

**AGREEMENT
BETWEEN OWNER AND PROJECT ENGINEER**

This Agreement is made as of _____, 20____ (the “Effective Date”)

By and between

The **Owner:**

City of Georgetown
808 Martin Luther King Jr. St
Georgetown, Texas 78626

and **Project Engineer:**

WGI, Inc. (WGI)
8144 Walnut Hill Lane
Suite 903
Dallas, Texas 75231

for the following **Project:**

6th Street and Austin Ave (Tamiro) Parking Garage

Project Delivery Method: Competitive Sealed Proposal

The Owner and the Project Engineer agree as follows:

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Article 1 Project Engineer's Services and Responsibilities

The Project Engineer shall provide the usual and customary Basic Services necessary and reasonably inferable to complete the Project and each phase of the project described as Basic Services in the paragraphs below, along with any Additional Services requested by the Owner.

1.1 Basic Services

1.1.1 Basic Services. The Project Engineer's Basic Services include all disciplines identified below and all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement. Basic Services shall include the following disciplines:

- a) Architectural Services
- b) Landscape Architectural Services
- c) Civil Engineering Services
- d) Structural Engineering Services
- e) Mechanical Engineering Services
- f) Electrical Engineering Services
- g) Plumbing Engineering Services
- i) Audio Visual/Data & Telecommunications Engineering Coordination
- j) Security Planning Coordination

1.1.2 The Engineering Services, attached as Exhibit A, describes the intended project scope and character along with the anticipated Project Schedule and the Preliminary Project Cost. It is the Project Engineer's responsibility to review and understand the requirements of the Programming Document and to perform his professional services so as to achieve those objectives.

1.1.3 The Fixed Fee for this Project is specified in Article 4. The Project Engineer is responsible for managing the design of the Project so that its construction does not exceed the Project Budget.

1.1.4 The Project Engineer shall manage the design of the Project to achieve the Programming Document objectives of scope and cost through completion and acceptance of Construction Documents phase. The Project Engineer shall advise the Owner of any adjustments to the scope or quality of the Project necessary to comply with the Project Budget during design development as part of Basic Services.

1.1.5 The Project Engineer shall submit the names of all consultants, persons, or firms, which the Project Engineer proposes to use in the execution of its services. The Project Engineer is responsible for coordinating the work of all of its consultants to assure that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by Engineer of any consultant for the Project to which Owner has a reasonable objection. Engineer, however, shall not be required to contract with any consultant to which it has a reasonable objection.

1.1.6 The Project Engineer shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fees or costs unless expressly agreed to in writing.

1.1.7 The Project Engineer, as part of Basic Services, shall provide Opinions of Probable Cost of the Project in a form acceptable to the Owner following the Programming Phase, the Schematic Design Phase, and at the completion of the Design Development phase. If the Construction Cost Estimate

exceeds the Project Budget at any time, the Owner will determine whether to increase the Project Budget or require the Project Engineer to revise the Project scope or quality to comply with the Project Budget at no additional cost to Owner. Reductions in Project scope or quality are subject to Owner's review and approval. If the Construction Cost Estimate is below the Project Budget, the Owner and Project Engineer shall mutually agree on changes to the project scope or the Project Budget.

1.1.8 The Project Engineer shall submit documents to the Owner for review at completion of the Schematic Design and Design Development phases and at the 50%, 75%, and 100% stages of completion of the Construction Documents. The Project Engineer shall incorporate into the documents such corrections and amendments as the Owner requests, unless the Project Engineer objects in writing and receives the Owner's consent not to make the changes. The Project Engineer will be responsible for any damages incurred by the Owner that are caused by Project Engineer's failure to incorporate requested corrections and amendments to the documents.

1.1.9 Project Engineer shall provide a review and comment form acceptable to the Owner for Owner's use during document review. Owner will provide its review comments to Project Engineer on the form and the Project Engineer shall provide a detailed written response to each of the Owner's review comments indicating where and how they have been addressed in the design documents. At each required document submittal stage, the Project Engineer shall include the completed comment form from the preceding submittal along with a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed in the current submittal. Failure to respond to the previous comments or to provide the written affirmation may result in reduction or rejection of the Project Engineer's then-current Statement for Architectural/Engineering Services. Owner's approval of the revised drawing shall not be deemed to be an approval of any unlisted changes, and any costs or expense for any Project Engineer's additional services subsequently incurred for such unlisted changes shall be borne or reimbursed by Project Engineer.

1.1.10 Project Engineer agrees and acknowledges that Owner is entering into this Agreement in reliance on Project Engineer's represented professional abilities with respect to performing Project Engineer's services, duties, and obligations under this Agreement. Project Engineer agrees to use Project Engineer's best professional efforts, skill, judgment, and abilities in performing Project Engineer's services. Project Engineer shall perform its Services diligently and shall endeavor to further the interest of the Owner in accordance with Owner's requirements and procedures. Project Engineer agrees to use its best efforts to perform its services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with good Engineering practices for Engineering firms in Texas that provide professional design services for projects that are similar in size, scope, and budget to the Project, and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to the Project Engineer that will limit or prevent performance by Project Engineer of its services. Project Engineer hereby agrees to correct, at its own cost, any of its Services, and the services of its consultants, that do not meet the standard of care.

1.1.11 Project Engineer shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Project Engineer (by Owner or any other party) that Project Engineer uses for the Project. Project Engineer shall identify to the Owner in writing any such documents or data which, in Project Engineer's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Owner does not warrant for the accuracy or suitability of such documents or data as are furnished unless Project Engineer advises Owner in writing that in Project Engineer's professional opinion such documents or data are unsuitable, improper, or

inaccurate and Owner confirms in writing that it wishes Project Engineer to proceed in accordance with the documents or data as originally given.

1.1.12 Project Engineer's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Project Engineer's services by the Owner shall relieve Project Engineer of any of its professional duties or release it from any liability, it being understood that Owner is, at all times, relying upon Project Engineer for its skill and knowledge in performing Project Engineer's services. Owner shall have the right to reject any of Project Engineer's services because of any fault or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by Project Engineer or its consultants. Upon notice of any such errors or omissions, Project Engineer shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Project Engineer's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

1.1.13 The Project Engineer shall not proceed to any phase of design not expressly authorized by the Owner, except at the Project Engineer's own financial risk.

1.1.14 Project Engineer agrees to furnish efficient business administration and superintendence and to use Project Engineer's best efforts to design the Project in an expeditious and economical manner consistent with the interest of Owner and Project Engineer's professional skill and care.

1.1.15 Project Engineer shall allocate adequate time, personnel and resources as necessary to perform its services. Project Engineer's Senior Principal(s) responsible for managing the Project is identified in Exhibit C and shall not be changed without the prior approval of the Owner. The day-to-day Project team will be led by the Senior Principal(s) unless otherwise directed by Owner or prevented by factors beyond the control of Project Engineer. The Senior Principal(s) shall act on behalf of Project Engineer with respect to all phases of Project Engineer's Services and shall be available as required for the benefit of the Project and Owner.

1.1.16 Project Engineer shall make reasonable efforts to investigate any documents provided by the Owner and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Project Engineer's design for the Project and the construction of the Project. The Project Engineer shall identify in writing to Owner any discrepancies between the documents and visible conditions, and shall consult with the Owner on any special measures, services or further investigations required for Project Engineer to perform its services free from material errors and omissions and to properly coordinate with existing systems and construction. This investigation shall be accomplished by registered, professional engineers, as appropriate.

1.1.17 The Project Engineer, when requested by the Owner, shall coordinate the purchase of additional reprographic materials for bidding or proposal purposes or when additional review sets, in excess of those required by Article 1.2, 1.3, 1.4, 1.5 and 1.6. is required by the Owner. The Project Engineer shall present a Tax Exemption Certificate to the vendor and coordinate the Owner's requirements for type, quantity and invoice billing. When requested, the Project Engineer will account to the Owner for all additional materials ordered by the Owner and shall distinguish between those materials ordered on behalf of the Owner without sales tax and any other copies thereof that Project Engineer, or others, may order and pay for which includes sales tax, on its own or their behalf. Forward to the Owner the original vendor's invoice for materials purchased by the Owner and delivered to the Engineer as the Owner's agent.

1.1.18 When the project is subject to Texas Commission on Environmental Quality (TCEQ) regulations, Project Engineer shall coordinate all related design efforts, including the civil engineer and landscape Engineer, so that consideration of site design and Best Management Practices (BMP's) are integrated.

1.1.19 Insurance Coverage. The Project Engineer shall carry professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverages as required below with companies authorized to do business in the State of Texas or an eligible surplus lines insurer operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts as further described, acceptable to and approved by the Owner. The costs of such insurance will be at the expense of the Project Engineer. The insurance policy shall remain in force for a period of two (2) years beyond the final completion date. Each request for payment by the Engineer shall include the expiration date of the insurance. Project Engineer shall deliver to Owner replacement certificates not less than thirty (30) days after the expiration of any such insurance, and Project Engineer may not make any changes to insurance without providing Owner at least thirty (30) days' written notice.

a) Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance shall cover all professional services rendered by or on behalf of the Project Engineer and its consultants under the Agreement. Renewal policies written on Claims-Made basis will maintain the same retroactive date as is in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Project Engineer agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of this policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two years after the expiration or cancellation of this policy.

b) On-Site Insurance: For services performed on Owner's premises, the Project Engineer shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

<u>Worker's Compensation</u>	<u>Statutory Limits</u>
<u>Employer's Liability</u>	
<u>Bodily Injury by Accident</u>	<u>\$1,000,000 each accident</u>
<u>Bodily Injury by Disease</u>	<u>\$1,000,000 each employee</u>
<u>Bodily Injury by Disease</u>	<u>\$1,000,000 policy limit</u>
<u>Commercial General Liability</u>	<u>\$1,000,000 each occurrence</u>
	<u>\$2,000,000 aggregate</u>
<u>Business Auto Liability</u>	
<u>Single Limit</u>	<u>\$1,000,000 each occurrence</u>

c) Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

1.1.20 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence of all insurance before the execution and delivery of this Agreement and prior to the performance of any services by Project Engineer under this Agreement. Additional evidence of

insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name Owner as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Worker's compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of Owner. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

1.1.21 Project Engineer is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

1.1.22 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed or emailed to the following contact.

Contact: City of Georgetown Purchasing

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

1.1.23 The insurance policies required in this Agreement will be kept in force for the periods specified below:

- a) Required coverages will be kept in force until receipt of Final Payment to Project Engineer;
- b) Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted in writing.

1.2 Programming Services Phase

1.2.1 Programming has been completed with a previous contract.

1.3 Schematic Design Phase

1.3.1 A portion of the Schematic Design has been completed through a previous contract. This Agreement will step back into Schematic Design and address items/ideas/concerns brought forth through public input to provide four options, as described in Exhibit A, as appropriate to the restrictions of the site and project budget and which conform to the Owner's requirements for space, parking and aesthetics. This Agreement supersedes any prior contracts between the parties regarding design and construction of a parking garage in the downtown Georgetown area, and to the extent any prior agreements between the parties still exist to design and construct such a parking garage at a different location, those agreements are terminated and replaced by this Agreement.

1.3.2 Based on the mutually agreed upon Programming Document, Project Budget and the Project Schedule, the Project Engineer shall prepare sufficient alternative approaches to design and construction of the Project to satisfy Owner's requirements and shall, at completion of this phase, submit Schematic Design Documents. The Project Engineer shall review alternative approaches to design and construction for the Project and the Schematic Design Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project location. Project Engineer shall

provide all services necessary to perform the services of this Phase (preparation of Schematic Design Documents).

1.3.3 Project Engineer shall work closely with Owner in preparation of schematic drawings and shall specifically conform to Owner's requirements regarding aesthetic design issues.

1.3.4 The Project Engineer shall furnish and deliver to the Owner three (3) complete printed sets of Schematic Design documents, as well as a digital copy.

1.3.5 The Project Engineer shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.7 to confirm compliance with the Project Budget and include it with the completed Schematic Design Documents.

1.3.6 The Project Engineer shall participate in a final review of the Schematic Design Documents with the Owner at the Project location. Prior to the Owner's approval of the Schematic Design Documents, the Project Engineer shall incorporate such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed for good cause.

1.4 Design Development Phase

1.4.1 Based on the approved Schematic Design Documents and any adjustments to the Programming Document or Project Budget authorized by the Owner, the Project Engineer shall prepare, for approval by the Owner Design Development Documents. The Project Engineer shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project location.

1.4.2 The Project Engineer shall furnish and deliver to the Owner three (3) complete printed sets of Design Development documents, as well as a digital copy.

1.4.3 The Project Engineer shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.7 to confirm compliance with the Project Budget and include it with the completed Design Development Documents.

1.4.4 Before proceeding into the Construction Document Phase, the Project Engineer shall obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Project Budget and schedule.

1.4.5 The Project Engineer shall prepare presentation materials at completion of Design Development, and if so requested, shall present same to the Owner's governing body at a regular meeting.

1.4.6 The Project Engineer shall prepare preliminary recommended furniture layouts for all spaces where it is deemed important to substantiate the fulfillment of program space requirements, or to coordinate with specific Architectural, mechanical and electrical elements.

1.5 Construction Document Phase

1.5.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Budget authorized by the Owner, the Project Engineer shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project. The plans, drawings and specifications for the entire Project shall be so prepared that same will call for the construction of the building and related facilities, together with its built-

in permanent fixtures and equipment which will cost not more than the Project Budget accepted by Owner. The Project Engineer will be responsible for managing the design to stay within such Project Budget. The Project Engineer shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project location.

1.5.2 The Project Engineer shall advise the Owner on matters such as construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project. The Project Engineer shall assist the Owner in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Conditions of the Contract for each trade and/or subcontractor in accordance with statutory requirements.

1.5.3 The Project Engineer shall assist the Owner in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.

1.5.4 The Project Engineer shall ensure coordination and inclusion of sequence of operations for all operable systems in the facility.

1.5.5 The Project Engineer shall furnish and deliver to the Owner three (3) complete printed sets of 75% Construction Documents, as well as a digital copy for final review. All printed Final Construction Documents requested by the owner shall be considered reimbursable as outlined in Article 3. One (1) digital copy of the Final Construction Documents shall be provided to the Owner as part of Basic Services.

1.5.6 The Project Engineer, at the Project Engineer's expense, at each stage of review described, shall furnish and deliver to the Owner the number of complete printed copies of all plans, drawings and specifications of every character made or furnished in connection with the Work, which copies shall become the property of the Owner. The Project Engineer shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's written review comments or published meeting minutes, any of which may be appealed in writing for good cause.

1.5.7 The Project Engineer shall pay for the reproduction of all plans, specifications and other documents for use by the Project Engineer and its consultants and all documents reproduced for the various completion stage reviews by the Owner prior to the reproduction of bidding or proposal documents. All other reproduction costs shall be borne by the Owner, provided that all invoices for such reproduction work are invoiced as a Reimbursable Expense. However, addenda documents issued after the bid documents are reproduced, except for changes generated by Owner, shall be supplied at the Project Engineer's expense.

1.5.8 The Project Engineer shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.7 to confirm compliance with the Project Budget and include it with the completed Construction Documents. Construction document drawings shall be provided on a CADD system AND PDF as part of Basic Services. The Owner will define the CADD drawing requirements and the final media for the CADD data.

1.5.9 The Project Engineer shall participate in a final review of the Construction Documents with the Owner at the Project location. Prior to the Owner's approval of the Construction Documents, the Project Engineer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

1.5.10 Before proceeding into the Bidding and Proposal Phase, the Project Engineer shall obtain Owner's written acceptance of the Construction Documents and approval of the mutually established Final Project Budget.

1.6 Bidding and Proposal Phase

1.6.1 In conjunction with the development of other times as appropriate to the Project, the Project Engineer shall assist the Owner by receiving and recording requests for Bid and Request for Proposal ("RFP") Documents, issuing Bid and RFP Documents, and accounting for Bid and RFP Documents issued; receiving and resolving questions about Bid and RFP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences and HUB meetings; obtaining and evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction, including trades and/or subcontractors. Project Engineer shall answer inquiries from bidders and proposers at Owner's request and shall prepare and issue any necessary addenda to the bidding or proposal documents.

1.6.2 The Project Engineer shall assist the Owner and further and advocate the Owner's interests in Owner's negotiations with the successful bidder in an effort to develop a bid proposal offer acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the bid proposal, the Project Engineer shall participate with the Owner in constructability reviews and shall revise the documents as necessary in order to reach an agreement. If bidders proposal exceeds the cost quantity survey furnished to Owner by Project Engineer, and Owner directs Project Engineer to revise the documents, then Project Engineer shall revise the documents at its own expense so that the bid price for constructing the Project shall not exceed the Owner's Project Budget and any previously approved construction cost estimate. If it is determined to be in the Owner's best interest, instead of requiring the Project Engineer to revise the drawings and specifications, the Owner reserves the right to accept a bid proposal that exceeds the stipulated Project Budget. The Project Engineer shall analyze the final bid proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to the Owner. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications.

1.6.3 After the bid proposal has been accepted, the Project Engineer shall incorporate into the Design Development Documents and/or Construction Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the bid proposal.

1.7 Construction Phase—Administration of the Construction Contract

1.7.1 The Construction Phase shall commence with the acceptance of the bid proposal and issuance of (i) a Notice to Commence On-Site Work or (ii) a Notice to Proceed with Construction Services and terminate sixty (60) days after Final Payment to the Contractor is made, or when all of Project Engineer's services, including during the Warranty period have been satisfactorily performed, whichever occurs later.

1.7.2 Project Engineer shall provide administration of the Contract for Construction as set forth below.

- a) The Project Engineer shall coordinate with the Contractor to establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Owner's monthly meeting and when requested. The Project Engineer shall manage and execute all Change Orders.

- b) The Project Engineer shall chair all meetings scheduled by the Owner or Project Engineer and shall promptly provide summary notes to all parties. The Project Engineer shall attend Contractor's regularly scheduled planning meetings when requested.
- c) The Project Engineer shall assist the Owner in making arrangements for a Pre-Construction Conference and a Partnering Workshop and shall assist in preparation of an administration booklet for the Pre-Construction Conference and shall distribute copies of the bound booklet to all parties. The Project Engineer and its consultants shall participate in the project Partnering process including attendance at all Partnering Workshops.

1.7.3 The Project Engineer shall review the Contractor's list of proposed subcontractors for the work, initial administrative submittals for Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix to establish appropriate bases for construction monitoring, payment processing, and system commissioning. The Project Engineer shall identify necessary revisions to the documents in writing to the Contractor and recommend acceptance of the documents by the Owner when appropriate. The Project Engineer shall review periodic updates of all schedules with Owner and Contractor to evaluate appropriateness.

1.7.4 The Project Engineer and its consultants shall prepare appropriate materials for and conduct a Pre-Construction Conference at the site prior to commencement of construction by the Contractor.

1.7.5 Site Visits. The Project Engineer shall visit the site at least once each month during the entire construction period to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Each of Project Engineer's consultants shall visit the site at least once each week during construction activities related to the consultant's discipline to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Project Engineer and its consultants shall submit written reports of their site visits and meetings. The Project Engineer shall not be required to make exhaustive or continuous onsite visits to inspect the quality or quantity of the Work.

- a) On the basis of the onsite observations, the Project Engineer shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Project Engineer shall notify Owner and the Contractor in writing of any portions of the work which Project Engineer has observed as not being in conformity with the Construction Documents and make written recommendations as to correction of the deficiencies or defects. Project Engineer shall make its site representative available and shall consult with Owner and the Contractor on the occasion of all circumstances arising during the course of construction which would make such consultation in Owner's interests.
- b) In addition to site visits for general inspection and observation, the Project Engineer and its consultants shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Work. The Project Engineer and its consultants shall provide written reports of all site visits to the Owner and Contractor.

1.7.6 The Project Engineer shall prepare an agenda for, and conduct monthly project meetings for attendance by, representatives of the Contractor, major subcontractors, the Project Engineer and the Owner, and prepare and distribute minutes of the meetings.

1.7.7 The Project Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other

persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.7.8 The Project Engineer shall at all times have access to the Work wherever it is in preparation or progress.

1.7.9 The Project Engineer shall determine the amounts owing to the Contractor based on observations of Work placed at the site and on evaluations of the Contractor's Application for Payment, and shall coordinate its review and evaluation with the Owner's representatives, and shall certify Contractor's Application for Payment in an appropriate amount.

1.7.10 The certification of a Contractor's Application for Payment shall constitute a representation by the Project Engineer to the Owner, based on the Project Engineer's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Project Engineer's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Contractor's Application for Payment); and that the Contractor is entitled to payment in the amount certified. However, the approval of a Contractor's Application for Payment shall not be a representation that the Project Engineer has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

1.7.11 The Project Engineer shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance of the work of the Contractor. The Project Engineer shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.7.12 Interpretations and recommendations of the Project Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form.

1.7.13 Subject to approval of the Owner, the Project Engineer's decisions in matters relating to artistic effect shall be final if consistent with and reasonably inferable from the intent of the Contract Documents. If requested, the Project Engineer shall review interior designs and/or furniture selections proposed by the Owner and advise the Owner on their aesthetic compatibility with the Project Engineer's design.

1.7.14 The Project Engineer shall have the responsibility and the authority, with appropriate notification to the parties, to reject Work which does not conform to the Contract Documents. Whenever, in the Project Engineer's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Project Engineer will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work will then be fabricated, installed or completed. The Project Engineer shall review construction materials testing and any special testing required and shall provide recommendations for retesting, actions, or any appropriate corrective measures as may be necessary or appropriate based on the results of such tests.

1.7.15 The Project Engineer and its consultants shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work set forth in the Contract Documents, and shall respond to Contractor's inquiries and questions and provide supplemental information as appropriate. Action on submittals shall be taken with reasonable promptness so as to cause no delay to the Contractor's scheduled progress, but in any event no more than fourteen (14) business days after receipt. The Project Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Project Engineer's review shall not constitute approval of any construction means or methods.

1.7.16 Project Engineer shall clarify and interpret the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or explain portions of the Construction Documents.

1.7.17 Project Engineer shall provide assistance in the review of the Contractor's requests for change orders or claims for additional time or costs, and make recommendations to Owner as to such requests or claims.

1.7.18 The Project Engineer shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. In conjunction with each Change, the Project Engineer shall prepare an independent cost and time estimate for comparison with the Contractor's proposal and recommend to the Owner whether the proposal is acceptable.

1.7.19 Project Engineer shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by approved Change Orders. All proposed changes to drawings plans and specifications, regardless of how initiated, shall be totally defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on the media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated addenda or change orders. All changes to design documents or specifications will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

1.7.20 Project Engineer and its consultants shall conduct and participate in concealed space observations, systems start-up observations, systems integration/operational demonstrations, Substantial Completion or pre-Final work observations to determine the Dates of Substantial Completion, and Final work observation. In association with each observation, Project Engineer and its consultants shall prepare a list of items which Project Engineer and its consultants have observed as deficiencies in the Work, requiring remedial work or replacement, assemble and distribute the official punch(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

1.7.21 Project Engineer shall review, for conformance with the Contract Documents, Contractor's submission of guarantees and warranties.

1.7.22 The Project Engineer and its consultants shall assist the Owner in checking as-built drawings during the course of the Work in association with certifying progress payments and shall review

as-built documents for completeness and compliance with Contract requirements at Substantial Completion and at Final Completion of the Project.

1.7.23 Project Engineer shall receive and review Contractor's submission of record drawings, operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Contractor, shall require necessary revisions to same, and when acceptable under the terms of the Contract between Owner and Contractor, shall forward to Owner. The Project Engineer shall certify final payment to the Contractor when the requirements of the Contract between Owner and Contractor have been met.

1.7.24 Project Engineer shall monitor the Contractor's schedule for the construction phase work and assist the Owner in reviewing all relevant activities and advise the Owner of the Contractor's scheduled progress.

1.7.25 Project Engineer shall provide a milestone schedule that is acceptable to the Owner and shall be submitted on a monthly basis prior to submission of construction payment application, in conformance with the project milestone schedule, so that the desired development and construction schedule for the Project shall be maintained.

1.7.26 The Project Engineer shall be available after final payment to advise the Owner regarding Warranty items and to inspect Warranty work during the Warranty period. Project Engineer shall participate in the Project's one year warranty review.

1.8 Additional Services

1.8.1 Additional Services are those services which shall be provided if authorized or confirmed in writing by the Owner and for which compensation will be provided as described in this Agreement in addition to Basic Compensation. Prior to commencing any Additional Service, Project Engineer shall prepare for acceptance by the Owner an Additional Services Proposal, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Project Engineer has determined that such services are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Project Engineer is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Service. Project Engineer shall proceed only after written acceptance by Owner of the Additional Services Proposal.

1.8.2 Upon acceptance by Owner, each Additional Services Proposal and the services performed by Project Engineer pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement.

1.8.3 Providing services to make detailed investigations of existing conditions or facilities or to make measured drawings of them is an Additional Service except as reasonably necessary to verify the accuracy and completeness of drawings or other information furnished by the Owner and to the extent necessary for the Project Engineer to complete its responsibilities hereunder free of material errors and omissions. Project Engineer shall not be required to perform any destructive testing or to hire the services of a surveyor unless agreed to as an Additional Service.

1.9 Time

1.9.1 Project Engineer shall perform all of Project Engineer's services described herein as expeditiously as is consistent with (1) Project Engineer's best professional efforts, skill and care, (2) the

orderly progress of such services, and (3) in conformance with the project milestone schedules so that the desired development and construction schedule for the Project shall be maintained. Project Engineer shall at all times provide sufficient personnel to accomplish Project Engineer's services within the time limits set forth in the schedules described herein.

1.9.2 The project schedule shall contain milestone dates which have been established in the Request for Qualifications previously issued or may be modified by the Owner to reflect current conditions. Supplemental activities shown on the schedule, and any associated dates not yet defined, shall be determined at the completion of the Programming Services Phase or at such time when both parties mutually agree that the project is sufficiently developed and documented. Changes in this schedule may be made only with the written approval of Owner. Project Engineer shall perform all of its services in accordance with the then-current schedule approved by Owner.

Article 2 Owner's Responsibilities

2.1 The Owner shall provide the Project Engineer with a full description of the requirements of the Project.

2.2 The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Project Engineer and as reasonably necessary for the completion of Project Engineer's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

2.3 The Owner will review the Project Engineer's drawings, specifications and other documents of service produced by Project Engineer in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Project Engineer of any design fault or defect in Project Engineer's Services or Design Documents of which Owner becomes aware, but Owner shall have no obligation to identify any design faults or defects.

2.4 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Project Engineer's Services.

2.5 The Owner designates City of Georgetown CIP Manager as its representative authorized to act in the Owner's behalf with respect to the Project.

Article 3 Reimbursable Expenses

3.1 Reimbursable Expenses are in addition to Compensation for Project Engineer's Services and include actual and reasonable expenses incurred by the Project Engineer, its employees, and sub-consultants solely and directly in connection with the performance of Project Engineer's Services for the following:

3.1.1. Expense of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance in writing by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved in writing by the Owner in advance.

3.1.2. Fees paid for securing approval of authorities having jurisdiction over the Project.

3.1.3. Professional models and renderings if requested in writing by the Owner.

3.1.4. Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Project

Engineer and sub-consultants and/or identified in Article 1.

3.1.5. Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project except for: correspondence between the Project Engineer and the Owner; Project Engineer's in-house work or correspondence; or work or correspondence exchanged between the Project Engineer and its consultants.

3.2 Expenses not allowed for reimbursement include the cost of review documents required to be provided to the Owner under Article 1, telephone charges, FAX service, alcoholic beverages, laundry, valet service, entertainment or any non-project related items. All tips must be included within the per diem allowances.

3.3 Owner shall pay a mark-up not to exceed ten percent (10%) on those reimbursables identified in 3.1.1 through 3.1.5 above. A mark-up shall not be paid on lodging, meals or travel expenses. Project Engineer shall submit receipts for all reimbursable expenses along with any reimbursement request.

Article 4 Basis of Compensation

The Owner shall compensate the Project Engineer for the services provided in accordance with Article 4. Payments to the Project Engineer, and other terms and conditions of this Agreement, shall be as follows:

4.1. Basic Services Fee

4.1.1 In consideration for the services provided under the contract, the Project Engineer shall be paid a fixed fee not to exceed amount of \$ **819,000** in accordance with this Contract. Payment for services provided shall be made monthly and in accordance with the Milestone Phase Schedule inserted below, following acceptance (or Final Acceptance) of the Services by the City. Reimbursable expenses not to exceed \$6,000 shall be in addition to the fixed fee amount and as approved by City.

Milestone Phase	Amount (\$)
Schematic Design Phase	\$138,000
Design Development	\$173,000
Construction Documents	\$313,000
Bidding/Negotiation Services	\$15,000
Construction Administration	\$180,000

4.2. Fees for Change Order Services

If revised construction documents are required due to material changes ordered by the Owner and not due to errors and omissions on the part of the Project Engineer, the fee for the additional Basic Services required will be calculated using the same percentage fee used to establish the Basic Services Fee times the lowest bona fide bid or negotiated proposal for the changes to the Work or, if no bid or proposal is received, an up-to-date detailed Construction Cost Estimate for the changes to the Work, but only to the extent that services for the changes to the Work are required.

4.3. Reimbursable Expenses

For reimbursable expenses, as described in Article 3, the Project Engineer's reimbursement shall be calculated as an amount not to exceed 1.10 times the amounts actually expended by the Project Engineer, the Project Engineer's employees and consultants in the interest of the Project.

4.5 Additional Services

4.5.1 Fees for Additional Services are in addition to the Basic Services Fee described above.

4.5.2 The fees for Additional Services will be negotiated by the Owner and the Project Engineer as the scope of the Additional Services is defined and shall be calculated in one of the following ways:

- a) A pre-established lump sum amount; or
- b) An agreed percentage of the Final Construction Cost of the Work resulting from the service being provided.

4.5.3 In the absence of an agreement between the Owner and the Project Engineer, the fees for Additional Services shall be calculated on an hourly basis.

Article 5 Payments to the Project Engineer

5.1 Project Engineer shall present monthly Applications for Payment to the Owner detailing the Project Engineer's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Project Engineer shall submit payroll information, receipts, invoices and any other evidence of payment which Owner shall deem necessary to support the amount requested.

5.2 Owner shall promptly review the Application for Payment and notify Project Engineer whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Engineer for all approved services and expenses. For purposes of Texas Government Code 2251, the date performance of services is completed is the date when the Owner approves the Application for Payment. Engineer shall pay all sub-consultants and other expenses incurred under this Agreement in accordance with Texas Government Code Chapter 2251.

5.3 Owner shall have the right to withhold from payments due Project Engineer such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Project Engineer or failure of Engineer to perform its obligations under this Agreement.

Article 6 Project Engineer Accounting Records

6.1 Records of Project Engineer costs and reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Project Engineer in writing.

Article 7 Ownership and Use of Documents

7.1 The Owner shall have the title to and ownership of all documents produced or developed by Project Engineer and any sub-consultant in connection with this Agreement whether the Project is

completed or not. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Project Engineer shall deliver all documents to the Owner at completion of the Project, termination of Services, or upon Owner's request. Project Engineer may retain copies of its work product.

7.2 The Project Engineer shall furnish to the Owner one set of digital files representing the final record drawings, in both CADD format and PDF.

Article 8 Termination of Agreement

8.1 Termination for Cause. This Agreement may be terminated by either party upon ten (10) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and if such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience and Project Engineer's recovery for termination shall be strictly limited as provided below.

8.2 Termination for Convenience. This agreement may be terminated for convenience by the Owner in whole or in part upon at least ten (10) days' written notice to the Project Engineer.

8.3 Compensation. In the event of termination not the fault of the Project Engineer, the Project Engineer shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Project Engineer delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Project Engineer prior to termination.

Article 9 Successors and Assigns

The Owner and the Project Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Project Engineer, and Project Engineer's interest in this Agreement, duties hereunder, and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

Article 10 Extent of Agreement

This Agreement supersedes all prior agreements, written or oral, between Project Engineer and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. Terms or conditions that were incorporated into Project Engineer's proposal shall not be incorporated into this Agreement, and the parties expressly waive any such terms and conditions. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Project Engineer.

Article 11 Indemnity

11.1 General Obligation to Indemnify and Defend. TO THE FULLEST EXTENT PERMITTED BY LAW, PROJECT ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS,

EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF PROJECT ENGINEER OR PROJECT ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER. PROJECT ENGINEER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, CLAIMS AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION PROVIDED THAT THE CLAIM IS NOT BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF THE CONTRACT BY OWNER, THE OWNER'S AGENT, EMPLOYEE OR OTHER ENTITY, EXCLUDING THE LANDSCAPE ENGINEER, ITS AGENT, EMPLOYEE OR SUBCONTRACTOR, OVER WHICH THE OWNER EXERCISES CONTROL.

11.2 Intellectual Property

11.2.1 PROJECT ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY PROJECT ENGINEER OR PROJECT ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. PROJECT ENGINEER SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

11.2.2 IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, PROJECT ENGINEER SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, PROJECT ENGINEER SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT PROJECT ENGINEER'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF PROJECT ENGINEER IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, PROJECT

ENGINEER SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGEMENT REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, PROJECT ENGINEER SHALL REIMBURSE OWNER FOR ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NON-INFRINGEMENT REPLACEMENT.

11.3 Project Engineer's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.

11.4 Owner shall promptly notify Project Engineer, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Project Engineer shall relieve Project Engineer of its obligations under this Agreement except to the extent that Project Engineer can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Project Engineer shall assume control of the defense and/or resolution of the claim.

11.5 Project Engineer assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the Owner, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Project Engineer, any Consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

Article 12 Miscellaneous Provisions

12.1 **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

12.2 **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to principles of conflicts of laws. The Owner and the Project Engineer each submit to exclusive jurisdiction of the courts of Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

12.3 **Waivers.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

12.4 **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof,

and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

12.5 Independent Contractor. Project Engineer acknowledges that it is engaged as an independent contractor and that Owner has no responsibility to provide Project Engineer or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Project Engineer is not, and will not claim to be, an officer, partner, employee or agent of Owner and shall not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Project Engineer hereby agrees to make Project Engineer's own arrangements for any of such benefits as Project Engineer may desire and agrees that Project Engineer is responsible for all income taxes required by applicable law.

12.6 Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Project Engineer in the performance of services for Owner, which is not generally known to the public, shall be confidential. Project Engineer shall not, beginning on the date of first association or communication between Owner and Project Engineer and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Project Engineer's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Project Engineer shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Project Engineer as an independent Contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Project Engineer shall obtain assurances similar to those contained in this Subparagraph from persons, vendors and consultants retained by Project Engineer. Project Engineer acknowledges and agrees that a breach by Project Engineer of the provisions hereof will cause Owner irreparable injury and damage. Project Engineer, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

12.7 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Project Engineer a representative to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Project Engineer shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

12.8 Dispute Resolution.

12.8.1 If a dispute arises under this Agreement, Owner and Project Engineer agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.

12.8.2 If the Owner and Project Engineer fail to resolve a dispute through negotiation, then Owner and Project Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement to mediation.

12.8.3 If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Project Engineer arising out of or relating to this Agreement (a) may be submitted to binding arbitration by written agreement, or (b) may be filed by either Owner or Engineer in a court of competent jurisdiction in Williamson County, Texas.

12.8.4 Upon Owner's request, Project Engineer shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement.

12.9 **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:

City of Georgetown
300-1 Industrial Ave.
Georgetown, Texas 78626
Attention: Purchasing

With Copies to: N/A

If to Project Engineer:

WGI, Inc.
8144 Walnut Hill Lane
Suite 903
Dallas, Texas 75231

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

12.10 **Authority to Act.** Project Engineer warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Project Engineer has been duly authorized to act for and bind Project Engineer.

12.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed and considered to be an original, but all of which shall constitute one and the same instrument.

12.12 **179 D Benefit Allocation.** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through this Agreement with Project Engineer.

12.12.1 If the Owner and the Internal Revenue Service (IRS) determine that the Project Engineer is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Project Engineer could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), Project Engineer hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Project Engineer. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Project Engineer fees or both.

12.12.2 Owner reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

12.12.3 Project Engineer agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

12.13 Contractor Certification Regarding Boycotting Israel. Pursuant to Chapter 2271, Texas Government Code, Project Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Project Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.14 Contractor Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Project Engineer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Project Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.15 Contractor Certification Regarding Boycotting Energy Companies. Pursuant to Chapter 2274, Texas Government Code, Project Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Project Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.16 Contractor Certification Regarding Boycotting Firearm and Ammunition Industries. Pursuant to Chapter 2274, Texas Government Code, Project Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries, and will not boycott firearm and ammunition industries during the Term of this Agreement. Project Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.17 Disclosure of Interested Parties. By signature hereon, Project Engineer certifies that, if the value of this agreement exceeds \$50,000, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code, Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Project Engineer.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

CITY OF GEORGETOWN

By: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, _____, by _____, Mayor of the City of Georgetown, on behalf of the City.

Notary Public – State of Texas

PROJECT ENGINEER

Printed Name: _____

Title: _____

Engineer License or Firm’s Certificate No: _____
State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, _____, by _____ on behalf of _____.

Notary Public – State of Texas

The following Exhibits are fully incorporated into this Agreement by reference:

EXHIBITS

- Exhibit A Engineering Services
- Exhibit B Project Milestone Schedule
- Exhibit C Personnel Titles and Hourly Rates
- Exhibit D Certificate of Insurance

EXHIBIT A ENGINEERING SERVICES

This Exhibit A outlines the specific work that WGI will undertake, subject to the Agreement. Nothing in this Exhibit A supersedes any contractual requirements.

I. SCHEMATIC DESIGN

A. General Scope

1. Upon receiving authorization to proceed, WGI will meet with City of Georgetown (City) to confirm design objectives, establish the schedule and set milestone dates, review traffic considerations, observe the site, and review programming criteria for the parking structure expansion. WGI would also suggest scheduling a Design Charrette meeting with city staff to review concept design opportunities.
2. WGI will review site conditions considering topography, adjacent buildings, traffic flow on adjacent streets, probable pedestrian flow, and other features important to the project.
3. WGI will attend periodic project team design coordination meetings in Georgetown, via telephone and/or virtual meetings, as requested by City. Number of in-person meetings are presented in WGI's letter proposal.
4. WGI will coordinate the work of its design team, including structural engineering, parking design, architecture, site/civil engineering, landscape architecture, mechanical/plumbing, and electrical engineering. It will also confirm conformance with the project requirements.

B. Site/Civil Engineering Scope

WGI will:

1. Conduct a site visit with the project Owner in order to observe and discuss concerns related to the property.
2. Obtain copies of approved subdivision plats and confirm that all or portions of the site must be legally subdivided as part of the approval process for this project.
3. Attend meetings with City and County staff as appropriate, including meetings for planning, utilities, drainage, transportation, environmental, etc., to examine past approvals and issues, which might affect the current development status.
4. Assist Owner, architect, and other design team members with gathering site-related data and other additional information required to proceed with development of the project.
5. Obtain copies of the final zoning ordinance(s) for the property.
6. Verify that the Owner-furnished survey is accurate based on field observation and reconcile any discrepancies with the surveyor.
7. Coordinate with surrounding regulatory and municipal agencies with regard to water, wastewater, electric, natural gas, telephone and cable services for this proposed site through the request of service availability letters.
8. Should offsite improvements be required or anticipated by the local utility, an individual cost estimate will be prepared for review by your office for these improvements.
9. Identify and prepare necessary view corridor calculations and prepare necessary exhibit, to address conformance of the requirement.

10. Prepare an engineer's opinion of probable jurisdictional review, fiscal, impact, and inspection fees.
11. Prepare a selective demolition plan of the site civil related items including pavement, curbing, sidewalks, swales, miscellaneous site work.

C. Parking Functional Design Scope

WGI will:

1. Develop conceptual floor plan parking layout and circulation to meet the project goals. In addition to any considerations City may propose, WGI's considerations will include:
 - a. Site and building footprint, height and massing, probable pedestrian flow, operational requirements, entry/exit provisions, stair/elevator locations, and interior vehicle circulation.
 - b. Integration with adjacent buildings
 - c. Vehicular access; location, and size of entrance and exit lanes
 - d. Floor-to-floor height
 - e. Parking functionality and efficiency
 - f. Accommodations for the needs of different users (if any)
 - g. Ground-level retail "shell space" (if applicable)
 - h. Structural system considerations
2. Prepare schematic design functional drawings.
 - a. Prepare functional drawings that include parking space layouts, circulation requirements, and details of entrances/exits.
 - b. Prepare design narrative or outline specifications for signage and pavement markings.

D. Architecture Scope

WGI will:

1. Perform a zoning and code analysis to identify potential constraints that may affect parking and construction. WGI will address local and national code requirements, including the following:
 - a. Travel Distances
 - b. Life Safety Concerns (e.g., guardrails, vehicle barriers, stair enclosures)
 - c. Fire Separation
 - d. Openness Requirements
 - e. Minimum Headroom Clearances
 - f. Americans with Disabilities Act
 - g. Parking space and drive aisle dimensions
2. Develop up to four (4) architectural design concept options with corresponding computer-generated static perspective rendering:
 - a. Four parking levels above grade, with ground level retail space, no basement level.
 - b. Four parking levels above grade, without ground level retail space, no basement level.
 - c. Four parking levels above grade, with ground level retail space, one basement level.

- d. Four parking levels above grade, without ground level retail space, one basement level.
3. Develop primary parking structure architectural elements, including the building façade. Prepare parking structure elevations.
4. Prepare schematic design architectural plans and elevations. Provide preliminary design of the exterior building elevations and detailing for the façade. Develop preliminary facade details interfacing with functional and structural systems and provide schematic design level architectural exterior building elevations. Provide a written description of preliminary architectural features and materials.

E. Structural Engineering Scope

1. WGI understands that cast-in-place post-tensioned concrete is the desired structural system. Structural design tasks and considerations will include:
 - a. Schematic definition of the structural system.
 - b. Volume change considerations.
 - c. Considerations of user comfort issues, such as security (line-of-sight) and reducing shear wall and column obstructions.
 - d. Durability systems, waterproofing, and joint sealants.
 - e. Consideration of anticipated first costs and future costs associated with the structural system over the expected service life.
 - f. Develop preliminary structural plans and preliminary framing details.
2. WGI will assist the City in preparing minimum requirements to obtain soil borings and geotechnical recommendations for the substructure design.
3. WGI will prepare parking structure Schematic Design structural drawings. These documents will include:
 - a. Preliminary foundation design based on the geotechnical report and site requirements.
 - b. Preliminary structural criteria for structural system, including durability features, and waterproofing systems.
 - c. Preliminary selection and sizing of structural elements.

F. MEP Engineering Scope

1. WGI will prepare a schematic MEP systems design narrative describing equipment types, equipment sizes, materials and other verbiage to assist in scope identification and verification.

G. Landscape Architecture Scope

1. WGI will prepare design documents and plans in support of providing schematic landscape plans (30% level of completion). This task will include the production of landscape plans for the purpose of eliciting design input from the CLIENT. The following items will be addressed within the schematic landscape plans:
 - a. Address landscape treatment.
 - b. Parking facility foundation plantings.
 - c. Required open space plantings.

- d. Identify proposed street tree relocations (if required) and tree preservation.
- e. Submit landscape plans (30% level of completion)

H. Design Deliverables for Schematic Design Phase

WGI will provide the following deliverables for the Schematic Design phase:

1. Preliminary parking functional floor plans
2. Preliminary parking structure structural plans and typical conceptual details
3. Architectural Design Concept, consisting of computer-generated static perspective renderings and elevations
4. Schematic/preliminary grading and drainage plan
5. Schematic design landscape plans (30% level of completion)
6. Design Narrative – all disciplines

II. DESIGN DEVELOPMENT

A. General Scope

WGI will:

1. Attend periodic project team design coordination meetings in Georgetown, via telephone and/or virtual meetings. Number of in-person meetings are presented in WGI's letter proposal.
2. Coordinate the work of the design team to confirm conformance of WGI's work with project requirements.

B. Site/Civil Engineering Scope

WGI will:

1. Prepare a conceptual civil site plan which will generally meet the applicable jurisdictional requirements. This conceptual site plan will be based on the architectural site plan. WGI will forward the conceptual civil site plan to the City's office for its review and approval.
2. Once the conceptual civil site plan has been approved by the City, WGI will prepare a preliminary utility and grading plan for the City's review and preliminary budgeting purposes.
3. WGI anticipates the need to conduct an on-site and off-site drainage and stormwater conveyance study due to the existing site conditions combined with condition of the stormwater conveyance infrastructure upstream and downstream of the subject property.
4. The drainage analysis will encompass the preparation of an electronic drainage model and a report of findings, which will be prepared according to the applicable jurisdictional requirements and may be used for the subsequent development permit application(s). The drainage analysis will help define and locate the detention and water quality basins as well as the route and method(s) of conveyance for stormwater discharge from the subject property.

C. Parking Functional Design Scope

WGI will:

1. Update parking structure layout to further develop the following:
 - a. Relationship of the structure to peripheral street system, adjacent buildings, and anticipated user destinations.
 - b. Location and size of vehicle entrance and exit.
 - c. Vehicular and pedestrian flow, both internal and external to the facility.
 - d. Location of stair/elevator towers.
 - e. Pedestrian access.
 - f. Parking space layouts.
 - g. Vehicle ramping system.
2. Prepare parking space layout drawings, and signage/graphics detailing and specifications.
 - a. Develop tier plans, including parking space layouts, stair/elevator locations, storage/electrical/mechanical rooms, sign locations, and entrance/exit islands.
 - b. Develop graphics (signing) layouts, details, sign schedules, and refine outline specifications for signage.

D. Architecture Scope

WGI will:

1. Develop building sections to illustrate relationship between floor levels and vertical elements, and to illustrate the relationship with the site and surrounding area.
2. Prepare design development architectural plans, elevations, and details. Provide architectural specifications, including architectural precast (if applicable), masonry, handrails, miscellaneous metals, wood and plastic (if applicable), flashing, roofing, architectural building envelope detailing, vents, wire screens, storage rooms, and electrical rooms.

E. Structural Engineering and Parking Areas Waterproofing Scope

WGI will:

1. Prepare design development structural drawings and specifications, incorporating important durability criteria. These documents will include:
 - a. Preliminary foundation design based on the geotechnical report recommendations and site requirements.
 - b. Preliminary sizing of structural elements.
 - Structural system detailing.
 - Volume change design considerations.
 - Development of durability systems, waterproofing, and joint sealants.
 - c. Develop floor elevations and floor drain locations.
 - d. Preliminary structural specifications for foundations, superstructure system (including durability features).
2. Parking Area Waterproofing – Prepare design development waterproofing drawings and specifications for the parking area floor slabs. These documents will include:

- a. Concrete sealer application to reduce the infiltration of water.
- b. Expansion joint waterproofing systems in the floor slabs.
- c. Control joint caulking with elastomeric sealant
- d. Traffic bearing membrane application to protect vulnerable structural elements (i.e. post-tensioning anchors at pour strips), or to provide waterproofing over areas such as storage rooms and electrical rooms.

F. MEP Engineering Scope

WGI will:

1. Prepare design development Mechanical, Electrical and Plumbing drawings and specifications. These documents will include:
 - a. Power
 - Locations of telephone outlets, data outlets, electrical equipment outlets, general receptacle outlets and floor outlets. Client shall provide specific outlet locations where needed.
 - Circuiting of general-purpose outlets.
 - Equipment power requirements.
 - Special electrical requirements.
 - Electric service entrance and utility company coordination.
 - Electrical riser diagram.
 - Panelboard schedules.
 - b. Lighting
 - Approximate location of light fixtures primarily using the architectural reflected ceiling plan.
 - Designation of light fixture types. Specialty light fixtures to be selected by Client.
 - Circuiting of light fixtures.
 - Switching and control of light fixtures. Client to provide marked plan indicating any special switching requirements in specific areas.
 - Lighting fixture schedule.
 - ComCheck Lighting Calculations.
 - Fire Alarm System
 - Performance Specification.
 - c. Mechanical
 - Mechanical cover sheet with symbols, abbreviations and general notes.
 - HVAC system zoning and equipment capacities.
 - Major HVAC duct routing and sizes.
 - Areas requiring 24-hour air conditioning or other special cooling, heating or ventilation requirements.
 - Basic controls diagrams or notes giving direction to how mechanical equipment will be monitored and controlled.
 - Specifications detailing materials to be used for items such as ductwork, insulation, equipment, piping, hangers and supports.
 - d. Plumbing:
 - Plumbing fixture locations and identification.
 - Plumbing pipe routing and sizes to a point 5'-0" beyond building edge.
 - Plumbing fixture and equipment schedules.
 - Plumbing Riser Diagrams for Sanitary Sewer, Domestic Water, Natural Gas and Storm Water systems.

- Interceptor specification and permitting assistance as applicable for sand/oil separators, grease traps, and similar items.
- Material specifications for plumbing systems. These specifications will have joint types and means of installation.

G. Landscape Architecture Scope

1. WGI will prepare design documents, plans, details and specifications under this task in accordance with applicable jurisdictional requirements. The following tasks represents activities anticipated under this task:
 - a. Prepare DD Landscape Plans.
 - b. Prepare required landscape calculations.
 - c. Prepare one (1) 2-d rendering for the landscape design.
 - d. Prepare irrigation plans depicting proposed water source, spray head layout and lateral locations.
 - e. Prepare an Opinion of Probable Construction Cost.
 - f. Submit landscape plans (60% level of completion).

H. Design Deliverables for Design Development Phase

WGI will provide the following deliverables for the Design Development phase:

1. Preliminary Parking Functional Floor Plans illustrating parking layout, entry/exit layout, stairs and elevator(s), and interior signage.
2. Preliminary structural plans, including foundations and superstructure
3. Preliminary structural stair plans and details
4. Preliminary structural detail drawings
5. Preliminary parking area waterproofing Drawings
6. Preliminary architectural plans and details
7. Preliminary MEP plans and details
8. Preliminary landscape and irrigation
9. Preliminary selective site demolition, site grading and drainage
10. Preliminary stormwater pollution plan, including best management practices.
11. Draft technical specification sections – All Disciplines
12. Updated opinion of probable construction cost.

III. CONSTRUCTION DOCUMENTS

A. General Scope

WGI will:

1. Attend periodic project team design coordination meetings in Georgetown, via telephone and/or virtual meetings. Number of in-person meetings are presented in WGI's letter proposal.
2. Coordinate the work of the design team to confirm conformance of our work with project requirements

B. Site/Civil Engineering Scope

1. Site Development Permit: Upon final site plan approval by the City in accordance with the Agreement, WGI will prepare a site development permit application. The site development permit is needed as part of the development process for this project and is to be in place prior to obtaining the building permit(s). The Site Development Permit package(s) will generally consist of the following:
 - a. WGI prepares a final dimensional site plan to meet jurisdictional requirements. This site plan will be used as the basis for the final site plan which will be submitted for review and comment.
 - b. WGI will prepare a project phasing plan to meet the jurisdiction requirements and the objectives of the project owner.
 - c. WGI will prepare a site grading and drainage plan based on the Drainage Criteria Manual (DCM).
 - d. WGI will prepare a site utility plan for water and wastewater service based on the Utility Criteria Manual (UCM) and other jurisdictional requirements. The site utility plan will consist of on-site water, wastewater and fire protection layouts up to the face of the proposed building(s). Fire sprinkler system, fire booster pump and/or fire water storage design are excluded in this proposal. Likewise, lift station and grinder pump design for wastewater service is also excluded.
 - e. WGI will coordinate the location of electric, gas, cable, and telephone connections to the building so these can be shown for reference only on the site civil drawings. Design of these items are excluded.
 - f. WGI will prepare an erosion and sedimentation control plan that meets the current Environmental Criteria Manual (ECM) and/or TCEQ requirements.
 - g. WGI will prepare a land use compatibility and site circulation plan showing compliance with the proposed zoning district's site development and land use regulations.
 - h. The drawings prepared for the site development permit will be construction documents. Civil specifications will be on the drawings and will reference published City or State specifications. Therefore, no separate specifications will be provided. Essential details and notes will be provided on the drawings.
 - i. WGI will prepare the engineer's summary letter and drainage report addressing the applicable jurisdictional requirements with respect to site design.
 - j. WGI will submit the site development permit application package (as well as applications, tax maps, tax certificates, drainage reports, drawings, etc.) for review and comment.
 - k. WGI will coordinate with the review staff to address comments and obtain site plan, land use, and technical engineering approvals.
 - l. Upon approval, a site development permit will be issued for this project. WGI anticipates at least one and possibly two or three revisions will be needed to address staff comments for this project, even if no client-generated changes are made after submittal to the City.
2. Water Pollution Abatement Plan (WPAP): A new WPAP must be prepared for review and approval as part of this project because the site is located over the Edwards Aquifer Recharge Zone. The WPAP consists of a report describing the information called for by Section 313 of the Texas Administrative Code, the site development construction drawings, and a geologic assessment. The WPAP is intended to confirm the permanency of water quality controls constructed as part of this project.

- a. WGI will prepare and submit the needed documentation for a new WPAP application for each phase of the project.
- b. WGI will coordinate with the TCEQ staff to clear comments and seek approvals.
- c. WGI will assist the City in completing the deed recordation affidavit and recording the needed paperwork at Williamson County.

C. Parking Functional Design Scope

WGI will:

1. Finalize parking striping plans, detailing and specifications.
2. Finalize signage/graphics plans, detailing and specifications.

D. Architecture Scope

WGI will:

1. Finalize architectural plans, elevations, and details.
2. Finalize architectural specifications.

E. Structural Engineering and Parking Areas Waterproofing Scope

WGI will:

1. Prepare final design structural drawings and specifications, including:
 - a. Final structural drawing general notes.
 - b. Final foundation design plan, details and foundation schedule.
 - c. Final superstructure design plans, details and structural schedules (beams, columns, slabs).
 - d. Final floor elevations and floor drain locations.
 - e. Final structural specifications for foundations and superstructure system.
2. Parking Area Waterproofing – Prepare final design waterproofing drawings and specifications for the parking area floor slabs:
 - a. Concrete sealer.
 - b. Expansion joint waterproofing systems.
 - c. Joint sealants
 - d. Traffic bearing membrane.

F. MEP Engineering Scope

WGI will:

1. Prepare Mechanical contract documents depicting the following:
 - a. Air supply, return and exhaust outlet types, locations and air quantities.
 - b. Ductwork routing and sizes.
 - c. Thermostat locations and specifications.
 - d. Air handling equipment locations and schedules detailing capacities, weights and electrical requirements.

- e. Approximate location of existing ductwork, piping and mechanical equipment.
 - f. ComCheck Energy Code Calculations
2. Prepare Electrical contract documents depicting the following:
 - a. Power
 - b. Locations of telephone outlets, data outlets, electrical equipment outlets, general receptacle outlets and floor outlets. Client shall provide specific outlet locations where needed.
 - c. Circuiting of general purpose outlets.
 - d. Equipment power requirements.
 - e. Special electrical requirements.
 - f. Electric service entrance and utility company coordination.
 - g. Electrical riser diagram.
 - h. Panelboard schedules.
 3. Lighting
 - a. Designation of light fixture types. Specialty light fixtures to be selected by Client.
 - b. Circuiting of light fixtures.
 - c. Switching and control of light fixtures. Client to provide marked plan indicating any special switching requirements in specific areas.
 - d. Lighting fixture schedule.
 - e. ComCheck Lighting Calculations.
 - f. Fire Alarm System
 - g. Performance Specification.
 4. Prepare Plumbing contract documents depicting the following:
 - a. Plumbing fixture locations and identification.
 - b. Plumbing pipe routing and sizes to a point 5'-0" beyond building edge.
 - c. Plumbing fixture and equipment schedules.
 - d. Plumbing Riser Diagrams for Sanitary Sewer, Domestic Water, Natural Gas and Storm Water systems.
 - e. Interceptor specification and permitting assistance as applicable for sand/oil separators, grease traps, and similar items.
 - f. Material specifications

G. Landscape Architecture Scope

1. WGI will prepare design documents, plans, details and specifications under this task in accordance with applicable jurisdictional requirements on a lump sum basis. The following tasks represents activities anticipated under this task:
 - a. Prepare CD Landscape plans.
 - b. Prepare landscape installation notes and details.
 - c. Prepare required landscape calculations.
 - d. Prepare irrigation plans depicting proposed water source, spray head layout and lateral locations, sleeve locations, and pipe sizing.
 - e. Prepare irrigation installation notes and details.
 - f. Prepare landscape and irrigation specifications.

H. Design Deliverables for Construction Documents Phase

WGI will provide the following deliverables for the Construction Documents phase:

1. 90% construction documents for review.
2. Final Plans and Details – All Disciplines.
3. Final Technical Specifications – All Disciplines.
4. Updated opinion of probable construction cost.

IV. BIDDING AND CONSTRUCTION ADMINISTRATION

WGI will:

- A. Consult with project team during the procurement phase, answer questions, and prepare addenda as required.
- B. Attend preconstruction meetings to review specifications and design requirements with contractors.
- C. Provide ongoing consultation throughout the construction phase.
- D. Review appropriate shop drawings and submittals required by our technical specifications during the Construction Phase of the project. Such review will be for general conformance with the design concept of the project and general compliance with the information given in the Construction Documents.
- E. Review and respond to Requests for Information (RFIs).
- F. Review materials testing reports, including geotechnical, foundation bearing capacity, soil compaction, welding, concrete quality, etc.
- G. Participate in pre-concrete placement meeting for communication of project expectations.
- H. Conduct periodic construction observation visits at a time deemed appropriate for timely and proper review of the work in progress. Number of periodic visits are presented in our letter proposal.
- I. Review and assist in processing contract change request items to document changes in the work.
- J. Texas Architectural Barriers Project Registration (TABPR) project submittal to Texas Department of Licensing and Registration (TDLR) and registration.
- K. Conduct punchlist site visit and submit a punchlist report.
- L. Issue Landscape Certification Letter after satisfactory inspection.
- M. Prepare record drawings based on as-built documentation provided by contractors.

V. SCOPE CLARIFICATIONS & EXCLUSIONS

1. The following work items are not included in WGI's structural design scope of work:

- a. Temporary structural systems required during the construction phase of the project.
 - b. Design and/or review of structural members designed by others.
 - c. Mezzanines.
 - d. Structural steel connections (design delegated to fabricator).
 - e. Curtainwall systems.
 - f. Cold-formed metal framing at exterior and interior conditions.
 - g. Structural design and detailing of wood or steel stairs, handrails and their connections to the structure.
 - h. Design and detailing of structural supports and connections for window washing equipment and safety tieback systems.
 - i. Design of pipe supports and electrical/mechanical equipment supports typically provided by the Mechanical/Electrical Contractors.
 - j. Design of connections for seismic forces of mechanical and electrical components.
 - k. Structural design of pre-manufactured systems.
 - l. Structural design of non-load-bearing exterior wall backup systems (steel and masonry) and their connections to the frame for gravity, wind and seismic forces.
 - m. Structural design of exterior cladding and its connections to the cladding back-up system.
 - n. Structural design of light gage metal stud exterior cladding back-up systems.
2. WGI understands that the City of Georgetown will retain a special inspector for the purposes of performing special inspections in accordance with the requirements of the project and entity having jurisdiction.
 3. Design of pipe supports and electrical/mechanical equipment supports is typically provided by the Mechanical/Electrical Contractors and is therefore not included.
 4. WGI understands that the City will retain the services of a geotechnical engineer to perform geotechnical investigations and provide geotechnical recommendations for substructure design.
 5. WGI understands that the city will retain testing laboratory services to perform materials testing during construction.
 6. The following work items are not included in our MEP design scope of work:
 - a. Data/communication cabling.
 - b. Green building services unless explicitly stated above.
 - c. Design and detailing of fire alarm, security and other low voltage systems.
 - d. Permit fees.
 - e. Design of solar and battery systems for alternative energy generation. Scope includes coordination with solar manufacturer for design of electrical distribution system.
 7. Alternative energy is not assumed to be part of this scope of work
 8. Low voltage electrical systems, including voice, data, security or other system wiring or designs are not included in our scope of services. Empty conduit design for power and data will be provided (if required).

9. Fire protection design services (if required) will be limited to criteria specifications only, with hydraulic calculations and piping design documents by certified sprinkler contractor. Design provisions for booster/fire pump, if required, is not included.
10. Proposed landscape architecture scope of services does not include: hardscape design, landscape lighting design, park or outdoor amenity design, representation at public meetings.
11. WGI has written this proposal under the assumption that the existing lots which collectively comprise the subject site will be found to be exempt from the requirement to subdivide through the land status determination process and will be combined through a Unified Development Agreement (UDA). This determination will be made by the City of Georgetown during the preliminary engineering phase of the project. If the City of Georgetown decides that subdivision platting is required as part of this project, an amendment to this scope and fee will be prepared for your execution for the necessary platting effort.
12. WGI has assumed that a license agreement is not required as part of this project. A license agreement is necessary when private improvements are installed in the public right of way. A contract amendment will be necessary in order to prepare and obtain approvals for a license agreement application.
13. The design of utility services for electricity, gas, cable, telephone, etc. are excluded.
14. Design, profiling, and permitting of an underground dry utility duct bank is specifically excluded in this scope of services and should be performed by a third-party dry utility consultant if necessary.
15. WGI has assumed that off-site improvements are not required. In the event that off-site improvements are necessary as part of this project, WGI reserves the right to request additional fees should it be determined during the preliminary engineering phase that offsite improvements are necessary.
16. Off-site surveys for drainage or utility extension route design purposes are not included in this scope and shall be billed as an additional service if required.
17. WGI has assumed that the site will either receive a waiver from detention from the local municipality or provide detention onsite per standards laid out in the local jurisdictional requirements. Any participation in a Regional Stormwater Management Program (RSMP) shall be billed as an additional service dictated by the scope outlined by the City of Georgetown or other local municipality. This scope may not include the design of offsite improvements that may arise from this analysis and may require additional services in order to prepare these construction documents.
18. WGI assumed that no variance requests, warrants, or waivers are required. Should a variance or waiver be necessary, WGI reserves the right to prepare an amendment to this agreement for your approval for the additional services should they become excessive in nature.

19. Any proprietary restrictive covenants, proprietary easements, restrictions or any other similar documents will be prepared by your attorney. WGI will prepare City boilerplate legal documents as part of this scope.
20. The demolition permit scope may require lead and asbestos surveys in accordance with Texas Department of Health (TDH) regulations. WGI has not included preparation of these TDH surveys in our scope and have assumed that if they are required, they will be contracted directly by the project owner. Additionally, WGI has assumed that the existing structures on site will not be deemed historic in nature, which would require a public hearing before the Historic Landmark Commission prior to approval of the demolition permit.
21. Preparation of a License Agreement for construction activities, including aerial licensing for crane operations and temporary shoring/bracing, is not included.
22. This scope of services does not include the preparation of project manuals for purposes of bidding or contracting between the owner and general contractor. WGI will provide local jurisdictional specifications and proprietary technical specifications. However, preparation of "AIA Divisions 0 or 1" are not included.
23. WGI have assumed that this project will not encounter opposition from City, County, or State review agencies, neighborhood groups, environmental groups, etc. which would require a public hearing or meetings with neighborhood groups or associations.
24. Project review fees, inspection fees, fiscal surety, and other associated project-related fees are not included in this scope and remain the responsibility of the project owner.
25. Site Plan Corrections driven by field conditions, contractors, or clients shall be billed as an additional service (if required). Examples of add-service corrections will consist of, but are not limited to, the following:
 - a. Addition or modification of project phasing plans (unless explicitly included in the scope of the original contract).
 - b. Addition or modification of traffic control plans (unless explicitly included in the scope of the original contract).
 - c. Changes of use driven by Client or tenant.
 - d. Post-permit modifications of building footprint(s), site components, parking, utilities configurations, landscape features, etc. by Client.
 - e. Modification of plans as a result of construction error or omission by Contractor(s).
 - f. Modification of plans as a result of inadequate or incorrect survey of existing conditions/infrastructure by a third party.
 - g. Modification of plans as a result of inadequate or delayed field verification of existing conditions (especially utilities) by the Contractor(s).

EXHIBIT B
PROJECT MILESTONE SCHEDULE

Supplemental activities, which dates are not yet defined, shall be determined at the completion of the Program Phase or at such time when both parties mutually agree that the project is sufficiently developed and documented.

The anticipated project milestone durations are as follows:

- Schematic Design reboot: 6 weeks
- Design Development: 8 weeks
- Construction Documents: 10 weeks
- Bidding and Award: 10 weeks
- Construction: 12 months (subject to Contractor’s proposed schedule)

Project Phase	Design Discipline					
	Prime/Project Management	Structural	Architecture	MEP	Landscape Architecture	Civil
Schematic Design	2	1	1	1	1	2
Design Development	2	1	1	1	1	2
Construction Documents	2	2	2	2	2	3
Total Design Phase Meetings	6	4	4	4	4	7
Preconstruction Meetings	2	1	0	0	0	1
Periodic Site Visits/Construction Progress Meetings	6	10	2	3	3	8
Punch List Visits	2	1	1	1	1	1
Total Construction Site Visits	10	12	3	4	4	10

EXHIBIT C
PERSONNEL TITLES AND HOURLY RATES

WGI, INC.
FEE SCHEDULE
EFFECTIVE DATE – 02/26/2022

Hourly Rate		Hourly Rate	
ENGINEERING SERVICES		PLANNING SERVICES	
Executive Engineer	\$345.00	Executive Planner	\$325.00
Chief Engineer	\$335.00	Chief Planner	\$250.00
Principal Engineer	\$300.00	Principal Planner	\$210.00
Senior Project Manager	\$300.00	Senior Project Manager	\$200.00
Project Manager	\$235.00	Project Manager	\$175.00
Senior Engineer 2	\$275.00	Senior Planner	\$150.00
Senior Engineer 1	\$245.00	Planner	\$115.00
Engineer 2	\$215.00	LANDSCAPE ARCHITECTURE SERVICES	
Engineer 1	\$195.00	Principal Landscape Architect	\$265.00
Senior Engineer Intern	\$150.00	Senior Project Manager	\$210.00
Engineer Intern	\$135.00	Project Manager	\$175.00
Chief Utility Coordinator	\$260.00	Senior Landscape Architect	\$220.00
Senior Utility Coordinator	\$200.00	Landscape Architect	\$185.00
Utility Coordinator	\$160.00	Senior Designer	\$150.00
Chief Designer	\$190.00	Designer	\$115.00
Senior Designer	\$160.00	Entry Level Designer	\$100.00
Designer	\$130.00	ENVIRONMENTAL SERVICES	
Field Engineer	\$195.00	Executive Environmental Scientist	\$250.00
Field Inspector	\$145.00	Principal Environmental Scientist	\$225.00
SURVEYING SERVICES		Senior Project Manager	\$200.00
Chief Surveyor	\$300.00	Project Manager	\$170.00
Principal Surveyor	\$250.00	Senior Environmental Scientist	\$200.00
Senior Project Manager	\$210.00	Environmental Scientist	\$135.00
Project Manager	\$185.00	Environmental Technician	\$100.00
Senior Professional Surveyor	\$170.00	ARCHITECTURAL SERVICES	
Professional Surveyor	\$160.00	Principal Architect	\$300.00
Certified Photogrammetrist	\$190.00	Senior Project Manager	\$260.00
Senior Survey Technician	\$140.00	Project Manager	\$215.00
Survey Technician	\$120.00	Senior Architect	\$250.00
SUE Technician	\$120.00	Project Architect	\$200.00
Field Technician	\$90.00	Architect	\$170.00
1 Person Field Survey Crew	\$120.00	Senior Graduate Architect	\$150.00
2 Person Field Survey Crew	\$150.00	Graduate Architect	\$130.00
3 Person Field Survey Crew	\$190.00	OTHER PROFESSIONAL SERVICES	
4 Person Field Survey Crew	\$250.00	Expert Witness	\$425.00
2 Person SUE Crew	\$160.00	GIS Technician	\$115.00
3 Person SUE Crew	\$220.00	Administrative Assistant	\$120.00
4 Person SUE Crew	\$260.00	Intern	\$80.00
5 Person SUE Crew	\$300.00	REIMBURSABLE EXPENSES	
Laser Scan Crew	\$250.00	Copies, Black & White (each)	\$0.30
Hydrographic/Bathymetric Crew	\$325.00	Copies, Color (each)	\$1.00
		Plots, Black & White (each)	\$2.00
		Plots, Color (each)	\$15.00
		Mylars (each)	\$70.00
		Foam Core Presentation Boards (each)	\$7.50
		All Third-Party Expenses	Cost Plus 15%

Expenses: In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc.; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

EXHIBIT D
CERTIFICATE OF INSURANCE