER and ENGINEER hereby certify that each are bound by the policy of non-discrimination and equal employment opportunity and/or committed to complying with all governmental laws and regulations including Executive Order 11246; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963; Minorities and Women (41 CFR, Part 60-1.4A); Disabled Veterans/Armed Forces Service Medal Veterans/Recently separated Veterans / Other Protected Veterans (41 CFR, Parts 60.250.5 and 60.300.5); Qualified Individuals with Disabilities (45 CFR, Part 60-741.5); inclusive of amendments to any of them, and any other applicable local, state or federal statute or regulation. Both

parties agree that the contents of this paragraph shall be included in all other subcontracts issued by either party pursuant to this Agreement.

7.8. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.9. This Agreement (consisting of pages 1 to \_\_\_\_\_ inclusive) together with Exhibit SR-A constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit SR-A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

[The rest of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: City of Tomball, Texas

ENGINEER: Oller Engineering, Inc.

Drew Huffman

  
Rich Oller, PE

Title: Director of Public Works

Title: President | CEO

Address for giving notices:

Address for giving notices:

501 James St.

2811 S. Loop 289 Suite 17

Tomball, TX 77375

Lubbock, TX 79416

[The rest of this page left blank intentionally.]

**Further Description of Basic Services, Duties of Owner,  
Method of Payment and Related Matters**

This is an exhibit attached to and made a part of the Agreement dated April 14, 2025 between City of Tomball, Texas (OWNER) and Oller Engineering, Inc. (ENGINEER) for study and report professional services.

1. The Scope of Services to be provided by ENGINEER shall include the following:

The Director of Public Works has identified specific water booster station and water wells that an evaluation of the existing electrical services and disconnects need to be inspected for compliance with National Electrical Code (NEC). In addition all panels and internal wiring shall be inspected for compliance with proper codes for size and amperage ratings. A report of the findings and recommendations shall be prepared along with an OPCC for any and all recommended upgrades to the Director of Public Works.

2. The Basic Services of ENGINEER as described in Section 1 of said Agreement are amended and supplemented as follows:

N/A

3. The responsibilities of OWNER as described in Section 3 of said Agreement are amended and supplemented as follows:

None

4. The time period for the performance of ENGINEER's Services is as follows:

Project is Completed

5. Payment for Services is as follows:

- A. **Basic Services:** Compensation will be [a lump sum amount of \$10,000.00.] [~~a fixed fee of \$\_\_\_\_\_ plus an amount equal to ENGINEER's Direct Labor Costs times a factor of \_\_\_\_\_ for all Basic Services rendered by principals and employees engaged directly on the Assignment.~~] [on the basis of (Direct Labor Costs) (Salary Costs) times a factor of \_\_\_\_\_ for all Basic Services rendered by principals and employees engaged directly on the Project.
- B. **Additional Services:** Compensation will be an hourly rate of \$185.00/hour and all additional work shall be approved by City prior to starting any additional services.
- (1) ~~Salary Cost:~~ ~~Salary Cost is defined as the cost of salaries paid to ENGINEER's personnel plus payroll burden (including, but not limited to Social Security contributions, Federal and State Unemployment taxes, Workers' Compensation, health and retirement benefits, incentive pay, sick leave, vacation and holiday pay applicable thereto), for the number of hours devoted to the work covered by this Agreement.~~
- (2) **Reimbursable Expenses:** Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER's field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
- a. Transportation by ENGINEER's vehicles: at ENGINEER's standard rates.
  - b. Reproduction performed in ENGINEER's office: at prevailing commercial rates.
  - c. Computer services: at ENGINEER's standard rates.
  - d. All others: actual cost to ENGINEER plus a 10 percent service charge.

6. OWNER has established the budget for this project at \_\_\_\_\_.

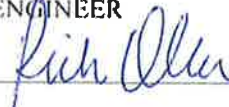
7. (Other)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER

\_\_\_\_\_  
Director of Public Works  
Title

ENGINEER

  
\_\_\_\_\_  
President | CEO  
Title