

EXHIBIT “A”
TASK ORDER NO. 12
AMMANN ROAD WATER TANK & PUMP STATION
CONSTRUCTION PHASE SERVICES

PROJECT DESCRIPTION AND UNDERSTANDING

This Task Order describes a specific scope under a Professional Services Agreement dated July 6th, 2022, the terms of which are incorporated by reference. The City of Boerne (City) is proposing to contract with Kimley-Horn and Associates, Inc. (Kimley-Horn) to provide construction contract administration services associated with a new potable water ground storage tank and pump station facility. The project site is located at 329 Ammann Road. The proposed facility will receive water from a Guadalupe Blanco River Authority (GBRA) transmission main and will deliver water into the City’s system. The following assumptions were made in the development of this proposal:

- The project has been designed and bid based on the services described in a separate contract, Task Order No. 8 – Ammann Road Water Tank and Pump Station. Assumptions regarding the design and included elements of the project in that task order are applicable to this task order.

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Boerne agrees to complete the following tasks:

- Assist in coordinating with relevant Stakeholders to attend construction meetings when required.
- Attend project coordination meetings. Kimley-Horn has assumed that meetings will be held both virtually and in-person, with in-person meetings being held at the City of Boerne office.
- Provide timely reviews and comments on submittals and other construction documents in order to maintain agreed upon schedules.

SCOPE OF SERVICES TO BE PROVIDED BY KIMLEY-HORN

Kimley-Horn’s services consist of the services specifically described in Tasks 1 – 3, including the specific engineering services to be performed through the following consulting disciplines as a Subconsultant to Kimley-Horn:

- (1) Grubb Engineering (Grubb) – Electrical, Instrumentation, Controls, and SCADA Design
- (2) Durand-Hollis Rupe Architects (DHR) – Building Architectural Design
- (3) Structural Engineering Associates (SEA) – Structural Design

The following tasks outline the proposed scope of services to be completed by Kimley-Horn for this project and the assumptions made to develop the proposed fee:

BASIC SERVICES

Task 1: Construction Phase Services

The following construction phase services will be provided for this project:

- 1.1 Pre-Construction Meeting
 - Consultant will attend a Pre-Construction Conference prior to commencement of construction activity
- 1.2 Progress meetings and site visits (est. 20-month construction schedule)
 - Attend five (5) construction progress meetings, held virtually. Meetings will be hosted and the agenda will be prepared by the City.
 - Perform five (5) site visits and prepare a construction observation report for each visit.
 - Kimley-Horn will make site visits in accordance with proposed basic scope of work in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the City informed of the general progress of the work.
 - Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- 1.3 Review Shop Drawings and Submittals
 - Kimley-Horn will review and jointly approve with City or take other appropriate action in respect to Shop Drawings and Material Submittals and other data the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 - It is assumed that the City will be responsible for the review of the shop drawings associated with the following City of Boerne Standard Specifications for Public Works Construction:
 - 02110 SITE CLEARING
 - 02200 EARTHWORK
 - 02221 TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES
 - 02260 TOPSOILING AND FINISHED GRADING
 - 02270 SOIL EROSION AND SEDIMENT CONTROL
 - 02444 CHAIN LINK FENCE AND GATES
 - 02502 CONCRETE PAVEMENT, CURB, SIDEWALK AND STEPS
 - 02514 SIGNS
 - 02660 POTABLE WATER MAIN CONSTRUCTION
 - 02930 SEEDING, SODDING AND LANDSCAPING
- 1.4 Requests for Information (RFIs)

- Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any variations from the Contract Documents will require authorization and approval from the City. A review of up to ten (10) RFIs is assumed.
- 1.5 Request for Proposals (RFPs) and Change Orders (COs)
- Kimley-Horn will review up to four (4) change orders or request for proposals requested by the City
- 1.6 Substantial and Final Completion Walk-Throughs
- Kimley-Horn will conduct a substantial and final completion walkthrough with the City to determine if the completed Work of Contractor is in general conformance with the Contract Documents. Kimley-Horn will develop a list of deficient items at the conclusion of the substantial completion walk and submit to the City and Contractor. Upon notification by the City that deficient items have been addressed to the City's satisfaction, Kimley-Horn will recommend final payment to the Contractor and submit a Notice of Acceptability of Work.

Task 2: Record Drawings and Project Closeout

The following record drawing and project closeout services will be completed for this project:

- 2.1 Prepare Record Drawings from Contractor As-Built – The Contractor is responsible for providing a redlined set of construction drawings to Kimley-Horn identifying all changes made to the approved design during construction. Based on redlines provided by the Contractor, Kimley-Horn will prepare record drawings.
- 2.2 Draft Submittal – Kimley-Horn will prepare and submit a draft set of record drawings to the City for review and comment.
- 2.3 Address Comments and Submit Final Record Drawings – Kimley-Horn will review City comments, update record drawings and submit final record drawings for project closeout. Final deliverable will include:
- One (1) flash drive containing final record drawings in .pdf format
 - One (1) flash drive with final unsealed drawings in AutoCAD (.dwg) format

Task 3: Reimbursable Project Expenses

The following reimbursable expenses are expected for this project:

- 3.1 Mileage for site visits/meetings
- Multiple site visits to the project site and City offices will be required to facilitate the scope of this project.
 - The active federal IRS mileage reimbursement rate will be utilized throughout the complete project duration.
- 3.2 Plotting/Submittals
- Includes plotting for progress meetings with City, utility coordination meetings, public involvement meeting, schematic roll plots, and milestone submittals
- 3.3 Miscellaneous Expense Reimbursement
- Includes miscellaneous expenses not covered elsewhere

SUPPLEMENTAL SERVICES

The following supplemental services will only be implemented if required and with prior approval from the City. If supplemental services not specified herein are determined necessary for this project, those services will be negotiated at that time and approved by the City prior to commencing work. Written approval and NTP of supplemental services must be given by City prior to Kimley-Horn proceeding.

Task S1: Supplemental Engineering Design Services

- S1.1 For engineering scope items that may be required as part of this project and not specified in this scope and fee proposal, Kimley-Horn will prepare an additional service proposal and submit to the City for review, comment, and ultimate approval. Kimley-Horn will proceed with supplemental design services upon written receipt and NTP from the City.

ASSUMPTIONS

The following assumptions were made by Kimley-Horn and the participating Subconsultants in development of this fee:

- Total schedule for construction phase services to be twenty (20) months.
- The project has been designed and bid based on the services described in a separate contract, Task Order No. 8 – Ammann Road Water Tank and Pump Station. Assumptions regarding the design and included elements of the project in that task order are applicable to this task order.

EXCLUSIONS

The following services are excluded from the basic scope of this project, but can be completed by Kimley-Horn upon execution of an additional service should the City request it:

- Construction inspection, construction staking, and materials testing
- Phase 1 environmental site assessment
- Historic resources survey, NRHP nominations, HABS/HAER documentation, archaeological monitoring, testing, or data recovery, human remains evaluation/coordination/removal are excluded from the scope of work
- USACE pre-construction notification or individual permit preparation
- Threatened and endangered species presence/absence surveys.
- No regulatory coordination under Section 7 or Section 10(a) of the Endangered Species Act will be conducted
- Waters of the US determination and wetland delineation
- Hazardous materials phase I or II analysis
- Appearing as an expert witness in any litigation for the City
- Meetings in addition to what is proposed for this project
- Any other services not listed in the basic scope of services

SCHEDULE

The total construction phase schedule is assumed to be 600 calendar days to substantial completion from contractor Notice to Proceed, and 630 days to final completion. This is in line with the construction contract.

FEE AND BILLING

Kimley-Horn will perform the above outlined basic scope of services, including reimbursable expenses and Subconsultant services, for a total fee not to exceed **\$134,940**, in accordance with the fee summary table below and attached project work plan. Basis of compensation will be hourly according to the Rate Schedule included with this proposal, with a not to exceed amount as specified in the project work plan. Kimley-Horn will not exceed the total maximum fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Supplemental Services including both Kimley-Horn and Subconsultant services in the amount of **\$10,000** has been included, also noted in the fee summary table and attached project work plan. Total compensation, inclusive of both basic scope and supplemental services, is an amount not to exceed **\$144,940**. These amounts are reflected in the following fee summary table:

Task	Description of Service	Task Amount	Basis of Compensation
	TASK ORDER NO. 12		
	BASE SERVICES		
1	Construction Phase Services	\$ 117,780.00	Hourly Not-to-Exceed
2	Record Drawings and Project Closeout	\$ 15,960.00	Hourly Not-to-Exceed
3	Reimbursable Project Expenses	\$ 1,200.00	Not-to-Exceed
	Work Authorization No. 1 Subtotal (Base Services)	\$ 134,940.00	
	SUPPLEMENTAL SERVICES		
S1	Supplemental Engineering Design Services	\$ 10,000.00	Not-to-Exceed
	Work Authorization No. 1 Subtotal (Supplemental Services)	\$ 10,000.00	

Should supplemental or additional design services be required, Kimley-Horn will submit a separate scope and fee proposal to the City for review and authorization and will proceed with additional work upon written Notice to Proceed from the City. Funds for supplemental design tasks will be drawn from supplemental service tasks noted in the project work plan and increase the base service contract amount, but the total contract amount will remain the same.

ACCEPTED:

CITY OF BOERNE, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By:  _____

Print Name: Ben Thatcher

Print Name: V. Ryan Sowa, PE

Title: City Manager

Title: Senior Vice President

City of Boerne
LEVEL OF EFFORT SUMMARY

Project Name:	Ammann Road Water Tank & Pump Station
Design Firm:	Kimley-Horn and Associates, Inc.
Date Proposal Submitted:	6/6/2025
City Project Manager:	Andrew Wilkinson, P.E.
Kimley-Horn Project Manager:	Ryan Sowa, P.E.
Proposal:	Construction Phase Services

	Kimley-Horn Task Name Subtask Name/Description	Direct Labor (Person-Hours)								Expenses					Total
		QC Manager \$300.0	Senior Project Manager \$380.0	Senior Civil Engineer \$300.0	Civil Engineer \$205.0	Analyst II \$175.0	Analyst I \$165.0	Admin/ Clerical \$100.0	Labor Total	Grubb Sub Fee	DHR Sub Fee	SEA Sub Fee	Open Range Sub Fee	Rock Sub Fee	Task Total
BASE SCOPE LEVEL OF EFFORT															
1.0	Construction Phase Services														
1.1	Pre-Construction Meeting		3		5	5			\$ 3,040.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,040.00
1.2	Progress Meetings and Site Visits (Est. 20 months construction)								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.1	Construction Progress Meetings (Assume 5 virtual meetings)		5		5	5			\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,800.00
1.2.2	Site Visits and Observation Reports (Assume 5 site visits)		4		10	10			\$ 5,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,320.00
1.3	Review Shop Drawings/Submittals		12	5	40	65	30	5	\$ 31,085.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,085.00
1.4	Requests for Information (RFIs)		3		6	6			\$ 3,420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,420.00
1.5	Requests for Proposals (RFPs) and Change Orders (COs)		8		16	16			\$ 9,120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,120.00
1.6	Substantial and Final Completion Walk-Throughs		5		8	8		5	\$ 5,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,440.00
1.7	Architectural Sub Construction Phase Services								\$ -	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
1.8	Structural Sub Construction Phase Services								\$ -	\$ -	\$ -	\$ 13,670.00	\$ -	\$ -	\$ 13,670.00
1.9	Electrical Sub Construction Phase Services								\$ -	\$ 34,885.00	\$ -	\$ -	\$ -	\$ -	\$ 34,885.00
	Subtotal (Hours)	0	40	5	90	115	30	10							
	Task 6 Total (Dollars)	\$ -	\$ 15,200.00	\$ 1,500.00	\$ 18,450.00	\$ 20,125.00	\$ 4,950.00	\$ 1,000.00	\$ 61,225.00	\$ 34,885.00	\$ 8,000.00	\$ 13,670.00	\$ -	\$ -	\$ 117,780.00
2.0	Record Drawings and Project Closeout														
2.1	Prepare Record Drawings from Contractor As-Builts		2		4	20	40		\$ 11,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,680.00
2.2	Draft Submittal				3	3			\$ 1,140.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,140.00
2.3	Address Comments and Submit Final Record Drawings		1		2	4	10		\$ 3,140.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,140.00
	Subtotal (Hours)	0	3	0	9	27	50	0							
	Task 7 Total (Dollars)	\$ -	\$ 1,140.00	\$ -	\$ 1,845.00	\$ 4,725.00	\$ 8,250.00	\$ -	\$ 15,960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,960.00
3.0	Reimbursable Project Expenses														
3.1	Mileage for Site Visits/Meetings								\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
3.2	Plotting/Submittals								\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
3.3	Miscellaneous Expense Reimbursement								\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal (Hours)	0	0	0	0	0	0	0							
	Task 8 Total (Dollars)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00
Base Labor Subtotal									\$78,385	\$34,885	\$8,000	\$13,670	\$0	\$0	\$134,940
Base Scope Subtotal Fee															
SUPPLEMENTAL SCOPE LEVEL OF EFFORT															
S1	Supplemental Engineering Design Services														
S1.1	Supplemental Construction Services								\$ 10,000						\$ 10,000
	Subtotal (Hours)	0	0	0	0	0	0	0							
	Task S3 Total (Dollars)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Supplemental Labor Total									\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Supplemental Scope Subtotal Fee															

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$140 - \$180
Analyst II	\$185 - \$230
Professional	\$230 - \$260
Senior Professional I	\$270 - \$335
Senior Professional II	\$360 - \$425
Senior Technical Support	\$125 - \$305
Technical Support	\$110 - \$180
Support Staff	\$95 - \$155

Effective through June 30, 2025

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



May 20, 2025

Conner Wilson, P.E.
Kimley-Horn
10101 Reunion Place, Suite 400
San Antonio, TX 78216

PROJ: City of Boerne – Ammann Rd. Pump Station
RE: Construction Phase Services Fee Proposal

Dear Mr. Wilson,

Thank you for giving us the opportunity to provide a fee proposal for construction phase services for the Ammann Rd. Pump Station project. Our proposed lump sum fee for construction phase services is \$13,670.00, and includes providing conformed drawings, reviewing shop drawings and contractor submittals, RFI reviews, site visits, and record drawings.

Please call with any questions.

Sincerely,

A handwritten signature in blue ink, reading 'William M. Gleeson', written over a horizontal line.

William M. Gleeson, P.E.
Senior Project Manager

Enclosures: Fee Proposal Breakout

Kimley-Horn / City of Boerne
Ammann Rd. GST and Pump Station

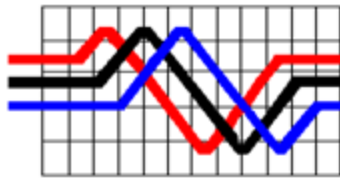
Fee Proposal (Structural)

Structural Engineering Associates, Inc.
05/20/25

Professional Service Description - Construction Phase Services	Total Task Hours	Total Task Cost	Sr. Project Manager	Sr. Structural Engr.	Structural Engineer	Junior Engineer/EIT	CADD Operator	Administrative Clerk
			\$230.00	\$230.00	\$198.00	\$129.00	\$116.00	\$96.00
Construction Phase Services	81	\$ 13,670.00						
Preparation of Conformed Drawings	9	\$ 1,348.00	1		2	2	4	
Shop Drawings/Submittals Review (PEMB, Antenna, Rebar, Etc.)	32	\$ 5,636.00	4		16	12		
Requests for Information (RFI's) Responses (2)	8	\$ 1,510.00	2		4	2		
Site Visits/Reports (3)	15	\$ 2,652.00	3		6	6		
Substantial Completion Walkthrough/Punchlist	5	\$ 884.00	1		2	2		
Preparation of Record Drawings	12	\$ 1,640.00	1		1	4	6	
Totals for Design and Construction Phase Services	81	\$ 13,670.00	12	0	31	28	10	0
Construction Phase Services		\$ 13,670.00						

ASSUMPTIONS:

1. The combined pump station and electrical building will be a Pre-Engineered Metal Building designed by the Mfr.
2. Underground obstructions that interfere with proposed structures will be identified by others and relocated.
3. Design of any temporary shoring is not included.
4. Kimley Horn will provide coordination with Owner, Contractor, and other consultants
5. Others to provide meeting minutes.
6. Modification or Rehabilitation of existing structures is not included
7. RDPIRC services are not included by SEA, but may be required for the tank foundation and building
8. No tank design or construction phase services are included



GRUBB ENGINEERING, INC.

**ELECTRICAL POWER SYSTEMS
DESIGN AND TESTING**

TBPE F 3904

June 5, 2025

V. Ryan Sowa, P.E
Kimley-Horn
10101 Reunion Place, Suite 400
San Antonio, TX 78216

Re: City of Boerne: Ammann Road Pump Station
Scope and Fee Proposal
Construction Phase Services

Dear Mr. Sowa:

Grubb Engineering, Inc. ("Grubb Engineering") is pleased to submit this Proposal to Kimley-Horn ("Client") for providing Electrical Engineering Services associated with The City of Boerne ("Owner") Ammann Road Pump Station ("Project").

Scope of Services

CONSTRUCTION PHASE SERVICES:

- Provide Conformed Documents.
- Attend up to three (3) Construction Meetings.
 - Virtual only
- Attend up to two (2) Site Visits during construction.
- Review Submittals and O&M Manuals.
- Review RFIs and provide responses.
- Assist with miscellaneous field/change orders.
- Attend Substantial and Final Completion Walkthroughs and generate punch list.
- Provide Record Drawings.
 - Provide Record Drawings based on Contractor's marked-up drawings. Record Drawing information will be based solely on the marked-up drawings and field documentation.
 - Provide draft Record Drawings in PDF format.
 - Provide final Record Drawings in PDF and CAD file format.

Re: City of Boerne: Ammann Road Pump Station
Scope and Fee Proposal
Construction Phase Services

Exclusions

The following services are excluded from the above scope:

1. As included in the original contract.

An attached spreadsheet is provided to help you with your review of our price.

Grubb Engineering will provide the services as stated for a lump sum price of **\$34,885.00**.
Invoicing will be based on percentage of completion.

Sincerely,

Steven Mouser, P.E.
Senior Project Manager

Accepted by:

Signature: _____

Date: _____

City of Boerne: Ammann Road Pump Station									
Fee Schedule									
Grubb Engineering, Inc.									
	Personnel:								
	Rate:	SR PE	GE	SR DSG	CAD				
		\$250	\$155	\$190	\$105	Total Task Hours	Total Task Cost		
TASK									
Task 4: Construction Phase Services									
4.1 Conformed Documents		1	4		4	9	\$1,290.00		
4.2 Construction Meetings		3				3	\$750.00		
4.3 Site Visits		4	4			8	\$1,620.00		
4.4 Submittal Review		24	60	28		112	\$20,620.00		
4.5 RFIs		4	4			8	\$1,620.00		
4.6 Change Orders		3	3		2	8	\$1,425.00		
4.7 Substantial Completion Walkthrough		4	6			10	\$1,930.00		
4.8 Final Completion Walkthrough		4	6			10	\$1,930.00		
4.9 Record Drawings		4	12		8	24	\$3,700.00		
							Subtotal:		\$34,885.00
	Total Hours:	51	99	28	14	192			
							Total Fees:		\$34,885.00
Personnel Legend:									
SR PE = Senior Project Engineer, PE									
GE = Graduate Engineer									
SR DSG = Senior Engineering Designer									
CAD = CADD Level 2									

May 26, 2025

Ryan Sowa, P.E. (TX)

Kimley-Horn

10101 Reunion Place, Suite 400

San Antonio, TX 78216

Direct: 210-321-3414

Ryan.sowa@kimley-horn.com

www.kimley-horn.com



Re: Boerne - Booster Pump Station Project
(Construction Administration)

Dear Mr. Mason:

DHR thanks you for the opportunity to provide a proposal for Architectural services related to the **Boerne - Booster Pump Station Project (Arch Scopes)** located off at 327 Ammann Road. Outlined below is a proposal for our Architectural fees:

Architectural Services include:

We have discussed a building size of approximately 65' x 30', Pre-Engineered Metal Building structure with a gable roof. The building wall height will be approximately 14' with a gable height of 17'. After reviewing the information provided, we offer the following list of services for your project.

DHR shall be responsible for the following Items:

Construction Phase <ul style="list-style-type: none">○ Shop drawing, RFI, change order reviews○ Attend 2 site visits○ Attend substantial completion walkthrough.○ Record Drawings efforts for updating plans based on the contractor's redlines	\$ 8,000.00
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Fees for Architectural Construction Administration will be:

Architectural Total:	\$8,000.00
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Billing and Reimbursable Expenses:

All invoices will be billed monthly. Reimbursable expenses will be billed at the actual cost plus 15%. These items include (but are not limited to) City and governmental fees, ADA review, deliveries, mileage and printing. Please see the attached Terms and Conditions.

Hourly Rates:

Any work performed beyond the scope will be billed at an hourly rate. DHR hourly rates are as follows:

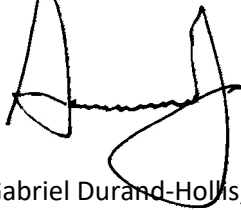
Principal	\$195.00
Architect	\$140.00
Project Manager	\$130.00
Professional Staff, 3d Graphics	\$110.00
Technical Staff	\$95.00

DURAND-HOLLIS RUPE ARCHITECTS

14603 HUEBNER ROAD, BUILDING 18 | SAN ANTONIO, TEXAS 78230
210.308.0080 | office@dhrrarchitects.com | www.dhrrarchitects.com

We have a 38-year track record of work in the area. We look forward to be a part of your success.
If you have any questions, feel free to contact me. Your consideration of our firm is greatly appreciated.
Please sign below if our proposal is accepted.

Sincerely,



Gabriel Durand-Hollis, FAIA

Accepted and Approved by:

Signature / Date

Printed Name

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas, Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337, Telephone: (512) 305-9000 / Fax: (512) 305-8900

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional architectural services, consulting and related services performed or furnished by ARCHITECT and its employees under this Agreement will be the care and skill ordinarily used by members of ARCHITECT's profession practicing implied, under this Agreement or otherwise, in connection with ARCHITECT's services.

2. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas where ARCHITECT's services are performed.

3. CONTROLLING AGREEMENT

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

4. 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 requisite types of engineers or other consultants that include reports and appropriate professional recommendations. 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 ARCHITECT 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 advice 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 CLIENT's representative will examine all studies, reports sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ARCHITECT, 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 ARCHITECT.

5. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ARCHITECT are made on the basis of information available to ARCHITECT and on the basis of ARCHITECT's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ARCHITECT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ARCHITECT prepares.

6. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specification, computer software or other items prepared or furnished by ARCHITECT pursuant to this Agreement, are instruments of services with respect to the project. ARCHITECT retains ownership of all such documents.

CLIENT may retain copies of the document for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY ARCHITECT FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO ARCHITECT, AND CLIENT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS ARCHITECT FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OR RESULTING THEREFROM. Any such verification or adaptation will entitle ARCHITECT to compensation at rates to be agreed upon by CLIENT and ARCHITECT.

7. INVOICES

ARCHITECT will submit monthly invoices for services rendered and CLIENT will make prompt payments in response to ARCHITECT's invoices.

CLIENT recognizes that late payment of invoices results in extra expenses for ARCHITECT. In the event undisputed portions of ARCHITECT's invoices are not paid when due, ARCHITECT also reserves the right, after seven (7) days prior written notice, to suspend the performances of its services under the Agreement until all past due amounts have been paid in full.

8. SUCCESSORS AND ASSIGNS

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

9. INSURANCE

ARCHITECT agrees to procure and maintain, at its expense, Workers' Compensation Insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, error, or omission for which ARCHITECT is legally liable.

Upon request, CLIENT shall be named an Additional Insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT.

10. LIMITATION OF LIABILITY

Architect's and its employee's total liability to client for any loss or damage including, but not limited to, special and consequential damages arising out of or in connection with the performance of services of any other cause, including architect's and its employees' professional negligent acts, error, or omissions, shall not exceed the lesser of \$50,000 or the total compensation received by architect hereunder, except otherwise provided under this agreement, and client hereby releases and holds harmless architect and its employees from any liability above such amount.

11. TERMINATION OF AGREEMENT

CLIENT or ARCHITECT 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 ARCHITECT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

12. 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 or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

13. EXECUTION

This Agreement, including the exhibit and schedules made part hereof, constitute the entire Agreement between ARCHITECT and CLIENT and supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.