



Mission Consolidated Independent School District  
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## *Notice and Agenda*

The Board of Trustees of the Mission Consolidated Independent School District will hold a **Special Board of Trustees Meeting** on **Tuesday, April 27, 2021, at 12:00 PM** in the **by Video Conference or Telephone Call**. At this meeting, the Board may deliberate or act on any of the subjects listed on the following agenda. The President may change the order of items listed below for the convenience of the Board.

In accordance with Governor Abbott’s declaration of the COVID-19 public health threat and action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of the District’s Board of Trustees will hold its regular Board meeting by videoconference or teleconference. The public will have the option to attend and participate in the meeting remotely by videoconference or by teleconference.

Members of the public may access this meeting as follows:

<https://mcisd.webex.com/mcisd/onstage/g.php?MTID=e654b036e02f3b5d623b409a6d23cc5b8>

United States Toll Free 1-844-992-4726

United States Toll +1-408-418-9388

Access Code: 187 269 0666

Further information on joining the meeting will be available at the Mission CISD’s website at [www.mcisd.net](http://www.mcisd.net)

**Public Comment:** Members of the public wishing to make public comment during the meeting must register by emailing [agallardo@mcisd.org](mailto:agallardo@mcisd.org) before 4:00 p.m. on the date of the meeting. The Member of the Public (Member) must provide the following information in the email:

1. The subject the Member will discuss;
2. A telephone number at which the Member of the Public may be reached;
3. The name of the interpreter and the contact information for the interpreter if the Member requires an interpreter to provide public comment; and
4. Whether the registrant will require the use of a TTY service to facilitate the public comment.

## A G E N D A

**I. Call to Order and Establish Quorum**

**II. Pledge of Allegiance and Moment of Silence**

1. U. S. Flag and Texas Flag -

**III. Comments from the Public**

**IV. Public Comment(s) on Specific Agenda Item(s)**

**V. Discussion and Possible Action**

1. Consideration and Approval to Accept Administration's Rankings and Enter into Negotiations in the Order of Ranking for the Tom Landry Stadium Repairs Project 3
2. Consideration and Approval to Accept the Best and Final Offer (BAFO) and to Enter into Contract for the On-Call Architectural Design, Material Testing and Laboratory Analysis/Geo-Technical Investigation/Environmental Services, and Mechanical, Electrical and Plumbing (MEP) Engineering Professional Services 23

**VI. Executive Session**

**1. Private Consultation with Board Attorney (Texas Gov't Code § 551.071)**

**a. Important Dates to Remember**

- (1) May 5, 2021 Board of Trustees Workshop (Committee Meetings) at 6:30 p.m.**
- (2) May 12, 2021 Regular Board of Trustees Meeting at 6:30 p.m.**

**VII. Adjournment**

**In accordance with the Texas Open Meetings Act, the Board may enter into a closed meeting to deliberate any item that is listed above that fits within an exception listed in Subchapter D. Any final action, decision, or vote on a subject deliberated in closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act.**

**This Notice was posted by 3:00 p.m. on Friday, April 23, 2021**

  
**Dr. Carol G. Perez, Superintendent of Schools**  
**Mission Consolidated Independent School District**

**SUBJECT:** Consideration and Approval to Accept Administrations Rankings and Enter Into Negotiations in the Order of Ranking for the Tom Landry Stadium Repairs Project

**PRESENTER:** Ricardo Rivera  
Assistant Superintendent for Operations

**BACKGROUND INFORMATION**

**STADIUM:**

Tom Landry Stadium was built in approximately 1976 and additional seating was installed in approximately 1989. It currently has only four (4) handicap seating spaces on both the home and visitors side. The home side has a seating capacity for 5000 persons and the visitor's side has a seating capacity for 4000 persons.

At the Regular Board of Trustees meeting held on Wednesday, August 11, 2010 the Board approved a structural assessment to be conducted by Rick Hinojosa Structural Engineering. A report was completed on August 27, 2010. No further action was taken.

At a football game on September 26, 2013 and at the Regular Board of Trustees meeting of Wednesday, October 09, 2013, a concerned citizen brought to attention the fact that Tom Landry Stadium was not in compliance with the American Disabilities Act (ADA) current code concerning the required handicap seating spaces. As per ADA the breakdown for seating is 6 spaces for 1 – 500 seats then 1 seat for every 150 additional seats. As per calculations required additional seating on the home side will be 36 ADA seats and on the visitors side will be an additional 30.

On October 08, 2013 I contacted Mr. Tim Petty, Program Specialist V with the Texas Education Agency (TEA) to discuss this issue and he confirmed that we were not in compliance with current codes and standards concerning stadium seating.

At the Regular Board of Trustees meeting held on Wednesday, December 11, 2013 and after consultation with our legal counsel, the Board approved for renovations to the Tom Landry Stadium Press Box and for the additional required ADA stadium seating.

The current press box is approximately 30 years old and has never been renovated. When new bleacher seating was installed the press was moved by crane to its current location. With the installation of a new scoreboard additional staff will need to be placed in the press box to operate the system. Currently approximately nine persons are in the box, however, it is now estimated that up to twenty-two persons may be in the box at any given time. This added weight along with the additional weight of chairs and equipment may cause a stress on the structure. As per our legal counsel, there is no legal law that states that the structure needs to be evaluated, however, for safety precautions

Administration is considering a structural assessment study to be conducted on the press box to ensure that the structure is capable of sustaining the additional weight.

At the Regular Board of Trustees meeting held on Wednesday, March 20, 2013 Administration presented and the Board approved Consideration and Approval to Contract with Rick Hinojosa Engineering for a Re-Assessment of the Tom Landry Stadium Press Box.

At the Regular Board of Trustees meeting held on Wednesday, April 10, 2013 the Board was advised that due to concerns and possible code regulations requiring an elevator to be installed for the press box, inquiries were made to Mr. David Hansen, Legal Counsel. As per building code an elevator is required should the square footage of a press box be larger than 500 sq.ft.. Our current press box is approximately 40' X 8' which is 320 sq.ft.. However, should only renovations be required without the addition of sq. footage the initial structural assessment will need to be considered. Furthermore, it is the responsibility of the structural engineer to make the decisions of what is currently within building codes and regulations even if it is only renovations. The possible recommendation of constructing adjacent press boxes may still require an elevator to be installed. The sq. footage requirement applies to the "aggregate" total sq. footage of all press boxes. Again, it will be the responsibility of the structural engineer to make that determination. Renovations to include floor support, the construction of an interior wall, counter tops, sliding windows.

At the February 05, 2014 Facilities Committee meeting, a presentation by Rick Hinojosa Structural Engineering stated that current plans to improve the press box must include the installation of an elevator or a ramp access to the press box as per the State of Texas current code. At this meeting the committee decided to cancel the press box renovation project.

At the Special Board of Trustees Meeting held on Wednesday, April 20, 2016, the Board approved the following:

Administration is again exploring the possibility of a stadium renovation to include a new press box, new reserve section seating with back rests, new concession stands, new concrete base under the bleachers along with new bleachers to meet current ADA rules and regulations. New bleachers to also include those at Leo Najo Baseball Park.

Administration is requesting approval to advertise for Request for Qualifications (RFQ's) for architectural/civil engineer services as the recommended process for the selection.

The ranking of Request for Qualifications responses must be on the basis of demonstrated competence, qualifications, capability to perform, the past performance of the firm and members of the firm, and other appropriate factors submitted by the firm in response to the request for qualifications, except that cost-related or price related evaluation factors are not permitted as provided by Section 2254.004, Government Code.

If approved, Administration will begin advertising for architects and then begin the process of reviewing the firms as per the RFQ's and schedule presentations for the Board to review and possibly select a firm.

Advertisements for Request for Qualifications (RFQ's) for architects were advertised in the local newspaper on Wednesday, June 1<sup>st</sup> and June 8<sup>th</sup>, 2016 along with being posted on the MCISD website. RFQ's were due at Central Office on Thursday, June 23, 2016 at 2:00 p.m...

Three (3) architectural firms submitted an RFQ and they were reviewed for completeness and adherence to the instructions of the request by Mr. Roosevelt Rios, Purchasing Coordinator and Ms. Tammy Tijerina, Project Manager on Thursday, July 28, 2016. The firms are listed below:

PBK Architects GIGNAC  
& Assoc.  
Alvarado Architects

This agenda item and presentation(s) were originally scheduled for Wednesday, August 03, 2016, however, they were postponed for a later date and time.

At the Facilities/Environment Committee held on Wednesday, August 24, 2016, the three ranked firms were invited to make a presentation to a Special Facilities/Environment Committee meeting and those Board members in attendance. The Committee allowed the firms a 15 minute presentation session along with a 15 minute question and answer session. The Committee along with Mr. Ricardo Rivera evaluated and ranked the firms on the basis of demonstrated competence and qualifications pursuant to the Professional Services Procurement Act as per the presentations. The rankings were then presented at the Special Board of Trustees meeting for consideration and approval for the selection of services.

At the Special Board Meeting held on Wednesday, August 24, 2016, the Board approved the rankings and selection of Alvarado Architects for services for the Tom Landry Stadium Renovations Project.

At the Regular Board Meeting held on Wednesday, September 14, 2016, the Board approved the contract for Alvarado Architects for the Tom Landry Stadium Renovations Project.

At the Regular Board Meeting held on Wednesday, November 09, 2016, the Board approved the project and budget, the procurement method and Alvarado Architects request of Schematic Design and Design Development for the Tom Landry Stadium Renovations Project. Alvarado Architects, District Staff and Coaches have been working on the design due to the extremely tight timeline, this project has to be completed by late July 2017. Current design will have new concession stands, new parking, new parking over-layer where needed, concrete area below home side, new stadium fascia, new complete seating bleachers at both home and visitor side, home side reserved seating to have back rests, seating and ramps to be ADA compliant, new ticket booths, press box with elevator as recommended design, new stadium lighting as required along with other required items needed for the project.

At the Regular Board meeting held on Wednesday, December 14, 2016, the Board approved Alvarado & Associates final design and Approval for 24 inch Wide Seats in the Reserved Section for the Tom Landry Stadium Renovations Project.

Advertisements in the local newspapers and at the Association of General Contractors Office (AGC) were posted on December 18, 2016 and December 25, 2016 for the new design. A pre-proposal meeting was held on Tuesday, January 10, 2017 at 2:00 P.M. at Central Office.

Proposals were publicly opened on Tuesday, January 17, 2017 at 4:00 P.M. at Central Office. Pre-ranking of the proposals were conducted by Mr. Roosevelt Rios, Mr. Albert Rodriguez and Mr. Adrian Hernandez, Project Manager on Tuesday, January 17 and Wednesday, January 18, 2017.

At the Facilities Committee meeting the Committee reviewed the pre-ranking of firms and then proceeded to officially rank the firms proposals. These rankings will then be presented to the Board of Trustees for consideration and approval for entering into negotiations in the order of ranking recommended at a special called meeting on Monday, January 23, 2017 at 7:30 a.m..

Pre-ranking of proposals by Administration is merely a district process to pre-check if all requested documents and information in the Request for Proposals (RFP) was submitted prior to the Evaluation and Selection Committee formal evaluation. The pre-ranking of proposals is strictly unofficial. The Request for Proposal (RFP) package includes document CSP – 00350 Evaluation and Selection Criteria for Competitive Sealed Proposals which defines this portion of the procurement process. The District Evaluation and Selection Committee is comprised of three (3) Board of Trustees Facilities Committee Members and one (1) appointed Administration Staff. The Evaluation and Selection Committee will evaluate, rank and publish all proposals. The Evaluation and Selection criteria has been approved by the Mission C. I. S. D.'s Board. Once the M. C. I. S. D. Board of Trustees approves the ranking, the District Evaluation and Selection Committee will then proceed to negotiate a contract with the highest-ranking Proposer.

#### Pending

The Finance department in conjunction with the districts finance consultants have been designing a funding package for this project. In order to ensure this project under this funding source be securely financed Administration is recommending to adjust the contingency budget by an increase of \$2 million. Thus, the total construction budget to include all soft-costs will not exceed \$10 million.

Three proposals were submitted for this project and were ranked by the Facilities Committee as per MCISD guidelines and procedures. The Board must now consider the rankings and approve to enter into negotiations with the top ranked firms in the order selected. Rankings listed below:

<u>Company</u>	<u>Base Proposal</u>	<u>Alt. #1</u>	<u>Days</u>
Holchemont Const. (291)	\$7,463,000.00	(\$287,000.00)	235
E-Con Const. (287.6)	\$7,450,000.00	\$210,000.00	180
Central Builders (260.2)	\$8,000,000.00	\$500,000.00	180

Note:

Alternate #1 is for a larger custom built press box of which Administration recommends approving. Both E-Con Construction and Central Builders have an additional cost for this alternate, as per Holchemont Construction their base bid includes the larger custom press box. Should MCISD select the smaller pre-fabricated press box Holchemont has a \$287,000.00 deduct from their base bid. The intention is for a notice to proceed (NTP) to be issued on or before February 01, 2017 with a substantial completion date of July 31, 2017, which is 180 days, Holchemont has a substantial completion date of September 24, 2017. Proposals and days are all prior to negotiations.

At a Special Board of Trustees meeting to be held on Monday, January 23, 2017, the Board will consider and possibly approve the rankings to allow negotiations to begin. It is Administrations intent to bring forward at the Regular Board of Trustees meeting to be held on Wednesday, January 25, 2017 an approval and recommendation for a best and final offer (BAFO) and to enter into contract with the selected general contractor. It is MCISD's construction procurement process to present all items for Facilities Committee discussion prior to presenting to the Board of Trustees for final approval.

At the Regular Board of Trustees meeting held on Wednesday, January 25, 2017, the board approved the best and final offer (BAFO) from Holchemont in the amount of \$7,463,000.00 with alternate #01 custom press box included as part of the contract. Notice to proceed (NTP) was issued on February 02, 2017 with a substantial completion date of August 21, 2017.

At the Regular Board of Trustees meeting held on Wednesday, April 12, 2017, the board approved and pulled the following items:

Consideration and Approval of AEA #01 for CPR #02 to Furnish and Install Sports Lighting for the Tom Landry Stadium Renovations Project.

Sports Lighting Allowance:	\$600,000.00	AEA
#01 Sports Lighting:	<u>\$580,392.00</u>	
Balance:	\$ 19,608.00	

Consideration and Approval of AEA #02 for CPR #03 to Furnish and Install a Scoreboard Sound System for the Tom Landry Stadium Renovations Project. Item was pulled for further pricing on additional speakers throughout the stadium.

Consideration and Approval of AEA #03 for CPR #04 to Furnish and Install Football Safety Netting System for the Tom Landry Stadium Renovations Project. Item was pulled due to MCISD having the netting and poles and only required pricing for the installation.

Consideration and Approval of AEA #04R to "Credit" the Allowances for the Tom Landry Stadium Renovations Project. Item was pulled due to other items being pulled thus not being able to present an accurate balance total.

Consideration and Approval of CPR #06 to Change the Size of the Bronze Statue for the Tom Landry Stadium Renovations Project.

Bronze Statue Allowance:	\$ 50,000.00
CPR#06 Bronze Statue:	<u>\$129,400.00</u>
Bronze Statue Allowance Balance:	(\$ 79,400.00)

Due to inclement weather in the month of March Holchemont Construction requested additional delay days, thus, they presented Consideration and Approval of CPR #09 for Seven (7) Delay Days for the Tom Landry Stadium Renovations Project. The new substantial completion date is August 28, 2017.

Administration presented Consideration and Approval of Selection of Color and Pattern for the Reserved Seating on Home Side for the Tom Landry Stadium Renovations Project. The Board approved option #1 alternating colors.

At the Regular Board of Trustees meeting held on Wednesday, May 10, 2017, the Board approved and pulled the following items:

Contingency Allowance:	\$100,000.00
AEA #01 Sports Lighting:	\$ 19,608.00
CPR #6 Bronze Statue:	<u>\$ (79,400.00)</u>
Contingency Balance:	\$ 40,208.00

Consideration and Approval of AEA #03R for CPR #04 to Furnish and Install Football Safety Netting System for the Tom Landry Stadium Renovations Project.

Football Safety Net System Allowance:	\$10,000.00
AEA#03 Football Safety Net System:	<u>(\$ 7,500.00)</u>
Balance:	\$ 2,500.00

Consideration and Approval of CPR #08 to Construct a Riser Room / Fire Pump for the Tom Landry Stadium Renovations Project.

Fire Suppression Pump Allowance Balance:	\$ 50,000.00
CPR # 08 Riser Room:	<u>\$ 110,428.53</u>
Balance:	(\$ 60,428.53)

Contingency Balance:	\$40,208.00
CPR #8 Riser Room:	(\$60,428.53)
Plus Overhead and Profit	<u>(\$2730.47)</u>

Contingency Balance: (\$22,951.00)

Due to inclement weather in the month of April and MCISD testing Holchemont Construction requested additional delay days, thus, they presented Consideration and Approval of CPR #09 for Eight (8) Additional Delay Days for the Tom Landry Stadium Renovations Project. The new substantial completion date is September 05, 2017.

Note: The first scheduled football game is for Friday, September 01, 2017 with VMHS vs Harlingen. Substantial completion is granted when the facility can be utilized for its intended use. The City of Mission Fire Marshal must approve the facility to include all fire systems are inspected and tagged “approved” along with all ADA inspections and approvals and to include the inspection and approval of the elevator system and to include any other inspections required. Coaches are working on a Plan “B” should the stadium not be completed on time.

Administration recommended Consideration and Approval of Re-naming for the Tom Landry Stadium Renovations Project as “Tom Landry Hall of Fame Stadium”.

Administration recommended Consideration and Approval of Selection of Color for Reserved Seating on Home Side for the Tom Landry Stadium Renovations Project.

Recommendation is based on the colors selected by Coach Detmer, Coach Gilpin, Athletic Director Joe Sanchez and Athletic Director Leticia Ibarra.

Royal Blue  
Texas A&M – Maroon

After a lengthy discussion on possible color dis-coloration of the royal blue and maroon seats the Board approved “grey” for the reserved seating.

Alvarado Architects presented a “pose” selection on the statue. At the Facilities Committee meeting held on Wednesday, May 03, 2017, the Committee along with members of the Campus Construction Over-Sight Committee members reviewed and discussed the five (5) options of poses brought forward by Mr. Alvarado. By virtue of the discussion and by show of hands, options #1 and #4 were selected for presentation to the Board. The Board approved Consideration and Approval of Tom Landry Statue Pose for the Tom Landry Stadium Renovations Project Option #1.

At the Facilities/Environment Committee meeting held on Wednesday, June 07, 2017 several CPR’s were presented and discussed. These CPR’s may become change orders should current available allowances not cover the over-budget of the project when it is finalized. MCISD Administration stressed to Alvarado Architects and Holchemont Construction the discontent of change orders and requests for additional construction time. Administration stressed the importance of having the project completed as per the original substantial completion date.

At a Special Board of Trustees meeting held on Wednesday, June 07, 2017, the Board granted Superintendent Dr. Ricardo Lopez authority to approve change orders/change proposal request for the Tom Landry Stadium Renovations Project in the amount not to exceed a total of \$250,000.00. This action was to facilitate the change order/CPR process and not delay the general contractor waiting for a decision.

The following Change Orders/CPR's were approved by Superintendent Dr. Ricardo Lopez on Wednesday, June 07, 2017:

Supt. Approval Balance:	\$250,000.00
CPR#05R Structural Steel:	\$ 31,824.00
CPR#06R Bronze Statue Foundation:	\$ 12,161.00
CPR#11 for MEP changes at the Press Box:	\$ 8,674.00
CPR#14 for HVAC at the Gift Shop:	\$ 12,268.00
CPR#19 for Additional Gates for Eagle Drive:	<u>\$ 1,816.00</u>
Supt. Approval Balance:	\$183,257.00

Consideration and Approval of CPR#05R for Structural Steel between Grandstands and Custom Press Box for the Tom Landry Stadium Renovations Project.

Contingency Balance:	(\$22,951.00)
Structural Steel Additions Cost:	<u>\$31,824.00</u>
Contingency Balance:	(\$54,775.00)

Consideration and Approval of CPR#06R for Bronze Statue Foundation and Base for the Tom Landry Stadium Renovations Project.

Contingency Balance:	(\$54,775.00)
Bronze Statue Base Foundation Cost:	<u>\$12,131.00</u>
Contingency Balance:	(\$66,906.00)

Consideration and Approval of CPR#11 for MEP changes at the Press Box for the Elevator for the Tom Landry Stadium Renovations Project. Holchemont, LTD is requesting eight (8) additional day, if approved, the new substantial completion date is September 13, 2017. As per Alvarado Architects additional days will not be submitted.

Contingency Balance:	(\$66,906.00)
Electrical at press box Cost:	<u>\$ 8,674.00</u>
Contingency Balance:	(\$75,580.00)

Consideration and Approval of CPR#14 for HVAC at the Gift Shop for the Tom Landry Stadium Renovations Project.

Contingency Balance:	(\$75,580.00)
HVAC at gift shop Cost:	<sup>10</sup> <u>\$12,268.00</u>

Contingency Balance: (\$87,848.00)

Consideration and Approval of CPR#19 for Additional Gates for Eagle Drive for the Tom Landry Stadium Renovations Project

Contingency Balance: (\$87,848.00)  
Gates at Eagle Drive Cost: \$ 1,816.00  
Contingency Balance: (\$89,664.00)

At the Regular Board of Trustees meeting held on Wednesday, June 21, 2017, The Board did not approve Consideration and Approval of CPR#20 for Additional Four (4) Rain Days for the Month of May for the Tom Landry Stadium Renovations Project.

\*Note: After meeting with Alvarado Architects and Holchemont LTD, they were advised that Administration will be questioning any further delay days submitted and that Holchemont should continue working on a recovery schedule plan to attempt to bring this project at the initial substantial completion date of August 21, 2017.

The following Change Orders/CPR's were approved by Superintendent Dr. Ricardo Lopez on Thursday, June 29, 2017 in order to have the project continue without contractor delays:

Supt. Approval Balance Granted: \$183,257.00  
CPR#12 Track Timing System: \$ 45,322.00  
Supt. Approval Balance: \$137,935.00

Change Order Amount to Date: (\$134,986.00)

Note: General Contractor has added 12% overhead and profit and 1.5% for project bonding on all change order amounts.

Soil Stabilization Allowance: \$10,000.00  
CPR #16 Soil Stabilization: \$10,000.00  
Balance: \$ 0.00

Utility Allowance: \$20,000.00  
CPR #21 Boring & Trenching: \$16,830.00  
Balance: \$3,170.00

At the Special Board of Trustees Meeting to be held on Thursday, July 27, 2017, Administration presented to the Board Consideration and Approval of CPR#15 for Graphics for the Tom Landry Stadium Renovations Project. This amount is to be taken from the graphics allowance already included in the original contract.

Graphics Allowance Balance: \$100,000.00  
Banner system: <sup>11</sup>(\$ 51,148.50)  
Identification signage: (\$ 26,815.00)

Bleacher section signage:	(\$ 13,625.00)
Traffic signage:	(\$ 2,136.00)
Fire lane striping:	<u>(\$ 3,700.00)</u>
Balance:	\$ 2,575.50

At the Regular Board of Trustees meeting held on Wednesday, August 09, 2017, the Board considered and approved some of the following items:

As per our Legal Counsel, the Board did not need to vote on agenda item, Consideration and Approval of Additional Seven (7) Delay Days for AEA#11 for CPR #21 for the Tom Landry Stadium Renovations Project which was previously denied but being brought forward by Holchemont, LTD. once again for consideration. The Board had stated it would possibly revisit this request and no action was taken.

Consideration and Approval of AEA#12 for CPR #22 for Landscaping and Irrigation for the Tom Landry Stadium Renovations Project.

Landscape/Irrigation Allowance:	\$20,000.00
CPR#22 Landscape & Irrigation:	<u>\$17,383.00</u>
Balance:	\$ 2,617.00

Consideration and Approval of AEA#13 for CPR #24 to Up-grade the Scoreboard System for the Tom Landry Stadium Renovations Project.

Scoreboard Sound System Allowance:	\$55,000.00
CPR#24 Scoreboard System:	<u>\$34,934.00</u>
Balance:	\$20,066.00

Consideration and Approval of CPR #23 for Speaker System for the Tom Landry Stadium Renovations Project. This agenda item was pulled.

At the Regular Board of Trustees meeting held on Wednesday, September 13, 2017, the Board revisited and approved Consideration and Approval of Additional Seven (7) Delay Days for AEA#11 for CPR #21 for the Tom Landry Stadium Renovations Project. As of the date of this Board of Trustees meeting Holchemont LTD will be into possible liquidated damages as per contract of \$1,500.00 per day of not meeting the substantial completion date. Administration brought forward this request, the new substantial completion date is September 12, 2017.

At the Regular Board of Trustees meeting held on Wednesday, October 11, 2017, the Board took the following actions for the following items:

Consideration and Approval of CPR #12R3 for Additional Power for the Tom Landry Stadium Renovations Project. Please note that Holchemont, LTD will require and extra four (4) days. If approved, the new substantial completion date is September 16, 2017. This item was pulled until further review.

Note: MCISD does not agree with this pricing, however, there will be a cost associated with installing conduits within the concrete slab which was done earlier. If the revised pricing is not approved MCISD Maintenance will complete the electrical connections.

Contingency Balance: (\$134,986.00)  
CPR#12R3 for Additional Power: \$ 0.00 (Org. price \$10,134.42)  
Change Order Amount to Date: (\$134,986.00)

Consideration and Approval of CPR #12R5 for Additional Cabling for Track Timing System for the Tom Landry Stadium Renovations Project. Please note that Holchemont, LTD will require and extra fourteen (14) days. If approved, the new substantial completion date is September 30, 2017. This item was pulled until further review.

Contingency Balance: (\$134,986.00)  
CPR#12R5 Additional Cabling: \$ 0.00 (Org. price \$54,468.65)  
Change Order Amount to Date: (\$134,986.00)

Consideration and Approval of CPR #17 to "Credit" Two (2) Wireless Access Points, Shortel Phone and Video Server for the Tom Landry Stadium Renovations Project. This item was approved.

Contingency Balance: (\$134,956.00)  
CPR#17 "Credit" on Technology: \$ 5,000.00 "Credit"  
Change Order Amount to Date: (\$129,986.00)

Consideration and Approval of CPR #18 to "Credit" Fire Alarm and Intrusion Systems for the Tom Landry Stadium Renovations Project. This item was approved.

Contingency Balance: (\$129,986.00)  
CPR#18 "Credit" Fire Alarm System: \$ 2,800.00 "Credit"  
Change Order Amount to Date: (\$127,186.00)

Consideration and Approval of CPR #25 to Relocate Cross Bracing at Concession Stands for the Tom Landry Stadium Renovations Project. This item was approved with the cost change to \$5,221.00

Contingency Balance: (\$127,186.00)  
CPR #25 to Relocate Cross Bracing: \$ 5,221.00 (Org. price \$10,442.00)  
Change Order Amount to Date: (\$132,407.00)

Consideration and Approval of CPR #26 to Remove and Replace Concrete from the Ramps for the Tom Landry Stadium Renovations Project. Please note that Holchemont, LTD will require and extra two (2) days. If approved, the new substantial completion date is October 2, 2017. This item was pulled, Javier Hinojosa Civil Engineer will take care of this item.

Contingency Balance:	(\$132,407.00)
CPR #26 to Remove and Replace Concrete:	\$ <u>0.00</u> (Org. price \$4,483.25)
Change Order Amount to Date:	(\$132,407.00)

Consideration and Approval of CPR #27 to Add IDF Rack, Quad Receptacles and Data Drops on the Visitor’s Side Bleachers for the Tom Landry Stadium Renovations Project. Please note that Holchemont, LTD will require and extra three (3) days. If approved, the new substantial completion date is October 5, 2017. This item was pulled, MCISD will take care of this item.

Contingency Balance:	(\$132,407.00)
CPR #27 to Add IDF Rack:	\$ <u>0.00</u> (Org. price \$18,357.49)
Change Order Amount to Date	(\$132,407.00)

Consideration and Approval of CPR #29 for Additional Eleven (11) Delay Days for the Tom Landry Stadium Renovations Project. If approved, the new substantial completion date is October 16, 2017 pending all other CPR’s being submitted. The Board took no action on this item.

Consideration and Approval to Grant Administration Authority to Approve Substantial Completion for the Tom Landry Stadium Renovations Project. Dr. Lopez, Superintendent will have the authorization. This item was approved.

Note: No additional delay days were approved at this meeting. Substantial completion continues to be approximately September 12, 2017.

At the Regular Board of Trustees meeting held on Wednesday, November 08, 2017, the Board took the following actions for the following items:

Consideration and Approval of CCD#01 for CPR#30 for Modifications to the Elevator Equipment Room for the Tom Landry Stadium Renovations Project. No additional days were approved.

Contingency Balance:	(\$132,407.00)
CCD#01/CPR#30 Elevator Equipment Room:	\$ <u>3,957.00</u>
Change Order Amount to Date	(\$136,364.00)

Consideration and Approval of CPR#31 to “Credit” for Use of Owners Utilities for the Tom Landry Stadium Renovations Project. MCISD presented a “credit” for \$5,900.00, however, Holchemont offered only a credit amount of \$900.00.

Contingency Balance:	(\$136,364.00)
CPR#31 Use of Owners utilities:	\$ <u>5,900.00</u> “Credit”
Change Order Amount to Date:	(\$130,464.00)

Consideration and Approval of CPR#32 for HVAC Test and Balance for the Tom Landry Stadium Renovations Project.

Test and Balance Allowance:	\$5,000.00
CPR#32 HVAC Test & Balance:	<u>\$2,500.00</u>
Balance:	\$2,500.00

Consideration and Approval of CPR#33 for Two (2) Additional Fire Extinguishers for the Tom Landry Stadium Renovations Project.

Contingency Balance:	(\$130,464.00)
CPR#33 Fire Extinguishers:	<u>\$ 268.00</u>
Change Order Amount to Date	(\$130,732.00)

At the Regular Board of Trustees meeting held on Wednesday, December 13, 2017, the Board took the following actions for the following items:

Consideration and Approval of CPR #12R3 for Additional Power for the Tom Landry Stadium Renovations Project. This item was approved.

Contingency Balance:	(\$130,732.00)
CPR#12R3 additional power:	<u>\$ 6,327.00</u>
Balance:	(\$137,059.00)

Consideration and Approval of CPR#34 for "Credit" for the VIP Chair Allowance for the Tom Landry Stadium Renovations Project. VIP Chair Allowance "Credit" is \$5000.00. This item was approved.

Discussion and Possible Action on Paving Repair Schedule for the Tom Landry Stadium Renovations Project.

Consideration and Approval for Final Completion, Less Betterment Fund Allowance and Final Payment, Less Liquidated Damages for the Tom Landry Stadium Renovations Project. This item was pulled due to punch list items and other contractual obligations were noncompliance.

At the Regular Board of Trustees meeting held on Wednesday, April 11, 2018 the Board took the following actions for the following items:

Consideration and Approval of CPR#23 for Sound System Raceways for the Tom Landry Stadium Renovations Project. Holchemont LTD is requesting fourteen (14) additional delay days for this work, if approved the new substantial completion date is September 26, 2017.

Contingency Balance:	(\$137,059.00)
CPR#23 for Sound System:	<u>\$ 39,839.37</u>
Balance:	(\$176,898.37)

Consideration and Approval of Grievance Agreement for Use of Owners Utilities for the Tom Landry Stadium Renovations Project. As per the November approved CPR #31, MCISD approved an owners credit for utility use of \$5,900.00. As per grievance agreement the amount was reduced to \$2,350.00, thus an adjustment needed to be made.

Previous: \$5,900.00

Final approved as per Grievance: \$2,350.00

Adjustment: \$3,550.00

Contingency Balance: (\$180,448.37)

Discussion and Possible Legal Action Regarding Parking Lot Repairs for the Tom Landry Stadium Renovations Project. At this time the Board invoked the “Self Help Provision” of the contract authorizing Administration to make necessary parking lot repairs utilizing a different contractor.

2GS and Earthworks re-paving Cost: \$24,700.00 - Parking Lot Re-paving completion date was achieved on August 06, 2018.

At the Regular Board of Trustees meeting held on Wednesday, May 08, 2019, the Board took no action on the following item: Consideration and Approval for Final Completion, Less Betterment Fund Allowance and Final Payment, Less Liquidated Damages for the Tom Landry Stadium Renovations Project. At this meeting Administration also recommended to authorize Administration and Dr. Perez to approve final completion at a later time, this was rejected with direction from the Board that they wanted this brought forward when the time came for consideration and approval.

At the Regular Board of Trustees meeting held on Tuesday, June 11, 2019 the Board took the following actions

Administration, Mr. Eli Alvarado, Architect, and Mr. Michael Montalvo, General Contractor have met six times since April 25, 2019 with the latest meeting held on Tuesday, June 04, 2019, to discuss what is required from all parties to bring this project for final recommendation and to possibly come to a mutual agreement and present to the Board of Trustees Consideration and Approval for Final Completion, Less Betterment Fund Allowance and Final Payment, Less Liquidated Damages for the Tom Landry Stadium Renovations Project. At the latest meeting Mr. Montalvo was not able to attend and for many of these meetings Dr. Perez, Superintendent was present. A 1 ½ year warranty project walk-through was conducted as per contract specifications on Friday, May 03, 2019 with Mr. Alvarado, his design staff, Mr. Montalvo, his sub-contractors and MCISD personnel present to identify any warranty items that are still pending and need correction. The meetings that are being conducted are to balance and agree on all financial/accounting matters and pending correction of work if applicable. Any matters that concern additional request for time or matters that may concern any deduction from the remaining balance owed to the contractor such as additional fees/costs or possible liquidated damages incurred the general contractor will need to follow the process as written in his contract.

As noted, Administration and Alvarado Architects believes it has tried, with due diligence, to work on all pending accounting/fiscal matters with Mr. Montalvo, however, we continue to not agree on a mutual amount. Administration presents Discussion with Legal Counsel Regarding Closeout for the Tom Landry Stadium Renovations Project with MCISD processing any possible pay applications to Holchemont Construction with monies being withheld that are not in contention.

Note: Additional structural assessment is continuing by Rick Hinojosa, Structural Engineering and is pending completion. They are pending additional concrete test results.

**Tom Landry Stadium Project Timeline:**

Notice to Proceed (NTP) – 02/01/2017

Original Substantial Completion Date – 08/21/2017

36 delay days Board approved due to testing, weather, change orders

New substantial completion date – 09/26/2017

Approved substantial completion date – 11/10/2017 (45 days late)

Original Final Completion Date – 12/10/2017

New Final Completion Due Date – 04/20/2018 (131 days late)

Possible LD's for not meeting Subst. Completion: 45 days X \$1,500.00 = \$67,500.00

Possible LD's for not meeting Final Completion: 131 days X \$500.00 = \$65,500.00

Possible LD's for delay in re-paving of parking lot: 7 days x\$500.00 per day = \$3,500.00

Possible LD's Incurred: \$136,500.00

**Other Possible Fees/Costs:**

Re-paving of parking lot = \$24,700.00

Structural Engineering cursory inspection = \$5,000.00 (Rick Hinojosa, Structural Engineering)

Hinojosa full structural assessment = \$30,000.00 (if applicable)

TDLR re-inspections = \$285.00

Terracon Structural additional services = \$15,000.00

Pending "credit" for three (3) parking lot poles not installed = \$53,489.08

Approximate Possible Total Amount of addtl. fees/costs: \$128,474.08

Additional Architect Fees: \$85,695.00 (if applicable/pending)

Balance on contract: \$416,406.11

Possible LD's: \$136,500.00 Possible

addtl. Costs: \$128,474.08

Possible addtl. Arch. Fees: \$ 85,695.00

Paid Holchemont: \$ 43,189.25 (07/24/19 Pay App. #10 rev.3)

Est. Current Balance on Contract: \$380,251.23

At the Regular Board of Trustees meeting held on Wednesday, August 14, 2019 the Board took the following actions.

At this meeting the Mr. Rick Hinojosa Structural Engineering Assessment report was not available for the Board of Trustees to review, however, Administration had preliminary verbal discussions with Hinojosa on what he was to submit, the report was to be finalized on Friday, August 16, 2019. Should the report state that repairs were required Administration presented Consideration and Possible Action Regarding Procurement of Design and Construction Services for the Tom Landry Stadium Repairs in advance.

After conducting field reviews and inspections Mission CISD contracted with Rick Hinojosa Structural Engineering to conduct a third party Visual Cursory Observation on the bleachers for the visitors side of Tom Landry Stadium. On September 06, 2018 the observation report with conclusions and recommendations was submitted. In brief, Hinojosa stated that the cracked piers did not affect the immediate load carrying capacity of the structure and the stadium could be used. However, the recommendations were to conduct a complete assessment of all piers and repair all necessary items addressed in the complete assessment.

Administration was approved to contract with Hinojosa to conduct a full stadium assessment to include not only concrete piers but to inspect the entire structure of the stadium. On August 08, 2019, Hinojosa Engineering submitted a preliminary assessment letter for our review noting possible reinforcement required.

On August 16, 2019, Hinojosa Structural Engineering submitted their Visual Structural Condition Assessment of Tom Landry Stadium for our review.

At the September 11, 2019 Regular Board of Trustees meeting and based on Mr. Hinojosa's report, Administration presented Consideration and Approval of Design and Construction Services for the Tom Landry Stadium Repairs.

The Board of Trustees must take the necessary action in accordance with Texas Education Code 44.035 which consisted of the selection/designation of an architect and/or engineer to prepare construction documents for this project. The engineer and/or architect selected or designated will have full responsibility for complying with the Texas Engineering Practice Act (Article 3271a, Vernon's Texas Civil Statutes) or Chapter 478, Acts of the 45th Legislature, Regular Session, 1937 (Article 249a, Vernon's Texas Civil Statutes) as applicable.

If the engineer or architect is not a full-time employee of the District, the Board must select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code. The selected architect/engineer along with preparing construction documents will be required to provide MCISD with an estimated project budget.

Current and/or past structural engineers that have worked with MCISD are listed below, the Board of Trustees may select from one of these engineers on the basis of demonstrated competence and qualifications or may direct Administration to seek for Request for Qualifications (RFQ's), on an engineer or architect.

Rick Hinojosa Structural Engineering (conducted assessments)  
Channin Structural Engineering (original project structural engineer)

The Board of Trustees selected Mr. Rick Hinojosa Structural Engineering to conduct a thorough third-party structural assessment of the Tom Landry Stadium Project.

On or about January 27, 2020, Mr. Hinojosa submitted to Administration a proposal for forensic engineering services from MEG Engineers. The Forensic Engineering Services will include Ground Penetrating Radar (GPR) Scans of one-hundred and fifty-six (156) piers by scanning four (4) grids at each pier location. A grid will consist of a three (3) foot by two (2) foot rectangle made up of thirty-five (35) gridlines spaced at six (6) inches on center. Total linear footage of scanning will be eighteen thousand and ninety-six (18,096) feet. The report will include detailed rebar locations of the piers. The proposal cost for this service was \$56,000.00.

At the Facilities/Environment Committee Meeting of February 05, 2020 this proposal and engineering service was presented and discussed. At this time the decision was made for Administration to proceed with Hinojosa Structural Engineering and MEG Engineers to conduct only seventy-eight (78) GPR Scans on the stadium. These scans would be divided between the home and visitors side piers at a proposal cost of \$34,988.00.

At the Regular Board of Trustees meeting held on April 08, 2020 the Board approved the following, Preliminary reports from both engineering firms indicate that a complete GPR Scan of all piers would be advisable to have a complete pier assessment on the stadium. Thus, Administration recommends Consideration and Approval of Additional Ground Penetrating Radar (GPR) Scans for Piers at the Tom Landry Stadium Bleacher Project. The estimated proposal cost would be the difference from the original proposal to what has been approved for the first phase. Estimated proposal \$21,012.00.

At the Regular Board of Trustees meeting held on September 09, 2020, as an informational Board Item, a presentation was given by Rick Hinojosa Structural Engineering, Mr. Albert Trevino, on the Tom Landry Stadium Renovation Project status. Mr. Trevino reported on the findings for the GPR scans conducted and has stated, "the scans in the report indicate that the majority of the piers do not have pier reinforcement per the shop/erection drawings provided by Sturdi Steel who provided the bleachers".

At the meeting of September 09, 2020, Hinojosa Structural Engineering was to provide a final and complete comprehensive report on the findings and recommendations for correction on all items indicated on the assessment. Findings and recommendations were to include and not limited to the disciplines of Structural, Mechanical, Electrical, Plumbing (MEP) and Civil. At this meeting Hinojosa Structural Engineering was directed to provide this comprehensive report and not only the GPR scans report.

Since this initial directive, Hinojosa Structural Engineering has been contacted both on October and December 2020 for the final report and we continue to have no response. Administration will continue to utilize all avenues to request the final report so that we may move forward with repairs required.

On January 14, 2021, Rick Hinojosa Structural Engineering was sent both an email correspondence and a certified letter requesting his personal appearance at the Wednesday, January 20, 2021 Board of Trustees Work Shop to present the final project findings. At 4:01 p.m. on that day Mr. Hinojosa contacted us that he had a family emergency and would try to attend. With this correspondence he attached "Mission CISD Tom Landry Stadium Ground Penetration Radar (GPR) Scanning Findings Letter". This letter referenced the GPR scanning done at the stadium.

In discussion at the Work Shop of January 14, 2021, the Board instructed our legal counsel to draft a letter to request Mr. Hinojosa's presence and to once again present his findings at the Board Work Shop of Wednesday, February 03, 2021. Legal counsel sent a certified letter and emailed the letter to Mr. Hinojosa's attention on Tuesday, January 26, 2021. My office then proceeded to re-send this letter to Mr. Hinojosa the following day. A "read receipt" message was received from his office on Friday, January 29, 2021 at approximately 12:10 p.m. acknowledging receipt of our request to be present.

At this Work Shop of Wednesday, February 03, 2021, the Board will hear the presentation and may have a question and answer session with Mr. Hinojosa on the findings and recommendations. At this time the Work Shop may have a Discussion and Possible Action to Procure Engineering Services for Analysis and Remediation for the Tom Landry Stadium Project and to Grant Administration Authorization to Procure Services. The presentation was not held at the Work Shop and was presented at a Special Board of Trustees Meeting after.

At the Special Board of Trustees meeting of Wednesday, February 03, 2021, Mr. Rick Hinojosa presented his "Mission CISD Tom Landry Structural Comprehensive Assessment Report". After discussion with the Board of Trustees and Administration, Mr. Hinojosa was directed to once again present at the Regular Board of Trustees meeting of Wednesday, February 10, 2021. This presentation is to mainly address all the viable options on how to correct the issue of the piers found to be not safe and not constructed as per code as noted in the report and reported by Mr. Hinojosa at the meeting. He is to also present a scope of work and a phasing plan of repairs beginning with the most safety critical items. What will also need to be addressed is if any other areas will be damaged while repairing the piers, such as the flatwork. Each option(s) will need to satisfy all building and structural codes along with satisfying all safety compliance codes. At this meeting Mr. Hinojosa was advised that time was critical for the usage of the stadium since graduation ceremonies have already been scheduled. Mr. Hinojosa stated that plans and specifications should be finalized soon and we may be able to advertise for competitive sealed proposals (CSP's) within the next couple of weeks and possibly have a contractor begin repairs as quickly as the procurement process allows, that is the goal.

The procurement process will be Competitive Sealed Proposals (CSP's) of which the Board adopted as the method of delivery. The Board approved the Hidalgo County Prevailing Wage Rate of which is an exhibit and was attached. The Board also adopted the selection criteria of which proposals are evaluated and ranked. Administration also recommended that the Board authorized the Superintendent to rank the proposals and to negotiate an agreement with the highest ranked contractor.

On February 10, 2021, the Board approved Consideration and Possible Action Regarding Permanent and Emergency Repairs for the Tom Landry Stadium to Include the Wage Rate, Selection Criteria, and Authorization to Dr. Perez as mentioned under the Administrative considerations.

Advertisements in the local newspapers for Competitive Sealed Proposals (CSP's) were posted on March 24, 2021 and March 31, 2021. Proposals were to be opened April 08, 2021 and firms would be able to view remotely. The virtual pre-proposal meeting was Thursday, April 01, 2021 at 2:00 p.m. to allow all prospective contractors the opportunity to ask questions concerning the project plans and specifications.

CSP's were to be submitted on April 8, 2021, and were to be reviewed and ranked by the Administration Committee. This Administrative review was to be presented at the Regular Board of Trustees Meeting of Wednesday, April 14, 2021.

On Wednesday, April 06, 2021 Hinojosa Structural Engineering submitted a recommendation to extend the bid date by two weeks to allow contractors and sub-contractors more time to bid on the project. He also stated that a second pre-bid conference be held followed by a walk-through of the stadium facility. This recommendation was due also to no contractors attending the initial pre-bid conference. This recommendation was presented at the Board of Trustees Work Shop on Wednesday, April 08, 2021.

### **ADMINISTRATIVE CONSIDERATIONS**

A second pre-proposal meeting was held on Thursday, April 15, 2021. With the two-week extension proposals were due and opened on Thursday, April 22, 2021 at 2:00 p.m. at the Central Office Board Room. Proposals will now be reviewed, evaluated and ranked by Administration.

Due to the timeline to begin permanent repairs Administration has requested a Special Board of Trustees meeting on Tuesday, April 27, 2021. At this meeting Administration will present Consideration and Approval to Accept Administrations Rankings and Enter Into Negotiations in the Order of Ranking for the Tom Landry Stadium Repairs Project.

### **FUNDING SOURCE**

General Funds and Possible other funding sources to be determined by the Finance Dept. (TBD)

Est. Construction Costs:	\$6,000,000.00
Est. Total Construction w/Soft Costs:	\$8,000,000.00

BAFO Const. Cost:	\$7,463,000.00
Change Orders:	<u>\$ 142,020.37</u>
Final Const. Cost:	\$7,605,020.37

Architect Fees: \$485,095.00 6.5% of Construction Cost

Addtl. Arch. Fees for C/O's: \$9,231.32  
Architect Fees: \$494,326.32 (excluding addtl. Fees pending)

**RECOMMENDATION**

Administration presents Consideration and Approval to Accept Administrations Rankings and Enter Into Negotiations in the Order of Ranking for the Tom Landry Stadium Repairs Project.

**EXHIBIT**

Ranking Sheet/Evaluation and Proposals to be available at the meeting

**CONTACT PERSONS**

Ricardo Rivera, Assistant Superintendent for Operations

**SUBJECT:** Consideration and Approval to Accept the Best and Final Offer (BAFO) and to Enter Into Contract for the On-Call Architectural Design, Material Testing and Laboratory Analysis/Geo-Technical Investigation/Environmental Services and Mechanical, Electrical & Plumbing (MEP) Engineering Professional Services

**PRESENTER:** Rick Rivera, Assistant Superintendent for Operations

### **BACKGROUND INFORMATION**

In order to expedite the process of beginning construction of a smaller project which may require engineering and/or design, the district may need the services of a design or engineering or materials testing firm.

At the Regular Board Meeting held on May 06, 2020, the Board approved the following:

Administration requests approval to advertise for Consideration and Approval for Request for Qualifications for On-Call Professional Services for MEP, Structural, Civil, Material Testing and Architectural Design.

The ranking of Request for Qualifications responses must be on the basis of demonstrated competence, qualifications, capability to perform, the past performance of the firm and members of the firm, and other appropriate factors submitted by the firm in response to the request for qualifications, except that cost-related or price-related evaluation factors are not permitted as provided by Section 2254.004, Government Code.

This on-call service will be used on services for construction projects up to a \$500,000.00 total construction cost. Any services above this threshold will be brought forward to the Board of Trustees for consideration and approval. All projects utilizing the on-call services agreement will be presented to the Committee as informational items.

Administration will begin advertising for On-Call Professional Services for MEP, Structural, Civil, Material Testing and Architectural Design and then begin the process of reviewing the firms as per the RFQ's and schedule presentations for the Board to review and possibly select a firm if needed.

As per the Committee meeting the on-call contract will be for a maximum three-year term with a performance evaluation review for renewal yearly.

As per the Committee meeting multiple firms may be selected for the on-call services for each discipline.

At the Regular Board meeting held on January 13, 2021, the Board was given a status update on the on-call services.

Initial advertisements and solicitations were posted; however, this initiative was never implemented due to circumstances beyond our control. Administration will again advertise and solicit for the on-call services for the different disciplines in the best interest of the district.

Advertisements in the local newspapers were posted on February 13, 2021 and February 17, 2021. Original deadline was February 25, 2021 at 2 pm, however, due to inclement weather an addendum was posted to extend until March 4, 2021. Request for Qualification (RFQ's) will be opened on March 4, 2021 and firms may be able to view and attend remotely. Pre-ranking of the RFQ's will be conducted by Ms. Lorena Garcia, Mr. Ricardo Rivera, Ms. Dora Garcia, Mr. Carlos Lerma, Ms. Rumalda Ruiz and Ms. Daisy Cuevas.

Pre-ranking of RFQ's by Administration is a district process to pre-check if all requested documents and information in the Request for Qualifications was submitted.

However, since the district no longer has a Facilities/Environment Committee and we now use the Board of Trustees Work Shop Format, Administration presents the option of presenting Consideration and Approval to Accept Administrations Rankings and Enter Into Negotiations in the Order of Ranking for the On-Call Professional Services.

RFQ's were submitted on March 4, 2021 and were reviewed and ranked by the Administration Committee. Pre-ranking was scheduled for Monday, March 08, 2021 at 3:00 p.m.. This Administrative review was presented at the Regular Board of Trustees Meeting of Wednesday, March 10, 2021.

Firms submitting RFQ's by discipline:

**Civil Engineering:**

- Hinojosa Engineering Inc.
- M2 Engineering PLLC
- Javier Hinojosa Engineering
- SAMES, Inc.
- Izaguirre Engineering Group LLC

**Structural Engineering:**

- Chanin Engineering, LLC
- Hinojosa Engineering, Inc.
- Izaguirre Engineering Group LLC

**Architecture/Design:**

- EGV Architects, Inc.
- PBK Architects
- Izaguirre Engineering Group LLC
- TWG-The Warren Group Architects Inc.

**Mechanical/Electrical/Plumbing Engineering (MEP):**

- Leaf Engineering (PBK)
- Halff & Associates, Inc.
- Trinity MEP Engineering
- Izaguirre Engineering Group LLC
- Ethos Engineering

- DBR Engineering

**Geo-Technical / Materials Testing and Laboratory Analysis / Environmental Services:**

- Izaguirre Engineering Group LLC
- Millennium Engineers Group (MEG)
- Raba Kistner
- Terracon Consultants, Inc.

At the Regular Board Meeting held on March 10, 2021, the Board approved the following, to enter into negotiations with the top ranked firm Javier Hinojosa Engineering for civil engineering and Chanin Engineering, LLC. for structural engineering. These disciplines when ranked did not have a tie between firms submitting qualifications thus we could proceed into the negotiations phase.

The disciplines of civil and structural engineering when ranked did not have a tie between firms submitting qualifications thus we could proceed into the negotiations phase.

Initial negotiation letters were sent on March 25, 2021 for Mr. Javier Hinojosa for civil engineering and Mr. Miguel Chanin for structural engineering for on-call professional services fees. BAFO's were presented at the Board Work Shop.

At the Regular Board of Trustees Meeting held on April 14, 2021, the Board approved and Accepted the Best and Final Offer (BAFO) and to Enter Into Contract for the On-Call Structural Engineering with Chanin Engineering, LLC and Javier Hinojosa Civil Engineering for Professional Services.

The Board of Trustees had the option to accept this BAFO, or to decline the offer and direct Administration to enter into negotiations with the next vendor or to reject all offers and re-advertise.

The disciplines of Architectural Design, Mechanical, Electrical and Plumbing (MEP) and Material Testing and Laboratory Analysis/Geo-Technical Investigation/Environmental Services had firms with equal rankings. Due to equal scoring of top firms in these three disciplines Administration recommended that these firms present in an interview format to the Administration Ranking Committee. This additional step needed to be done to distinguish a top ranked firm for these services, there can be no ties. However, this award of on-call professional services does not mean that selected firms will have exclusive rights to all MCISD projects.

On Wednesday, March 31, 2021, virtual presentations were conducted with each firm being allowed fifteen (15) minutes of presentation time with an additional fifteen (15) minutes of a question and answer session.

Administrations ranking of the presentations was conducted by Ms. Lorena Garcia, Mr. Ricardo Rivera, Ms. Dora Garcia, Mr. Joel Garcia, Ms. Rumalda Ruiz and Mr. Martin Castaneda with Ms. Daisy Cuevas assisting.

Firms submitting RFQ's by discipline and with equal points

**Architecture/Design:**

- PBK Architects – 100 pts.
- EGV Architects, Inc. – 77 pts.

**Geo-Technical / Materials Testing and Laboratory Analysis / Environmental Services:**

- Raba Kistner – 100 pts.
- Terracon Consultants, Inc. – 90 pts.

**Mechanical/Electrical/Plumbing Engineering (MEP):**

- DBR Engineering – 98 pts.
- Leaf Engineering (PBK) – 97 pts.
- Half & Associates, Inc. – 73 pts.

At the Regular Board of Trustees Meeting held on Wednesday, April 14, 2021, Administration presented and the Board approved Consideration and Approval to Accept Administrations Rankings and Enter Into Negotiations in the Order of Rankings for the On-Call Architectural Design, Material Testing and Laboratory Analysis/Geo-Technical Investigation/Environmental Services and Mechanical, Electrical & Plumbing (MEP) Engineering Professional Services.

**ADMINISTRATIVE CONSIDERATIONS**

Initial negotiation letters were sent on April 15, 2021 to PBK Architects, , Raba Kistner and DBR Engineering.

Administration presents Consideration and Approval to Accept the Best and Final Offer (BAFO) and to Enter Into Contract for the On-Call Architectural Design, Material Testing and Laboratory Analysis/Geo-Technical Investigation/Environmental Services and Mechanical, Electrical & Plumbing (MEP) Engineering Professional Services.

The Board of Trustees has the option to accept this BAFO or to decline the offer and direct Administration to enter into negotiations with the next vendor or to reject all offers and re-advertise.

**FUNDING SOURCE AND AMOUNT**

General Funds

**RECOMMENDATION**

Administration recommends Consideration and Approval to Accept the Best and Final Offer (BAFO) and to Enter Into Contract for the On-Call Architectural Design, Material Testing and Laboratory Analysis/Geo-Technical Investigation/Environmental Services and Mechanical, Electrical & Plumbing (MEP) Engineering Professional Services.

**EXHIBIT**

Best and Final Offer Letter(s)

**CONTACT PERSONS**

Rick Rivera, Assistant Superintendent for Operations  
Dora Garcia, Purchasing Coordinator



April 21, 2021

**VIA: EMAIL**

Mr. Ricardo Rivera  
Assistant Superintendent for Operations  
Mission Consolidated Independent School District  
520 N Holland Avenue  
Mission, TX 78572

**RE:** On-Call Services Proposal

Dear Mr. Rivera,

Thank you for allowing PBK the opportunity to submit this proposal for On-Call Services for Mission Consolidated Independent School District.

**Percentage Fees**

<b>Construction Cost</b>	<b>New Construction</b>	<b>Remodel &amp; Renovation</b>
\$100,000-\$199,000	8.00%	9.00%
\$200,000-\$299,000	7.50%	8.50%
\$300,000-\$399,000	7.00%	8.00%
\$400,000-\$500,000	6.50%	7.50%

**Hourly Billing Rates**

Partner	\$330.00
Principal	\$285.00
Associate Principal	\$250.00
Project Manager	\$230.00
Architect	\$210.00
Intern	\$130.00
Field	\$120.00
Office	\$90.00

On behalf of all of us at PBK, we wish to express our sincere appreciation for allowing PBK to submit this proposal for On-Call services. We look forward to continuing our working relationship with Mission CISD.

David Iglesias, Client Executive  
PBK Architects, Inc.

April 21, 2021

Mr. Ricardo Rivera  
Assistant Superintendent for Operations  
Mission Consolidated Independent School District (Mission CISD)  
520 Hollard Avenue  
Mission, Texas 78572-4399

**RE: Mission CISD On-Call Professional Services Proposal  
Construction Materials Engineering & Testing Services,  
Geotechnical Consulting Engineering Services, and  
Environmental Consulting Services**

Dear Mr. Rivera:

**RABA KISTNER, Inc. (RK)** is thankful for having been selected to provide professional consulting engineering services to Mission CISD. This document has been prepared as a master contract to provide On-Call Professional Services on the following areas:

- Construction Materials Engineering & Testing Services,
- Geotechnical Consulting Engineering Services, and
- Environmental Consulting Services

The cost of the professional consulting engineering services to be provided for the projects will be based on a scope of work that will be developed for each individual project. The hourly rates to be utilized in developing the proposals to provide these services for any project under the \$500,000.00 threshold are presented in Attachments I through III. In addition, for budgetary purposes, and in accordance with your request, a tiered percentage fee by \$100,000 valuation is provided on the following table. It is important to note that independent of construction cost, each project may have particular characteristics that may affect the scope of our services. As such, we recommend that the tier percentage fees presented herein be utilized for planning and budgetary purposes, but that our firm be allowed the opportunity to develop a specific scope and unit-rate fee for each specific project. We believe this will likely result in savings to the school district.

Estimated Project Construction Cost Range (\$)	Percent Fee of Services Based on Estimated Project Construction Cost			
	Construction Materials Engineering & Testing Services	Geotechnical Consulting Engineering Services	Environmental Consulting Services	Total
0 – 100,000	3.5 %	2.5 %	3.0 %	9.0 %
100,000 – 200,000	3.0 %	2.5 %	2.5 %	8.0 %
200,000 – 300,000	2.5 %	2.5 %	2.0 %	7.0 %
300,000 – 400,000	2.0 %	2.0 %	2.0 %	6.0 %
400,000 – 500,000	2.0 %	1.5 %	1.5 %	5.0 %

This master contract sets forth the hourly rates to develop proposals, the tiered proposal by percentage of a proposed project cost for budgetary purposes, and the standard terms and conditions, and in and of itself does not obligate either party. The obligation occurs when Mission CISD requests RK for services on a specific project and agrees with and accepts in writing the scope of work and the proposed cost developed by RK for the subject project.

We appreciate the opportunity to submit this exclusive agreement and look forward to working with Mission CISD on various construction materials engineering and testing, geotechnical engineering, and environmental projects throughout the coming years. Our professional services will be carried out in accordance with the scope of work that will be developed for each specific project and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Construction Materials Engineering and Testing – Schedule of Fees
II	Geotechnical Engineering Services Fees – Schedule of Fees
III	Environmental Consulting Engineering Service Fees
IV	Standard Terms and Conditions

Please return one signed original of this master contract in order for RK to obtain written authorization for our firm to provide the services as outlined herein. Our invoices are due and payable upon receipt and in accordance with Chapter 2251 of the Texas Government Code at P.O. Box 971037, Dallas, Texas 75397-1037.

Very truly yours,

**RABA KISTNER, INC.**

Isidoro Arjona, P.E., PMP, D.GE, F. ASCE  
Senior Vice President

**CLIENT:**  
**Mission CISD**

**ENGINEER:**  
**RABA KISTNER, Inc.**

\_\_\_\_\_  
Mr. Ricardo Rivera  
Assistant Superintendent for Operations

\_\_\_\_\_  
Isidoro Arjona, P.E., PMP, D.GE, F. ASCE  
Senior Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date







ATTACHMENT I  
CONSTRUCTION MATERIALS ENGINEERING AND TESTING  
SCHEDULE OF FEES

<b>ASPHALTIC CONCRETE</b>					
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
ASTM D 75	Sampling Raw Materials of Composite Mix				
	Technician Time	5QT00		\$	59.50 /hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature				
	Technician Time	5Q401		\$	72.00 /hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination				
	Technician Time	5Q419		\$	72.00 /hr
ASTM D 2950	Nuclear Density Test with Inspection	5Q0R5		\$	19.75 /ea
	Nuclear Density Test	5Q0M0		\$	25.50 /ea
	Coring (See Coring Fee Schedule)				
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	5UBMH		\$	345.25 /ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	5UBMF		\$	176.75 /ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	5UBW3		\$	77.50 /set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test a) Molded Specimen	5UBJ0		\$	77.50 /set
	b) Asphalt Core (Technician Time)	5UBW3		\$	77.50 /set
	Laboratory Core Density	5Q411		\$	59.50 /hr
		5X129		\$	25.75 /ea
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor) Hveem (Gyro Compactor)	5UB6L		\$	82.75 /set
		5UB6Q		\$	105.00 /set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance TxDOT CMHB TxDOT Calibration Mix and Pans TxDOT Black Base Design, Item 345	2QWZW		\$	2,675.00 /ea
		2QWZX		\$	2,675.00 /ea
		2UKV0		\$	3,800.00 /ea
		2WC1N		\$	447.00 /ea
		2WC1P		\$	2,000.00 /ea

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING  
SCHEDULE OF FEES

<b>ASPHALTIC CONCRETE (Continued)</b>					
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	5UB4B		\$	71.00 /ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	5UPL0		\$	109.00 /ea
AASHTO TP 33	Fine Aggregate Angularity	5WCNC		\$	69.00 /ea
ASTM D 4791-95	Flat and Elongated Particles	5UB6B		\$	69.00 /ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	5UB5B		\$	58.50 /ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	5UBAB		\$	84.75 /ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)				
	Preparation Time	2U002		\$	66.00 /hr
	a) Magnesium - 5 Cycle	2UB3S		\$	618.00 /ea
	b) Sodium - 5 Cycle	2UB3T		\$	618.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)				
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	2UQR0		\$	309.00 /ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	2VREA		\$	8,267.75 /ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	5UBS0		\$	126.00 /ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)				
	with Freeze/Thaw	2VRE0		\$	717.00 /ea
	without Freeze/Thaw	2VRD0		\$	559.25 /ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)				
	Mixture Design	2UB6S			Upon Request
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	2UB6R		\$	1,054.75 /set
TxDOT, TEX-126-E	Molding and Strength	2UB61		\$	513.00 /set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	5UB62		\$	194.75 /set



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<b>BUILDING ENVELOPE</b>					
<b>REFERENCE</b>	<b>CONSULTING SERVICES</b>			<b>UNIT RATES</b>	
	Senior Architect			\$	206.00 /hr
	Senior Business Envelope Consultant			\$	144.25 /hr
	Senior Project Manager			\$	134.00 /hr
	Business Envelope Consultant			\$	118.50 /hr
	Intern Architect			\$	97.75 /hr
	Business Envelope Observer			\$	92.75 /hr
	Business Envelope Technician			\$	82.50 /hr
	Secretarial			\$	61.75 /hr
<b>BLAST MONITORING</b>					
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges				
	Hourly Rate	5Q437		\$	85.50 /hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring				
	Seismic Equipment Rental (Minimum of 1 Per Month)				
	Technician Time	Q437		\$	85.50 /hr
	Materials Engineer	TS		\$	175.00 /hr





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<b>CEMENT TREATED BASE / SUBGRADE</b>					
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
PCA	Sampling Raw Materials for Mix Verification				
	Technician Time	5QT00		\$ 59.50	/hr
	Sampling Contractor Processed Material				
	Technician Time	5QT00		\$ 59.50	/hr
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
PCA	Molding Controlled Processed Material	5VST5		\$ 95.90	/ea
PCA	Unconfined Compressive Strength Testing	5VSGR		\$ 43.00	/ea
ASTM D 559;	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)				
ASTM D 560	Wet Dry/Freeze Thaw	2VS90		\$ 772.50	/set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg				
	Limits	2VSRS		\$ 593.50	/ea
	<u>Mix Design</u>				
PCA	Mix Design - Cement Treated Base (Does Not Include				
TxDOT, TEX-120-E	Durability)	2VSRR		\$ 1,653.00	/ea



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<b>CONCRETE</b>					
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day				
	Technician Time	5QT00		\$ 59.50	/hr
	Pick-Up of Test Specimens	5Q055		\$ 59.50	/hr
	Standby Time	5Q600		\$ 59.50	/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)				
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	5QFXE		\$ 18.50	/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	5QNL0		\$ 34.25	/ea
	c) "Hold" Cylinder (Additional Charge)	5QGP0		\$ 12.75	/ea
	d) "Strip" Cylinder (Additional Charge)	5QGY0		\$ 16.50	/ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	5QFXG		\$ 22.00	/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	5QFXG		\$ 22.00	/ea
	g) Dry Density - Concrete Cylinder	5QGMH		\$ 62.50	/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	5QMXC		\$ 54.50	/ea
	Air Content (In Conjunction with Sampling)				
ASTM C 231	a) Pressure	5QBT0		\$ 35.00	/ea
ASTM C 173	b) Volumetric	5QB40		\$ 46.00	/ea
AASHTO T 199	c) Chase	5QBE0		\$ 21.50	/ea
ASTM C 138	Unit Weight	5QX00		\$ 40.00	/ea
ASTM C 143	Additional Slump Test	5QGWA		\$ 27.75	/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time				
	Technician Time	5Q422		\$ 71.50	/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens				
	Technician Time	5Q422		\$ 71.50	/hr
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	5VUR0		\$ 417.00	/ea

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<b>CONCRETE (Continued)</b>					
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
ACI 211.1 (303.R)	Architectural Mix Design	2VAR0		\$	461.50 /ea
ACI 211.2	Lightweight Structural Mix Design	2VLR0		\$	433.50 /ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	2VMVT		\$	461.50 /ea
ASTM C 1202	Chloride Ion Permeability	2QAOA		\$	370.75 /set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	5VGGK		\$	38.75 /ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	2VT5B		\$	123.75 /ea
ASTM C 666	Freeze-Thaw Test	5VGLV		\$	508.75 /set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	2VGJB		\$	103.00 /ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	2VGLW		\$	66.00 /hr
ASTM C 805	Schmidt Rebound Number	5VGLX		\$	120.50 /hr
ASTM C 157	Length Change of Mortar or Concrete	5VGNN		\$	1,030.00 /set

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<b>CONCRETE AGGREGATES</b>				
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	5QT00	\$	59.50 /hr
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>
ASTM C 566	Moisture Content	5UQV0	\$	12.75 /ea
ASTM C 29;	Unit Weight (Coarse or Fine)			
	a) Loose	5UH9N	\$	50.75 /ea
	b) Rodded	5UH9N	\$	50.75 /ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	5UB5B	\$	58.25 /ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	5UBMI	\$	80.75 /test
	Absorption			
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	5UHAQ	\$	35.25 /ea
ASTM C 128; TxDOT, TEX-201-F	b) Lightweight Aggregate (Coarse)	5UHAP	\$	35.25 /ea
ASTM C 136;	Sieve Analysis (Dry) for ASTM C 33 Specification			
TxDOT, TEX-401-A	a) Coarse, Per Sample	5UH4J	\$	62.50 /ea
	b) Fine, Per Sample	5UH4K	\$	71.50 /ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	5UH17	\$	69.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	2UQR0	\$	309.00 /ea
ASTM C 88;	Sulfate Soundness (Time and Test)			
TxDOT, TEX-411-A	Preparation Time	2U002	\$	66.00 /hr
	a) Magnesium - 5 Cycle	2UB3S	\$	618.00 /ea
	b) Sodium - 5 Cycle	2UB3T	\$	618.00 /ea
ASTM C 117; ASTM C 29; ASTM C 127;	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)			
ASTM C 128;	Conducted in Conjunction with Concrete Mix Design	5VGR3	\$	19.00 /ea
ASTM C 136; ASTM C 566;	Conducted Separate from Concrete Mix Design	5VG03	\$	259.25 /ea
TxDOT, TEX-406-A;				
TxDOT, TEX-404-A;				
TxDOT, TEX-201-F;				
TxDOT, TEX-401-A				





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<b>CORING</b>					
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
ASTM C 42; ACI 318	Technician Time and Equipment				
	a) One Man	5Q412		\$ 71.25	/hr
	b) Two Men	5Q413		\$ 123.00	/hr
	c) Reinforcing Steel Detector	5QK0N		\$ 45.00	/day
	d) Coring Rig	5QKJY		\$ 138.00	/day
	e) Generator	5QK0Z		\$ 115.75	/day
	Bit Wear				
	a) Limestone Aggregate	5QD0L		\$ 5.25	/in.-in
	b) Quartz Aggregate (River Gravel)	5QDU0		\$ 6.25	/in.-in
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>				
ASTM C 42	Sawed Ends for Compressive Strength Tests				
	a) Limestone Aggregate	2UL20		\$ 1.50	/sq.in
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	5QFXF		\$ 29.25	/ea
	Report Photographs			Cost +15%	
	Laboratory Air-Dried Unit Weight	5QXAF		\$ 20.75	/ea



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<b>FLY ASH</b>					
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
ASTM C 311	Moisture Content	2UQV0		\$ 15.50	/ea
ASTM C 311	Loss of Ignition	2WCU0		\$ 44.25	/ea
ASTM C 311	Available Alkalies	2WCE0		\$ 129.00	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	2WCN9		\$ 80.25	/ea
ASTM C 311	Soundness, Autoclave	2WCD0		\$ 288.50	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	2WCXF		\$ 492.25	/ea
ASTM C 311	Pozzolanic Activity; Lime	2WCXR		\$ 207.00	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	2WCKU		\$ 376.00	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	2WCCG		\$ 477.00	/ea
ASTM C 618	ASTM C 618 Physical Analysis	2WCCW		\$ 1,160.00	/ea
ASTM C 595	Water-Soluble Fraction	2WC5E		\$ 56.75	/ea
ASTM C 188	Specific Gravity	2UK50		\$ 80.25	/ea

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<b>GROUND PENETRATING RADAR (GPR) SERVICES</b>					
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges				
	Hourly Rate	Q80J		\$ 127.75	/hr
	GPR Equipment	QQ80M		\$ 535.75	/day
	Materials Engineer	TS		\$ 175.00	/hr

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<b>LIME</b>					
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth				
	Technician Time	5Q402		\$ 74.75	/hr
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	5UQ4X		\$ 83.75	/ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	5VSPN		\$ 502.00	/ea

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<b>PORTLAND CEMENT</b>					
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
ASTM C 183	Standard Method of Sampling Hydraulic Cement	2U005		\$ 60.75	/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	2Q403		\$ 31.00	/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	2WHAU		\$ 70.00	/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	2WHIN		\$ 76.25	/ea
ASTM C 151	Autoclave Expansion of Portland Cement	2WHD0		\$ 275.00	/ea
ASTM C 187	Normal Consistency of Hydraulic Cement	2WHWH		\$ 70.00	/ea
ASTM C 188	Specific Gravity of Hydraulic Cement	2UR50		\$ 80.25	/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	2WCN9		\$ 80.25	/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	2WHM0		\$ 70.00	/ea
ASTM C 114	Chemical Analysis	2WHBG		\$ 505.00	/ea
ASTM C 91	Water Retention of Masonry Cement	2WH52		\$ 129.00	/ea
ASTM C 150	Chemical Analysis	2WHBG		\$ 505.00	/ea
	Physical Analysis	2WHBW		\$ 1,005.00	/ea



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<b>SOILS</b>					
<b>REFERENCE</b>	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
ASTM D 75	Sampling Subgrade, Fill or Base				
	Technician Time	5QT00		\$ 59.50	/hr
	In-Place Moisture-Density Tests				
	Technician Time	5QT00		\$ 59.50	/hr
ASTM D 2922	Nuclear Density	5Q0M0		\$ 25.50	/ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	5QUM0		\$ 96.25	/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)				
	Technician Time (Hourly Rate)	5QT00		\$ 59.50	/hr
	Proof Rolling Observation	5QT04		\$ 59.50	/hr
ASTM D 2922	Nuclear Density Tests with Observation	5Q0R0		\$ 20.00	/ea
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	5UQV0		\$ 12.75	/ea
	Atterberg Limits				
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	5VRBG		\$ 102.00	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits				
ASTM D 427	a) Volumetric	5WK2T		\$ 140.75	/ea
	b) Linear (TxDOT, TEX-107-E)	5WK2T		\$ 140.75	/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis				
	a) Washed Through No. 40 (Up to 5 Sieves)	5WKR5		\$ 69.00	/ea
	b) Washed Through No. 200 (Up to 4 Sieves)	5WKR4		\$ 114.00	/ea
	c) Additional Sieves	5WKR8		\$ 16.00	/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	5WKR8		\$ 69.00	/ea
	Moisture-Density Relationship				
	Preparation Time	5U001		\$ 63.75	/hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P		\$ 478.50	/ea
	pH	UH5J		\$ 63.00	/ea
	Resistivity	UH5L		\$ 322.50	/ea
	Sulfate Content (colorimetric method)	UKF3		\$ 108.50	/ea
	Chloride Content			\$ 62.50	/ea

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<b>SOILS (Continued)</b>					
<b>REFERENCE</b>	<b>LABORATORY SERVICES</b>			<b>UNIT RATES</b>	
ASTM D 698; ASTM D 1557	ASTM	5VRSF		\$ 279.75	/ea
AASHTO T 99; AASHTO T 180	AASHTO	5VRSF		\$ 279.75	/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	5VRSQ		\$ 332.00	/ea
MIL STD CE 55A	Corps of Engineers	5VRSQ		\$ 332.00	/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	2UQR0		\$ 309.00	/ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	5VRF1		\$ 1,094.25	/set
	Each Additional Specimen	5VRFD		\$ 252.75	/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens				
	Part I	2VR62		\$ 1,837.50	/set
	Part II	5VR63		\$ 1,650.00	/ea
	Each Additional Specimen	2VR6D		\$ 207.00	/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	5UQ50		\$ 113.50	/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	5WKRQ		\$ 377.75	/ea
ASTM D 2166	Unit Weight	5WML0		\$ 39.50	/ea
TxDOT, TEX-116-E	Wet Ball Mill	5WK60		\$ 287.00	/ea
TxDOT, TEX-107-E	Shrinkage Limit	5WK2T		\$ 141.00	/ea
	Water Content and Visual Classification	5W050		\$ 17.50	/ea
	Unconfined Compression (includes unit dry weight)				
	a) Soil Shelby Tube Specimens	5VP7L		\$ 59.75	/ea
	b) Rock Core Specimens	5VN7L		\$ 64.75	/ea
	(1) Sawed Specimen Ends	5UL21		\$ 15.00	/end
	Triaxial Compression				
	a) Unconsolidated-Undrained, Per Specimen	2W046		\$ 110.00	/ea
	b) Unconsolidated-Undrained, Multistage	2WF46		\$ 382.00	/ea
	Direct Shear				
	a) Unconsolidated-Undrained	2WKI6		\$ 304.00	/ea



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<b>STEEL</b>					
<b>REFERENCE</b>					
AISC	<b>FIELD SERVICES</b>			<b>UNIT RATES</b>	
	Observation - Fabrication Shop or Field Erection				
AWS D1.1	Certified Welding Inspector	TS		\$ 136.25	/hr
	Technician Time	5Q423		\$ 75.75	/hr
	Weldment Observation				
AISC	Certified Welding Inspector	TS		\$ 136.25	/hr
	Technician Time/Certified Associate Welding Inspector	5Q424		\$ 77.25	/hr
	Bolt Torque Testing				
CRSI; ASTM A 615	Technician Time	5Q423		\$ 76.75	/hr
	<u>Reinforcing Steel</u>				
CRSI, ACI 318	Sampling for Subsequent Lab Testing Technician Time	5QK5N		\$ 59.50	/hr
	Placement and Cross-Section Observation				
	Materials Engineer	5Q425		\$ 193.00	/hr
PTI; ACI 318	Technician Time	5Q423		\$ 75.75	/hr
	<u>Pre-Tensioning Strands/Post-Tensioning Tendons</u>				
	Placement and Stressing Observation				
	Materials Engineer	5Q425		\$ 193.00	/hr
AWS D1.1; ASME Sec. IX	Technician Time	5Q423		\$ 75.75	/hr
	<u>Welders Tests</u>				
	Witness Qualification Welding	2QZ00		\$ 145.00	/hr
	Qualification Welding Coupons				
AWS D1.1	a) 3/8-in. Coupon			Cost +15%	
	b) 1-in. Coupon			Cost +15%	
	Guided Bend Tests				
AWS D1.1	Bend Tests	5QWC0		\$ 37.75	/ea
	Set-Up Charge, Per Day	2QJS0		\$ 72.75	/day
	Tensile Tests (Test and Set-Up)				
	Tensile Tests				



ATTACHMENT I  
 CONSTRUCTION MATERIALS ENGINEERING AND TESTING  
 SCHEDULE OF FEES

<b>CONSULTANTS AND COORDINATION</b>		<b>UNIT RATES</b>			
	Principal Engineer	\$235.75	to	\$396.50	/hr
	Managing Engineer	\$153.00	to	\$261.50	/hr
	Staff Engineer	\$121.50	to	\$209.50	/hr
	Laboratory Manager	\$94.75	to	\$187.50	/hr
	Construction Services Manager	\$94.75	to	\$187.50	/hr
	Project Management/Coordination Time	\$61.75	to	\$140.00	/hr
	Outside Professional Services				
	Additional Insured			\$ 281.00	/ea
	Secretarial	\$61.75	to	\$105.00	/hr
	Word Processing			\$ 58.00	/hr
	Report Preparation and Administration	\$61.75	to	\$105.00	/hr



ATTACHMENT I  
CONSTRUCTION MATERIALS ENGINEERING AND TESTING  
SCHEDULE OF FEES

<b>BASIC CHARGE</b>					
1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.					
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.					
3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.					
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.					
5. Minimum of 2 hours billing per visit to project site.					
6. A ten (10) percent project management and administration cost will be added to all invoices.					
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. <b>R-K</b> will keep you CLIENT apprised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. <b>R-K</b> will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by <b>R-K</b> for the project					
8. <b>R-K</b> will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.					

**ATTACHMENT II  
GEOTECHNICAL ENGINEERING SERVICES  
SCHEDULE OF FEES**

<b><u>REFERENCE</u></b>	<b><u>FIELD SERVICES</u></b>	<b><u>RATES</u></b>
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	\$14.00/ft
	Soil (Below 50 ft.)	\$16.50/ft
	Soft Rock	By Quote
	Nx Rock Core	
	Rock Coring	By Quote
	Field Logging Services	
	Engineering Technician	\$ 59.50/hr
	Registered Geologist	\$149.00/hr
	Staff Engineer (E.I.T.)	\$139.50/hr
	Licensed Professional Engineer (P.E.)	\$193.00/hr
	Field Coordination	
	Field Engineer (E.I.T.)	\$139.50/hr
	Engineering Technician (Flagman)	\$ 59.50/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	\$286.75/ls
	Field Logger Trip Charge	\$1.00/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	\$226.25/hr
	Mileage – Non-Drilling Equipment	\$ 1.00/mile
	Grout/Bentonite Backfill	\$ 6.75/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	\$49.00/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%
<b><u>REFERENCE</u></b>	<b><u>LABORATORY SERVICES</u></b>	<b><u>RATES</u></b>
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	\$102.00/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$ 12.75/ea
ASTM D 427	Shrinkage Limit in Conjunction with Atterberg Limits	
	a) Volumetric	\$140.75/ea
	b) Linear (TxDOT, TEX-107-E)	\$140.75/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis	
	a)Washed Through No. 40 (Up to 5 Sieves)	\$ 69.00/ea
	b)Washed Through No. 200 (Up to 4 Sieves)	\$114.00/ea
	c) Additional Sieves	\$ 16.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	\$ 69.00/ea

**ATTACHMENT II  
GEOTECHNICAL ENGINEERING SERVICES  
SCHEDULE OF FEES**

<b><u>REFERENCE</u></b>	<b><u>LABORATORY SERVICES</u></b>	<b><u>RATES</u></b>
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	\$113.50/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	\$ 377.75/ea
ASTM D 2166	Unit Dry Weight	\$ 39.50/ea
ASTM 4318	Lime Series	\$ 468.50/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	\$ 59.75/ea \$ 64.75/ea \$ 15.00/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	\$ 382.00/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	\$ 304.00/ea \$ 593.00/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	\$ 944.00/ea
	Corrosivity (pH, chloride, sulfate, resistivity)	\$ 478.50/ea
	pH	\$ 63.00/ea
	Resistivity	\$ 322.50/ea
	Sulfate Content	\$ 108.50/ea
	Chloride Content	\$ 62.50/ea
	Swell Test	
	a) Method "A"	\$ 1,395.50/ea
	b) Method "B"	\$ 245.00/ea
	a) Method "C"	\$ 1,674.75/ea
	b) Modified Method "B"	\$ 217.25/ea

**GEOTECHNICAL ENGINEERING AND REPORTING SERVICES**

Principal Engineer (P.E.)	\$ 235.75 to 396.50/hr
Licensed Professional Engineer (P.E.)	\$ 153.00 to 261.50/hr
Staff Engineer, E.I.T.	\$ 121.50 to 209.50/hr
Registered Geologist	\$ 149.00/hr
Draftsman	\$ 98.25/hr
Outside Professional Services	Cost + 15%
Additional Insured	\$ 281.25/ea
Secretarial	\$ 61.75 to 105.00/hr
Vehicle Travel Charge	\$ 1.00/mile

**NOTE:** Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified. The fee schedule presented in this attachment is subject to an annual 4% increase to reflect the increases in costs in the provision of the services.

**ATTACHMENT III  
ENVIRONMENTAL CONSULTING SERVICES  
SCHEDULE OF FEES**

**ENVIRONMENTAL CONSULTING ENGINEERING SERVICES**

<b><u>Category</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$225.00/hr
Project Manager	\$188.00/hr
Sr. Env. PM / Principal Investigator	\$149.00/hr
Environmental Project Manager / Sr. Environmental Scientist	\$133.00/hr
Architectural Historian	\$127.00/hr
Environmental Geologist	\$125.00/hr
Field Geologist	\$ 98.00/hr
Environmental Planner	\$112.00/hr
Environmental Scientist	\$100.00/hr
Environmental Inspector / Archaeologist	\$ 96.00/hr
GIS Specialist	\$ 90.00/hr
CAD Operator	\$ 83.00/hr
Environmental / Archaeology Technician	\$ 85.00/hr
Business Manager	\$ 90.00/hr
Clerical	\$ 72.00/hr



## STANDARD TERMS AND CONDITIONS

### 1. Definitions.

**1.1 RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

**1.2 CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

**1.3 PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

**1.4 CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

**1.5 SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

**1.6 AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the

size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans,

specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and

expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF**

**SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of

the project.

23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



200 South 10th Street, Suite 901  
McAllen, TX 78501  
v 956.683.1640

April 21, 2021

Mr. Ricardo Rivera  
Mission CISD  
520 Holland Avenue  
Mission, TX 78572

**PROJECT: MISSION CISD – ON-CALL PROFESSIONAL SERVICES  
MISSION, TEXAS**

DBR Engineering Consultants, Inc. is pleased to submit a fee structure for the On-Call Mechanical, Electrical and Plumbing (MEP) Engineering Services for the projects that will be identified by the Mission CISD (District). DBR’s specific scope of services and description of services is set forth in the following format and documents. While we understand that the services that DBR is vast, not all such services will apply for specific projects and will be adjusted at the time that the project is identified.

**SERVICES AND FEE DETAIL:**

When on an hourly basis accordance with the following hourly billing rates outlined at the end of this proposal.

When requested by the District MEP shall be based on the schedule listed below of the MEP construction cost. Billing of the engineering fee will be based on our preliminary estimate of the MEP construction costs. The engineering fee will be adjusted accordingly when bids are received, based on the Schedule of Values of the actual MEP construction costs including the appropriate percentage for general contractor markups for overhead, profit, and general conditions.

MEP Services \$0.00-\$100,000.00	8%
MEP Services \$100,001.00-\$200,000.00	7.75%
MEP Services \$200,001.00-\$300,000.00	7.5%
MEP Services \$300,001.00-\$400,000.00	7.25%
MEP Services \$400,001.00-\$500,000.00	6%

All anticipated expenses are included in the fee stated above. Expenses include, but are not limited to: travel, hotel, airfare, mileage, reproduction, and delivery costs.

All expenses incurred will be billed at cost plus 10%. Expenses include, but are not limited to: travel, hotel, airfare, mileage, reproduction, delivery costs, and overdue account collection fees.

At times, we will provide the services of other consultants as well. Those consultant fees will be billed at a cost plus 10%

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 MEP 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:

Title:

Date:

**Accepted for DBR Engineering Consultants, Inc.:**  
By (signature):

\_\_\_\_\_  
Print Name: Edward Puentes, PE

Title: Partner

68 Date: April 21, 2021

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
- Technology
- Audio-Visual
- 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 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 Document Phase (Low Voltage)

#### Structured Cabling (Technology, Div. 27):

- Structured Cabling Infrastructure Plans
- Communications room space planning and coordination
- Communication room enlarged plans
- Communications room rack elevations
- Structured cabling one-line diagram
- Structured cabling and communications room details
- Structured cabling final specifications
- Site communications infrastructure
- Network electronics final specifications
- Network electronic rack elevation
- Distributed Antenna system (DAS) performance specification
- Distributed Antenna System (DAS) communications room space planning and coordination
- Distributed Antenna System (DAS) communications room enlarged plans
- Bi-Directional Amplified (BDA)
- Mass notification plans
- Mass notification final specifications
- Integrated audiovisual system plans
- AV one-line diagram

- AV details
- AV rack elevations
- Integrated audiovisual final specifications
- Intercom/PA System

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

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

**Security (Div. 28):**

- Intrusion detection plans
- Intrusion detection details
- Intrusion detection final specifications
- Access control plans - interior
- Access control plans - exterior
- Access Control Details
- Access Control Schedules
- Access Control final specifications
- Access Control site plans
- Video Surveillance plans - interior
- Video Surveillance plans - exterior
- Video Surveillance details

**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:**

- 2015 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 zero (0) initial general site observation to review existing conditions.
- Attend zero (0) design coordination meetings.
- Attend zero (0) pre-bid meetings.
- Attend zero (0) bid opening meetings.
- Attend zero (0) on-site construction meetings.
- Perform zero (0) site observation visit with report
- Perform zero (0) punchlists.

**Compliance Documentation:**

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

**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

**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.

**A. 1 MEP Description of Services and Hourly Rates**

Depending on the size of the project, the following stages of design will be identified and might or might not be required.

1. **Schematic Design stage:** shall include meetings with the Owner and Architect, to determine MEP system selections, area requirements, and preliminary equipment location.
2. **Design Development stage:** shall include coordination meetings with the Project Architect to optimize on MEP equipment area requirements, preliminary A/C and electrical calculations and research into any applicable code requirements.
3. **Bid Documents stage:** shall include 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 MEP 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 MEP shop drawings and responding to RFI's.
6. **On-site Construction Observation stage:** shall include periodic job site visits when requested by Architect.

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.

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

a.	MEP Design	
i.	Schematic Design	15%
ii.	Design Development	20%
iii.	Bid Documents	45%
iv.	Bid Negotiations	5%
v.	Construction Administration	<u>15%</u>
		100%

The hourly billing rates shall be as follows:

Partner	\$220.00/hour	Engineer	\$130.00/hour
Director	\$200.00/hour	Commissioning Agent	\$130.00/hour
Practice Area Leader	\$180.00/hour	Senior Designer	\$130.00/hour
Senior Project Manager	\$175.00/hour	Assistant Project Manager	\$120.00/hour
Branch Manager	\$175.00/hour	Engineer in Training II	\$120.00/hour
Design Director	\$160.00/hour	Designer II	\$120.00/hour
Senior Commissioning Engineer	\$150.00/hour	Construction Administrator	\$120.00/hour
Project Manager	\$150.00/hour	Engineer in Training I	\$110.00/hour
Senior Commissioning Agent	\$145.00/hour	Designer I	\$110.00/hour
Design Leader	\$145.00/hour	Sustainability Professional	\$110.00/hour
Senior Engineer	\$140.00/hour	BIM Modeler	\$75.00/hour
Quality Control	\$140.00/hour	Business Administrative Assistant	\$70.00/hour
Senior Construction Administrator	\$140.00/hour	Construction Clerk	\$70.00/hour



**TERMS AND CONDITIONS FOR  
PROFESSIONAL SERVICES**  
Version: April 2019

**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.

**OPINONS 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.



**TERMS AND CONDITIONS FOR  
PROFESSIONAL SERVICES**  
Version: April 2019

**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

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.