

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and BIRKHOFF, HENDRICKS, & CARTER, L.L.P., a Texas Limited Liability Partnership (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in Custer Elevated Storage Tank Exterior Repaint, Rowlett Elevated Storage Tank Exterior Repaint, and Custer Ground Storage Reservoir Nos. 1 and 2 Exterior Repaint (the “Project”) on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I  
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II  
Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional

skill and care of a competent engineer or architect, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

### **Article III Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the

Professional shall be monthly based on the Professional’s monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional’s employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of “AS BUILT” drawings, or record drawings, as applicable.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

**Article V**  
**Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional’s standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from

time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public

property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger  
City Manager  
City of Allen, Texas  
3rd Floor, Allen City Hall  
305 Century Parkway  
Allen, Texas 75013  
214.509.4110 - telephone  
214.509.4118 - fax

With a copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
214.965.9900 – telephone  
214.965.0010 - fax

If intended for Professional:

**Birkhoff, Hendricks & Carter, L.L.P.**

Attn: John W. Birkhoff, P.E.  
Managing Partner  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243  
214-361-7900 - telephone  
214-461-8390 - fax

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and

hired and/or operated by Professional, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by the City
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of

insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

*(Signature Page to Follow)*



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF ALLEN, TEXAS

By: \_\_\_\_\_  
Eric Ellwanger, City Manager

ATTEST:

By: \_\_\_\_\_  
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

EXECUTED this 9<sup>th</sup> day of AUGUST, 2021.

Birkhoff, Hendricks & Carter, L.L.P.

By: John W Birkhoff  
Name: John Birkhoff. P.E.  
Title: Managing Partner

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**(TO BE ATTACHED)**

# **EXHIBIT “A”**

## **ENGINEERING SERVICES FOR**

### **CUSTER ELEVATED STORAGE TANK EXTERIOR REPAINT ROWLETT ELEVATED STORAGE TANK EXTERIOR REPAINT CUSTER GROUND STORAGE RESERVOIR NOS. 1 AND 2 EXTERIOR REPAINT**

#### **PART 1: PRELIMINARY DESIGN**

Provide engineering services to prepare specifications and bidding documents for the Exterior Repaint of the Custer Elevated Storage Tank, Exterior Repaint of the Rowlett Elevated Storage Tank, and the Exterior Coating of the Custer Ground Storage Reservoir No. 1 and 2 (precast concrete).

- 1) Complete topographic surveys at the sites to identify current conditions, locate existing fence, locate access, and locate wireless buildings and structures on the Custer and Rowlett Elevated Storage Tank sites and the Custer Pump Station Site.
- 2) Complete site visit to each site to visually see site and determine working constraints.
- 3) Prepare preliminary plan sheets for Custer Elevated Storage Tank, Rowlett Elevated Tank Site and Custer Ground Storage Reservoir No. 1 and 2 Site. Plans will include site plan, photo sheet, aerial photograph sheets, and any details determined from site visit and field surveys.
- 4) Prepare specifications for abrasive blasting & coating the exterior of the Custer Elevated Tank and the Rowlett Elevated Tank. Specifications will include requirement for containment system including roof bonnet.
- 5) Prepare specifications for water blasting and coating the exterior of the Custer Ground Storage Reservoir No. 1 and 2.
- 6) Include in specifications and proposal for removal of ladder cages and upgrade fall protection systems to Honeywell Sol Glidelock Systems.

- 7) Elevated Tank Plans will include City of Allen logo to include dimensional take-offs from tanks to achieve appropriate logo scale.
- 8) The project will be put together in two parts and bid as two separate bid packages.
  - Part 1 - Custer Elevated Tank and Custer Ground Storage Reservoir No. 1.
  - Part 2 - Rowlett Elevated Storage Tank and Custer Ground Storage Reservoir No. 2
- 9) Submit Preliminary Plans, Technical Specifications, and Competitive Low Proposal Requirements in electronic format to the City for review.
- 10) Meet with the City of Allen to discuss preliminary plans and specifications.

## **PART 2: FINAL DESIGN**

- A. Revise and finalize Preliminary Plan Sheets, Specifications, and Competitive Low Proposal Requirements, incorporating City comments.
- B. Formulate opinion of probable construction cost based on final plans.
- C. Prepare final bid documents including bid proposal forms, construction plans, specifications and front-end contract documents. Front end contract documents will be provided by City.
- D. Submit 95% Plans, Technical Specifications, Proposal and Bid Schedule, and Competitive Low Proposal Requirements in electronic format to the City for review.

## **PART 3: ADDITIONAL SERVICES**

### **A. SEALED COMPETITIVE PROPOSALS (BID PHASE)**

- 1) Submit one set of Final Plans, Technical Specifications, Bid Schedule, and Competitive Low Proposal (bidding) Documents in PDF format to the City for their use in electronically advertising and distributing documents. The project will have two separate bid packages. The first bid package, Part 1 being painted in 2021-2022 and the second bid package, Part 2 being painted in 2022-2023.
- 2) BHC will send Notice of Proposal to painting contractors.

- 3) Assist City during opening of proposals.
- 4) Check references provided for all proposal packages received.
- 5) Review submittal and compile material, and check if requested information was submitted at time of bid, complete in spreadsheet.
- 6) Follow-up with each proposer that did not submit full package and request missing data, if allowed by City Purchasing Department.
- 7) Provide spreadsheet to City selection committee of data received, reference comments and original submittal data for evaluation.
- 8) Assist selection committee in selection process.

**B. CONSTRUCTION PHASE**

- 1) Attend City's Pre-Construction Conference at City Facilities.
- 2) No paper copies of the conformed plans will be issued. All documents will be in PDF format for construction purposes.
- 3) Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review of shop drawing submissions is solely for their conformance with the design intent and conformance with information given in the construction documents. Birkhoff, Hendricks & Carter L.L.P. shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operation of construction, safety precautions and programs incidental thereto, all of which are the Contractors responsibility. Electronic copy of shop drawings in which no exceptions, or make corrections noted are taken by Birkhoff, Hendricks & Carter L.L.P. will be provided to the City. All shop drawings will be completed electronically in PDF format.
- 4) Provide written responses to requests for information or clarification.

- 5) Accompany the City during their final inspection of the project. This will include climbing the tank.
- 6) The design engineer will visit the site as requested by the City. These visits specifically exclude any responsibility by the Engineer for job safety or means and methods of construction.
- 7) Change orders will be prepared by the City. BHC will assist in the preparation and review as requested by the city.
- 8) Monthly pay requests will be prepared by the City. BHC will review and validate the pay request as requested by the city.

C. QUALITY CONTROL SERVICE:

- 1) Quality Control Services will be provided by Henley-Johnston of Dallas, Texas. Services will include observation and confirmation of surface preparation, monitoring of ambient conditions and the testing of the applied coatings.
- 2) Daily field reports will be prepared for each site visit and will include photographs.
- 3) Custer Elevated Storage Tank includes a budget for 30 site visits
- 4) Rowlett Elevated Storage Tank includes a budget for 30 site visits.
- 5) Custer Ground Storage Reservoir No. 1 includes a budget for 5 site visits.
- 6) Custer Ground Storage Reservoir No. 2 includes a budget for 5 site visits.

D. RECORD DRAWINGS

Prepare record drawings utilizing City and Contractor record information, if requested by the City. Submit record drawings in electronic format, PDF and .dwg.

E. COMMUNICATION EQUIPMENT REMOVAL

Assist City Staff working with wireless providers, City and County Emergency Services Staff/Vendors for the removal of equipment to provide a safe working space for the City's painting contractor. This assistance is on an as needed basis as required by the City.

**PART 4: EXCLUSIONS**

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Fees for permits or advertising
- C. On-site safety precautions, programs and responsibility.
- D. Phasing of Contractors work.
- E. Providing an on-site representative.
- F. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- G. Preparation of bidding documents.
- H. Preparation of change orders.
- I. Paper copies of documents. All documents to be electronic.

**PART 6: INFORMATION TO BE PROVIDED BY THE CITY**

- A. Record drawings of the Custer Elevated Storage Tank.
- B. Record drawings for the Rowlett Elevated Storage Tank.
- C. Record drawings of the Custer Ground Storage Reservoir No. 1 and 2.
- D. Access to the elevated tank sites and access to the Custer Road and Custer Road Pump Station site.

**PART 7: PROJECT SCHEDULE**

Notice to Proceed .....	August 11, 2021
Begin Field Surveys .....	August 13, 2021
Submit Preliminary Plans to City for Review .....	September 10, 2021
Receive Review Comments from City .....	September 17, 2021
Complete Final Plans .....	September 24, 2021
Advertise Project Part One .....	September 26, 2021
Open Part One Proposals .....	October 12, 2021
Evaluate Part One Proposals .....	October 20, 2021
Award Part One Contract .....	November 9, 2021
Bidding of Part Two projects will be scheduled for fall of 2022	

**PART 8: COMPENSATION**

Payment for Basic Engineering Services shall be lump sum, and payment for Additional Engineering Services shall be on the basis of salary cost times 2.40, with expenses at invoice cost times 1.15. Field Survey Crew will be billed at a rate of \$175.00 per hour. Maximum fee not to exceed amount of \$146,500.00.



**SUMMARY OF BASIC SERVICES**

**Custer Elevated Storage Exterior Repaint:**

Preparation of Bidding Documents (Lump Sum) ..... \$25,000.00

**Rowlett Elevated Storage Exterior Repaint:**

Preparation of Bidding Documents (Lump Sum) ..... \$25,000.00

**Custer Ground Storage Reservoir Exterior Repaints:**

Preparation & Bidding Documents (Lump Sum) ..... \$15,000.00

**Total Amount for Basic Services** **\$65,000.00**

**SUMMARY OF ADDITIONAL SERVICES**

Bidding (2 bids Part I Fall of 2021 and Part 2 Fall of 2022) ..... \$13,500.00

Construction (2 phases- Part 1 2021-2022 and Part 2 2022-2023 \$10,000 each phase) ..... \$20,000.00

Quality Control (2 phases - \$20,000 each phase) ..... \$40,000.00

Record Drawings ..... \$1,000.00

Communication Equipment Removal ..... \$7,000.00

**Total Amount for Additional Services** **\$81,500.00**

**TOTAL:** ..... **\$146,500.00**

Payments are to be made monthly based on percent complete as determined by Birkhoff, Hendricks & Carter, L.L.P. Invoices shall include a breakdown of costs by task, a summary of billings to date of invoice for each task, and the balance remaining for each task (as well as the total contract remaining). City agrees to pay within 30-days upon receipt.