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DATE:	<b>October 27, 2022</b>		
PROJECT:	<b>Master Sergeant Ramirez K-8 Portables</b> New Caney, TX	PNa PROJECT #:	<b>22-053</b>
<b>CONSULTANT TEAM:</b>	<b>Kimley Horn</b>		
CIVIL ENGINEER:	<b>Kimley Horn</b>		
LANDSCAPE:	<b>JFTE</b>		
MEP Engineer:			

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**PROJECT DESCRIPTION:**

Scope of this project includes the addition of 4 portable classroom units that include 2 classrooms per unit. These are intended to be dry units and students will use the restrooms inside the new school. Accessible access will be provided by the classroom manufacturer and installer. Portable units to be located per the civil drawings.

**PROJECT SCOPE:**

- Site plan showing site improvements, layout, and utilities.
- Utility models, plans and reports showing proper analysis for review by the authority having jurisdiction and construction.
- Specifications for construction of utility connections.
- Topographic and utility survey within the location boundary of the portable units will be completed.
- Site visits as required to complete the work.

**EXCLUSIONS:**

- ADA/TAS compliance review and additional permitting
- Platting, re-platting
- Zoning, re-zoning
- Traffic impact analysis
- Main utility line extensions
- Detention design
- Construction staking
- Accessible ramp and stair design and documentation.
- Foundation design and documentation.
- Design of portable units.

**DELIVERABLES:**

- Agency review application and drawing submittal to Liberty County for plan review.
- Construction documents for bidding and construction.



**PROPOSED FEE:**

The following proposed fee includes Architectural Design assistance, Civil Engineering and necessary landscape adjustments required to submit for permitting, execution of the work and to facilitate bidding.

<b>Survey</b>	<b>Fee</b> Per KH proposal attached
<b>Civil Engineering</b>	<b>Fee</b> Per KH proposal attached
<b>JFTE Engineers</b>	<b>Fee</b> Per JFTE proposal attached
<b>Architectural Assistance and Support</b> *Hourly Time and Materials Estimate	<b>Fee</b> \$8,000

\*Based on Pivot North architecture 2022 Rates

Please review the attached Contract Terms and Conditions. If this scope and terms are agreeable, please sign and return a copy for my records. We look forward to working with you on this project.



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Clint Sievers, AIA  
Principal  
Pivot North architecture, PLLC

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International Leadership of Texas

## CONTRACT TERMS AND CONDITIONS

**1. CONTRACT.** These Contract Terms and Conditions and the Provisions and the accompanying Proposal or Scope of Services (collectively "Scope") constitute the full and complete Agreement between Consultant and Client (the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement shall not be amended, waived, or superseded in whole or in part except in a writing signed by all parties. These Contract Terms and Conditions shall control over any inconsistency between them and any writing relating to the transactions between Consultant and Client arising under the Agreement.

**2. PAYMENT.** Unless the Scope provides otherwise, Client shall pay Consultant as stated herein. Client shall pay Consultant monthly for services rendered and reimbursable expenses. Client shall issue payment of all undisputed amounts within 30 calendar days of receiving Consultant's invoice. If Client does not pay an invoice within 30 days of receiving it, Consultant may, upon written notice to Client, suspend further work until payments are brought current. Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Client shall pay Consultant a service fee of 1.5% per month on invoiced amounts not paid after 30 calendar days.

Within 15 calendar days of receiving an invoice, Client shall notify Consultant in writing of any dispute over the invoice amount or invoiced services, and waives its rights to all disputes regarding an invoice if it does not so notify Consultant. If Client and Consultant do not resolve the dispute within 25 calendar days after Client's notice to Consultant, the dispute must be resolved in accordance with the Dispute Resolution provisions of this Agreement. Client shall not withhold any payment amount for contractual penalties, contract damages, liquidated damages, or any other set off, unless Consultant is adjudged liable for that amount prior to the date the payment is due. Consultant has the right to all legal remedies to obtain payment. Client shall pay Consultant's costs and attorney fees, incurred in seeking payment of invoices not paid when due.

**3. REIMBURSABLE EXPENSES.** Reimbursable Expenses will be billed at Consultant's cost plus 15%. Reimbursable Expenses are Consultant's actual expenses incurred directly or indirectly in connection with the services provided, which may include but are not limited to, travel costs, materials, supplies, document reproduction, municipal fees and taxes, delivery and courier services; and costs responding to subpoenas or other legal process regarding the Agreement or Scope.

**4. DOCUMENTS.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by Consultant are instruments of Consultant's service and shall remain Consultant's property ("Instruments of Service"). Unless otherwise stated in the Scope, Consultant retains all rights to the Instruments of Service except that Client has a non-exclusive license to use and reproduce the Instruments of Service for the project that is the subject of the Scope. No other licenses are granted or implied. If this agreement is terminated for any reason before Consultant completes and is paid in full for its services, Client's non-exclusive license to use the Instruments of Service terminates on the date the contract is terminated. Any reuse or distribution of Instruments of Service to third parties without Consultant's written consent is prohibited and shall be at Client's sole risk and without liability to Consultant. Client shall defend, indemnify, and hold harmless Consultant from and against all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or relating to Client's unauthorized reuse or distribution of Instruments of Service.

**5. STANDARD OF CARE.** Consultant shall perform services under this Agreement, including but not limited to efforts to comply with applicable codes, regulations, laws, rules, ordinances, in accordance with the standard of care for similar professionals rendering similar services under similar circumstances in the area of the project.

**6. SCHEDULE AND DELAY.** Except as to Client's payment obligations, the failure of a party to perform an obligation hereunder shall not be a default of the Agreement to the extent a cause beyond the reasonable control of the party with the obligation prevented the performance.

**7. WAIVER OF CERTAIN DAMAGES.** Consultant and Client mutually and irrevocably waive all claims for and rights to delay damages, productivity loss damages, indirect damages, consequential damages, and, to the extent not encompassed by the foregoing, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, and diminution of property value arising out of or relating to Consultant's and its subconsultants' services, performance, or breach of the Agreement.

**8. LIABILITY.** Client agrees the limit of Consultant's—and its officers, directors, employees, agents, and subconsultants—liability for any claims, including but not limited to negligent acts, errors, omissions, or breach of contractual obligations relating to or arising out of Consultant's—and its officers, directors, employees,

agents, and subconsultants—services shall not exceed the greater of \$\_\_\_\_\_ (If no amount is stated herein, Consultant's total compensation under the Agreement shall be the liability limit.) or Consultant's total compensation under the Agreement. This limitation applies to Client and Client's contractors and subcontractors on the project. Client agrees to require its contractors and subcontractors to execute an agreement limiting liability in accordance with this paragraph.

**9. INDEMNIFICATION.** Client shall defend, indemnify and hold harmless Consultant—and its officers, directors, employees, agents, and subconsultants—from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Client's or Client's other consultants', contractors', and subcontractors' services performed, negligent acts, errors or omissions, or other conduct relating to the project.

**10. RIGHT OF ENTRY.** Client shall obtain or provide the legal right of Consultant—and those assisting it in performing the work—to enter all property necessary to perform the Scope.

**11. HAZARDOUS MATERIALS.** Unless the Scope provides otherwise, Consultant's services under the Agreement do not include any obligation to investigate, detect, or remediate hazardous materials, as defined by Federal, State, and local laws or regulations, and Consultant shall have no responsibility for the discovery, presence, handling, removal, remediation, or disposal of, or exposure of persons to, hazardous materials in any form at project.

**12. DISPOSAL OF SAMPLES.** Unless the Scope provides, Consultant has the right to discard all samples of any kind relating to the project upon completing the Scope.

**13. FAIR HOUSING.** Client acknowledges that the requirements of Americans with Disabilities Act ("ADA") and the Fair Housing Act (as well as all state and local laws, codes, or ordinances, that apply to the same subject matter) may be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable requirements that apply to its services. Consultant cannot and does not promise, warrant, or guarantee that the services performed under the Agreement services will comply with interpretations of those requirements as they apply currently or in the future. In addition, the Consultant shall be entitled to rely reasonably on written interpretations and specific approvals regarding the disability requirements given by government officials with responsibility for enforcing such requirements.

**14. CONSTRUCTION PHASE SERVICES.** Unless the Scope provides otherwise, if Consultant provides services during the project's construction phase, Consultant has no duty, and shall be deemed to not have assumed a duty, to supervise, direct, control, or inspect the work of contractors or subcontractors, shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of contractors or subcontractors, and shall have no liability or responsibility for the contractors' or subcontractors' performance of their work in accordance with the Instruments of Service or any other document issued by Consultant.

**15. OPINION OF COSTS.** Consultant's opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs, if provided by Consultant, will be based on Consultant's experience and qualifications and will represent Consultant's judgment, but shall not be construed as a guarantee of the accuracy of such estimates. Client recognizes that Consultant does not have control over the costs of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work and agrees that Consultant shall have no liability or responsibility arising from or related to the use of Consultant's opinions.

**16. SUSPENSION OF WORK.** If Client suspends Consultant's work for any reason, Client shall remain liable to, and shall pay within 30 days, Consultant for all services rendered to the date Client suspends the work, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

**17. CHANGES TO CONSULTANT'S FEE AND SCHEDULE COMMITMENTS.** Unless the Scope provides otherwise, the proposed fee, costs and schedule commitments therein are Consultant's estimate to perform the contracted services. Consultant's fee, costs, and schedule commitments shall be renegotiated if Client, Client's contractors' or Client's subcontractor's fail to provide specified facilities, direction, or information, or if any cause beyond Consultant's reasonable control impairs Consultant's ability to perform its services within its proposed fee, costs and schedule commitments.

**18. CONFLICTS OF INTEREST.** Consultant may have current or past relationships with clients whose interests are adverse to Client or the project. Consultant's practice is to make reasonable attempts to identify such relationships prior to accepting a professional assignment, but Consultant cannot assure that conflicts or



perceived conflicts will not arise and shall incur no liability or responsibility for such occurrences.

**19. GOVERNING LAW.** The laws of the state of Idaho shall govern the validity and interpretation of this Agreement. In the event and only to the extent that Idaho law is held inapplicable for any reason, the laws of the state in which the project is located shall govern the validity and interpretation of this Agreement.

**20. SEVERABILITY AND SURVIVAL.** In the event any part of these Contract Provisions is found to be illegal or otherwise unenforceable, the unenforceable part shall be stricken while having no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable part was never included in the Agreement. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

**21. DISPUTE RESOLUTION.** Client and Consultant agree to submit all claims and disputes arising out of this Agreement to non-binding mediation before initiating legal proceedings. This provision shall survive completion or termination of this Agreement. However, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The mediation shall follow the Construction Industry Mediation Rules of the American Arbitration Association.

**22. CONSULTANT RELIANCE.** Consultant is entitled to rely on the accuracy and completeness of information provided by Client and Client's consultants and contractors, and information from public records, without independently verifying such information, and shall incur no responsibility or liability arising from the inaccuracy or incompleteness of such information.


**23. CERTIFICATIONS.** Unless the Scope provides otherwise, Consultant is not required to sign any certifications. Further, Consultant shall not be required to sign any documents, no matter by whom requested, that would require Consultant to certify, guaranty, or warrant the existence or non-existence of conditions Consultant cannot reasonably ascertain or require affirmation of facts outside of the scope of this agreement.

**24. THIRD PARTIES.** There are no third party beneficiaries to this Agreement. Nothing in this Agreement shall be construed as creating a contractual relationship with, or a cause of action in favor of, a third party against Client or Consultant.

**25. NONWAIVER.** Either party's waiver or failure to enforce this Agreement regarding an event constituting a breach by the other party shall not operate as or be construed as a waiver of either party's rights as to any other event constituting a breach.

Agreed to on \_\_\_\_\_  
(Date)

Client: \_\_\_\_\_  
(Signature)

Consultant:  \_\_\_\_\_  
(Signature)





## 2022 Standard Hourly Rate Table\*

Role Description:	Hourly Rate:
Principal Architect	\$175.00
Project Manager	\$150.00
Project Architect	\$140.00
Project Engineer	\$130.00
Senior Project Designer	\$140.00
Project Designer	\$120.00
BIM Manager	\$130.00
Senior Interior Designer	\$110.00
Interior Designer	\$105.00
Architectural Intern III	\$115.00
Architectural Intern II	\$110.00
Architectural Intern I	\$105.00
Administrative	\$80.00

In-House Reimbursable Costs	Rate
Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile and consistent with current IRS rates)	\$0.625
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- Copies of all out mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client. \*Rates be reviewed and may be adjusted per annum



James F. Turner Engineers, L.P.

Consulting Engineers

Proposal: 22-8316  
October 27<sup>th</sup>, 2022

**Pivot North Architecture**

116 South 6<sup>th</sup> Street  
Boise, ID 83702

Attn: Clint Sievers

Re: Electrical and Plumbing Engineering  
International Leadership of Texas  
**Modular Buildings at MSG Ramirez**  
New Caney, TX

Clint,

JAMES F. TURNER ENGINEERS would be pleased to provide electrical engineering services for the project, adding four new modular buildings.

**SCOPE**

**Design Phase Services:**

1. Design electrical connections and coordinate site utility extensions.

**FEES**

<u>Electrical Design</u>	<u>\$4,650.00</u>
<b>Total – E &amp; P Engineering Services</b>	<b>\$4,650.00</b>
Site investigation visit (as required)	\$1,200.00

**SCHEDULE**

To be determined.

**PAYMENT**

Our terms are net 30 days.



**CONDITIONS & QUALIFICATIONS**

This proposal is presented contingent upon the following:

1. The project will not be LEED certified.
2. Modular building drawings to be provided by others.
3. This project will be completed in AutoCAD or Revit. CAD floor plans or an architectural model for backgrounds to be provided by others.
4. Though JFTE is sensitive to budgetary limitations and will make every reasonable effort to design appropriate systems for the project, JFTE takes no direct responsibility for overall project costs. Redesign for budgetary reasons is not included in base fee.
5. Though JFTE is sensitive to the volatility of material and delivery challenges in the current building industry and will make every effort to specify and design for systems that are available at the time, redesign for varying product availability is not included in base fee.

**ADDITIONS**

Design charges for work not specifically included in this proposal would be invoiced at the following rates:

Principal Engineer .....	212.00
Project Engineer.....	148.00
Design Engineer.....	137.00
Designer .....	111.00

or as negotiated. Additional services would not be incurred without prior approval of Architect.

**MISCELLANEOUS**

Reimbursable Expenses

Reimbursable expenses such as long-distance travel, courier services, reproduction services, and computer plotting for delivery are not included in our fees and would be billed at cost.

This proposal is valid for acceptance within forty-five (45) days. Thank you for the opportunity to propose our services on this project.

Sincerely,  
**JAMES F. TURNER ENGINEERS, LP**  
  
 Nicholas Polcari, PE  
 Partner



Proposal: 22-8316  
October 27<sup>th</sup>, 2022  
Page 3

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

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





October 27, 2022

Mr. Clint Sievers, AIA, NCARB  
Pivot North Architecture  
1101 W. Grove Street  
Boise, Idaho 83702

**RE: *Addendum to Professional Services Proposal – Civil Engineering  
International Leadership of Texas – MSG Ramirez K-8 School  
Liberty County***

Dear Mr. Sievers

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this proposal addendum to **Pivot North Architecture** (“Client”) for the above referenced project. The proposed services will be provided in accordance with the terms and conditions set forth in the Prime Agreement, to which our proposal addendum will be incorporated. Our scope of services and fee are below.

#### **PROJECT ASSUMPTIONS**

1. The property does not have zoning.
2. The scope of the civil work will need to be permitted through Liberty County Engineering.
3. The scope of this work is for a portable building placement at MSG Ramirez K-8 school
4. No wastewater and water systems will need to be extended to reach this subject property. KH assumes that these extensions, if necessary, will be completed by others or under separate scope and fee.
5. Electrical design (such as site lighting and street lighting), structural design (such as retaining walls), and site monumental and directional signage design is beyond the scope of this Agreement.
6. The site development is not anticipated to impact any published FEMA floodplain area. No floodplain mitigation plan will be required.
7. No additional detention will be required for this scope of work. If required, detention design can be provided as an additional service.
8. No lift station will be required for development.
9. A Traffic Impact Analysis is not included in basic services and will not be required for development.
10. A drainage study is not required for the development of the project.
11. A new storm sewer public utility connection will not be required.

## SCOPE OF SERVICES

The tasks outlined below are the professional services to be provided by Kimley-Horn.

### **Task 1 – Construction Drawings – Portable Buildings** **\$3,500 (Lump Sum)**

Kimley-Horn will prepare on-site civil engineering plans consisting of a combination of the following:

Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.

General Notes and Project Specifications: Showing general notes related to proposed construction based on jurisdictional standards.

Dimension Control Plan: Showing the building envelope (provided by Client) and property boundary with dimensional ties for building envelope and sidewalk.

Grading Plan: Showing proposed finished floor elevations and, as applicable, spot elevations and one-foot contours for proposed hardscape. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a “wall zone”. The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by KH or others under a separate agreement with the Client.

Storm Drainage Plan: Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan view. The plan will also show private storm drain to collect roof downspouts, for which the pipe size will be determined by the MEP engineer.

Erosion Control Plan: Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor’s responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a SWPPP document.

Construction Details: Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by KH, construction details for certain site civil engineering improvements will be included in the plan set.

## ADDITIONAL SERVICES

Any services beyond the Scope of Services not specifically described in the scope shall be considered additional services. Kimley-Horn can provide additional services, if needed, upon the City’s issuance of a written change in scope. Any additional amounts paid to Kimley-Horn as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.

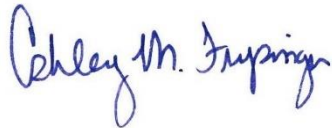
**Closure**

In addition to the matters set forth herein, our Amendment shall include and be subject to the terms and conditions of the Sub-Consultant Agreement to which this proposal will be an attachment.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons prepare an amendment to the existing sub-consultant agreement for execution and return to us a copy for our files. Fees stated in this Addendum are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,  
**KIMLEY-HORN AND ASSOCIATES, INC.**



Ashley M. Frysinger, P.E.  
Senior Vice President



Kyle Molitor, P.E.  
Associate

Texas Accessibility Solutions  
3333 Melton Rd  
Sanger, TX 76266  
JustinkWalton@gmail.com

# Proposal 2024004748

**ADDRESS**

Pivot North Architecture  
1101 W Grove Street  
Boise, ID 83702 USA

DATE  
11/09/2023

TOTAL  
**\$1,175.00**

QTY	ACTIVITY	RATE	AMOUNT
1	<b>TDLR State Filing Fee</b> TDLR State Filing Fees	175.00	175.00
1	<b>TAS/ADA Plan Review and Inspection</b> Plan Review and Inspection	1,000.00	1,000.00

MSG Ramirez Portables Phase 2

TOTAL

**\$1,175.00**

THANK YOU.

Accepted By



Accepted Date

**11/10/2023**