



2002 N. Saint Mary's St.  
San Antonio, TX 78212  
210.733.3535

March 23, 2023

Revision 1

Jeffrey H. Edmonds, P. E.  
Director of Engineering Services  
City of Corpus Christi  
Engineering Services Department  
1201 Leopard Street  
Corpus Christi, TX 78401

RE: 22129 Corpus Christi Wastewater Maintenance Shop  
6541 Greenwood Drive  
Corpus Christi, Texas

JEFFREY, thank you for the opportunity to submit the enclosed revised proposal for architectural services.

If this proposal is acceptable to you, please let it serve as our agreement. Please sign the last page and return the entire agreement via email to Pam Cearley at [pam.cearley@rvkarchitecture.com](mailto:pam.cearley@rvkarchitecture.com).

If you have any questions regarding the proposal, please contact me. We look forward to working with you.

A handwritten signature in blue ink, appearing to read 'Elizabeth Hurd', is written over a light blue horizontal line.

Elizabeth Hurd, AIA  
Vice President, Architecture

Enclosure

EH:psc

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## PROJECT SCOPE

The project consists of the construction of a new 10,361 sq. ft. Wastewater Maintenance Shop – See Exhibit “A” for Scope of Work. The site is located at 6541 Greenwood Drive, Corpus Christi, Texas. The project construction budget is not yet determined.

## DESIGN PHASE BASIC SERVICES

1. **Schematic Design** - Based on Site and Program information provided from a Design meeting, we will prepare Floor Plans illustrating the size and relationship of the project components. We will develop design sketches to determine the scale and character of the project. Deliverable is a 30% design set.

2. **Design Development** - Based on the approved Schematic Design work, we will prepare additional drawings and other documents to further develop the design and begin providing detailed Drawings. Deliverable is a 60% design set.

During this phase, our Consultants will determine the Civil, Structural, Mechanical, Electrical, and Plumbing requirements and systems to be used, as appropriate.

3. **Construction Documents** - Based on the approved Design Development work, we will prepare architectural construction drawings and specifications setting forth the requirements for the construction of the project.

During this phase, our Consultants will prepare the drawings and specifications for the Civil, Structural, Mechanical, Electrical, and Plumbing engineering portions of the project. Windstorm Certification will be included in the Structural Engineering Scope of Work. Deliverable is a 90%, a 100% and a signed and sealed Bid set.

### 4. Landscape Architecture

- a. Tree Preservation Plan and Planting Plan - We will design, document and provide construction documentation for the softscape (planting and irrigation) that will comply with the City of Corpus Christi Landscape Ordinance. This will include an option of redesigning the landscape islands as needed if there is a Parking Lot reconfiguration.
- b. Landscape Permit - Based on the approved Schematic Design work, we will provide drawings that will comply with the City of Corpus Christi Landscape Ordinance. Meetings may include telephone conversations and/or meetings personally attended by the landscape architectural team with the City of Corpus Christi Staff, if needed. If, during construction, changes are made to the planting or irrigation plan, RVK will submit those revisions as a post permit submittal to the City of Corpus Christi for their use during the final inspection for Certificate of Occupancy.
- c. Irrigation Consultant – Review of the Irrigation System design and installation will be by the Landscape Architect and the Owner’s Representative. In general, the automatic Irrigation System layout and capacity shall be consistent with the nature and extent of planting.

## BID PHASE BASIC SERVICE

5. **Procurement** - We will assist you in obtaining General Contractor bids or negotiated proposals and in preparing and awarding a contract for construction.

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**CONSTRUCTION PHASE BASIC SERVICES**

6. **Construction** - We, assisted by our Consultants, will provide administration of the construction contract consisting of the following services:

- a. Review each shop drawing, sample, and other submittal by a Contractor or Consultant;
- b. Prepare or review each change to an architectural plan or specification;
- c. Visit the construction site at intervals appropriate to the stage of construction to:
  - i. become generally familiar with and keep the client generally informed about the progress and quality of the portion of the construction completed;
  - ii. make a reasonable effort to identify defects and deficiencies in the construction;
  - iii. determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the architectural plans and specifications.
- d. Notify the client in writing of any substantial deviation from the architectural plans and specifications that may prevent the building from being occupied or utilized for its intended use.

7. **Building Permit Services for the City of Corpus Christi** - We will submit for building permit and will provide to the City information required by them, answer their questions and provide services as required to help the City process the application for building permit. All permit fees and plan review fees will be paid by Owner.

8. **Texas Accessibility Submission** – We will register your project with the State of Texas and submit the appropriate documents to a registered Accessibility Specialist for review in accordance with State Law. An inspection at the completion of construction will also be completed.

**TIME & MATERIALS PHASE**

9. **Travel Time** - We will provide twenty (20) on-site visits during Schematic Design through Construction. We will provide an allowance for additional on-site visits and meetings that are requested. All Travel Time must be preapproved by the City Project Manager or OAR during the Construction phase.

10. **Reimbursable Expenses** - Reimbursable expenses, such as reproduction of documents (exclusive of interoffice and inter-disciplinary coordination prints), auto travel mileage, and expenses incurred in travel will be billed monthly at 1.10 times our cost. All reimbursables must be preapproved by the City Project Manager or OAR.

**ADDITIONAL SERVICES**

Additional Services include any work which is not outlined as part of the Basic Services above and/or any work required beyond the limitations set forth in this proposal. If our work proceeds based on an approved design and changes are later required, the extra work necessary to make the changes will be done as an additional service. If, after the contractor provides the total construction cost to the Owner, and the Owner requests changes be made in order to reduce the overall project cost, this work will be provided as an Additional Service on an hourly basis, however, this will not include any work required to reduce the cost to the Architect's latest estimate of construction cost or an agreed upon fixed maximum budget. See Compensation Schedule for Services – Exhibit B attached.

The following can also be provided as additional services, if you desire:

1. **Sign / Graphics Design** - We can provide design and documentation for exterior project and/or construction site signs, interior building graphics and sign standards, as you may require.

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**CONSULTANT SERVICES**

We will rely on outside professional firms to provide Civil, Structural, Mechanical, Electrical, and Plumbing engineering services, Landscape Architectural Design services and/or other special consulting services necessary for the design of the project.

**BASIC SERVICES COMPENSATION**

Basic Services 1 – 3, 5 & 6 Schematic Design – Construction	RVK Architecture	\$208,082 (fixed fee)
Civil Engineering	Pape-Dawson Engineers	\$ 64,975 (fixed fee)
Structural Engineering	Lundy & Franke Engineering	\$ 10,470 (fixed fee)
Mechanical, Electrical, Plumbing & Security Access Control Design & Energy Commissioning	DBR	\$ 93,105 (fixed fee)
Basic Services 7 & 8 Building Permit and TAS Submission Services	RVK Architecture	\$ 4,960 (fixed fee)
Basic Service 4 - Landscape Architecture	RVK Architecture	\$ 12,000 (fixed fee)
Irrigation Consultant	PRA Irrigation Consulting	\$ 4,315 (fixed fee)
Basic Service 9 – Travel Time	RVK Architecture Lundy & Franke Engineering DBR RVK Landscape Architecture PRA Irrigation Consultants	\$ 13,400 (fixed fee) \$ 2,100 (fixed fee) \$ 15,350 (fixed fee) \$ 960 (fixed fee) \$ 2,625 (fixed fee)
Basic Service 10 - Reimbursable Expenses	RVK Architecture Lundy & Franke Engineering DBR RVK Landscape Architecture	\$ 6,000 (allowance) \$ 750 (allowance) \$ 3,800 (allowance) \$ 500 (allowance)
	<b>TOTAL</b>	<b>\$443,392</b>

Our compensation for Basic Services include a maximum of twenty (20) Client meetings.

Construction phases include periodic construction meetings with the Contractor which the Owner may or may not attend. If more meetings are required, our time, including time spent traveling to and from such meetings, will be provided as an additional service.

Our compensation for Basic Service 6 (Construction) is based on a maximum of twelve (12) months of total construction time. If construction is not completed within this time, our services beyond this limit will be provided as an Additional Service.

There will be lead times for the Generator. Time listed is for Construction time once all equipment is on-site.

In the event the Contract is cancelled in the middle of the project, the payment for services rendered will be based on the portion of the project completed and compensation paid as indicated on the man-hour breakdowns.

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**EXHIBITS**

- Exhibit A City of Corpus Christi Scope of Work
- Exhibits B – G Man-Hour Fee Breakdown
- Exhibit H Summary of Fees
- Exhibit I RVK Compensation Fee Schedule

**SCHEDULE OF DELIVERABLES**

**30 Weeks Total\***

30% Drawing Set – end of Schematic Design	3 weeks
60% Drawing Set – end of Design Development	3 weeks
90% Drawing Set	8 weeks
100% Drawing Set	2 weeks
Signed and Sealed Drawing Set	2 weeks

\* 3 week review between each package

**SPECIAL CONSULTANTS' COMPENSATION**

In addition to our Civil, Structural, Mechanical, Electrical and Plumbing Consultants, we anticipate needing the special consulting services listed below. The fees for these services will be in addition to our Basic Services fee. Special consultants will be engaged by, and paid directly by, Owner. We will coordinate the work of these consultants as a part of our Basic Services.

With our present knowledge of the project scope, we expect the required special consulting services to be as follows:

- Geotechnical Testing will be provided by the City of Corpus Christi.
- Construction Testing will be provided by the City of Corpus Christi.
- Asbestos Survey will be provided by the City of Corpus Christi.

**LABOR PROVIDED IN ADVANCE OF FULLY EXECUTED AGREEMENT**

Any labor provided within the scope of the project in advance of the fully executed agreement related to this project may be billed at standard hourly rates, until such time that the agreement is fully executed and all terms have been agreed to. Upon agreement of the terms, appropriate credit for previously billed labor will be applied in accordance with the executed agreement as if the executed agreement had been in place at the time the labor was performed.

**ADDITIONAL SERVICE COMPENSATION**

Additional Services are available but not included in the compensation for Basic Services. If required, we will perform additional services at our standard hourly rates in effect at the time the work is done or, at your request, we can provide a separate proposal for any additional services which you desire. Please refer to the attached hourly Compensation Schedule – Exhibit I - which is currently in effect.

Additional Services provided by Consultants are available but not included in the compensation for Basic Services. If required and approved, these services will be billed at a multiple of 1.10 times the amount billed to the Architect for such service.

**Capital Improvement Plan**  
**City of Corpus Christi, Texas**

2023 *thru* 2025

**Project #** 22129  
**Project Name** Wastewater Maintenance Shop



**Type** Improvement/Additions      **Department** Wastewater  
**Useful Life** 25 years      **Contact** Director of Water Utilities  
**Category** Wastewater      **Priority** 2 Critical- Asset Condition/longevity  
  
**Status** Active

**Description**

This project consists of design and construction of a wastewater maintenance shop to use for repair and maintenance of capital equipment; and pre-site assembly of equipment for pending jobs.

**Justification**

This location will enable staff to work efficiently prior to site implementation; as well as offer storage for sensitive and other materials for upcoming jobs.

Expenditures	Prior Years	2023	2024	2025	Total
Planning	100,000				100,000
Construction/Rehab			1,400,000	4,000,000	5,400,000
Design		450,000			450,000
Eng. Admin Reimbursements	20,000	50,000	100,000	300,000	470,000
<b>Total</b>	<b>120,000</b>	<b>500,000</b>	<b>1,500,000</b>	<b>4,300,000</b>	<b>6,420,000</b>

Funding Sources	Prior Years	2023	2024	2025	Total
Revenue Bonds	120,000	500,000	1,500,000	4,300,000	6,420,000
<b>Total</b>	<b>120,000</b>	<b>500,000</b>	<b>1,500,000</b>	<b>4,300,000</b>	<b>6,420,000</b>

**Budget Impact/Other**

There is no projected operational impact with this project at this time. Upon completion of this project additional maintenance costs will be budgeted to maintain these improvements.

Project #22129 Greenwood Wastewater Maintenance Shop - Preliminary Building Program

Date: 10/20/2022

Space	Quantity	Suggested / Requested (SF)	Notes
<b><u>Semi Public Area</u></b>			
Entrance Vestibule	1	100	
<i>Sub-total</i>		<i>100</i>	
<b><u>Administration Offices</u></b>			
Admin Offices	12 @ 120sf	1,440	
Cubicle Workstations	20 @ 64sf	1,280	
Employee Break Room	1	600	2 Microwaves, Multiple Refrigerators
Conference Room	1	300	8-10 people
Work Room	1	120	
Office Supply Storage	1	50	
Unisex Employee Restrooms	2 @ 60sf	120	Separate from Locker Rooms
<i>Sub-total</i>		<i>3,910</i>	
<b><u>Common Areas</u></b>			
Men's Restroom	1	200	
Men's Showers	1	60	
Men's Lockers	1	175	26 Lockers Total, Two Tiers
Women's Restroom	1	200	
Women's Showers	1	60	
Women's Lockers	1	175	26 Lockers Total, Two Tiers
<i>Sub-total</i>		<i>870</i>	
<b><u>Support Areas</u></b>			
D-Mark / IDF Room	1	150	Includes Tech Workstation
Janitor's Closet	1	75	
Fire Riser	1	50	
Facility Maintenance Storage	1	100	
<i>Sub-total</i>		<i>375</i>	
<b><u>Work Areas</u></b>			
Tool Storage	1	150	Secure, Climate Controlled
Small Parts Storage	1	150	Secure, Climate Controlled
Large Parts Storage	1	500	Secure, Needs Electrical Connections for Motors
Shop Work Area	1	500	Area for Work Benches, Machine Tools
WorkBays	2 @ 800sf	1,600	w/ 10ton Bridge Crane, Radiant Heaters
<i>Sub-total</i>		<i>2,900</i>	
<b>Program Sub-total</b>		<b>8,155</b>	
Mechanical & Electrical Rooms		408	5% Factor
<i>Sub-total</i>		<i>8,563</i>	
Circulation		856	10% Factor
<i>Sub-total</i>		<i>9,419</i>	
Walls		942	10% Factor
<b>Total Preliminary Gross SF</b>		<b>10,361</b>	

# EXHIBIT "H"

**Greenwood Wastewater Maintenance Shop  
CITY PROJECT NO. 22129  
SUMMARY OF FEES**

	<b>Original Contract</b>	<b>Amendment No. 1</b>	<b>Amendment No. 2</b>	<b>Amendment No. 3</b>	<b>Total Contract</b>
<b>Basic Services:</b>					
Preliminary Phase	\$0.00				\$0.00
Design Phase	\$255,561.00				\$255,561.00
Bid Phase (T&M)	\$8,455.00				\$8,455.00
Construction Admin Phase	\$124,746.00				\$124,746.00
Travel Time (T&M)	\$34,435.00				\$34,435.00
Building Permit (T&M)	\$9,145.00				\$9,145.00
Reimburseables (T&M)	\$11,050.00				\$11,050.00
<b>Subtotal Basic Services</b>	<b>\$443,392.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$443,392.00</b>
<b>Additional Services:</b>					
Permit Preparation					\$0.00
Topographic Survey					\$0.00
ROW Acquisition Survey					\$0.00
Environmental Issues					\$0.00
Public Meetings					\$0.00
Construction Observation					\$0.00
Traffic Control					\$0.00
Signalization Improvements					\$0.00
Warranty Phase					\$0.00
Construction Inspection (T&M)					\$0.00
Platting Survey					\$0.00
O & M Manuals					\$0.00
SCADA					\$0.00
<b>Subtotal Additional Services</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Summary of Fees:</b>					
Basic Services Fees	\$443,392.00	\$0.00	\$0.00	\$0.00	\$443,392.00
Additional Services Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Authorized Fees</b>	<b>\$443,392.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$443,392.00</b>



November 2, 2022

Ms. Elisabeth Hurd, AIA  
RVK Architecture  
2002 N. Saint Mary's St.  
San Antonio, TX 78212

Re: Wastewater Maintenance Shop Site Development  
City of Corpus Christi Project 22129

Dear Ms. Hurd:

We are pleased to present this proposal for providing civil and environmental engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

**BASIC SERVICES**

This task is based on the City of Corpus Christi design budget of \$450,000 of which site work will constitute 15% of the total cost and civil site work will make up 75% of that amount. The proposed basic design services associated fees are as follows:

- |   |                 |
|---|-----------------|
| <b>I. CONSTRUCTION DOCUMENTS (TASK 301)</b> | <b>\$50,675</b> |
|---|-----------------|
- This item represents an allowance for time not specifically required for design purposes:
- Coordinate project team to meet schedule and deliverables.
  - Attend project coordination meetings. Proposal allows for five (5) meetings.
  - Coordination and status reporting with client.
  - Includes site visits with client and/or client representatives.
  - Coordinate project development with client and project architect.
- A. Schematic Design**
- Review architect's preliminary site plan relative to general conformance of site layout to current development guidelines, codes, and policies. Review of site plan considering site constraints and relationships to existing conditions.
  - Calculate site plan and prepare a computer-generated site plan.
  - Recommend approximate sizing and locations of storm water facilities.
  - Prepare a schematic utility design.
  - Prepare a preliminary grading plan.
- B. Site, Paving, and Dimensional Control Plan**
- Calculate the site plan based upon the plan provided by the architect/owner.
  - Prepare site plan drawings that show the property line, known easements, buildings and other ancillary structures, parking, and driveway locations.

- Prepare a paving plan showing light and heavy-duty paving based on the recommendation of the geotechnical engineer.
- Prepare a pavement marking plan.
- Provide control information for property boundary, building, drives, roads, entries, parking areas, etc. with coordinates or dimensions.
- Drawing to include information necessary for construction staking to be performed.

**C. Demolition Plan**

- Prepare site demolition plan based on improvement survey and available utility information.
- Building demolition plan, if applicable, to be prepared by others.

**D. Fire Protection Site Plan**

This plan includes a site plan with fire lanes, fire hydrant locations, fire department connection (FDC), water main, hose lay information etc. as required for the building permit fire review.

**E. Utility Plan and Details**

- Prepare plans for providing water and sewer service to points of service.
- Prepare water and wastewater plans as required for providing fire protection service to required points of service.
- The plans to be prepared to local jurisdictional standards.
- This proposal assumes sewer service to be provided via a wastewater lateral to an existing wastewater main.
- Prepare a schematic layout of electric and gas services to points of service.

**F. Drainage Plan**

- This proposal assumes drainage is generally surface flow to existing storm water inlets with the potential to place up to 200 feet of open flow into an underground system to accommodate building location.
- This proposal assumes approximately 200 linear feet (LF) of structured system

**G. Grading Plan**

- Prepare a site grading plan for the building, parking areas, drives, and perimeter tie-in points.
- The grading plan to include existing and proposed spot elevations and contours.

*Note: This proposal does not include structural design of retaining walls.*

**H. Details and Specifications**

- Provide necessary details to support the construction drawings.
- Prepare construction specifications in CSI/CSC format to support the construction drawings.

**I. Building Permit Support**

- This Task includes efforts related to providing support during the building permit submittal of the civil plans and includes the following:
- Five (5) hours of meeting attendance and coordination and limited permitting assistance to address City Comment and questions
- Limited building permitting support documents to be prepared by Pape-Dawson.

**J. Construction Phase Services**

- Provide personnel necessary to make timely material specification reviews for site improvements.
- Respond to Contractor RFIs and coordinate with design team to issue ASIs if needed.
- Attend site walk, punch list, and prepare substantial completion letter for civil work.

**K. Plan of Record Drawings**

- Provide 100% as-built Drawings for Civil portions of the work.
- Pape-Dawson has not included field work in this task. As-builts to be prepared based upon information provided by the contractor during and after construction for incorporation into coordination plans prepared by Pape Dawson.

**ADDITIONAL SERVICES**

**II. STORM WATER MANAGEMENT PLAN (TASK 223)**

**\$5,000**

Compliance with the City of Corpus Christi Unified Development Code, Infrastructure Design Manual (IDM), and Municipal Code (MC) Section 14. The IDM requires that Runoff from a developed site have no adverse downstream impacts and no impact to adjoining properties. This task will involve an initial evaluation of changes in runoff flows and related downstream impacts.

This proposal assumes that the project does not significantly increase runoff quantities and that down steam impacts will be negligible. Documentation required for permit applications will be prepared and be provided in the form of a letter submittal, site plan exhibit, and a Storm Water Quality Management Plan or Pollution Prevention plan, in accordance with MC 14.001 -14.005.

- III. DESIGN SURVEY (TASK 105) \$5,300**
- Conduct field survey of site based on a 50-foot grid.
  - Prepare a digital map of the site topography at 0.50-foot contour intervals and provide spot elevations at the property interface with existing roadway, drainage, or other features, as deemed appropriate.
  - Show datum and benchmarks for surveyed area.
  - Show relationship to Texas State Plane Coordinate System.
  - Survey cost is based on surveying the full six acre site where the building could be located. Should a smaller area be identified, the cost can be modified accordingly.
- IV. TPDES STORM WATER POLLUTION PREVENTION PLAN (TASK 302) \$4,000**
- This task is required by the Texas Commission on Environmental Quality's (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) regulations for storm water runoff from construction sites between one (1) and five (5) acres, or part of a larger plan of development that is between one (1) and five (5) acres. This task includes:
- Assessment of the site for requirements of TPDES regulations (i.e., size of site, size of offsite/upstream watersheds, areas to be disturbed).
  - Development of a Storm Water Pollution Prevention Plan in accordance with TPDES regulations (i.e., selection and location of Best Management Practices, such as silt fencing, rock berms, detention basins, stabilized construction entrances.)
  - Production of the bound SWPPP book.

**THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:**

- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Final site plan from Architect/Planner is to be provided to Pape-Dawson.*
- ◆ *This proposal does not include rezoning of the property.*
- ◆ *Number of parking spaces required to be provided to Pape-Dawson during the Schematic Design phase.*
- ◆ *Exact service entrances and sizes for domestic water, fire lines, sanitary sewer, gas, and electric services to be provided to Pape-Dawson by the architect or MEP engineer.*
- ◆ *Pavement types and design to be by others and to be supplied to Pape-Dawson.*
- ◆ *Landscape plans, irrigation plans, and illumination plans to be provided by others.*
- ◆ *Roof drain locations, sizes, and depths to be provided to Pape-Dawson by the architect or MEP engineer.*
- ◆ *Fire flow tests and calculations to be provided by the City of Corpus Christi.*
- ◆ *The design of French drain systems or other drainage systems to contain onsite groundwater (if present) is not included within our scope of services.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *Assumes no detailed flood studies are required.*
- ◆ *Fees for engineering services do not include detention basin design, if required by the City.*
- ◆ *No structural design is included herein.*
- ◆ *No value engineering is included herein.*

- ◆ *This proposal does not include a fee to prepare easements for electrical or gas services. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *The final plan with ADA and TAS accessible routes to buildings and public right-of-way to be provided by the project architect.*
- ◆ *Proposal assumes that coordination with AEP for electrical service will be provided by the City of Corpus Christi*
- ◆ *Proposal assumes that there are no known environmental concerns on the site.*
- ◆ *Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated lump sum fee.*
- ◆ *This proposal does not include the preparation of as-built or plan of record drawings except as noted.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- ◆ *The final plan with ADA and TAS accessible routes to buildings and public right-of-way to be provided by the project architect.*
- ◆ *This proposal assumes that the owner or project architect to submit the Pape-Dawson site/civil documents to the Texas Department of Licensing & Regulation for review of elements controlled by the Americans with Disabilities Act.*
- ◆ *Changes made to the site plan after design has progressed beyond 50% Design Development documents will constitute a change of scope and additional fees will be required.*

### **SUMMARY OF SCOPE AND FEES**

#### **BASIC SERVICES**

I.	Construction Documents	Task 301	\$50,675
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#### **ADDITIONAL SERVICES**

II.	Storm Water Management Plan	Task 223	\$5,000
III.	Design Survey	Task 105	\$5,300
IV.	TPDES Storm Water Pollution Prevention Plan	Task 302	<u>\$4,000</u>
		<b>Total:</b>	<b>\$64,975</b>

### **BASIS OF COMPENSATION**

Pape-Dawson's compensation is a lump sum in the amount of **\$64,975** for the services identified above. This budget figure does not include Direct Expenses (defined below) nor applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

### **AGREEMENT**

The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Pape-Dawson by execution of this Proposal. If the terms of this

Proposals are acceptable, please acknowledge such by signing below and returning the executed Proposal to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson will provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,  
Pape-Dawson Engineers, Inc.



Brett Flint, P.E.  
Project Manager

**RVK ARCHITECTURE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Cara C. Tackett, P.E.  
Managing Principal, Water Resources

**RVK ARCHITECTURE  
ACCOUNTS PAYABLE CONTACT INFO**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachment**

- Pape-Dawson Terms & Conditions

O:\Marketing\Proposals\Letters\2022\10\221027a7 (P4452-22) CC.docx

PAPE-DAWSON ENGINEERS, INC.

RE: WASTEWATER MAINTENANCE SHOP SITE DEVELOPMENT – CITY OF CORPUS CHRISTI PROJECT 22129 (the “Project”)  
TERMS AND CONDITIONS

PAPE-DAWSON ENGINEERS, INC., a Texas corporation, 2000 NW Loop 410, San Antonio, Texas, 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to RVK ARCHITECTURE, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

**ARTICLE 1: SERVICES**

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

**ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS**

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

**ARTICLE 3: CHANGES**

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should any of the individual tasks or services set out in the Proposal not be initiated within twelve (12) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for any such tasks or services not yet initiated.

**ARTICLE 4: THE TERM**

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal, Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

**ARTICLE 5: DUTIES**

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Subconsultants.** Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

## ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

**Compensation.** Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

**Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

## ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue



work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

#### **ARTICLE 8: RELATIONSHIP OF PARTIES**

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

#### **ARTICLE 9. LIMITATION OF LIABILITY**

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

#### **ARTICLE 10: MISCELLANEOUS**

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

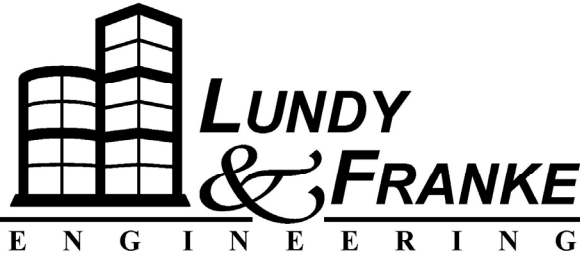
Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise Survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, TX 78753.



November 2, 2022

Rehler Vaughn & Koone, Inc  
2002 N. St. Mary's Street  
San Antonio, TX 78212

Attn: Ms. Liz Hurd

Re: Corpus Christi Wastewater System Warehouse

In accordance with our recent discussion, we are pleased to submit the following proposal for furnishing the structural engineering services on the above referenced project.

This proposal is based on the project described in discussions as a new warehouse facility

The following are features, which define the scope of our services:

- The gross area is approximately 10,360 S.F.
- The foundation is assumed to be monolithic beam and slab on grade, with possibility of drilled piers under column loads.
- The superstructure will be composed of a prefabricated pre-engineered metal building frame. We will draw a roof-framing plan with typical framing details. We will assist in the development of special structural connections and framing details and lateral load resisting systems. In order to meet the requirements of the local authority LFE will be the engineer of record for the structure and the metal building manufacturer will be responsible for the deferred submittal of the building package.
- The performance of our proposed services is contingent on the availability of a formal subsurface investigation with foundation design parameters by a qualified and registered geotechnical engineer.

#### CONSTRUCTION DOCUMENTS PHASE

We propose to perform the Construction Documents Phase of the work for lump sum stipulated fee as follows, which includes concept conferences, determination of structural system, structural

**549 Heimer Road, San Antonio Texas 78232 - (210) 979-7900**  
**TBPE Firm Registration #3388**

design/analysis, structural working drawings for the Primary Structural System, and structural specifications prepared for reproduction.

Fee for Construction Documents .....\$13,320.00

CONSTRUCTION ADMINISTRATION PHASE

This phase includes shop drawing checking, construction coordination/interpretations and field observation trips for compliance verification.

Fee for Construction Administration Phase .....Included Above

*The above fee includes a maximum of 4 site visits. This quantity is considered usual and customary and represents normal Construction Phase services; trips beyond that amount would represent an abnormal situation requiring excessive field representation by our staff, e.g., resolution of hidden conditions, correction of Contractor’s error or misinterpretations, re-inspections because of Contractor’s mis-scheduling, etc. and would therefore be performed as ADDITIONAL SERVICES.*

Breakdown of fee by Phase is as follows:

Schematic Design Phase.....	15%
Design Development Phase.....	25%
Construction Documents Phase.....	40%
Construction Administration Phase.....	20%

We propose to enter into a contract with you based on the AIA Document C141, Standard form of Agreement between Architect and Consultant with the following alteration: we respectfully request that the Article entitled “Arbitration” be revised to be an option course of action, in accordance with our Professional Liability Insurance carrier’s recommendations.

WINDSTORM INSPECTIONS

The following are features, which define the scope of our services:

- Application to Texas Department of Insurance for Windstorm Certification.
- Additional site observations associated with windstorm observations.
- Architectural drawings will require roofing contractor to provide for his own inspections, with those inspections reported to LFE.

Fee for Windstorm Inspections .....Included above

SCOPE OF SERVICES

Basic services for the Construction Document Phase are for the Primary Structural System, defined as the principal framing elements, which support the building or other facility. This typically consists of Foundation elements such as footings, drilled piers, beams, slabs and structural walls; and Superstructure elements such as columns, beams, structural walls, slabs, joists, trusses and bracing.

Mutually acknowledged changes in the scope or design concept of the project, alternate design provisions, detached sitework structures not specifically mentioned herein, and-or substantial revisions during construction are not included.

Our current schedule of hourly rates is as follows:

Principal Engineers .....	\$215.00/Hour
Project Engineers .....	\$175.00/Hour
Engineers.....	\$150.00/Hour
BIM/Cadd .....	\$95.00/Hour
Secretarial .....	\$75.00/Hour
Automobile Transportation (out of county).....	\$.65/Mile
Travel Expenses (meals, lodging, etc) .....	as incurred

The hourly rates listed herein are subject to periodic review and change. Notification will be given of hourly rate schedule changes, as they may become necessary during the progress of the work. These hourly rates allow for general overhead and profit and include such things as the cost of salaries payable to such personnel plus payroll burden (social security contributions, unemployment and payroll taxes, workmen’s compensation, health benefits, sick leave, vacation, and holiday pay applicable thereto).

Invoices are submitted monthly for work performed and are due upon receipt. In the event the project is postponed or cancelled, or normal work progress is otherwise interrupted for an indefinite period exceeding 30 days we will invoice you for our services up to that time at the rates and direct costs listed herein.

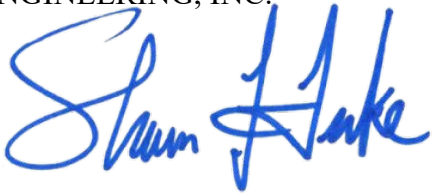
The Engineer does not warranty his work to be perfect and without fault. In the preparation of designs, drawings and specifications, errors and omissions, may inadvertently be made by the Engineer. Any error or omission by the Engineer shall be corrected by the Engineer on the documents at no additional cost to the Client. All costs required for the construction of the project are solely the responsibility of Owner and are not to be paid, in whole or in part, by the Engineer.

The Engineer agrees to indemnify and hold harmless the Owner and the Client from damages, losses and expenses arising out of the negligent performance of the services provided by the Engineer under this contract. To the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate, of the Engineer and the Engineer's officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and claims, losses, costs or damages of any nature 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, breach of contract or warranty, expressed or implied, of the Engineer or the Engineer's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the engineer under this Agreement.

We sincerely appreciate this opportunity to offer our services and look forward to working with you. If the above is agreeable to you, please sign and return one copy to us for our records. The commencement of performance under this proposal indicates an acceptance by the Client to the terms mentioned above. If there are any questions, please advise us.

Sincerely,

LUNDY & FRANKE  
ENGINEERING, INC.



Shawn J. Franke, P.E.  
SJF/sjf

Accepted By: \_\_\_\_\_

Its: \_\_\_\_\_



9601 McAllister Freeway, Suite 410  
San Antonio, TX 78216  
v 210.546.0200

March 24, 2023  
Revision No. 1

Ms. Elizabeth Hurd  
RVK Architecture  
2002 N. Saint Mary's St.  
San Antonio, TX 78212

**PROJECT: 22129 CORPUS CHRISTI WASTEWATER MAINTENANCE SHOP  
6541 GREENWOOD DR.  
CORPUS CHRISTI, TEXAS 78417**

DBR Engineering Consultants, Inc. is pleased to submit a fee proposal for Mechanical, Electrical, Plumbing, Technology (MEPT) Engineering and Building Commissioning Services per IECC 2018 for the referenced project. DBR's specific scope of services and description of services is set forth in the following documents.

**PROJECT DESCRIPTION:**

We understand this project to consist of mechanical, electrical, and plumbing engineering services for the renovation of a wastewater maintenance shop to be used for repair and maintenance of capital equipment and pre-site assembly of equipment for pending jobs. The building is approximately 10,361 square feet; approximately 2,900 SF will be used for storage and shop work areas; the remaining area will be used for administration offices, common areas, and support areas.

**SERVICES AND FEE DETAIL:**

Fee Type: Fixed Fee Expenses: Included in Fee

Service	Fee
MEPT Engineering + 2018 IECC Commissioning	\$93,105.00
Travel Time Expense	\$15,350.00
Travel Reimbursables	\$3,800.00
<b>TOTAL</b>	<b>\$112,255.00</b>

All anticipated expenses are included in the fee stated above. Expenses include, but are not limited to: travel, airfare, mileage, reproduction, and delivery costs. Site visits will require prior approval by Owner and expensed as approved.

Should other expenses be required, we will discuss with the Owner prior to incurring the expense. No expenses will be submitted for reimbursement unless prior authorization is provided by the Owner.

**ALTERNATES:**

The design of all MEPT alternates is considered additional scope. The engineering fee for designing all alternates shall be negotiated after the scope of each alternative is established. For alternates not accepted, the engineering fee shall be paid for all phases through Bid Negotiations.

**Accepted by Client:**

By (signature):

Print Name: Elizabeth Hurd

Title: Principal

Date:

**Accepted for DBR Engineering Consultants, Inc.:**

By (signature):

Print Name: M. Jackie Chang

Title: Senior Project Manager

Date: March 24, 2023

When accepted by Client this proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. DBR is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If DBR proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client.

**SCOPE OF SERVICES**

Only services marked with an "X" are included in the Scope of Services.

Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

**Disciplines included in Scope of Services:**

(See following sections for specific task)

- Mechanical
- Electrical
- Plumbing
- Fire Protection
- Security
- Information Technology
- Audio-Visual
- Acoustical Consultation
- Commissioning
- LEED
- Sustainability
- Building Assessment

**Document Submittals:**

- Schematic Design (SD)
- Design Documents (DD)
- Construction Documents Review – 50%
- Construction Documents Review – 90%
- Issue for Permit
- Issue for Bid
- Issue for Construction
- Design based on prototype
- Bridging Documents (DD Level)
- Design Narrative

**Specification Format:**

- Sheet Specifications
- Book Specifications per CSI 2004

**Construction Document Phase (Mechanical, Div.23):**

- Duct Layout

- Piping Layout
- Final Specification
- Mechanical Details
- Mechanical Schedules
- Mechanical Calculations
- Control Sequences (Specifications)
- Control Sequences (Drawings)

**Construction Document Phase (Electrical, Div. 26):**

- Power Plans
- Lighting Plans (Interior)
- Lighting Plans (Exterior)
- Panelboard Schedules
- Load Analysis
- One Line Diagram
- Schedules
- Details
- Site Power and Lighting
- Emergency Lighting and Power with Emergency Generator
- Emergency Lighting and Power with Battery backup

**Fire Alarm (Div. 28):**

- Performance Specifications only
- Performance specification with DBR providing Fire Alarm Layout.

**Fire Sprinkler (Div. 21):**

- Performance specifications only
- Pump Design with performance specification
- Pump with Tank and performance specification

**Construction Document Phase (Plumbing, Div. 22):**

- Piping Plans
- Risers



- Schedules
- Details
- Calculations
- Site Natural Gas

**Construction Documents (Technology)**

**IT Structured Cabling (Div. 27):**

- Infrastructure only\*
- Full system design and specification

\* For systems with infrastructure only services, engineering service includes planning and documenting (via drawings) the field device locations, equipment room or enclosure's size and locations, all underground and interior pathway required, and coordination with other trades on power, cooling and clearance requirements.

**IT Network Equipment (Div. 27):**

- Specification and equipment list for network switches, servers
- Specification and equipment list for Wifi Access Point devices
- Specification and equipment list for Telephone handsets and PBX equipment

**Integrated Audio-Video System (Div. 27):**

- Infrastructure only
- Full system design and specification
- AV spaces included:
- AV spaces excluded:

**DAS System (Div. 27):**

- Cellular and Emergency Radio DAS (Distributed Antenna system) performance specification
- Cellular and Emergency Radio DAS Equipment room space planning and coordination

**Intercom/PA System (Div. 27):**

- Infrastructure only
- Full system design and specification

**Master Clock System (Div. 27):**

- Infrastructure only
- Full system design and specification

**Nurse Call (Div. 27):**

- Infrastructure only
- Full system design and specification

**Acoustical Consultation:**

- Sound Isolation (Walls, Doors, Windows, Floors, etc.)
- Room Acoustics (interior finish treatment, etc.)
- Equipment Noise Analysis and Treatment
- Field Acoustical Testing (dB, RT, STC, NC, etc.)

**Security - Intrusion Detection System (Div. 28):**

- Infrastructure only
- Full system design and specification

**Security - Access control System (Div. 28):**

- Infrastructure only
- Full system design and specification

**Security - Video Surveillance System (Div. 28):**

- Infrastructure only
- Full system design and specification

**Coordination Services:**

- Coordinate with 3<sup>rd</sup> party IT Consultant
- Coordinate with 3<sup>rd</sup> party Security Consultant
- Coordinate with 3<sup>rd</sup> party Lighting Consultant
- Coordinate with 3<sup>rd</sup> party Audio Visual Consultant
- Coordinate with 3<sup>rd</sup> party Commissioning Agent
- Coordinate with 3<sup>rd</sup> party Kitchen Consultant
- Coordinate with 3<sup>rd</sup> party Theatrical Consultant
- Coordinate with 3<sup>rd</sup> party Pool Consultant
- Coordinate with 3<sup>rd</sup> party Acoustical Consultant

**Building Commissioning:**

- 2018 IECC Commissioning
- LEED v4 Fundamental Commissioning and Verification
- LEED v4 Enhanced Commissioning
- Whole Building Commissioning
- Retro-Commissioning
- Re-Commissioning
- CHPS Commissioning
- Functional Testing

**Bid/Negotiations Phase:**

- Assist with value engineering
- Respond to request for information (RFI's)
- Contractor Interviews

**Construction Administration Services:**

- Shop Drawing Review
- Respond to RFI's
- Site Investigation prior to design
- General site observations with report
- Final Punch List
- Post Construction Site Visit

**LEED:**

- Integrate Process Design/Early Energy Modeling
- Energy Modeling
- Consulting/Administration
- MEP Documentation
- Daylight Simulation
- Life Cycle Cost Analysis

**Sustainability:**

- Energy Modeling (Local Jurisdiction Compliance)
- Energy Modeling (Incentive Program/PACE)
- Energy Star Cost Analysis
- Life Cycle Cost Analysis
- Energy Star

**Other Services:**

- Bond Study
- Facility Assessment

**Meetings and Travel Time:**

- Perform up to one (1) initial general site observation to review existing conditions.
- Attend up to two (2) in-person design coordination meetings.
- Attend up to one (1) pre-bid meetings.
- Attend zero (0) bid opening meetings.
- Attend up to ten (10) on-site construction meetings.
- Perform up to seven (7) site observation visit with report
- Perform one (1) punchlists.

**Compliance Documentation:**

- ASHRAE 90.1 or IECC Energy Code compliance form completion (prescriptive path only).

**Additional Services (Not Included in Fee):**

- Value Engineering.
- Extended Construction Schedule.
- Additional Construction Meetings.
- Additional Design Meetings due to change of scope.
- Project delays.
- Continuing to respond to RFI's that just refer to where the information can be found in documents.
- Insufficient work from contractor.
- More than two (2) shop drawing reviews per product.
- System comparison or evaluation of systems.
- Envelope compliance documentation.
- Storm, Sanitary and Domestic water greater than 5' outside of building.
- Construction Estimating.
- Sub-surface drainage.
- Modification to base building utilities not within tenant space.
- Lightning protection.
- As-Built Drawings.

**MEPT DESCRIPTION OF SERVICES AND HOURLY RATES:**

1. **Schematic Design stage:** shall include up to one meeting with the Owner and Architect, to determine **MEPT** system selections, area requirements, and preliminary equipment location.
2. **Design Development stage:** shall include up to two coordination meetings with the Project Architect to optimize on **MEPT** equipment area requirements, preliminary A/C and electrical calculations and research into any applicable code requirements.

**BIM:**

- Provides DBR BIM Execution Plan
- Export and provide clash detection files (.nwc)
- Perform scheduled in-house clash detections
- Host in-house BIM coordination meetings
- N/A

**Levels of Development (LOD) PO AIA G 202-2013:**

- LOD: 100
- LOD: 200
- LOD: 300
- LOD: 350
- N/A

**Project Delivery Method:**

- Traditional – Design, Bid, Build
- Construction Manager at Risk
- Competitive Sealed Proposals
- Design Build
- Design Assist
- Job Order Contract
- Negotiated Contract
- Unknown at this time
- Not Applicable

3. **Construction Documents stage:** shall include up to three meetings and the preparation of mechanical, electrical, and plumbing drawings and specifications suitable for bid purposes. Also included in this stage is coordination of all **MEPT** systems in the building with the architectural and structural construction documents.
4. **Bid Negotiations stage:** shall include answering all contractor questions and assisting the Owner in making value engineering recommendations on proposals submitted by the contractors.
5. **Construction Administration stage:** shall include the review of all **MEPT** shop drawings and responding to RFI's.
6. **On-site Construction Observation stage:** shall include **up to ten** periodic job site visits when requested by Architect. We understand site visits will require prior approval by Owner. The optional service shall include **up to six** periodic job site visits.

We will be happy to perform additional services or additional observations as required by the Owner/Architect, in writing, on an hourly basis.

We will provide documentation of all construction job site visits.

#### **TECHNOLOGY:**

1. Design of a scalable Technology systems infrastructure to support building **Communications, AV, video surveillance, electronic access control, intrusion detection, and future needs.**
  - a. Design per TIA standards compliant copper and fiber optic cabling system to facilitate distribution of all technology systems between service entrance rooms, main telecommunications rooms, floor telecommunications rooms. This consists of the cabling design and space planning in telecommunications rooms for all building services which would include telephone/data connectivity throughout the building and wireless data systems.
  - b. Design an integrated audio-video system **for conference rooms, boardroom, classrooms, and large group instruction areas.** The system will feature a video display or display(s) sized appropriately for the specific venue, local sound reinforcement within the space, and integrated control of audiovisual equipment.
  - c. The design of a new **electronic access control, intrusion detection and video surveillance systems** shall include head end control devices and all field devices. The design of **video surveillance system** will allow the observance of interior and exterior public areas and other areas of interest throughout the facility. The design of the key card **access control system** will provide controlled access into and out of the facility for the employee staff. The design of the **intrusion detection system** will provide motion sensors, and/or glass break sensors to monitor building intrusion, and alarm keypads at strategic locations to alarm or dis-alarm the building. This system will be based upon the owner's program of requirement and needs.

**2018 IECC COMMISSIONING:** shall include all tasks and deliverables required to meet the requirements the 2018 International Energy Conservation Code, Section 408.

- 1) Design Phase:
  - Develop a preliminary commissioning plan to be shared with construction team.
  - Provide a commissioning specification for inclusion in the project manual.
- 2) Construction Phase:
  - Develop the final commissioning plan.
  - Develop and review installation verification checklists.
  - Conduct commissioning kick-off meeting and subsequent commissioning meetings as required.
  - Perform **up to 4** site visits to review equipment installation.
  - Perform one (1) return visit to the project once the deficiencies have been addressed to verify, they are completed. Conduct functional performance testing of commissioned systems.
    - i. Electrical lighting control system equipment:
      - Occupancy sensors
      - Time-switch controls
      - Daylight responsive controls

- 3) Documentation deliverables:
  - Preliminary commissioning report.
  - Final commission report.
  - Systems manual.
- 4) General Requirements:
  - Any additional visits required, due to the work not being complete, will result in additional fees at our hourly rate plus travel expenses.
  - We will require the assistance of the building controls contractor to facilitate the functional testing.

**We will bill monthly according to progress. The breakdown below shows the approximate portion of the fee for each of the proposed services:**

a.	MEPT Design	
	i. Schematic Design	15%
	ii. Design Development	20%
	iii. Construction Documents	45%
	iv. Bid Negotiations	5%
	v. Construction Administration	<u>15%</u>
		100%
b.	Commissioning per IECC 2018	
	i. Development of Cx Plan	15%
	ii. Perform kickoff and checklists	30%
	iii. Conduct functional testing	35%
	iv. Preliminary Cx report	10%
	v. Final Cx report	<u>10%</u>
		100%

**The hourly billing rates shall be as follows:**

Partner	\$275.00/hour	Engineer	\$160.00/hour
Practice Area Leader	\$225.00/hour	Senior Construction Administrator	\$160.00/hour
Branch Manager	\$225.00/hour	Commissioning Agent	\$140.00/hour
Director	\$200.00/hour	Assistant Project Manager	\$140.00/hour
Senior Project Manager	\$200.00/hour	Engineer in Training II	\$140.00/hour
Design Director	\$200.00/hour	Construction Administrator	\$130.00/hour
Senior Commissioning Engineer	\$190.00/hour	Designer II	\$130.00/hour
Senior Commissioning Agent	\$190.00/hour	Engineer in Training I	\$125.00/hour
Project Manager	\$175.00/hour	Sustainability Professional	\$125.00/hour
Design Leader	\$175.00/hour	Designer I	\$115.00/hour
Senior Engineer	\$175.00/hour	BIM Modeler	\$ 95.00/hour
Senior Designer	\$165.00/hour	Business Administrative Assistant	\$ 90.00/hour
Quality Control	\$160.00/hour	Construction Clerk I & II	\$ 90.00/hour



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**EXECUTION**

Any agreement that these terms and conditions are incorporated into, including the exhibits and schedules made a part thereof, constitutes the entire agreement ("Agreement") between DBR and CLIENT, and supersedes and controls over all prior written or oral understandings. Except as set forth in the paragraph titled "Changes" in these terms and conditions, this Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**CHANGES**

Subject to DBR's rights to change these terms and conditions, the parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by DBR are estimates to perform the services required to complete the project as DBR understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. DBR will inform CLIENT of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change, additional services, or suspension of services result in an increase or decrease in the cost of or time required for the performance of the services, an equitable adjustment shall be made and the Agreement modified accordingly.

**CONTROLLING AGREEMENT**

These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any agreement, proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

**INVOICES**

DBR will submit invoices monthly or more frequently as appropriate for services rendered and CLIENT will make prompt payments upon receipt of DBR's invoices. Labor expense will be charged in accordance with proposed rates and terms. Material and sub-consultant expenses will be marked up 10% to cover administrative and insurance costs.

When CLIENT is the Architect, CLIENT shall make payment immediately (within 7 days) after receiving payment from owner.

CLIENT shall make prompt payment to DBR when DBR is prime consultant.

DBR will retain receipts for reimbursable expenses in general accordance with the Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in DBR's invoices for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify DBR of the dispute and request clarification and/or correction. After any dispute has been settled, DBR will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for DBR. DBR retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of DBR's invoices are not paid when due, DBR also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

**STANDARD OF CARE**

The standard of care for all professional engineering, consulting and related services performed or furnished by DBR under this Agreement will be the care and skill ordinarily used by members of DBR's profession practicing under the same or similar circumstances at the same time and in the same locality. DBR makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with DBR's services.

**OPINIONS OF PROBABLE COST (COST ESTIMATES)**

We are not professional cost estimators. We will provide our opinion on costs but shall not be held liable for our cost estimates. If the project is redesigned due to budget, DBR shall be compensated for the additional man-hours in meetings and re-designing. Any opinions or estimates of probable project cost or probable construction cost provided by DBR are made based upon information available to DBR and DBR's experience and qualifications. Such estimates or opinions represent DBR's judgment as an experienced and qualified professional engineer. However, since DBR has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions, DBR does not guarantee that proposals, bids or actual project or construction cost will not vary from any opinions of probable cost prepared by DBR.

**CONSTRUCTION PROCEDURES**

DBR's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. DBR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, DBR shall not be responsible for the acts or omissions of the contractor or other parties on the project.



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**CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Texas.

**CERTIFICATE OF MERIT**

The CLIENT or any entity relying on this agreement shall make no claim for professional negligence, either directly or by way of a cross complaint against any employee of DBR unless the CLIENT has first provided this company with a written certification executed by an independent consultant currently practicing in the same discipline as the work performed and licensed in the state which work was performed. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for the engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to this office not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration. Any breach of these terms is subject to civil action by DBR against the CLIENT.

**SERVICES AND INFORMATION**

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by DBR. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that DBR is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advices of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by DBR, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by DBR.

**SUCCESSORS AND ASSIGNS**

CLIENT and DBR, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor DBR will assign, sublet or transfer any interest in this Agreement without the written consent of the other.

**TERMINATION OF AGREEMENT**

CLIENT or DBR may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs DBR incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

Termination of this Agreement does not prevent any later dispute from being covered under the terms of this Agreement. DBR does not waive any rights under this Agreement if DBR chooses to terminate this Agreement.

**HAZARDOUS MATERIALS**

CLIENT represents to DBR that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to DBR the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. In the event DBR or any other party encounters undisclosed hazardous materials, DBR shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate government officials, and DBR may, at its option and without liability for consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that DBR is performing professional services for CLIENT and that DBR is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with DBR's services under this Agreement. If DBR's services hereunder cannot be performed because of the existence of hazardous materials, DBR shall be entitled to terminate this Agreement for cause on 30 days' written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless DBR, its officers, directors, partners, employees, and sub consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, CLIENTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous



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materials, provided that (i) any such cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

**LIMITATION OF LIABILITY**

DBR's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including DBR's professional negligent acts, errors, or omissions, shall not exceed the lesser of \$50,000 or the total compensation received by DBR under this Agreement, except as otherwise provided under this Agreement. CLIENT hereby releases and holds harmless DBR from any liability above such amount.

**VALUE ENGINEERING AND SUBSTITUTIONS**

For any modifications required for substitutions and / or value engineering, DBR shall be compensated according to DBR's additional services under this Agreement. Value Engineering or substitutions for all document revisions must be submitted in a timely manner as to not cause project delay. If CLIENT accepts a change not recommended by DBR in writing, the CLIENT agrees to indemnify, defend, and hold DBR harmless from all claims damage, liability, or cost which arise in connection with, or as a result of, the incorporation of such changes accepted by CLIENT.

**BETTERMENT**

For documents produced by DBR that have any component or required item left out of the construction documents in error, DBR's liability shall be limited to the cost difference between (i) the cost of adding the item at the time of discovery of the omission; and (ii) the cost of the item had the item been included in the construction documents. In NO case shall DBR be responsible for the expense of the betterment, upgrade or enhancement of the project. DBR shall revise as necessary all documents requiring modification due to error or missing components.

**LEED CERTIFICATION**

DBR will make a reasonable effort to achieve LEED certification where specified but cannot guarantee LEED Certification or actual performance of the building systems. LEED certification requires input and effort from client, contractor, architect and other sub-consultants that are not parties of this contract and over whom DBR has no control.

**ENERGY MODELING**

The estimate of cost and energy savings represents DBR's professional opinion. DBR does not guarantee the actual cost or savings as too many factors outside of DBR's control can modify the predicted cost and savings.

**DISTRIBUTION OF DOCUMENTS**

DBR makes no representation as to the compatibility of any

CAD / Revit files with any hardware or software.

Since the information set forth on the CAD / Revit files can be modified unintentionally or otherwise, DBR reserves the right to remove all indicia of its ownership and / or involvement from each electronic display.

All information on the CAD / Revit files are considered instruments of service of DBR and shall not be used for other projects, or completion of this project by others. CAD / Revit files shall remain the property of DBR and in no case shall the transfer of these files be considered a transfer or a sale.

DBR makes no representation regarding the accuracy, completeness or permanence of CAD / Revit files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD / Revit files may not have been incorporated. In the event of a conflict between DBR's sealed contract drawings and CAD / Revit files, the sealed contract drawings shall govern. It is the Contractor / Proposer's responsibility to determine if any conflicts exist. The CAD / Revit files shall not be considered to be Contract Documents as defined by any project general conditions.

The use of CAD / Revit files prepared by DBR shall not in any way obviate the Contractor / Proposer's responsibility for the proper checking and coordination of dimensions, details, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

**INDEMNITY**

DBR shall indemnify and hold the CLIENT and the CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of DBR, its employees and its consultants in the performance of professional services under this Agreement.

CLIENT shall indemnify and hold DBR and the DBR's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the CLIENT, its employees and its consultants in the performance of professional services under this Agreement, or any other agreement.

DBR shall not be responsible for the acts or omissions of the CLIENT, CLIENT's other consultants, any contractor, subcontractor, their agents or employees, or other persons performing work on any project covered by this Agreement.

**NO THIRD-PARTY BENEFICIARY**

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against DBR.

**SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and

binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

## DISPUTE RESOLUTION

Any entity, including any non-party relying on this agreement, claiming any claim, dispute, or other matter which arises out of or relates to this Agreement, shall provide 30-days' written notice as a condition precedent.

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent. If the parties fail to resolve the claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following:

The parties agree to enter into the following arbitration agreement below with the intention for this agreement to be a broad form agreement designed to encompass all possible disputes:

- (1) Rules. The arbitration shall be conducted in accordance with the following arbitration rules (as then in effect) (the "Rules"): Rules of the American Arbitration Association in accordance with its Construction Industry Arbitration Rules.
- (2) Number of Arbitrators. The arbitration shall be conducted by three arbitrators unless all parties to the dispute agree to a sole arbitrator within (30) days after filing of the arbitration. For greater certainty, for purposes of this section titled "Dispute Resolution", the filing of the arbitration means the date on which the claimant's request for arbitration is received by the other parties to the dispute.
- (3) Method of Appoint for Sole Arbitrator. If the arbitration is to be conducted by a sole arbitrator, then the arbitrator will be jointly selected by the parties to the dispute. If the parties to the dispute fail to agree on the arbitrator within thirty (30) days after the filing of the arbitration, then AAA shall appoint the arbitrator.
- (4) Method of Appointment for Two Parties. If the arbitration is to be conducted by three arbitrators and there are only two parties to the dispute then each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators has been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-appointed arbitrator or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time, then AAA shall appoint the remainder of the three arbitrators not yet appointed.
- (5) Method of Appointment for More than Two Parties. If the arbitration is to be conducted by three arbitrators and there are more than two parties to the dispute then within thirty (30) days of the filing of the arbitration, all claimants shall jointly appoint one arbitrator and all respondents shall jointly appoint one arbitrator, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators has been appointed by the parties to the dispute. If either all claimants or all respondents fail to make a joint appointment of an arbitrator or if the party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time, then AAA shall appoint the remainder of the three arbitrators not yet appointed.
- (6) Consolidation. If the parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then all such proceedings may be consolidated into a single arbitral proceeding.
- (7) Place of Arbitration. The place of arbitration shall be Houston, Texas.
- (8) Entry of Judgment. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction.
- (9) Qualifications and Conduct of the Arbitrators. All arbitrators shall be and remain at all times wholly impartial, and, once appointed, no arbitrator shall have any *ex parte* communications with any of the parties to the dispute concerning the arbitration or the underlying dispute other than communications directly concerning the selection of the presiding arbitrator, where applicable.
- (10) Costs and Attorneys' Fees. The arbitral tribunal is authorized to award costs and attorneys' fees and to allocate them between the parties to the dispute. The costs of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal.
- (11) Interest. The award shall include interest, as determined by the arbitral award, from the date of any default or other breach of this Agreement until the arbitral award is paid in full.
- (12) Exemplary Damages. The parties waive their rights to claim or recover, and the arbitral tribunal shall not award, any punitive, consequential, multiple, or other exemplary damages (whether statutory or common law).
- (13) Non-Appearance. The arbitration shall proceed in the absence of a party who, after due notice, fails to answer or appear. An award shall not be made solely on the default of a party, but the arbitrator(s) shall require the party who is present to submit such evidence as the arbitrator(s) may determine is reasonably required to make an award.



**COMPENSATION**

Professional design fees for these services will include labor and deliverables. PRA Irrigation Consultants will bill Client at 100% project completion, with verification and approval by RVK Architects.

**Irrigation Consulting Services****Design Fee**

Site Discovery (Not to Exceed)	\$ 840.00
Irrigation Design	\$ 1,900.00

**CA Fee**

Site Visit 1 (Not to Exceed)	\$ 840.00
Site Visit 2 (Not to Exceed)	\$ 840.00
Site Visit 3 (Not to Exceed)	\$ 840.00
Final Inspection Punch List (Not to Exceed)	\$ 1,680.00

**Reimbursables/Expenses**

N/A

**Total Fee****\$ 6,940.00****REIMBURSABLES**

The following costs shall be reimbursed as stated below and are not included in the Fee for Professional Services:

- Site visits within San Antonio area are billed at an hourly rate of \$ 105.00/Hr. with a minimum of two hours.
- Outside San Antonio Travel and Site Visits shall be billed at \$ 800.00/Day with a minimum of ½ day.

**CLIENT RESPONSIBILITIES**

1. Client will provide surveys, site plans, planting plans, record drawings, and/or other such investigations that may be request/required to properly execute the work.

I look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Upon your approval, please sign and return a copy for our files.

Sincerely,



Paul J Radlet, TXLI 0012574

APPROVED:

By \_\_\_\_\_

Date \_\_\_\_\_