

City of Lincoln Lancaster County Railroad Transportation Safety District

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into by and between City of Lincoln Lancaster County Railroad Transportation Safety District (the "RTSD") and

In consideration of the mutual covenants herein contained, the RTSD hereby agrees to engage Engineer to perform engineering and related professional services hereinafter outlined in connection with

SECTION I — SCOPE OF SERVICES

Engineer agrees to timely and professionally complete the Work described herein, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this Agreement for the services listed in the Scope of Services (the "Scope"), attached hereto. Such Scope of Services may also be referred to as "the Work." To the extent that the Scope, Engineer's proposal, or any other attachment hereto is in conflict with this Agreement, this Agreement shall control.

SECTION II — COMPENSATION

For the services or Work covered by this Agreement, the RTSD agrees to pay Engineer as follows:

- A. **Basic Services.** Engineer shall be paid the compensation set forth in the fee schedule incorporated into the Scope attached hereto, plus all allowed actual expenses and the total of all fees and allowed actual expenses shall not exceed \$_____ without written consent of the RTSD. The RTSD is not responsible for fees or expenses incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the project schedule incorporated into the Scope attached to this Agreement unless otherwise agreed to in writing by the RTSD.
- B. **Additional Services or Change in Scope.** The RTSD may from time to time, require additional services or one or more changes in the Scope from Engineer. Such services, including the amount of compensation for such services, which are mutually agreed upon by and between the RTSD and Engineer, shall be effective when incorporated in written amendments to this Agreement. Additional services and changes to the Scope shall not begin until the amendment is executed.

- C. **Cost Overruns.** Engineer is responsible for determining if its actual fees or expenses will exceed the maximum amount stated above. If at any time during the Work, Engineer determines that its fees or expenses will exceed, or have exceeded the maximum amount stated above, Engineer must immediately notify the RTSD in writing and describe which fees or expenses are causing the overrun and the reason. Engineer must also estimate the additional fees or expenses needed to complete the Work. The RTSD will then determine if the maximum amount is to be increased, remain the same, or determine if the scope of the Work needs to be modified or terminated. An amendment will be prepared if cost overruns are authorized by the RTSD.
- D. **Notice to Proceed.** Following execution of this Agreement, the RTSD shall provide written notification to Engineer to proceed. Engineer shall not begin the Work under this Agreement until specified in the Notice to Proceed.
- E. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this Agreement, but in no event shall the term extend beyond _____, unless approved extensions are issued by written amendment.
- F. **Invoices.** Unless otherwise set forth in the attachments, invoices shall be delivered by Engineer to the RTSD in monthly intervals. Invoices must present activities of Engineer and/or any subcontractors showing not less than actual hours worked, hourly rates applied, actual expenses incurred unless otherwise specified in the Scope, and any applicable supporting documentation, such as, but not limited to, receipts. All invoices shall be in a format acceptable to the RTSD.
- G. **Progress Reports.** Invoices shall be substantiated by written progress reports which indicate the percentage of the Work completed or other metrics of progress agreed to or reasonably requested by the RTSD or as set forth in the proposal or Scope. A written progress report shall be provided to the RTSD each month even if Engineer does not submit a monthly invoice. Engineer shall provide a progress report within a reasonable time after a request for such report by the RTSD, separate and apart from the billing process.
- H. **Payment.** The RTSD shall pay Engineer within thirty (30) days of approval of Engineer's invoices. The RTSD may reject all or part of any invoice for any reasonable cause. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the Work and whether the RTSD determines that the Work is satisfactory. Upon determination that the Work was adequately substantiated and satisfactory, payment will be made in the amount of one hundred percent (100%) of the billed actual costs and hourly fees, unless provided for otherwise in the Scope. After Engineer has completed all Work required under this Agreement, a final invoice shall be submitted to the RTSD. Upon acceptance of the

Work by the RTSD and final payment is made, an audit of all invoiced amounts may be completed by the RTSD or its authorized representative.

- I. **Final Payment.** The acceptance of the final payment will constitute and operate as a release to the RTSD for all claims and liability of Engineer, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this Agreement or any part thereof. Engineer agrees to reimburse the RTSD for any overpayments.

SECTION III — THE RTSD’S RESPONSIBILITIES

If available, the RTSD will furnish, as required for the Work and not at the expense of Engineer, the following items:

- A. Property, boundary, easement, right-of-way, utility surveys, and property descriptions when such information is required.
- B. All maps, drawings, records, audits, annual reports, and other data that are available in the files of the RTSD and which may be useful in the Work involved under this Agreement, including existing surveys, maps, and boring information for the site. Engineer must identify and specifically request available information by itemized request with sufficient detail to identify existing documents. The RTSD does not warrant or represent that such information is accurate or complete with regard to the Work.
- C. The RTSD will reasonably cooperate with Engineer in order for Engineer to obtain access to public and private property, as necessary, when required in conduct of field investigations.
- D. Charges for review of drawings and specifications by governmental agencies required for concurrence or permits, if any.

SECTION IV — OTHER MATTERS

It is mutually understood and agreed:

- A. **Termination of Agreement.** Termination may occur for any of the following reasons:
 - 1) This Agreement may be terminated by the RTSD or Engineer if the other party fails to adequately perform any material obligation required by this Agreement (“Default”). Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - 2) The RTSD may terminate this Agreement, in whole or part, for any reason for the RTSD’s own convenience upon at least ten (10) calendar days’ written notice to Engineer.
 - 3) The RTSD may terminate this Agreement in whole or in part when funding is not

lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the RTSD. In the event of unavailability of funds to pay any amounts due under this Agreement, the RTSD shall immediately notify Engineer, and this Agreement shall terminate without penalty or expense to the RTSD. Upon termination, the RTSD shall pay Engineer for any approved and documented Work completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

- 4) If the Agreement is terminated by the RTSD as provided in subsection (2) or subsection (3) above, Engineer shall be paid for all Work performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under the compensation section above, up until the date of termination. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of termination.
- 5) Engineer agrees that, upon termination as provided in subsection (1) above, Engineer shall not be employed by any developer or other party who is or may be interested in the Work without prior approval of the RTSD.
- 6) The RTSD reserves the right to withhold payment for services rendered that are not in compliance with this Agreement. Further, the RTSD reserves the right to set off any payments due for services provided by Engineer against any amounts owing by Engineer to the RTSD for any reason.

B. Project Representatives.

_____ will act as the RTSD's Authorized Representative for the Work and _____ will act as Engineer's authorized representative. Engineer's authorized representative shall have direct and responsible charge for timely completing Engineer's responsibilities. All changes and other matters requiring decisions on the part of the RTSD will be administered and directed by the RTSD's authorized representative, to the extent of the authority granted by the Board of Directors of the RTSD.

- C. **Cost Estimates.** Engineer represents that construction estimates are done according to the Scope and shall comply with the current applicable Standard Specifications for Municipal Construction, using unit prices where possible. Engineer does not warrant that contractor bids will be acceptable to the RTSD.
- D. **Signatures and Approvals.** All submittals by Engineer shall be complete for Project purposes and include all required seals, signatures, and approvals.
- E. **Construction Phase Changes.** All design changes made during construction must be approved by the RTSD in a written change order or amendment to this Agreement.
- F. **Advisory Capacity for Disputes.** In disputes between the RTSD and any other

party, Engineer shall advise the RTSD on issues concerning the Work.

- G. **Ownership of Drawings and Specifications.** Upon termination or final payment, drawings, specifications, electronic files, and other work product or deliverables (“information”) shall become the property of the RTSD as soon as payment for the same has been completed or termination has been affected. Engineer may retain copies of all information for its records and use if it so desires. In the event the RTSD elects to use portions of or all of the information contained in the documents prepared for the Work, for any purpose other than the specific purpose for which they were prepared, the RTSD agrees to hold harmless and indemnify Engineer for and against any and all liability in any manner whatsoever arising out of the utilization of such information.
- H. **Engineer’s Supervision; Seal.** All required Work shall be performed under the direct supervision of a registered professional engineer licensed to practice in the State of Nebraska. Engineer also hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and specifications prepared hereunder.
- I. **Independent Contractor.** The RTSD is interested only in the results produced by this Agreement. Engineer has sole and exclusive charge and control of the manner and means of performance. Engineer shall perform as an independent contractor, and it is expressly understood that neither Engineer nor any of its staff are employees of the RTSD and are not entitled to any the RTSD benefits including, but not limited to, overtime, retirement benefits, workers’ compensation, sick leave, injury leave, or other leave provisions.
- J. **Fair Employment.** Engineer shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person’s race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, *Neb. Rev. Stat. § 48-1122*, as amended, or such similar federal law as may be applicable.
- K. **Fair Labor Standards.** Engineer shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
- L. **Insurance; Coverage; Indemnification.**
- 1) Engineer, prior to beginning the Work, agrees to the RTSD’s Indemnification requirements set forth below and shall provide proof of insurance coverage in a form satisfactory to the RTSD, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that Work is performed pursuant to this Agreement. No Work on the Project or pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the RTSD, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless written

consent is given by the RTSD prior to execution of the Agreement. Deductible levels shall be provided in writing from the Engineer's insurer and will be no more than \$25,000.00 per occurrence, unless otherwise agreed upon by the RTSD.

1.1 Workers' Compensation. Engineer shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Engineer shall provide the RTSD with an endorsement for waiver of subrogation. The Engineer shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any Work is performed pursuant to this Contract.

1.2 Commercial General Liability. Engineer shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Engineer shall provide an additional insured endorsement acceptable to the RTSD. The description of operations must state "Blanket coverage for all projects and operations of Engineer" or similar language that meets the approval of the RTSD, which approval shall not be unreasonably withheld. If Work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Engineer must provide proof acceptable to the RTSD that any exception for such Work in the Engineer's commercial general liability policy has been removed or deleted.

1.3. Automobile Liability. Engineer shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.4. Professional Liability; Errors and Omissions. Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Engineer in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Engineer shall maintain this policy for a minimum of two (2) years after completion of the Work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Engineer.

1.5. Cyber Insurance. Engineer shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and

regulatory defense) in an amount of not less than \$1,000,000.00. Such insurance shall be maintained in force at all times during the term of the Agreement and for a period of two years thereafter for services completed during the term of the Agreement.

1.6. Railroad Contractual Liability Insurance. If Work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, Engineer must provide proof acceptable to the RTSD that any exception for such Work in Engineer's commercial general liability policy has been removed or deleted.

1.7. Railroad Protective Liability. If Work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, Engineer shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the RTSD prior to any related construction or entry upon railroad premises by Engineer or for Work related to the Agreement.

- 2) Additional Insured. An Additional Insured endorsement, or other proof that is acceptable to the RTSD, shall be provided to RTSD naming the RTSD as additional insured under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the RTSD being secondary or excess**.
- 3) Certificates. Engineer shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Engineer shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the RTSD within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Engineer shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of RTSD to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- 4) Umbrella or Excess Liability. Engineer may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement.

- 5) Minimum Scope of Insurance. All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverages are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A: VII unless specific approval has been granted by the RTSD otherwise.
- 6) Indemnification. To the fullest extent permitted by law, the Engineer shall indemnify, defend, and hold harmless the RTSD, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Engineer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Engineer shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section.
- 7) Reservation of Rights. The RTSD reserves the right to require a higher limit of insurance or additional coverages when the RTSD determines that a higher limit or additional coverage is required to protect the RTSD or the interests of the public. Such changes in limits or coverages shall be addressed in an amendment to the Agreement.

M. **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the sovereign immunity of the RTSD.

N. **Copyrights, Royalties, and Patents; Warranty.**

- 1) Without exception, Engineer represents and warrants that the consideration for this Agreement includes Engineer's payment, if any, for any and all royalties or costs due any third party arising from patents, trademarks, copyrights, and other similar intangible rights claimed by any such third party in any way involved with or related to the Work provided herein by Engineer pursuant to this Agreement. Further, Engineer shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Engineer represents that all materials, processes, or other protected rights, if any, to be used in the creation of the Work have been duly licensed or authorized by the

appropriate parties for such use. Engineer agrees to furnish the RTSD upon demand written documentation of such license or authorization and if unable to do so, Engineer agrees that the RTSD may withhold a reasonable amount from Engineer's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

- 2) Engineer shall indemnify the RTSD and defend suits or claims for infringement for damages, including but not limited to attorney's fees, of any patent, copyright, trademark, or other intangible rights that Engineer has used in the course of performing this Agreement.
 - 3) Engineer represents and warrants to the RTSD that it is free to enter into this Agreement and that its performance thereunder will not conflict with any other Agreement to which Engineer may be a party. Engineer represents and warrants to the RTSD that the Work is unique and original, is clear of any claims or encumbrances, and does not infringe on the rights of any third parties.
 - 4) Engineer agrees to and hereby transfers all right, title, and interest, including those of a property or copyright nature, in any reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Engineer without express written consent of the RTSD. The RTSD shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the RTSD deems appropriate. Engineer warrants that all materials, processes or other protected rights to be used have been duly licensed or authorized for the RTSD's use.
- O. **Engineer's Standard of Care.** In providing the Work under this Agreement, Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Engineer and by mutual agreement between the parties, Engineer will, without additional compensation, correct those services not meeting the standard set forth herein. Engineer further agrees that the Work provided shall conform to the requirements of this Agreement.
- P. **Compliance with Law.** Engineer shall comply with all Federal, State, and local laws, rules, and regulations applicable to the Work, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by the law or regulations that relate to the Work.
- Q. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.

- R. **Integration; Amendment; Assignment; Severability; Waiver.** This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. Any assignment or transfer of any of the Work to be performed by Engineer is hereby prohibited unless prior written consent of the RTSD is obtained. This Agreement shall be binding upon the successors and assigns of the parties hereto. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- S. **Audit and Review.** This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code, and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. Engineer shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at Engineer's office at all reasonable times during the Agreement term and for five (5) years from the date of final payment under this Agreement. Such materials must be available for inspection by the RTSD, State of Nebraska, Federal Highway Administration (FHWA), or any authorized representative of the state or federal governments and, when requested, Engineer shall furnish copies.
- T. **Federal Immigration Verification.** In accordance with *Neb. Rev. Stat.* §§ 4-108 through 4-114, Engineer agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized. Engineer shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. §1324b. Engineer shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.
- 1) **Attestation Form.** If Engineer is an individual or sole proprietor, Engineer agrees to complete the United States Citizenship Attestation Form and attach it to the Agreement.

- 2) **Public Benefits Eligibility Status Check.** If Engineer is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under *Neb. Rev. Stat.* §§ 4-108 through 4-114, Engineer agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. Engineer agrees to register and use the SAVE Program as required under *Neb. Rev. Stat.* §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, Engineer shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the RTSD's request. For information on the SAVE program, go to www.uscis.gov/SAVE.
- U. **Living Wage.** If the compensation for the Work provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance Chapter 2.81 of the Lincoln Municipal Code. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Engineer shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Living Wage Ordinance, the RTSD shall have authority to terminate this Agreement and to seek other remedies for violation of this ordinance.
- V. **Records Retention.** Unless the RTSD specifies in writing a different period of time, Engineer agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period ending upon the later of either: (i) five (5) years from the date of the expiration or termination of this Agreement; or (ii) five (5) years from the date of final payment under this Agreement; provided, however in either case, matters involving litigation shall be kept for one (1) year following the termination of the litigation, including all appeals, if the litigation extends beyond the applicable 5-year period set forth in this subsection.
- W. **Capacity.** The undersigned person representing Engineer does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Engineer to this Agreement.

IN WITNESS WHEREOF, the RTSD and Engineer do hereby execute this Agreement.

Executed by the ENGINEER this _____ day of _____, 202__.

Signature: _____

Print: _____

Title: _____

Executed by the RTSD this _____ day of _____, 202__.

CITY OF LINCOLN LANCASTER
COUNTY RAILROAD
TRANSPORTATION SAFETY
DISTRICT

By: _____
Executive Director

By: _____
President

APPROVED AS TO FORM

By: _____
RTSD Attorney

SCOPE OF SERVICES

(FEE SCHEDULE AND PROJECT SCHEDULE TO BE INCORPORATED INTO THE SCOPE)