

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BEXAR §

This AGREEMENT is between SNG Civil Engineers, LLC a Texas Limited Liability Company, hereinafter referred to as ENGINEER; and Nueces River Authority (NRA), hereinafter referred to as the CLIENT. ENGINEER is hereby authorized to perform professional services in connection with the Inspection Services for the City of Leakey Wastewater Treatment Plant (WWTP), hereinafter referred to as the PROJECT.

DATE: August 8, 2017

CLIENT: Nueces River Authority (NRA)

ADDRESS: 200 E. Nopal (P.O. Box 349)
Uvalde, TX 78802-0349

PROJECT: NRA- City of Leakey WWTP

PROJECT LOCATION: Leakey, Texas (Real County)

SECTION 1 – GENERAL SCOPE OF SERVICES AND PROJECT DESCRIPTION

This AGREEMENT is based on providing the following services for the PROJECT:

Refer to Attachment No. 1

SECTION 2 – REPRESENTATIONS AND WARRANTIES

By executing this AGREEMENT the Client warrant, aver, and represent that they are either the Owner of the Real Property described herein, including the supplemental description to be provided by the herein described Surveys, or are authorized to bind the Owner, or any percentage interest Owner, of the Real Property at issue.

SECTION 3 – INDEMNIFICATION

3.1 Not Used

- 3.2 To the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **ENGINEER**, **ENGINEER's** officers, directors, members, managers, partners, employees, and **ENGINEER's** Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or mediation or other dispute resolution costs) caused solely by the negligent acts or omissions of **CLIENT** or **CLIENT's** officers, directors, partners, employees, and **CLIENT's** consultants with respect to this **AGREEMENT** and/or **PROJECT**.
- 3.3 **CLIENT** agrees that job site safety conditions are the sole responsibility of the Contractor. To the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **ENGINEER**, **ENGINEER's** officers, directors, members, managers, partners, employees, and **ENGINEER's** Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of claims related to job-site safety.
- 3.4 The **CLIENT** agrees to stipulate within the Contract Documents that the Contractor (or the **CLIENT**) shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the **CLIENT's** agents, and the **ENGINEER**, **ENGINEER's** officers, directors, members, managers, partners, employees, and **ENGINEER's** Consultants as additional insured.

SECTION 4 – RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the **PROJECT** to both the **CLIENT** and the **ENGINEER**, the risks have been allocated as follows: **CLIENT** agrees that, to the fullest extent permitted by law, and notwithstanding any other provision of this **AGREEMENT**, the total liability, in the aggregate, of **ENGINEER**, and **ENGINEER's** officers, directors, members, managers, partners, employees, agents, and **ENGINEER's** Consultants, and any of them, to **CLIENT** and anyone claiming by, through, or under **CLIENT** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the **PROJECT** or the **AGREEMENT** from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of **ENGINEER** or **ENGINEER's** officers directors, members, managers, partners, employees, agents or **ENGINEER's** Consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this **AGREEMENT**.

SECTION 5 – TERMINATION

- 5.1 This **AGREEMENT** between **ENGINEER** and the **CLIENT** may be terminated by either party upon ten (10) days' written notice in the event of persistent failure of performance of the material terms and conditions of this **AGREEMENT** by the other party through no fault of the terminating party.
- 5.2 If this **AGREEMENT** is terminated by **CLIENT** during the course of performance of the Work without cause or by **ENGINEER** with cause, the **ENGINEER** shall be paid the percentage of the total amount to be paid under the **AGREEMENT** that corresponds to the total amount of the Work actually performed by **ENGINEER** during the period prior to the effective date of termination of the **AGREEMENT**. In the event of termination by **CLIENT** without cause, the **ENGINEER** shall be paid all terminal expenses resulting therefrom.
- 5.3 If, prior to termination of this **AGREEMENT**, any Work designed or specified by the **ENGINEER** during any phase of the Work is suspended in whole or in part for more than three (3) months or abandoned after written notice from **CLIENT**, the **ENGINEER** shall be paid for such services performed to receipt of such notice prior to.
- 5.4 Not Used
- 5.5 Any provision or section of this **AGREEMENT** later held to be unenforceable for any reason shall be deemed void, and all remaining provisions and sections shall continue in full force and effect. All obligations arising prior to the termination of this **AGREEMENT** and all provisions and sections of this **AGREEMENT** allocating responsibility or liability between **CLIENT** and **ENGINEER** shall survive the completion of the services hereunder and the termination of this **AGREEMENT**.

SECTION 6 – PROFESSIONAL SERVICES FEE

The fee for providing the Scope of Services is outlined in Attachment 1.

SECTION 7 - REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus ten percent (10%). Reimbursable expenses include Reproduction of Documents; Postage & Overnight Delivery, Any Other Disbursements and Expenses made on behalf of the **CLIENT**; and Fees and Expenses for Additional Consultant(s) retained with the **CLIENT'S** approval.

SECTION 8 - APPLICATION FOR PAYMENTS (INVOICE)

Times of Payment. Payment in full of all invoices is due within twenty (20) calendar days of the date of tender. In the event that the **ENGINEER** is not paid the total amount of the invoice request within thirty-one (31) calendar days of its tender, then the **ENGINEER** shall be relieved of any further obligations under this **AGREEMENT**. The tender of the invoice shall be considered complete when it is placed in the United States Postal Service. In the event any or all of the account remains unpaid in full thirty (30) calendar days after the invoice date, the **ENGINEER** may exercise its rights under this **AGREEMENT** and the **CLIENT** shall be responsible for all costs of collection including reasonable attorneys' fees.

SECTION 9 - OWNERSHIP AND REUSE OF DOCUMENTS

All documents produced, provided or furnished by **ENGINEER** (or **ENGINEER's** Consultants) pursuant to this **AGREEMENT** are instruments of service in respect of the **PROJECT**, and by **ENGINEER** and **ENGINEER's** Consultants, as appropriate, and shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of **ENGINEER** and **ENGINEER's** Consultants, as appropriate) whether or not the **PROJECT** is completed and may not be used by the **CLIENT** for any other endeavor without the written consent of the **ENGINEER**. **CLIENT** may make and retain copies for information and reference in connection with the use and occupancy of the **PROJECT** by **CLIENT** and others; however, such documents are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the **PROJECT** or on any other **PROJECT**. Any such use without written verification or adaptations by **ENGINEER** and **ENGINEER's** Consultants, as appropriate, for the specific purpose intended will be at the **CLIENT's** sole risk and without liability and legal exposure to **ENGINEER**, or to **ENGINEER's** Consultants, and **CLIENT** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to additional compensation at rates to be agreed upon by **CLIENT** and **ENGINEER**.

SECTION 10 – SPECIAL PROVISIONS

This **AGREEMENT** may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile signature shall be accepted as an original signature.


CLIENT may not assign this **AGREEMENT** without the prior written consent of **ENGINEER**. Any assignment made in violation of this provision is voidable by **ENGINEER**.

ENGINEER shall be given proper credit and acknowledgment for all services. Proper credit shall be defined as **ENGINEER** being named by **CLIENT** or the **CLIENT's** representatives and or agents in such circumstances as **PROJECT identification boards, published articles, or any printed advertising and/or promotional materials regarding the PROJECT**.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to the terms and conditions as set forth herein, and have made and executed this AGREEMENT as of the day and year first above written.

ENGINEER


SNG Civil Engineers, L.L.C.
a Texas Limited Liability Company

By:  01817

Javier Garcia
Its Manager

CLIENT

Nueces River Authority

By:  8-14-17

Con Mims
Executive Director

ATTACHMENT 1 - SCOPE OF SERVICES

Proposals dated August 8, 2017

Nueces River Authority (NRA)
City of Leakey Wastewater Treatment Plant Project

August 8, 2017

Scope of Work

Project Description

The Nueces River Authority (NRA)/City of Leakey WWTP project consists of the construction of a new Sequence Batch Reactor (SBR) type treatment facility. The facility includes the following: headworks facility (mechanical screen and grit chamber), influent splitter box, SBR Facility, Chlorine Contact Basin, Chlorine Disinfection System, Sludge Drying Basin, and Control Building. Dewatered biosolids will be transported to a landfill for disposal. The NRA is also constructing new lift stations and sanitary sewer collection system.

This proposal is limited to field inspection services, SNG Civil Engineers, LLC (SNG) is not the Engineer of Record. Our role is limited to assisting with field inspection services to ensure conformance with the Contract Documents. Services during Construction (SDC) which consist of shop drawing review, responding to RFIs, change order administration, conducting monthly progress meetings will be provided by others (Naismith/MRB Group).

The following ENGINEER's Scope of Services details the various activities anticipated during the construction period.

Field Inspection Services

Shop Drawing Review

As noted, SNG is not the Engineer of Record. SNG will verify that equipment delivered to site matches the approved shop drawings. Any discrepancies will be duly noted in a memo to the Owner/Engineer of Record. Copies of the Shop Drawings shall be provided to SNG.

Request for Information (RFIs)

All RFIs will be answered by others.

Change Order Reports

All Change Order Requests/Reports will be answered by others. We will provide input on an as needed basis to assist in negotiating change orders.

Monthly Progress Meetings

Inspector will attend monthly progress meetings. Meetings will be conducted by others.

Contractor Pay Estimates

Pay Estimates will be coordinated by others. SNG field inspector will review pay estimate in the field with the Contractor and Owner/Engineer of Record to provide input and recommendation pertaining to percent complete status.

Close Out

SNG will assist with close out of the project. This would include review of the record drawings and coordinating with Engineer of Record to secure all necessary closeout documents. We would also check spare parts and ensure that all our project documents are delivered to Owner.

Field Inspection

Provide observation of construction activities to ensure general compliance with the construction documents. Construction observation will include the following: piping, conduits, electrical, structural, and process mechanical at the wastewater treatment plant and lift stations. Please note that we will not preform resident inspection. We will coordinate with Owner to make site visits as needed based on the available budget. Refer to Compensation section that stipulates hourly rates and average expense per visit.

Observations are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned in this AGREEMENT and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during such observations, we will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and we will keep the OWNER informed of the progress of the Work.

The purpose of the visits to the Site will be to enable us to better carry out the duties and responsibilities assigned to and undertaken by SNG during the Construction Phase, and, in addition, by the exercise of our efforts as an experienced and qualified professional, to provide for OWNER'S greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. We shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall we have authority over or responsibility for the means, methods, techniques, sequence, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, we neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

The inspector will require support of an office administrator from our office to assist with coordination, field inspector reports, and communication.

Assumptions

1. Working hours are estimated at 8-hours/day and will be limited to weekdays. No weekend or holiday work will be required.
2. SNG is not the Engineer of Record. Therefore, our role is limited to ensuring that the Contractor adheres to the Contract Documents, and conformance to the Plans and Specifications. Any design related questions must be answered via the standard RFI protocol process.
3. Owner will provide office space for inspector. Office Space provided for inspector must include a desk/work area, internet access, scanner, filing cabinet, land phone line, and restroom facilities.
4. SNG or our agents will be responsible for job safety.
5. Any work related to address construction claims, unforeseen subsurface conditions or additional construction requests by the Contractor or OWNER is considered outside our scope of services.
6. Any litigation or mediation assistance will constitute an additional service.

Compensation

Basic field inspection services shall be provided on a lump sum basis and will be limited to the available budget allocated for inspection. Inspection services will be provided from our office in San Antonio, Texas. Provided below is our pricing table estimated per trip. These trips will be noted in our invoice to allow Owner to keep tabs on budget expended to date and associated site visits.

Activity	Staff	Fee
Review Plans and Specifications (Lump Sum)	Project Manager & Inspectors	\$3,800.00
Office Support (Lump Sum)	Admin Assistant	\$4,200.00
Single Day Field Visits (Engineer)	PE	\$1,175
Single Day Field Visits (Inspector)	Inspector or Specialty Inspector (Electrical/Structural/Mech)	\$980
Single Day Field Visits (Engineer & Inspector)	PE, Inspector, Specialty Inspector (Electrical)	\$2,150
Miscellaneous assistance with Change Orders, Questions, Coordination, etc.	Standard Billing Rates	*

*Refer to attached billing rates

Budget allocated for this service is not to exceed \$52,500.